



UNIVERSITÀ
DEGLI STUDI
DI TRIESTE



UNIVERSITAT DE
BARCELONA



MEMORANDUM OF UNDERSTANDING (MOU)

between
UNIVERSITY of BARCELONA
and
UNIVERSITY of TRIESTE

The University of Trieste, with legal address Piazzale Europa, 1 – 34127 Trieste (Italy), represented by its Rector, Prof. Roberto Di Lenarda, who intervenes not on his own but as a legal representative and has been authorized to sign this document by the Board of Administration of 28.09.2023, and

the University of Barcelona represented by Dr. Raúl Ramos Lobo, Vice-rector for Internationalization Policy, by means of the resolution adopted by the rector dated February 07, 2024, and in virtue of the powers conferred on him by the Statute of the University of Barcelona approved by Decree 246/2003, October 8 (DOGC n° 3993, October 22),

agree on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate the ties of friendship between the two Institutions and their countries.

This Memorandum of Understanding, hereinafter referred to as MoU for this cooperation, therefore, contributes to the joint pursuit of education, learning and research.

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

For the University of Trieste, the proposing academic for the purposes of this MoU are Prof. Gina Chianese of the Department of Humanities and Prof. Sara Cervai Department of Political and Social Sciences.

For the University of Barcelona, the proposing academic for the purposes of this MoU is Prof. Pedro Juarez, Entrepreneurship & Innovation Professor.

1. General purpose

The present MoU defines the beginning of cooperation between the two parties in all fields and disciplines of common interests. It will be articulated in written Executive Protocols, which will establish educational and/or scientific cooperation programmes and define the expected results.

2. Types of cooperation

The parties indicate their willingness to cooperate in the promotion of both educational and research activities. Under this MoU the types of cooperation may include:

- 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;
- Exchange of students;

- Use of research equipment and free access to the facilities of either institution;
- Joint academic programmes (e.g. double degree programmes);
- Short-term study abroad for students;
- Other activities as mutually agreed.

3. 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 governing of the joint activities and will be an integral part of this MoU.

4. Insurance

Each person involved in all 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.

5. Intellectual Property

As a principle, the regulation of intellectual property of products resulting from joint collaboration will be the subject of specific implementing agreements in accordance with current legislation and will, in any case, be subject to approval by the competent Bodies. The collaboration referred to in this agreement does not grant the Parties any right to use for advertising purposes, or for any other promotional activity, any name, trademark, or other designation of the other Party (including abbreviations) without prior express written consent.

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

6. Promotional Material and Use of Logos

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

7. Financial Aspects

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

8. Languages

This MoU has been drawn up in two original copies in English. The English text is the only authoritative version.¹

9. 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.

10. Revision

Either party may request a review of the agreement at any time. In the event that the agreement is revised, it must be in writing and by mutual agreement of both parties and the competent authorities. Any agreement that modifies the terms presented in this text must be documented and added to this initial agreement.

11. Validity

This MoU will come into force after its signing by the legal representatives of each Institution. It will be valid for four years from the date of signing. Nonetheless, the Parties may extend the period of this MoU by mutual consent before its expiry for additional periods with a maximum length of four (4 years), 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 by mutual agreement 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.

In case of serious damage to the University of Trieste, it is possible to withdrawal immediately from the Memorandum.

12. Withdraw

The parties may withdraw from the agreement upon presentation of written notification with a period of notice of 6 months. Such termination of the agreement shall not give the right to either party to seek compensation of any nature whatsoever. In any case, the parties undertake to complete development of any actions already initiated when the withdrawal is notified.

13. Dispute Resolution

For the monitoring and execution of this agreement, and for the resolution of possible deviations or disputes arising from the interpretation of its terms or from the fulfilment of the agreement, and with the aim of promoting and coordinating the actions of the Parties, a monitoring and execution committee is created, formed by two members in representation of each of the Parties.

The committee will meet periodically as agreed between the Parties or at the request of either Party and will have the following functions:

- Support for and monitoring of the execution of the agreement.
- Resolution of any possible deviation arising from the interpretation of the agreement.
- Resolution of any incident or dispute arising from the execution of the agreement or a breach of its terms.
For this purpose, the aggrieved Party will notify the Party in breach, requiring it to fulfil the terms of the agreement, and will make the situation known to the monitoring and execution committee. If the breach is not rectified within 30 days of the receipt of the notification by the Party in breach and the committee, the aggrieved Party will be entitled to consider the agreement terminated.
- Resolution of incidents and disputes arising from the interpretation and execution of the agreement.

Minutes of all committee meetings will be kept, in order to create a detailed written record of the decisions adopted by its members.

14. Information relating to the processing of personal data of persons representing the signatory parties

The data controllers of the personal data collected in this agreement from the representatives as well as from the contact persons that are necessary to manage its execution are each of the signatory parties. The contact details of the data controllers are as follows:

- UB (General Secretary): Gran Via de les Corts Catalanes, 585, 08007 Barcelona; secretaria.general@ub.edu
- The Data Controller is the University of Trieste, with registered office in Trieste at Piazzale Europa 1. The Data Controller's contact details are: ateneo@pec.units.it.

