



### MEMORANDUM OF UNDERSTANDING (MOU) between

# THE UNIVERSIDAD CATÓLICA "NUESTRA SEÑORA DE LA ASUNCIÓN" (PARAGUAY) and THE UNIVERSITÀ DEGLI STUDI DI TRIESTE

The University of Trieste, represented by its Rector Prof. Roberto Di Lenarda and the Universidad *Católica* "Nuestra Señora de la *Asunción*", represented by its Rector Pbro. Dr. Narciso Velázquez Ferreira 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. 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.

<sup>&</sup>lt;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.

#### 12. Liaison Offices

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

#### At the University of Trieste:

Unità di Staff Internazionalizzazione Servizio Relazioni Internazionali Piazzale Europa, 1 I - 34127 Trieste

Ph.: +39 040 5583002/2796/7996

e-mail: relazioni.internazionali@amm.units.it

University of Trieste

12 4 MAG. 2022

The Rector Prof. Roberto Di Lenarda

At the Universidad Católica "Nuestra Señora de la Asunción":

Oficina de Relaciones Institucionales/ Secretaría General Adjunta Cordillera del Amambay 176 y Comuneros C.C. 1718 Asunción - Paraguay +595 (21) 44 10 44 relinter@uc.edu.py

Universidad Católica "Nuestra Señora de la Asunción"

The Rector

Prof. Dr. Narciso Velázquez Ferreira





## EXECUTIVE PROTOCOL OF THE Mou FOR COOPERATION BETWEEN THE UNIVERSITY OF TRIESTE (ITALY)

#### AND

## THE UNIVERSIDAD CATÓLICA "NUESTRA SEÑORA DE LA ASUNCIÓN" (PARAGUAY)

The University of Trieste, and the Universidad Católica "Nuestra Señora *de la* Asunción" in order to put into practice the MoU signed on ...../....., to foster development of cultural and scientific cooperation of mutual advantage to both Universities and to reinforce such cooperation, agree on the following points.

Art. 1: Scientific, educational and cultural cooperation shall be undertaken in the field(s) of:

- a) training and updating courses for teachers;
- b) training for postgraduate students;
- c) research activities in Anthropology, Geography, Social sciences, Education;
- d) research activities in Spanish language and translation, Spanish and Latino-american literature,
- e) courses of Italian language and culture;
- f) supporting local cooperation programmes and activities in education and social fields.

Such cooperation shall be carried out on the basis of equal and mutual advantage, and reserves the opportunity to define, through written mutual consent, further fields of activity.

- **Art. 2:** In order to achieve the objectives set out in Article 1, scientific, educational and cultural cooperation will be implemented through the following activities:
  - Joint research projects and common scientific initiatives, such as seminars, lectures etc.;
  - Reciprocal exchange of staff and faculty;
  - Exchange of publications, reports and other academic information;
  - Use of the research equipment and free access to the facilities of both institutions.
- **Art. 3**: In order to implement the aforementioned points, reciprocal exchange of academic staff between both Universities will be promoted, subject to the available budget. Travel expenses of visiting academic staff shall be borne by the home University. A food and lodging supplement or, alternatively, lodging and a per-day allowance shall be granted by the host University.

Individual exchanges shall not exceed 15 days per each visit for a maximum of 45 days each year. The exchange of scholars, within the conditions stated above, shall be based on reciprocity.

Art. 4 The scientific scholars responsible for the project are respectively Prof. Ana Cecilia Prenz (a-b-d.e-f), Prof. Dragan Umek (a-b-c-e-f) and Pror. Jose Francisco Medina Montero (a-b-d-e-f) for the University of Trieste and Prof. P. Antoni Miró Gallego for the Universidad Católica "Nuestra Señora de la Asunción"

- **Art. 5** Each person involved in all foreseen activities of this Executive Protocol has to provide him/herself with a suitable health and third party liability insurance, according to the home country's regulations.
- **Art. 6:** Each contracting party shall ensure, in compliance with its respective national laws and institutional regulations, any kind of assistance and facilitations for scholars temporarily residing on its territory, allowing them to perform the assigned tasks under the provisions of this agreement.
- **Art. 7:** This executive protocol shall remain in force for three years and, subject to approval by both parties, may be extended by mutual consent, in writing, by their duly authorized representatives until the MoU will expire. In any case, this protocol may be terminated in writing by one of the parties with at least a notice period of three months before the requested date of expiration. Any ongoing or already scheduled activity at that time will not be affected.
- **Art. 8:** For any point not specifically covered in this Executive Protocol it shall be referred to the Memorandum of Understanding.

Trieste, 12 4 MAG. 2022 University of Trieste

Asunción, Universidad Católica "Nuestra Señora *de la* Asunción"

The Rector
Prof. Roberto Di Lenarda

The Rector

Prof. Dr. Narciso Velázquez Ferreira