



## MEMORANDUM OF AGREEMENT BETWEEN



### UNIVERSITY OF NAPOLI FEDERICO II IN ITALY AND DIVINE WORD UNIVERSITY PAPUA NEW GUINEA

The University of Napoli Federico II, in ITALY, represented by the Rector, Gaetano Manfredi and the Divine Word University, in Papua New Guinea, represented by its President Fr. Jan Czuba, wishing to establish cooperative relations between the two universities, especially in the areas of medical education and research, agree as follows:

#### ARTICLE I

##### SCOPE OF THE COOPERATION

The areas of cooperation include, subject to mutual consent, any program offered at either university as felt of interest or feasible on either side or that both sides will contribute to the fostering and development of the cooperative relationships between the two universities.

The obligations assumed by each of the contracting parties will consist in teaching, research, and exchange of faculty staff, students, education, and all the activities deemed beneficial by the two institutions to achieve the goals of the present agreement.

#### ARTICLE II

##### GENERAL AREAS OF COOPERATION

Cooperation will translate in the activation of the following activities or programs, subject to availability of funds and the approval of the UNIVERSITY OF NAPLES and of the Divine Word University:

1. Joint educational, cultural, and research activities;
2. Exchange of faculty members for lectures, seminars and research
3. Exchange of advanced graduate students for collaborative or independent research;\*
4. Participation in seminars and other academic meetings;
5. Exchange of academic materials, publications, and other information;
6. Special short-term academic programs;
7. Short-term academic and training programs;
8. Exploration of ways of providing financial support for this cooperation and applying for funds.

The terms of such cooperation and the necessary budget for each program and activity that is implemented under the terms of this agreement shall be mutually discussed and agreed upon +in writing by both parties prior to the initiation of the particular program or activity, and such program and activity shall be negotiated on an annual basis.

**\*NOTE:** This agreement does not apply to the exchange of undergraduate or graduate students who propose to enroll in classes and earn academic credit at the host institution. A separate Memorandum of Agreement specifying details for credit acquisition and transfer, fees, participant qualifications, etc., will be necessary to initiate the exchange of such students.

**ARTICLE III**  
**RESPONSIBILITIES OF EACH INSTITUTIONS**

For the achievement of the programs activated with the modalities indicated in the above article, the responsibilities are divided among the 2 partners as follows:

**A. RESPONSIBILITIES OF DIVINE WORD UNIVERSITY**

DIVINE WORD UNIVERSITY agrees to:

1. provide office and laboratory space;
2. cooperate in joint research projects;
3. provide the availability of accommodation, local transport, materials and necessary permits for carrying out research and other duties related to the collaborative agreement; and
4. arrange duty free clearance of equipment acquired through the collaborative agreement.

**B. RESPONSIBILITIES OF UNIVERSITY OF NAPLES**

UNIVERSITY OF NAPLES agrees to:

1. provide office and laboratory space;
2. make time available for joint research projects; and
3. provide the availability of accommodation, local transport, materials and necessary permits for carrying out research and other duties related to the collaborative agreement.

**ARTICLE IV**  
**ORGANIZATION AND ADMINISTRATION**

A steering committee will be formed to oversee the activities stated in this agreement. The members of this committee will be the representatives of NAPLES and DWU Universities or their delegates, the coordinators of projects from each institution, and one faculty representatives selected by each institution.

Each institution will appoint a coordinator of joint project(s) who will be responsible for overseeing the day-to-day activities of the joint project(s).

## **ARTICLE V**

### **FUNDING**

The initiation of the activities included in the present agreement will follow the availability of necessary funding. To this aim the 2 parties take obligation to seek funding from appropriate agencies in order to sustain the activities included in this agreement.

## **ARTICLE VI**

### **RIGHTS IN DATA AND PUBLICATION**

The following guidelines govern rights in joint research results:

#### **1. Rights in Data**

All original data and records of a project conducted under this Agreement shall be the property of the institution at which the work was performed. To the extent permitted by law and/or pre-existing contractual commitments to third parties, each party agrees to make copies of such research results available to the other party.

#### **2. Publication**

Subject to an obligation to protect potentially patentable inventions from premature public disclosure, each party shall have the right to publish or otherwise disclose the results of work conducted at its own institution under this Agreement. Where scientifically appropriate, the Visiting Faculty Member(s) will be identified as the author(s) and the contribution of the parties to the research will be acknowledged.

## **ARTICLE VII**

### **EQUIPMENT AND OTHER PROPERTIES**

Upon expiration or termination of any project under this Agreement, equipment and other materials obtained in the course of carrying out such project shall be deemed to be the property of the institution where such a project has been carried out.

## **ARTICLE VIII**

### **RENEWAL, TERMINATION AND AMENDMENT**

This agreement shall remain in force for a period of three (3) years from the date of the last signature, and can be extended by mutual consent of the two parties and formal declaration of such willing by the 2 Institutions; it may be terminated by either party giving notice to the other party in writing no later than the end of March in any year.

This agreement may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this Memorandum of Agreement.

**IN WITNESS WHEREOF**, the parties hereto have offered their signatures:

**FOR THE UNIVERSITY FEDERICO II OF  
NAPLES, IN ITALY.**

**FOR DIVINE WORD UNIVERSITY IN  
PAPUA NEW GUINEA**

\_\_\_\_\_  
PROF. GAETANO MANFREDI  
The Rector

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Fr. Jan Czuba  
President

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Witness I  
PROF. GIUSEPPE CASTALDO

.....  
Witness I  
PROF. PAMELA NORMAN  
Vice President Academic

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Witness II  
PROF. LUIGI GRECO

.....  
Witness II  
ASSOCIATE PROFESSOR CLEMENT  
MALAU  
Dean- Faculty of Health Sciences

Date: \_\_\_\_\_

Date: May 07, 2017