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## MEMORANDUM OF UNDERSTANDING (MoU)

Between

UNIVERSITY OF TRIESTE (ITALY)

and

TON DUC THANG UNIVERSITY (VIET NAM)

The University of Trieste, with legal address Piazzale Europa, 1 – 34127 Trieste (Italy), 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 on 28.09.2023 and the Director of the Department of Engineering and Architecture Prof. Paolo Gallina

and

Ton Duc Thang University, with legal address at 19 Nguyen Huu Tho, District 7, Ho Chi Minh City, Viet Nam, represented by its President, Dr. Tran Trong Dao, who intervenes not on his own but as a legal representative and has been authorized to sign this document by the Vietnam General Confederation of Labor and Ton Duc Thang University Council.

hereinafter named “the Parties”

agree on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate the ties between the two Institutions and their Countries. This Memorandum of Understanding, hereinafter referred to as “MoU” contributes to the joint pursuit of education, learning and research and does not bind either of the two parties legally or financially.

For the University of Trieste, the proposing academic for the purposes of this MoU is Prof. Elena Marchigiani of the Department of Engineering and Architecture

For Ton Duc Thang University, the proposing academic for the purposes of this MoU is Dr. Tran Minh Tung, Dean of Civil Engineering Faculty.

### 1. General purpose

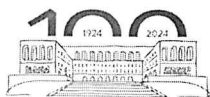
The present MoU aims to promote relations that will mutually benefit each Institution, this being the primary goal of academic collaboration.

It will be articulated in written Executive Protocols, which will establish the implementation of specific forms of co-operation which will be separately signed by both Parties, specifying the implementation of joint activities, financial aspects, if necessary and any other details.

### 2. Assistance and Support

Each Party, in accordance with its respective statutes and regulations, shall ensure assistance and support to academics and students of the partner Institution visiting the hosting Institution.

\* The Chancellor/Rector/President/Vice-Chancellor/Provost



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### **3. 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.

### **4. 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 and a separate agreement will be arranged to govern the relationship between the parties regarding the filing of patents or any other protection of the research.

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

### **5. 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.

### **6. Promotional Material, brand and official seal**

Neither Institution shall use name, brand, official seal or other designation of the other Party (including abbreviations) for advertising purposes, or any other promotional activity, without first obtaining the written consent of the other Institution.

### **7. Data Protection**

The Parties undertake not to disclose to third parties any information, technical data, documents and news expressly designated as confidential referred to the other party, of which they might become aware as result of the activity carried out within the framework of the cooperation established with and under this MoU.

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).

### **8. 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.

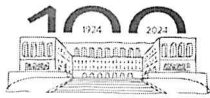
### **9. Languages**

This MoU has been drawn up in English in two original copies. English text is the only authoritative version. If further versions in other languages are needed for internal regulations in force, 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.

### **10. Limitation of liability clause**

Each Party of this Memorandum of Understanding is acting always and exclusively in its own name and on its own behalf, and any liability for the obligations entered into by the other Party shall be

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excluded, unless expressly agreed in writing to that effect.

### **11. Validity and Amendments**

This MoU shall enter in force after legal representatives' signature of each Institution. It will be valid for six (6) years from the date of the signature of the last Institution.

Amendments to this MoU may only be made by mutual agreement in writing by the duly authorized representatives of both Institutions.

### **12. Termination**

Besides provisions envisaged in article 7, this MoU may be terminated by any of the Parties by written notice certified at least two months before the expiry date.

All protocols and/or agreements descending from this MoU will be terminated as well.

However, any termination shall not affect already ongoing activities or projects, except when both Parties jointly agree otherwise.

Any termination will not give right to claim indemnification of any nature to any of the Parties.

### **13. Renewal**

At the expired date, parties may agree to continue the collaboration by a formal renewal of this MoU for a further period of equivalent duration, in writing, by mutual consent of the legal representatives of both Institutions duly authorized by their respective governing bodies, through an exchange of letters.

Requests of renewal should be submitted by the proposing academic of the MoU to the respective administrative offices of both Universities at least 60 days before the expiry date.

No automatic renewal is foreseen.

If not renewed, the agreement ceases its effects, without prejudice to the continuation of any ongoing activities.

### **14. 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.

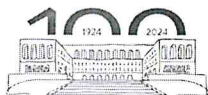
If, within twenty days of sending the first notice, the dispute continues, the Parties shall refer the matter to the competent court on the territory of the defendant's country.

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.

### **15. Liaison Offices and contact persons**

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

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**For Ton Duc Thang University**

MSc. Dang The Hien

Civil Engineering Faculty's international coordinator

E-mail: dangthehien@tdtu.edu.vn

**For the University of Trieste:**

Prof. Elena Marchigiani

Department of Engineering and Architecture

E-mail: emarchigiani@units.it

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

**For Ton Duc Thang University**

*Civil Engineering Faculty*

*D004, Ton Duc Thang University*

*19 Nguyen Huu Tho, Tan Phong Ward, District 7, Ho Chi Minh City, Viet Nam*

khoaktct@tdtu.edu.vn

dangthehien@tdtu.edu.vn

**For the University of Trieste:**

Unità di staff Cooperazione allo sviluppo e Reti di università

Piazzale Europa 1

I-34138 Trieste

relazioni.internazionali@amm.units.it

**SIGNATURES**

University of Trieste

The Director of the Department of

Engineering and Architecture

Prof. Paolo Gallina

The Rector of the University of Trieste

Prof. Roberto Di Lenarda

Date

31 MAR. 2024

The President of the Ton Duc Thang University

Dr. Tran Trong Dao.

Date

