



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.<sup>1</sup>

#### **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.

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<sup>1</sup> 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

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e-mail: [agata.mannino@amm.units.it](mailto:agata.mannino@amm.units.it)

University of Trieste

The Rector

Prof. Roberto Di Lenarda

### At Hangzhou Dianzi University:

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310018 Hangzhou

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Hangzhou Dianzi University

The Rector

Prof. Zefei Zhu

## Affiliation: Chinese translation of the MOU

附件：中文翻译

中国杭州电子科技大学

与

意大利的里雅斯特大学

谅解备忘录

意大利的里雅斯特大学，由校长Roberto Di Lenarda教授作为全权代表与中国杭州电子科技大学，由校长朱泽飞教授作为全权代表，同意建立文化、科学和教育联系的重要性和有效性，以维护和巩固两校及其国家之间的友谊。

本谅解备忘录（以下简称备忘录）旨在促进双方在教育、学习和研究方面的合作。

本备忘录对双方均不构成法律或经济上的约束。其目的是以学术合作为主要目标，促进两校互利互惠的关系。

### 1. 通用条款

本备忘录明确双方将启动在共同关注的各个领域和学科的合作，合作将以书面执行协议阐明，并制定在教育（或）科研方面的合作方案以及预期目标。

### 2. 合作类型

双方表示愿意共同推进在教育和研究方面的合作。根据本备忘录，合作类型包括：

- （1）联合研究项目和共同科研计划，例如研讨会、讲座等；
- （2）学术和行政人员互访；
- （3）出版物、报告和其他学术资料交换；
- （4）学生互访；
- （5）使用另一方的研究设备和设施；
- （6）联合培养项目（例如双学位项目）；
- （7）学生短期出国学习；
- （8）双方同意开展的其他活动。

### 3. 执行协议

上述每一项具体合作的开展与执行将由双方另行约定，并以书面执行协议的形式予以阐明，详述合作项目的管理方式，该执行协议将成为本备忘录不可分割的一部分。

### 4. 保险

所有涉及本备忘录拟开展活动的人员必须根据本国规定，确保身体健康并持有第三方责任保险。

### 5. 知识产权

除非另有约定，任何一方均有权采取一切行动保护目前合作产生的科研成果。如有共同成果，双方将根据各自在其中贡献的比例共同拥有其知识产权。双方承诺将根据其所在国家现行的法律和条例保护和利用它们。

## 6. 宣传材料和校徽的使用

未经书面同意，任何一方不得在任何形式的宣传或推广材料中使用对方的校名和校徽。

## 7. 财务安排

双方认可并理解，如涉及相关财务安排，需经谈判并在具体的执行协议中阐明。

## 8. 语言

本备忘录以英文书就，一式两份。英文是唯一权威的版本。

## 9. 平等机会

双方不得因民族或种族、肤色、宗教、政治观点、年龄、性别、性取向、婚姻或家庭状况、残疾等原因进行人身歧视。

## 10. 有效性

本备忘录经双方法人代表签署后生效。自签署之日起五年内有效。双方可通过各自正式授权的代表，经双方书面同意，延长本备忘录的期限。

任何一方均可书面终止/取消该备忘录，但须至少提前三个月通知对方。届时任何正在进行的和计划中的活动将不受影响。

如本备忘录需进行修改，需经双方正式授权的代表以书面形式达成一致。

修改自最后一方签字之日或修改请求获得批准之日起生效。

## 11. 争端解决

在产生问题或争端时，双方将首先设法在内部尽最大努力解决，尽一切必要努力通过直接谈判解决。调解不成时，应提交调解委员会，由三名成员组成，其中双方校长分别指定一名成员，调解委员会主席由双方共同指定。任命的委员会应审查问题或争议，并提出建议。双方应平均分担任命委员会所产生的所有费用。

如果第一次通知发出后 20 天内争议仍未解决，双方应将该项提交被告国家境内的有管辖权的法院。

但是，双方与学院、部门、员工和学生的关系应受该机构所在国现行法律的管辖。

## 12. 联络机构

负责执行和修改或延长本备忘录的办公室如下：

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