



**UNIVERSITÀ
DEGLI STUDI
DI TRIESTE**

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING (MoU) by and between the
UNIVERSIDADE DE SÃO PAULO (Brazil) and UNIVERSITY OF TRIESTE (Italy),
which aims at promoting academic cooperation between the parties.**

The **UNIVERSIDADE DE SÃO PAULO (USP)**, located at Rua da Reitoria, 374, Cidade Universitária, São Paulo – SP, Brazil, herein represented by its Rector, Carlos Gilberto Carlotti Junior, and **UNIVERSITY OF TRIESTE**, located at Piazzale Europa, 1 – 34127 Trieste, herein 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 28th September 2023, hereinafter named “the Parties”, based on the shared understanding that cooperation between both institutions will further develop research and other academic and cultural activities, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

SECTION 1 – PURPOSE

The **UNIVERSIDADE DE SÃO PAULO** and **UNIVERSITY OF TRIESTE** agree to promote academic cooperation between both institutions.

SECTION 2 – 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.

SECTION 3 – 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.

SECTION 4 – IMPLEMENTATION

For the purpose of implementing each specific cooperation activity, both institutions shall prepare a work program describing the forms, the means and the respective responsibilities, which shall thereupon be the object of a specific Agreement, to be executed by the concerned parties.



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SECTION 5 – FUNDING

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.

SECTION 6 – REQUIREMENTS

The scholars and students taking part in the cooperation programs hereunder shall comply with the immigration requirements of the country of the host university, and shall contract an international medical and hospital insurance covering the stay abroad.

SECTION 7 – ACADEMIC FEES

The exchange students involved in exchange programs shall pay such academic fees, if any, at their home institution.

SECTION 8 – INTELLECTUAL PROPERTY RIGHTS

Each party shall own all IP which is generated by its staff, students and agents pursuant to this MoU. Considering that this MoU is important to the progress of science and to the production of knowledge, the parties agree to provide mutual licenses without costs for each one to make use of IP for non-commercial academic activities inside the institutions.

In the event that both parties are responsible for jointly generating IP, such IP shall be jointly owned in accordance with the inventive contribution made by each party, by means of the settlement of a specific Agreement.

If such IP is capable of commercial exploitation neither party shall exploit without the consent of the other and on terms to be agreed by means of a specific Agreement.

SECTION 9 – PUBLICATION

Both parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one party, the other party shall be asked to give 30-day prior written consent. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 for their own research and development purposes. However, any use by either party of the other party's background information for research and development purposes shall be the subject of a separate Agreement.



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SECTION 10 – CONFIDENTIALITY

This MoU and all documents and information provided by one party to the other party under, or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential (Confidential Information). The Confidential Information shall not be used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing party.

Neither party will be in breach of any obligation to keep any Confidential Information or not to disclose it to any other party to the extent that it:

- i. is known to the party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
- ii. is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
- iii. has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- iv. has been independently developed by the partner making the disclosure; or
- v. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
- vi. is approved for release in writing by an authorised representative of the party whose information it is.

In the execution of this MoU both parties shall observe the legislative and regulatory framework in their respective countries. 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).

SECTION 11 – EFFECTIVE TERM

This Memorandum of Understanding shall become effective on the date of last signature and shall remain effective for a period of **6 (six) years**. No automatic renewal is foreseen. If not renewed, the agreement ceases its effects, without prejudice to the continuation of any ongoing activities.



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SECTION 12 – AMENDMENTS

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory parties.

SECTION 13 – COORDINATION

As coordinators for this Memorandum of Understanding, the following are appointed:

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

University of Trieste:

Prof. Stefano Covelli

Department of Mathematics, Informatics and Geosciences

E-mail: covelli@units.it

Prof. Sylvio Barbon Junior

Department of Engineering and Architecture

E-mail: SYLVIO.BARBONJUNIOR@units.it

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

University of Trieste:

Unità di Staff Cooperazione allo sviluppo e reti di università

Piazzale Europa 1

I-34138 Trieste

relazioni.internazionali@amm.units.it

Universidade de São Paulo:

Provost for International Cooperation, USP International Cooperation Office (AUCANI)

Universidade de São Paulo

Avenida Prof. Lucio Martins Rodrigues, 350 - Bloco B – 4º andar

Cidade Universitária - 05508-020

São Paulo, SP – Brasil

Tel: (55-11) 3091-2249

email: aucani@usp.br

SECTION 14 – TERMINATION

This Memorandum of Understanding may be terminated at any time, by either party, by means of a 180-day prior written termination notice. In the event of any outstanding issues, the parties shall define, under an Agreement Termination Instrument, the responsibilities for



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the closing of each one of the programs affected by the termination, provided however that the activities in course at the time shall be completed before termination becomes effective, as well as any other reasonable commitments.

SECTION 15 – SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under the performance or in the construction of this Memorandum of Understanding, the parties shall exert their best efforts to reach a solution by mutual consent. 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. In the event such consent is found to be impossible, the parties shall jointly appoint a third-party natural person, to act as mediator.

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.

And having thus agreed and convened, the parties execute this Memorandum of Understanding in 2 (two) identical counterparts in English, to one and same effect.

UNIVERSIDADE DE SÃO PAULO

UNIVERSITY OF TRIESTE

Sergio Persival Baroncini Proença
Provost for International Cooperation
On behalf of the Rector
Art. 1º, Resolution GR 6580/2014
International Cooperation Office
Universidade de São Paulo

Prof. Carlos Gilberto Carlotti Junior
Rector

Prof. Roberto Di Lenarda
Rector

Date:

Date:



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This document has been signed electronically by the following participants and its authenticity can be verified through the code T7AV-V32K-4S3Q-PZN6 at <https://portalservicos.usp.br/iddigital/T7AV-V32K-4S3Q-PZN6>

Sergio Persival Baroncini Proenca

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