

UNIVERSITÀ
DEGLI STUDI
DI TRIESTE



MEMORANDUM OF UNDERSTANDING (MoU)
between
THE MEMORIAL UNIVERSITY OF NEWFOUNDLAND
and
THE UNIVERSITÀ DEGLI STUDI DI 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 on 28.09.2023, and the Memorial University of Newfoundland (hereinafter referred to as MUN) represented by its Provost and Vice-President (Academic) *pro tempore* Prof. Dr. Jennifer Lokash, 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 is Prof. Marco Biot, Department of Engineering and Architecture.

For the Memorial University of Newfoundland the proposing academic for the purposes of this MoU is Prof. Lorenzo Moro, Department of Ocean and Naval Architectural Engineering.

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 host country's regulations.

5. Intellectual Property

Unless otherwise agreed, any partner shall be entitled to take any action to protect technological and scientific results descending from the present cooperation. In the event that IP is jointly developed through participation under this agreement, an addendum will be developed that will apply to the usage and distribution of said property in consultation with the applicable parties involved, and in accordance with each institution's intellectual property policies.

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.

Permission is given to UNITS to use MUN's institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions. The partner institution shall comply with Memorial University's brand standards with respect to any such use of the institutional logo, the details of which can be found here: https://www.mun.ca/marcomm/brand/standards/BrandStandards_August_2017_FA.pdf.

Versions of Memorial University's logos are located here: <https://www.mun.ca/marcomm/brand/logos/memorialslogo.php>. Questions or concerns about the usage and implementation of our official marks and brand standards can be directed to our Marketing and Communications team through email at marcomm@mun.ca.

Permission is given to MUN to use UNITS institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions. The partner institution shall comply with Memorial University's brand standards with respect to any such use of the institutional logo, the details of which can be found here:

https://www.units.it/sites/default/files/media/documenti/ateneo/immagine-coordinata/units_brand-manual_0.pdf

Versions of UNITS's logos are located here:
<https://www.units.it/intra/immagine-coordinata>

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. Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto.

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.

10. 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.

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.

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.

11. Dispute Resolution

The Parties will use their best good faith efforts to resolve any dispute arising with respect to this Agreement. The Parties may by mutual consent agree to hold meetings or take any other steps including the appointment of a mediator in an attempt to resolve the dispute. In the event of a dispute that cannot be resolved through negotiation or mediation, or in the event that one party does not wish to mediate such a dispute, then this Agreement will be immediately terminated without prejudice to any student who is currently registered at the other institution. Any student who is then registered at the other institution will be allowed to complete their semester at the Host Institution but no further Exchange Students will be permitted to go the Host Institution under this Agreement.

12. Liaison Offices

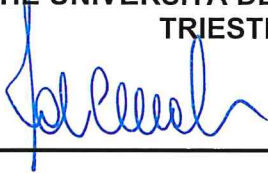
The Offices in charge of the execution and possible amendment or extension of this MoU are:

At the University of Trieste:
Staff Unit for Development cooperation
and university networks
Piazzale Europa, 1
I - 34127 Trieste
Ph.: +39 040 558 7996 / 2796 / 3002
relazioni.internazionali@amm.units.it

At MUN:
Internationalization Office
57 Allandale Road
Global Learning Centre, Burton's Pond,
Room 2001
St. John's, NL CANADA A1B 3S7
Phone 709 864 3288
Fax 709 864 4330
international@mun.ca

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year below.

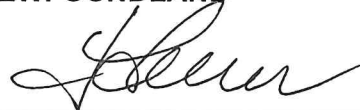
**THE UNIVERSITÀ DEGLI STUDI DI
TRIESTE**



Name: Prof. Roberto Di Lenarda
Title: The Rector

Date: 8 LUG. 2024

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**



Name: Dr. Jennifer Lokash
Title: Provost and Vice-President (Academic)
pro tempore

Date: Sept. 19, 2024