



MEMORANDUM OF UNDERSTANDING between UNIVERSIDAD NACIONAL DE SAN LUIS and UNIVERSITÀ DEGLI STUDI DI TRIESTE

Universidad Nacional de San Luis, herein represented by its Rector, CPN. Víctor Moriñigo, ID 26.213.909 (hereinafter referred to as UNSL), and the University of Trieste, herein represented by its Rector, Prof. Roberto Di Lenarda, sign this Memorandum of Understanding (MoU) and Mutual Cooperation based on common academic, cultural and research interests. Therefore, this MoU contributes to the joint pursuit of education, learning and research.

This MoU does not bind any of the two parties legally or financially. It aims to promote relations that will mutually benefit each institution, this being the primary aim of academic collaboration.

ARTICLE 1 Types of cooperation

This MOU does not represent a legal agreement, but rather a statement intended to facilitate interuniversity cooperation through the following activities:

- Completion of research and/or other innovative projects, according to available budgetary resources, in any area of common interest for both universities.
- Joint development of historical, linguistic or other types of publications of common interest for both universities.
- Organization of international colloquia.
- Development and discussion of a mutually agreeable *cotutelle* agreements for joint supervision of graduate thesis.
- Joint research projects and common scientific initiatives, such as seminars, lectures etc.;
- Reciprocal exchange of academic and administrative staff;
- Exchange of publications, reports and other academic information;
- Use of research equipment and free access to the facilities of either institution;
- Other activities as mutually agreed.





ARTICLE 2 Executive Protocols

The development and implementation of each type of cooperation, as listed above, will be separately established between the parties and outlined in written Executive Protocols, which will specify the rules for the joint activities and will be an integral part of this MoU.

ARTICLE 3 Insurance

Each person involved in all the foreseen activities of this MoU has to provide her/himself with a suitable health and third party liability insurance, according to the home country's regulations.

ARTICLE 4 Intellectual Property

Unless otherwise agreed, any partner shall be entitled to take any action to protect technological and scientific results deriving from the present cooperation. In case of joint results, both parties will own the intellectual property rights together, according to the inventive contribution of each one. Both institutions commit to protect and exploit them according to the Law and regulations in force in either institutions or countries.

AKTICLE 5 Promotional Material and Use of Logotypes

Neither party shall use the name and logotype of the other in any form of publicity or promotional material without written consent.

ARTICLE 6 Financial Aspects

Both parties acknowledge and understand that all financial arrangements, if any, will be subjected to negotiation and indicated in the specific Executive Protocols.

ARTICLE 7 Languages¹

This MoU has been drawn up in two original copies in English. The English text is the only authoritative version.

ARTICLE 8 Equal Opportunities

The parties shall not discriminate against any person based on national or ethnic origin, colour, religion, political opinions, age, gender, sexual orientation, marital or familiar status, disability.

¹ If, according to internal or other current regulations, further versions in other languages are needed, then an official translation is required. Therefore, the applicant university has to provide a certified or sworn translation, corresponding exactly to the full content of the original text.





ARTICLE 9 Validity:

This MoU will come into force after its signing by the legal representatives of each Institution. It will be valid for five years from the date of signing. Nonetheless, the Parties may extend the period of this MoU by mutual consent, in writing, by their duly authorized representatives.

The MoU may be terminated/cancelled in writing by one of the parties with at least three months' notice, before the expiry date. Any ongoing and scheduled activity at that time will not be affected. Amendments to this MoU may only be made upon mutual consent in writing by the duly authorized representatives of the Parties. Amendments shall enter into force on the date on which the last party signs, or on the date of approval of the request for amendment.

ARTICLE 10: Dispute resolution

Where a problem or dispute occur, the Parties will first seek to resolve that dispute between themselves to the best of their endeavours, and will use all efforts required to settle the problem or dispute by direct negotiation. Where the Parties fail to reach an agreement, the dispute shall be referred to a Mediation Committee composed of three members: one appointed by the President/Rector of each Party, and the Chairman of the Committee, appointed by mutual agreement of both Parties. The appointed Committee shall examine the problem or dispute and provide recommendations. The parties shall equally share all expenses incurred in appointing the Committee. If, within twenty days of sending the first notice, the dispute continues, the Parties shall refer the matter to the competent court on the territory of the defendant's country.

However, each Party's relationship with its faculties, departments, staff and students shall be governed by the laws in force in the country of that Institution.

The parties agree that this MOU does not represent the establishment of any form of partnership, permanent employment, or obligation derived from such relationships. This MOU does not constitute a legally binding and enforceable contract between the parties.

ARTICLE 11 Liaison Offices

The Offices in charge of the execution and possible amendment or extension of this MoU are:

En la Universidad de Trieste

Avenida Ejército de Los Andes So

Piazzale Europa, 1 I - 34127 Trieste

Ph.: +39 040 5583012/2559

e-mail: agata.mannino@amm.units.it

En la Universidad Nacional de San Luis

Secretaría de Relaciones Interinstitucionales Avenida Ejército de Los Andes 950 San Luis

Teléfono: +54 266 5420300- int. 5182-5298

e-mail: convenios.unsl@unsl.edu.ar interinstitucionales.unsl@unsl.edu.ar







Collel

Prof. Roberto Di Lenarda

Rector

Universidad de Trieste

CPN. Víctor Moriñigo

Rector

Universidad Nacional de San Luis

 $\frac{S_{AN} \text{ lais, } 5/3/2021.}{\text{Fecha}}$

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