

MEMORANDUM OF UNDERSTANDING
between
PRESIDENT AND FELLOWS OF HARVARD COLLEGE, acting through
HARVARD T.H. CHAN SCHOOL OF PUBLIC HEALTH
and
UNIVERSITY OF MODENA AND REGGIO EMILIA SCHOOL OF MEDICINE

This Memorandum of Understanding (MOU) is entered into by President and Fellows of Harvard College (Harvard) on behalf of the Harvard T.H. Chan School of Public Health ("Harvard Chan School"), with a principal place of business at 677 Huntington Avenue, Boston, Massachusetts, USA and the University of Modena and Reggio Emilia School of Medicine with a principal place of business at Largo del Pozzo, 71, IT-41125 Modena, Italy. The Harvard Chan School and the University of Modena and Reggio Emilia School of Medicine each shall be referred to herein as a "party" and together as the "parties."

I. Overview and Planning

It is the intent of the parties to and confer on developing and undertaking efforts to promote the collaborative activities in accordance with the goals, rules, policies and procedures of their respective institutions, in the field of Occupational and Environmental Health, especially in the following areas: (a) opportunities for faculty of each Party to serve as visiting or guest faculty at the other in accordance with the needs and policies of each institution; (b) joint research programs; (c) joint programs, seminars, workshops and short courses; and (d) exchange of scientific information. All joint fields of teaching and research in both parties will be included in this agreement, with a special emphasis on chronic diseases and particularly on epidemiology, etiology, prevention, diagnosis and therapy of neurological and psychiatric diseases.

The parties intend to work together to design and plan the below possible collaborative activities in accordance with the rules, policies and procedures of their respective institutions. Any future collaborations will be governed by separate, independently negotiated agreements.

- (a) the development of a course in environmental neuroepidemiology during the Winter Session ("J" period) to be held at Harvard Chan School after obtaining proper approval from the Harvard Chan School and Modena sites in alternate years;
- (b) development of an annual symposium on environmental and occupational neuro-epidemiology.

II. General Provisions

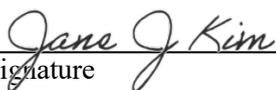
1. Both parties agree that they are independent contractors and that neither has the power to act for or legally bind the other.
2. This MOU may be amended only by written agreement of the parties.
3. This MOU will be effective from the date of signature and shall remain valid for the period of 5 years.
4. Neither party receives any right under this MOU to use any name, brand, logo, insignia or other trademark or service mark of the other party for any purpose related to this MOU without the prior written approval of the other party. Neither party shall make any public announcement about this MOU or the subject of the MOU without the prior written approval of the other party.
5. Except as otherwise specifically provided, each party will bear the cost of any activity undertaken by it. Each party shall, through the reasonable efforts of interested faculty, endeavor to secure funding through gifts and grants, to fund the objectives of this MOU, but it is understood that neither party has any commitment to provide such funding.

6. Each party represents and warrants that it has full power and authority to enter into this MOU and acknowledges that it may be required to meet certain obligations under the laws and regulations applicable in its own jurisdiction and in the jurisdiction of the other party, including but not limited to sanctions laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each party understands and acknowledges that such laws and regulations may affect or restrict this agreement and/or the activities contemplated under this agreement. The parties acknowledge that in any activities or projects contemplated by this agreement they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other party's jurisdiction where requested to do so by the other party provided such compliance is not in breach of any law or regulation of a party's own jurisdiction.
7. Either party may terminate this MOU upon 90 days written notice to the other at any time, with no liability for either of the parties.
8. Discrimination with respect to any aspect of the programs under this MOU on the basis of race, color, gender or gender identity, sexual orientation, national or ethnic origin, religion, age, health condition or disability, political beliefs, or veteran status, shall be the grounds for termination of this MOU by either party.
9. This Memorandum of Understanding is intended to provide a framework for the parties' collaboration. It does not impose legal commitments on either party to undertake specific steps in furtherance of the collaborative activities to which it refers. Thus, such subjects as financial support and commitment, intellectual property rights, and other specific responsibilities will be addressed by the Parties in separate agreements in the future as they agree to particular measures to carry out the general purposes described herein.
10. Should this MOU or any related project agreement be executed in more than one language, the English version shall control in the event of any conflict or inconsistency in meaning or interpretation of terms.
11. The parties will without delay and in good faith attempt to resolve any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any questions regarding its existence, validity or termination. The resolution of any dispute that may arise in relation to this MOU will be amicably settled by the parties.

All the terms and conditions above are hereby accepted and agreed to as of the date of last signature.

[signature page follows]

SIGNED for and on behalf of
Harvard T.H. Chan School of Public Health (Harvard Chan School)


Signature

Jane J. Kim, PhD
Dean for Academic Affairs, K.T. Li Professor of Health Economics, Harvard Chan School*
Printed Name and Title

2/17/2023

Date

SIGNED for and on behalf of
University of Modena and Reggio Emilia School of Medicine

Firmato digitalmente da: GIORGIO DE SANTIS
Data: 14/02/2023 15:21:07

Signature

Giorgio De Santis, MD
Dean – Professor of Plastic and Reconstructive Surgery, Modena and Reggio Emilia University Medical School

Date