

Univerza v Ljubljani



**UNIVERSITÀ
DEGLI STUDI
DI TRIESTE**

COOPERATION AGREEMENT
between
the University of Ljubljana
represented by Prof. Dr. Gregor Majdič, Rector
and
the University of Trieste
represented by Prof. Roberto Di Lenarda, Rector

In order to promote international understanding and to enhance educational and research opportunities for its students and staff, the University of Trieste, Piazzale Europa, 34127-Trieste, Italia, and the University of Ljubljana, Kongresni trg 12, 1000 Ljubljana, Slovenia (in particular: Biotechnical Faculty, Faculty of Architecture, Faculty of Arts (Department of Slovene Studies, Department of Romance Languages and Literatures, Department of Translation Studies, Department of Psychology), Faculty of Civil and Geodetic Engineering, Faculty of Law, Faculty of Mechanical Engineering, Faculty of Medicine, Faculty of Natural Sciences and Engineering) have signed this agreement with the following provisions:

1. Subject of the Agreement

The common purpose of this Agreement is to promote cooperation between the University of Trieste and the University of Ljubljana.

2. Main areas of Cooperation

- 2.1.** The two Universities agree and shall endeavour to establish general cooperation in the following activities:
- Exchange of staff and students;
 - Offering study programmes in Slovene language;
 - Introducing new study programmes in Slovene language;
 - Organization of joint research activities/projects;
 - Organization of joint conferences, seminars, workshops, symposia, etc.;
 - Exchange of publications, materials and information for scientific, academic, educational and informational purposes.
- 2.2.** For the implementation of each cooperation activity, both institutions shall draw up a written work programme describing the forms, means and respective responsibilities which shall then be the subject of a specific agreement signed by the representatives of both Parties, to be implemented by the Parties concerned, in particular as regards exchanges of students and staff and intellectual property in research.
- 2.3.** Cooperation may also cover other areas agreed by the Parties. The Parties may supplement the detailed provisions on cooperation by written annexes to this Agreement.

3. Procedure of interaction between the Parties

- 3.1.** The Parties shall not be liable for the obligations of the other Party that do not arise from this contract.
- 3.2.** In order to implement the cooperation, the Parties shall undertake the following obligations on the basis of equality and mutual benefit:

- They shall perform their obligations under this Agreement on time and in good quality;
 - Each Party shall be independently responsible for the performance of its part of the joint work;
 - Each of the Parties shall have the right, for the purposes of this Agreement, to enter into other arrangements to carry out its obligations under this Agreement.
- 3.3.** The Parties shall ensure the confidentiality of information relating to the subject matter of this Agreement, the results obtained and the data necessary for the performance of the obligations assumed by the Parties under this Agreement.
- 3.4.** The Parties undertake to create all the necessary conditions for the implementation of this Agreement and to take measures to implement the agreements reached.

4. Insurance

Each person involved in all foreseen activities of this agreement has to provide her/himself with a suitable health and third party liability insurance, according to the home country's regulations.

5. Contacts

- 5.1.** Each Party shall appoint its Representative to coordinate activities under this Agreement:

University of Ljubljana:

- Biotechnical Faculty: katarina.rihtarsic@bf.uni-lj.si
- Faculty of Architecture: tadej.glazar@fa.uni-lj.si
- Faculty of Arts (Department of Slovene Studies, Department of Romance Languages and Literatures, Department of Translation Studies, Department of Psychology): internationaloffice@ff.uni-lj.si
- Faculty of Civil and Geodetic Engineering: Polona.Pavlovic-Preseren@fgg.uni-lj.si
- Faculty of Law: darja.rabzelj@pf.uni-lj.si
- Faculty of Mechanical Engineering: international@fs.uni-lj.si
- Faculty of Medicine: jerneja.celofiga@mf.uni-lj.si
- Faculty of Natural Sciences and Engineering: alenka.salejlah@ntf.uni-lj.si

University of Trieste:

- Civil and Geodetic Engineering, Electrical Energy and Systems Engineering, Naval Engineering, Mechanical Engineering, Process and Materials Engineering, Computer and Electronic Engineerin, Clinical Engineering; Architecture: Prof. Raffaella Cefalo (raffaella.cefalo@dia.units.it)
- Mathematics: Prof. Stefano Maset (maset@units.it)
- Applied Interlinguistic Communication: Prof. Karin Marc Bratina (kmarcbratina@units.it)
- Environmental and Applied Botany and Plant Physiology; Genetics, Biochemistry, Physiology, Comparative Anatomy and Cytology; Development and Educational Psychology: Prof. Sandra Pellizzoni (spellizzoni@units.it)

- 5.2.** All notices to be given under this Agreement shall be in writing and addressed to the addresses and recipients set forth above.
- 5.3.** Where formal notice, consent or approval is required by this Agreement, such notice shall be signed by an authorised representative of a Party and either delivered personally or sent by certified mail, return receipt requested.
- 5.4.** Other notices between the Parties may be given by other means, such as email with acknowledgement of receipt, which shall satisfy the conditions of being in writing.
- 5.5.** Any change of persons or contact details shall be notified without delay.

