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Prot. 767B

Trieste, .....

16 GIU. 2021



UNIVERSITÀ  
DEGLI STUDI DI TRIESTE

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITÉ DE PARIS,  
FRANCE**

**AND**

**UNIVERSITÀ DEGLI STUDI DI TRIESTE  
ITALY**

The two parties to this Memorandum of Understanding,

On the first hand,

Université de Paris,  
A scientific, cultural and professional institution,  
Located at 85, Boulevard Saint-Germain, 75006 Paris - France,  
Represented by its President, Professor Christine CLERICI  
Acting in her official capacity under the powers conferred on her,

And

On the other hand,

Università degli Studi di Trieste,  
Located at Piazzale Europa, 1, 34127 Trieste TS, Italy,  
represented by its Rector, Professor Roberto DI LENARDA,  
acting in his official capacity under the powers conferred on him,

Hereinafter referred to jointly as the "partner universities",

Animated by a common desire to establish and foster a closer cooperation in the fields of higher education and research,

In view of the laws and regulations as regards cooperation between France and Italy in the fields of higher education, scientific and technical research, and culture,

In view, also of the laws and regulations governing higher education and research in France, in Italy, at Université de Paris and at Università degli Studi di Trieste,

Have agreed as follows:

### **Article 1 - Collaborations**

Complying with current laws and regulations in each of the institutions and their respective countries, University of Paris and Università degli Studi di Trieste, agree to cooperate in the following areas:

1. Exchanges of lecturers and researchers,
2. Exchanges of students,
3. Exchanges of technical and administrative staff according to specific requirements,
4. The setting up of dual or joint teaching programmes,
5. The setting up of up joint research programmes,

6. Joint scientific supervision of research students (with the possible setting-up of dual or joint PhDs),
7. Facilitating access to scientific knowledge (exchanges of teaching material, documentation, publications, etc.),
8. Joint organization and promotion of scientific conferences, workshops, and short-term projects (e.g. summer programmes),
9. Participation in all forms of exchanges that are likely to enhance and support their institutions and staff, whether in the context of their internal operation or of relations with their economic, industrial, social or cultural environments.
10. Other forms of cooperation: new pedagogical tools, e-learning, help towards the setting-up of new research structures, etc.

## **Article 2 – Scope of the agreement**

The cooperation may relate to all the disciplines that are common to the two partner universities.

## **Article 3 – Implementation agreements**

The provisions relating to the activities specified in Articles 1 and 2 shall be laid down jointly and, depending on the components and/or disciplines in question, implementation agreements hereto shall be drawn up and annexed to the present Memorandum of Understanding.

These agreements shall set forth the objectives, contents and staff required and the teaching, administrative and financial terms and conditions for implementing the areas of cooperation described in Articles 1 and 2. The said agreements shall also state the monitoring and assessment procedures and the frequency thereof.

The agreements may be updated on a regular basis as and when required. They shall be signed by the representatives of the two partner universities.

## **Article 4 – Exchange of information**

None of the information acquired or exchanged in connection with the cooperation and, in particular, during the scientific stays, and the results of research conducted or techniques perfected jointly, shall be disclosed to third parties without the prior written consent of each of the partner universities.

## **Article 5 – Intellectual property**

For each project that includes cooperation in the field of research, the partner universities shall ensure that the intellectual property rights are adequately protected and that they are fairly apportioned.

The following rules shall apply to the cooperation:

- In the context of research projects, each of the partner universities shall have sole title to all the intellectual property rights acquired beforehand or which arise from independent research.
- The results from projects that are not covered by the preceding paragraph, conducted in the scientific fields described in the implementation agreements annexed hereto and for which intellectual property rights may be granted, shall be protected as follows: where an application for a patent is filed, both partner universities shall examine together the terms and conditions for filing, extending and retaining the property rights in accordance with the parties' respective intellectual contributions.

## **Article 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.

## **Article 7 – Means and resources**

The partner universities shall enter into this Agreement within the limits of the available resources of each party. However, each of the two universities shall make an effort to find the resources and the infrastructure necessary to perform the specific activities referred to herein.

In order that the cooperation referred to in Articles 1, 2 and 3 herein may be implemented and, *inter alia*, in order to finance the exchange projects (equipment, setting-up, assignments, training periods etc.), the two partner universities shall seek financing from their appropriate respective government department or, where appropriate, from any external partners.

## **Article 8 – Insurance**

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

## **Article 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.

## **Article 10 – Duration of the Memorandum of Understanding**

This Memorandum of understanding shall become effective as from the date on which the last signature is affixed by either Party, subject to the approval - where required - of the appropriate authorities in each country. It shall be entered into for a five-year term.

Each partner university may apply for the Agreement to be amended or renewed. Said amendment or renewal shall be made by means of a rider drawn up jointly by the partner universities, subject to approval of the appropriate authorities of each country where required.

Either of the partner universities may seek to terminate the Agreement, provided that it informs the other university of its decision in writing, giving six months' notice. In the event of termination, the projects in progress shall continue until the end of the current university year at the latest.

In the event that this Agreement is not renewed, the projects in progress shall continue until the end of the current university year at the latest.

This Agreement may be renewed for a maximum of 5 years, following a request for renewal made by one of the 2 parties, within 6 months prior to the expiry date of the Agreement. Each renewal shall, if necessary, be subject to the approval of the competent regulatory authorities.

In the event of non-renewal of this agreement, current actions shall continue until the end of the current academic year at the latest.

## **Article 11 – Settlement of disputes**

The partner universities shall make every effort to reach an out-of-court settlement for any disputes that arise on signing or performing this Agreement.

If the problem or dispute cannot be resolved in this manner, the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations. The parties shall share equally all expenses incurred in appointing the third party.

## Article 12 - Text of the agreement

Memorandum of Understanding shall be drafted in four original copies with identical content, two in French and two in English. The English text will prevail<sup>1</sup>

## Article 13 - Liaison Offices

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

At the University of Trieste:  
Innovation office

Piazzale Europa, 1  
I - 34127 Trieste  
Ph.: +39 040 5583012/2559  
e-mail: agata.mannino@amm.units.it

At Université de Paris:  
International Relations and Strategy  
Office (DGDRIVE)  
85 boulevard Saint-Germain  
75006 Paris - France  
Ph.: +33 1 57 27 59 53  
e-mail:international-relations@u-paris.fr

Signed in Trieste, on

24 NOV. 2020

Università degli Studi di Trieste

Signed in Paris, on **10 JUN 2021**

Université de Paris

**Professor Roberto DI LENARDA**

Rector



**Professor Christine CLERICI**

President



Christine Clerici  
Présidente

<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.