The purpose of the processing is the management, monitoring, and execution of this agreement. The lawful basis for the processing in Spain, in accordance with art. 19 of the LOPDGDD, is the fulfilment of a mission carried out in the public interest in the case of those data controllers of art. 77.1 of the LOPDGDD, or the satisfaction of a legitimate interest of the controller in other cases. Personal data will be kept for the time necessary to fulfil the purpose for which they were collected and to determine the possible responsibilities that could be derived. The transfer of data to third parties is not envisaged, unless there is a legal obligation to do so.

In Italy the lawful basis for the processing is the Italian Legislative Decree No. 101/2018 which adopts the European Regulation GDPR 679/2016.

The data subjects can access to the data, request data rectification, data erasure and data portability, and request objection or restriction of processing, by writing to the data controller at the addresses indicated above. If they consider that their rights were not attended well enough, they can contact the data protection officer of each party:

- UB: Gran Via de les Corts Catalanes, 585, 08007 Barcelona; protecciodedades@ub.edu
- The Data Controller is the University of Trieste, with registered office in Trieste at Piazzale Europa 1. The Data Controller's contact details are: ateneo@pec.units.it.

Data subjects can also lodge a complaint with the competent data protection supervisory authority. The parties undertake to provide the content of this clause to the contact persons of their institution who participate in the implementation of this agreement.

15. Liaison Offices

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

At the University of Trieste:
Staff Unit for Development cooperation
and university networks
Piazzale Europa, 1
I - 34127 Trieste
Ph.: +39 040 558 7996 / 2905 / 3002

At the University of Barcelona:
Vice-Rectorate for Internationalization Policy
Gran Via de les Corts Catalanes, 585
08007 Barcelona
Ph.: +34 934 035 505 / 343

relazioni.internazionali@amm.units.it

vr.internacionalitzacio@ub.edu

16. Termination of the agreement

The agreement may be terminated on the following grounds:

- a) Expiry of the stated term of the agreement.

- b) Mutual agreement between the Parties before the end of the stated term.
- c) Unforeseen legal or material impossibility of achieving the objective of the agreement.
- d) Serious, repeated breach by either of the Parties of any of the essential clauses in the agreement.

In this case, the Party in breach should first be notified and required to meet their obligations.

If, after the period indicated in the requirement, the Party remains in breach, the agreement will be considered terminated.

- e) The complaint of one of the Parties, communicated to the other party expressly in writing
- f) By legal ruling declaring the agreement null and void.
- g) Any other grounds provided for in the applicable legislation.

17. Transparency

The signed agreement could be made available to Spanish citizens pursuant to the provisions of Law 19/2014, of December 29, of Transparency, Access and Good Governance and other regulations affecting the implementation of the Spanish Law.

The signed agreement could be made available to Italian citizens pursuant to the provisions of Italian Legislative Decree No.33/2013 concerning the right of civic access and the obligations of publicity, transparency and dissemination of information by public administrations..

In witness whereof, the parties sign two copies of this agreement, in English, at the place and on the date recorded below.

18. Non-discrimination clauses

The parties involved in this agreement commit to respecting and promoting diversity and equality. None of the parties should discriminate or make decisions based on race, color, religion, sex, sexual orientation, national origin, disability, or other characteristics protected by law. The parties commit to ensuring a safe, inclusive, and non-discriminatory working environment, and to taking all necessary measures to prevent and address any form of discrimination. Any violation of this clause will be considered a serious breach of this agreement and may result in penalties or termination of the contract/agreement.

19. Non- discrimination on gender

In the context of the awareness-raising work aimed at combating gender stereotypes, initiated by the University of Trieste, this Agreement, where possible, uses neutral terminology, while it remains understood that when, for the sake of brevity, only the masculine form is used, it is intended to refer inclusively to all individuals operating within the academic community.

20. Traceability of Financial Flows

The Parties ensure the traceability of financial flows in order to prevent criminal infiltration, in accordance with the provisions of Article 3 of Law No. 136 of August 13, 2010 (Traceability of Financial Flows), as well as the applicable circulars.

The University of Trieste is a public higher education institution that adheres to the principles of the Constitution of the Italian Republic and to the international commitments. At the University of Trieste these principles are enshrined in the general Guidelines on combating money laundering and terrorism financing phenomena, approved by Board of Administration of 23.11.2023, with Rectoral Decree 55/2024 dd.17.01.2024, which can be consulted at https://amm.units.it/sites/default/files/nrm/allegati/Linee%20guide%20antiriciclaggio_0.pdf

The University of Barcelona, as a public institution, is subject to the general principles of integrity and transparency applicable to public administrations in Spain. At the UB, these general principles are enshrined in the Anti-Fraud Policy, approved by the Governing Council on 01/01/2021, the Code of Ethics on Integrity and Best Practices, approved by the Governing Council on 09/10/218, the Code

of Conduct for Officials and Senior Officials, approved by the Governing Council on 01/12/2021 and amended on 12/07/2023, and the regulations on Mechanisms for the Assurance and Fulfilment of Institutional Integrity of the UB, approved on 01/12/2021 and amended on 11/10/2023, which can be consulted at web.ub.edu/web/transparencia/integritat-i-bongovern. The other Party declares that they are familiar with and agree to comply with all of the above regulatory texts.

University of Trieste

The Rector

Prof. Roberto Di Lenarda

University of Barcelona

The Vice-rector for Internationalization
Policy, delegated by the Rector

Dr Raul Ramos Lobo