Memorandum of Understanding

THIS AGREEMENT is made **BETWEEN: Università degli Studi di Messina** and **Ross University School of Veterinary Medicine,** incorporated as Ross University School of Medicine School of Veterinary Medicine (St. Kitts) Limited under the former Companies Act (Cap. 335) and having its registered office at West Farm, St. Kitts, (collectively "the Parties" or singularly "a Party")

Agree as follows:

1. Purpose

The purpose of this Memorandum of Understanding is to set out in broad outline the main terms under which the Parties will establish program of collaborative research and to stimulate new collaborations that will provide added value to research between the Parties. The concept behind this interaction is to intensify collaborative research and attract additional research funding.

The Parties now wish to enter into a Memorandum of Understanding that provides the framework for such co-operation.

2. General Objectives

- To create links between the Parties;
- To identify the major scientific areas, disciplines or topics of respective or mutual interest;
- To strengthen and encourage communication and collaboration between the Parties, especially in the areas of mutual concern and benefit;
- To exchange information and documentation which will be of value to each Party in identifying areas of mutual interest and in assisting participants in this exchange;
- Seek new, external funding opportunities that might be attracted by the collaboration.

3. Research Objectives

- To promote the advancement of science, technology and learning through the undertaking of collaborative student and fellowship research on topics of mutual interest and expertise;
- To stimulate contacts between researchers in the two institutions and the formation of research linkages and groups;
- To encourage researchers in each organisation to seek funding for the support of collaborative research;
- To improve research communications through the exchange of publications, documents and materials, and the joint organization of conferences and seminars.

4. Project Management

The Parties will meet at least once annually to discuss the progress of the projects. The representatives will include the Dean of RUSVM or their nominee and Prof. Antonino Germanà, Pro Rector for Internationalization of Università degli Studi di Messina.

5. Costs and Expenses

Each Party shall meet its own costs in relation to the entering into this Agreement. Where additional costs are incurred the payment of these will be agreed between the parties before commencing the work involved.

6. Confidentiality

The Parties acknowledge that the discussions in relation to this Agreement, including the contents of this Memorandum of Understanding, and any information disclosed pursuant to these discussions, are private and confidential between the Parties.

7. Non-Binding Nature

This Memorandum of Understanding:

(a) is intended to be an indication of the Parties' willingness to proceed to a binding agreement; and

(b) sets out only some aspects of any proposed agreement and proposed documents; and

(c) does not purport to create any legally binding obligations, except in relation to confidentiality, and is intended to remain subject to formal contractual documentation being entered into on terms mutually agreed; and

(d) is of a non-exclusive nature and both parties may continue to establish other collaborative relationships with third parties as befits and is relevant to their respective research strategies; and

(e) shall not be construed as establishing or implying any partnership between the Parties, and shall not authorise any Party to bind another Party; and

(f) shall not give either Party any authority to act on behalf of or to commit any expenditure by the other Party.

(g) does not in any way obligate the parties to enter into a binding agreement

8. Term and Termination

The present framework Agreement shall be in force for a period of 5 years from the date of the last signature. Any amendment shall be made in writing by the Parties.
At the end of the period of 5 years the framework cooperation Agreement may be renewed in writing, unless 6 months before the expiry date one of the Parties notifies the other Party of the decision not to renew it.

The present Agreement includes two equivalent texts in the English language which are signed on behalf of the respective Parties as follows:

Università degli Studi di Messina

Salvatore Cuzzocrea _____
Name

_____
Rector _____ Date
Title

Ross University School of Veterinary Medicine

Sean Callanan_____
Name

_____
Dean_____ Date
Title