

UNIVERSITÀ
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DI TRIESTE



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NACIONAL DE CUYO

MEMORANDUM OF UNDERSTANDING (MoU)

Between

UNIVERSITY OF TRIESTE

and

UNIVERSIDAD NACIONAL DE CUYO (MENDOZA, ARGENTINA)

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 Director of the Department of Humanities Studies, **Prof. Massimo Degrassi** and

the **Universidad Nacional de Cuyo**, with legal address Ciudad Universitaria, Parque General San Martín, Mendoza city, represented by its Rector, **Cont. Esther Lucía Sánchez**, acting not on her own behalf but as the legal representative, who was elected to hold the position through an electoral process, as stated in Resolution C.S. No. 576/2022.

hereinafter named “the Parties”

agree on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate the ties between the two Institutions and their Countries. This Memorandum of Understanding, hereinafter referred to as “MoU” contributes to the joint pursuit of education, learning and research and does not bind either of the two parties legally or financially.

For the University of Trieste, the proposing academic for the purposes of this MoU is Prof./Dr Rosana Ariolfo of the Department of Humanities Studies.

For the University of Universidad Nacional de Cuyo the proposing academic for the purposes of this MoU is Prof./Dr Claudia Ferro (Facultad de Filosofía y Letras)

1. General purpose

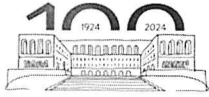
The present MoU aims to promote relations that will mutually benefit each Institution, this being the primary goal of academic collaboration.

It will be articulated in written Executive Protocols, which will establish the implementation of specific forms of co-operation which will be separately signed by both Parties, specifying the implementation of joint activities, financial aspects, if necessary and any other details.

2. Delegation of powers for the University of Universidad Nacional de Cuyo

The scope of activities, terms, conditions and execution’s regulations of each Project under this agreement, will be determined in supplemental agreements. Thus, the Rector of Universidad Nacional de Cuyo delegates attributions to Faculty of Arts and Design, Faculty of Economic Sciences, Faculty of Medicine, Faculty of Political and Social Sciences, Faculty of Law, Faculty of Philosophy and Letters, Faculty of Engineering, Faculty of Odontology, Faculty of Education, Faculty

* The Chancellor/Rector/President/Vice-Chancellor/Provost



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of Agricultural Sciences and Faculty of Industrial Applied Sciences, Faculty of Natural Sciences and Balseiro Institute, to negotiate specific agreements.

3. Assistance and Support

Each Party, in accordance with its respective statutes and regulations, shall ensure assistance and support to academics and students of the partner Institution visiting the hosting Institution.

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

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 and a separate agreement will be arranged to govern the relationship between the parties regarding the filing of patents or any other protection of the research.

Both institutions undertake to protect and exploit them, according to the Law and regulations in force in either institutions or Countries.

6. Code of Ethics and Conducts

The Parties undertake to ensure that their auxiliaries, employees, and/or co-workers comply with regulations, rules, procedures and principles, where applicable, contained in their respective Codes of Ethics and Conduct.

7. Promotional Material, brand and official seal

Neither Institution shall use name, brand, official seal or other designation of the other Party (including abbreviations) for advertising purposes, or any other promotional activity, without first obtaining the written consent of the other Institution.

8. Data Protection

The Parties undertake not to disclose to third parties any information, technical data, documents and news expressly designated as confidential referred to the other party, of which they might become aware as result of the activity carried out within the framework of the cooperation established with and under this MoU.

Any breaches of this provision shall constitute just cause for the termination of the Memorandum.

Any processing of personal data within this Memorandum of Understanding shall be carried out by the University of Trieste in compliance with (UE) 2016/679 General Data Protection Regulation (GDPR).

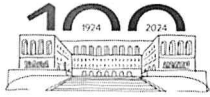
9. Equal Opportunities

Both Institutions shall not discriminate against any person on the basis of race, age, sexual orientation, skin colour, gender, marital or familiar status, ethnicity, religion, political opinions, national origin, or disability.

10. Languages

This MoU has been drawn up in English in two original copies. English text is the only authoritative version. If further versions in other languages are needed for internal regulations in force, an official

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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.

11. Limitation of liability clause

Each Party of this Memorandum of Understanding is acting always and exclusively in its own name and on its own behalf, and any liability for the obligations entered into by the other Party shall be excluded, unless expressly agreed in writing to that effect.

12. Validity and Amendments

This MoU shall enter in force after legal representatives' signature of each Institution. It will be valid for six (6) years from the date of the signature of the last Institution.

Amendments to this MoU may only be made by mutual agreement in writing by the duly authorized representatives of both Institutions.

13. Termination

Besides provisions envisaged in article 7, this MoU may be terminated by any of the Parties by written notice certified at least two months before the expiry date.

All protocols and/or agreements descending from this MoU will be terminated as well.

However, any termination shall not affect already ongoing activities or projects, except when both Parties jointly agree otherwise.

Any termination will not give right to claim indemnification of any nature to any of the Parties.

14. Renewal

At the expired date, parties may agree to continue the collaboration by a formal renewal of this MoU for a further period of equivalent duration, in writing, by mutual consent of the legal representatives of both Institutions duly authorized by their respective governing bodies, through an exchange of letters.

Requests of renewal should be submitted by the proposing academic of the MoU to the respective administrative offices of both Universities at least 60 days before the expiry date.

No automatic renewal is foreseen.

If not renewed, the agreement ceases its effects, without prejudice to the continuation of any ongoing activities.

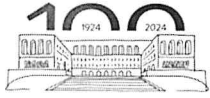
15. Dispute Resolution

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. In case of differences or disputes regarding the interpretation and/or application of this agreement, the parties agree first to engage in direct and friendly negotiations to reach a proper settlement. If the differences still persist, the parties, of mutual consent, and depending on the complexity of the issue, shall designate one or more arbitrating mediators of international renown and recognition in the technical field under dispute. In such an event the parties shall jointly lay down the corresponding regulations for arbitral procedure.

16. Liaison Offices and contact persons

For the implementation of scientific and educational activities of this MoU the academic references are:

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For the Universidad Nacional de Cuyo (Mendoza, Argentina)

Prof. Claudia Ferro
Departamento de Letras -Facultad de Filosofía y Letras.
E-mail: cmferrop@gmail.com

For the University of Trieste:

Prof. Rosana Ariolfo
Department of Humanities Studies
E-mail: rariolfo@units.it

For the administrative management of this Agreement each party designates a Liaison Office.

For Partner Institution Universidad Nacional de Cuyo (Mendoza, Argentina)

Responsabile accordi internazionali:
Secretaría de Vinculación
Prof. Edda Claudia Valpreda

Pagina web dell'ufficio relazioni internazionali:
<https://ffyl.uncuyo.edu.ar/vinculacion2731>

For the University of Trieste:

Servizio Relazioni Internazionali
Piazzale Europa 1
I-34138 Trieste
relazioni.internazionali@amm.units.it

SIGNATURES

University of Trieste

The Director of the Department of Humanities Studies
Prof. Massimo Degrassi

The Rector of the University of Trieste
Prof. Roberto Di Lenarda

Date,

59 OTT. 2024

The Rector* of the University of Cuyo
Cont. Ester Lucía Sánchez

Date,

* The Chancellor/Rector/President/Vice-Chancellor/Provost