



**UNIVERSITÀ
DEGLI STUDI
DI TRIESTE**



**UNIVERSITY OF
NORTHERN
COLORADO**

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE BOARD OF TRUSTEES
FOR THE UNIVERSITY OF NORTHERN COLORADO (USA)
AND
THE UNIVERSITY OF TRIESTE**

The University of Trieste, represented by its Rector Prof. Roberto Di Lenarda, and the Board of Trustees for University of Northern Colorado, represented by its Interim Provost and Chief Academic Officer, Lisa Vollendorf, agree on the importance and the usefulness of establishing cultural, scientific and educational links, in order to continue, expand and consolidate the ties of friendship between the two Institutions and their countries. This Memorandum of Understanding, hereinafter referred to as "MoU" sets forth the basic framework for the Parties' joint pursuit of education, learning and research. Trieste and UNC are collectively referred to herein as the "Parties" or "Institutions," or individually as a "Party" or "Institution."

This MoU does not bind either of the two Parties legally or financially. Its aim is to continue and further promote relations that will mutually benefit each Institution, this being the primary aim of academic collaboration. The partnership activities, student and faculty mobility, and joint projects under this MOU will be organized and operated by UNC's Center for International Education, in close partnership and collaboration with UNC's academic units. This MoU supersedes, expands beyond, and replaces that certain Academic and Scientific Cooperation and Exchange Agreement entered between the Parties for a five (5)-year term in September 2015 (UNC GKA 16-598), which was more narrowly focused on UNC's Monfort College of Business.

1. General purpose

The present MoU defines the continuation, as well as the beginning of expanded cooperation between the two Parties in all fields and disciplines of common interests identified below. It will be articulated in written "Executive Protocols" and other specifically titled agreements, which will establish educational and/or scientific cooperation programs 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 and Other Specific Agreements

The development and implementation of each type of cooperation as listed above will be separately established between the Parties and outlined in written agreements, such as Executive Protocols, as well as exchange, program, affiliation, placement, study abroad, and other such customary international educational, experiential and training agreements, which will specify the governing terms and conditions of the joint activities, including financial, administrative and legal terms. This MoU shall be identified as the parent document of any such specific agreement between the Parties. Each such specific agreement shall provide details concerning the commitments made by each Party and shall not become effective until they have been reduced to writing, and approved and executed by the duly authorized representatives of each Party. The scope of the activities under this MoU and any specific agreement shall be determined by and subject to the funds available at both Institutions for the types of collaboration specified in the specific agreements, and by the amount of financial assistance obtained by either Institution. Each Institution shall be responsible for expenses incurred by its employees and students under this MoU, except as may be otherwise stipulated in any specific agreement. Unless otherwise specified in writing, the persons designated to coordinate Institutional activities under this MoU are the Director of the Center for International Education at the University of Northern Colorado and the Rector of the University of Trieste.

4. Insurance

Each Party to this MoU shall require that each of its faculty, staff, other employees, and students who participate in activities contemplated by this MoU are insured by health, travel abroad, and liability insurance coverages that are legally required by, and/or standard and customary in each Institution's respective country, state, and/or province.

5. Intellectual Property

Unless otherwise agreed, each Party shall be entitled to take appropriate action to protect technological and scientific results arising from the cooperation and collaboration under this MoU. In case of joint development of intellectual property, both Parties will own the intellectual property rights together, percentages of which ownership shall be allocated in a manner commensurate with each Party's inventive contribution.

Both Institutions agree to undertake to protect and exploit the jointly developed intellectual property rights, according to the law and regulations in force in each Institution's jurisdiction.

6. Promotional Material and Use of Logos

Except in promoting collaborative activities described above, neither Party shall use the name, logo, or trademarks of the other in any form of publicity or promotional material without written consent.

7. Financial Aspects

This MoU does not bind the Parties to any current or future financial commitment. Both Parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and indicated in the specific agreements.

8. Languages

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

9. Equal Opportunities

The Parties shall not discriminate against any person, and no person may be excluded from activities under this MoU, on the basis of race, national or ethnic origin, color, religion, political opinions, age, gender, sexual or gender orientation, gender expression, genetic information, marital or family status, veteran's status, or disability.

10. Validity, Effective Date, Term, and Termination

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' (90 days) written notice, before the expiration date. Any ongoing and scheduled activity at that time will not be affected during the three months' (90 days) notice period, or until the end of the semester, trimester, or other applicable academic period in which the notice is given, whichever is later.

11. Compliance With Applicable Law

The Parties will comply with all applicable law and regulations, including law related to anti-bribery, economic sanctions, export control, anti-boycott, privacy and data protection, higher education, and accreditation standards and procedures. Activities will be subject to all required approvals, accreditations, consents, licenses, or permits, from U.S. and Italian governmental authorities, as well as internal approvals, as necessary.

12. No Assignment Without Consent

Neither Party may assign or otherwise transfer this MoU, in whole or in part, including to any successor institution, without the prior written consent of the other Party.

13. Amendments

The MoU may be amended only by written agreement signed by authorized representatives of both Parties, and will become effective as of the date of last signature.

14. No Agency

This MoU does not establish a legal partnership, joint venture, employment relationship, or other relationship of agency between the Parties. Neither Party may act as an agent on behalf of the other Party on any matter, including in matters with local or national government.

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. 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 share equally 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.

16. Liaison Offices

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

At the University of Trieste:
Service of International Relations

Piazzale Europa, 1
I - 34127 Trieste
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University of Trieste



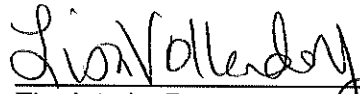
The Rector
Prof. Roberto Di Lenarda

Date: 23 DIC, 2021

At the University of Northern Colorado:
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Board of Trustees for the University of
Northern Colorado



The Interim Provost
Lisa Vollendorf, Interim Provost and
Chief Academic Officer

Date: 21/28/22