



**UNIVERSITÀ
DEGLI STUDI
DI TRIESTE**



**University of Colorado
Denver**

**MEMORANDUM OF UNDERSTANDING (MOU)
between
THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE,
FOR AND ON BEHALF OF
THE UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS
and
THE UNIVERSITÀ DEGLI STUDI DI TRIESTE**

The University of Trieste, represented by its Rector Prof. Roberto Di Lenarda and the University of Colorado Denver | Anschutz, represented by its Executive Vice Chancellor Prof. Roderick Nairn, PhD and Provost Constancio Nakuma, PhD 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 codified in an Addendum to this MoU. Executive Protocols are integrated into this MoU which specifies the governing of the joint activities.

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 an Addendum to this MoU.

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, or 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 (5) 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. Institutional Autonomy

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.

The Parties will maintain their institutional and administrative autonomy, and will collaborate within the laws and regulations of each institution. The Parties will not decline or give up the rights and responsibilities established in this MoU without mutual accord. Each Party to this MoU does not assume the obligations of the other Party or represent it, always and exclusively acting in its own name and on its own, unless there is express authorization. Any guarantee of one of the Parties for the obligations contracted by the other Party is excluded.

12. International Compliance

The Parties represent, warrant, and undertake that they will comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the U.K. Bribery Act of 2010, as amended, and any anti-boycott laws including, without limitation, the Export Administration Act (EAA), as amended, including the 1977 amendments to the EAA, or the 1976 Tax Reform Act, (TRA), as amended or relevant anti-bribery or anti-boycott laws or regulations in their home country and shall not cause the Parties nor its employees to be in breach of any applicable anti-bribery laws. Further, the Parties hereby agree that all funds, including funds to or from any third parties, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules, and executive orders. The Parties adhere to the principles of the Code of Ethics of each institution and undertake to respect it, and to enforce it by any of its collaborators, all the contents, principles, and procedures and, in general, to refrain from any violation of the same.

13. Dispute Resolution

Where a problem or dispute occurs, 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.

14. Liaison Offices

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

At the University of Trieste:
Office for Business relations, Partnerships and
Strategic projects
Piazzale Europa, 1
I - 34127 Trieste
Ph.: +39 040 5583092
e-mail: tatiana. bertolotti@amm.units.it

At the University of Colorado Denver |
Anschutz

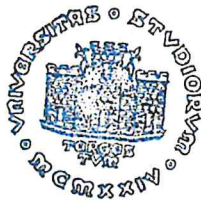
Office of International Affairs

13001 East 17th Place
Aurora, CO 80045

University of Trieste
The Rector

6 OTT. 2021

Prof. Roberto Di Lenarda



University of Colorado Anschutz
Executive Vice Chancellor for Academic
and Student Affairs

Roderick Nairn, PhD

At the University of Colorado Denver |
Anschutz

Office of International Affairs

1380 Lawrence St #1400
Denver, CO 80204

University of Colorado Denver
Provost and Executive Vice Chancellor
for Academic and Student Affairs

Constancio Nakuma, PhD