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UNIVERSITÀ
DEGLI STUDI DI TRIESTE



HANGZHOU DIANZI
UNIVERSITY

MEMORANDUM OF UNDERSTANDING (MOU)

between

HANGZHOU DIANZI UNIVERSITY, CHINA

and

UNIVERSITÀ DEGLI STUDI DI TRIESTE, ITALY

The University of Trieste, Italy, represented by its Rector, Prof. Roberto Di Lenarda, and Hangzhou Dianzi University, China, represented by its Rector, Prof. Zefei Zhu 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.

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 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.

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

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.

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.

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.

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

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.

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.

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.

12. Liaison Offices

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

At the University of Trieste:

Ufficio Partecipate, Partnership e Progetti strategici

Piazzale Europa, 1

I - 34127 Trieste

Ph.: +39 040 5583012/2559

e-mail: agata.mannino@amm.units.it

At Hangzhou Dianzi University:

International Office

No. 1158, Avenue 2, Qiantang New Area

310018 Hangzhou


Ph.: +86 571 86915076

e-mail: xh@hdu.edu.cn

University of Trieste **20 GEN. 2021**

The Rector

Prof. Roberto Di Lenarda



Hangzhou Dianzi University **2021. 1. 29**

The Rector

Prof. Zefei Zhu