6. Financial Arrangements

- 6.1. Both Parties agree that all specific and financial arrangements must be negotiated and are subject to the availability of funds.
- 6.2. The Universities undertake to obtain financial support from national and international organizations for the activities and exchanges to be carried out under this Agreement.
- 6.3. Neither Party shall incur any financial obligation under this Agreement. Each Party agrees to work to facilitate funding mechanisms and any financial commitments will be annexed to this agreement.
- 6.4. Both Universities undertake to seek reciprocity in exchanges on a quantitative and qualitative level.

7. Results of intellectual activity

- 7.1. Results of intellectual activity (RIA) obtained by either Party prior to the entry into force of this Agreement or independently outside the scope of this Agreement shall belong to the Party that obtained such results.
- 7.2. Ownership of Protected Rights to RIA created under this Agreement and in the performance of the Joint Work under this Agreement shall be governed by a Specific Agreement setting forth, among other things, each Cooperative Activity and the corresponding RIA and the corresponding Annexes, independent contracts and agreements.
- 7.3. The Parties shall assist each other in protecting their intellectual property rights and in protecting themselves from unfair competition by third parties.
- 7.4. Exploratory and applied research shall be carried out in accordance with independent agreements between the Parties governing the terms and conditions for the conduct of the said research.

8. Non-disclosure of information

- 8.1. All information disclosed by one Party (the "Disclosing Party") to another Party (the "Recipient") in connection with this Agreement that is expressly marked "Confidential" at the time of disclosure or, if disclosed orally, marked Confidential at the time of disclosure and confirmed and designated as Confidential Information in writing by the Disclosing Party no later than 15 calendar days after the oral disclosure, shall be "Confidential Information" in whatever form or manner.
- 8.2. The foregoing shall not apply to the disclosure or use of Confidential Information if and to the extent that the recipient can demonstrate that:
 - the Confidential Information has become or is becoming publicly available otherwise than as a result of a breach of the Recipient's confidentiality obligations;
 - the Disclosing Party subsequently notifies the recipient that the Confidential Information is no longer confidential;
 - the Confidential Information is disclosed to the Recipient without an obligation of confidentiality by a third party who, to the best of the Recipient's knowledge, is lawfully in possession of it and is under no obligation of confidentiality to the Disclosing Party;
 - the disclosure or communication of the Confidential Information is envisaged under the terms of the Agreement;
 - the Confidential Information was at any time developed by the Recipient wholly independently of such disclosure by the Disclosing Party;
 - the Confidential Information was already known to the Recipient prior to such disclosure;or
 - the Recipient is required to disclose the Confidential Information to comply with an applicable law or regulation or a court or governmental order.

- 8.3. Each Party shall promptly notify the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information upon becoming aware of such unauthorised disclosure, misappropriation or misuse.
- 8.4. If a Party determines that it must or is likely to disclose Confidential Information in order to comply with any applicable law or regulation or any court or administrative order, it shall, to the extent it is legally able to do so, prior to such disclosure
 - notify the Disclosing Party; and
 - comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 8.5. Both Universities shall comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and repealing Directive 95/46/ EC (the General Data Protection Regulation) in relation to the personal data being processed.

9. Legal provisions

- 9.1. Nothing in this Agreement shall be construed as requiring any Party to violate any mandatory provision of law under which such party is operating.
- 9.2. This Agreement shall be construed in accordance with and governed by the laws of Belgium, excluding its conflict of law provisions. The Parties shall endeavour to resolve their disputes amicably. Any dispute, controversy or claim arising out of or relating to this Agreement or any subsequent amendments to this Agreement, including but not limited to its formation, validity, binding effect, interpretation, performance, breach or termination and non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels, unless otherwise agreed. The language to be used in the mediation shall be English, unless otherwise agreed. If and to the extent that any such dispute, controversy or claim has not been resolved within 60 calendar days after the commencement of the Mediation, the courts of Brussels shall have exclusive jurisdiction.
- 9.3. Nothing in this Agreement shall be construed as requiring either Party to breach any mandatory provision of law applicable to that Party.

10. Final Provisions

- 10.1. This Agreement is written in the English language, which shall govern all documents, communications, meetings and proceedings relating to this Agreement.
- 10.2. This Agreement shall be effective for a period of 5 years from the date of its signature by the Parties.
- 10.3. This Agreement may be terminated by written notice. Written notice must be received by the other Party no later than three months prior to the intended termination date. Termination shall not cancel any other contracts or agreements existing between the Parties.
- 10.4. Amendments and additions to this contract shall only be valid if they are set out in a written annex and signed by the contracting Parties.
- 10.5. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

11. Legal addresses and signatures of the Parties

On behalf of
the University of Ljubljana,
Kongresni trg 12, 1000 Ljubljana,
Slovenia

On behalf of
the University of Trieste
Piazzale Europa, 34127-Trieste,
Italia

Prof. Dr. Gregor Majdič
Rector

Prof. Roberto Di Lenarda
Rector