

UNIVERSITÀ
DEGLI STUDI
DI TRIESTE

UPMC
LIFE CHANGING MEDICINE



Dipartimento
Universitario Clinico di Scienze
Mediche Chirurgiche e della Salute

MEMORANDUM OF UNDERSTANDING (MoU)

Between

UNIVERSITY OF TRIESTE

and

UPMC Medical Education

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 Clinical Department of Medical, Surgical and Health Sciences, prof. Nicolò De Manzini and

the UPMC Medical Education with legal address 3600 Forbes Avenue, Forbes Tower – Plaza Level, Suite 140Pittsburgh, PA 15213, represented by its Designated Institutional Official Gregory M. Bump, MD who intervenes not on his own but as a legal representative and has been authorized to sign this document,

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 Dr Erik Roman-Pognuz of the Clinical Department for Medical, Surgical and Health Sciences.

For UPMC Medical Education the proposing academic for the purposes of this MoU is Dr. Matthew Lovell.

1. General purpose

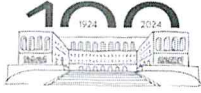
The present MoU aims to promote relations that will mutually benefit each Institution, this being the primary goal of academic collaboration.

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. Assistance and Support

Each Party, in accordance with its respective statutes and regulations, shall ensure assistance and

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



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support to academics and students of the partner Institution visiting the hosting Institution.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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).

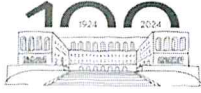
8. Equal Opportunities

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.

9. 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 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.

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10. 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.

11. Validity and Amendments

This MoU shall enter in force after legal representatives' signature of each Institution. It will be valid for five (5) 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.

12. 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.

13. 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 180 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.

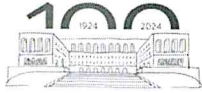
14. Dispute Resolution

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.

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15. Liaison Offices and contact persons

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

For Partner Institution

UPMC Medical Education Michele L. Dorfman, MD
Department of Emergency Medicine (PUH)
E-mail: dorfmanml@upmc.edu

For the University of Trieste:

Prof. Erik Roman Pognuz
Clinical Department for Medical, Surgical and Health Sciences
E-mail: erik.romanpognuz@units.it

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

For Partner Institution

UPMC Medical Education
Gregory M. Bump, MD Designated Institutional Official
bumpgm@upmc.edu

For the University of Trieste:

Staff Unit for Cooperation Development and Universities network
Piazzale Europa 1
I-34137 Trieste
relazioni.internazionali@amm.units.it

SIGNATURES

The Director of the Clinical Department
of Medical, Surgical and Health Sciences
Prof. Nicolò De Manzini

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

UPMC Medical Education Designated
Institutional Official – Gregory M. Bump
Date

06/27/2024

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