

# **AGREEMENT OF COOPERATION**

## **BETWEEN**

**The University of Modena and Reggio Emilia, Italy**

**Dipartimento di Ingegneria Dell' Informazione**

## **AND**

**The University of Texas at Dallas, U.S.A.**

**Erik Jonsson School of Engineering and Computer Science**

The Erik Jonsson School of Engineering and Computer Science at The University of Texas Dallas (hereinafter referred to as "UTD ECS") located at 800 W. Campbell Road – EC32, Richardson, Texas, 75080, U.S.A., represented by its Dean, Mark Spong, and the Dipartimento di Ingegneria Dell'Informazione at the University of Modena and Reggio Emilia (hereinafter referred to as "UMRE DII") located at Via Vignolese 905, Modena, Italy, tax code and VAT No. 00427620364 represented by its Director, Gianni Immovilli, born in Reggio Emilia on January 27, 1940, officially authorized by the Departmental Board at the session on July 20, 2009, enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

### **Recitals**

**Whereas** there is mutual interest of both Universities in the development of scientific research and the training of scientific and technical staff; and

**Whereas** both institutions have common scientific and academic programs; and

**Whereas** there is a mutual willingness to extend the collaboration further;

**Now Therefore**, the parties agree as follows:

### **ARTICLE 1 – AIM OF THE COLLABORATION PROGRAM**

The parties undertake to set up didactic and integrated research activities, and also arrange for the potential use of scientific and technical apparatus of mutual interest.

Initially the collaboration will concern the fields of Semantic Web, Natural Language Processing and Databases, Intelligent Systems and will be successively extended to other sectors or structures of the contracting Universities, subject to the design of program agreement(s).

### **ARTICLE 2 – TOPICS OF THE COLLABORATION PROGRAMME**

UTD ECS and UMRE DII will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;

- receive graduate students of the partner institution for periods of study and/or research;
- jointly organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

### **ARTICLE 3 - INTERCHANGE OF STAFF AND RELATED DUTIES**

Resources for implementation of the Agreement of Cooperation may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement unless specifically stated otherwise in a Program Agreement. No implementation of any portion of the Agreement may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement a Program Agreement and funding for such purposes is not appropriated to that institution or is not otherwise available to the institution, the institution shall have no further financial obligations upon such determination.

### **ARTICLE 4 – TECHNICAL & SCIENTIFIC COORDINATION**

Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under this Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Agreement.

UTD ECS:                   Sanda M. Harabagiu, Computer Science Faculty, 800 W. Campbell Rd. –  
EC 31, Richardson, Texas, 75080, U.S.A. Tel. (972) 883-4654, E-mail:  
sanda@utdallas.edu

UMRE DII:                 Sonia Bergamaschi, Dipartimento di Ingegneria Dell'Informazione,  
University of Modena and Reggio Emilia, Via Vignolese 905, 41125  
Modena, Italy, Tel +39 059 2056132, E-mail:  
sonia.bergamaschi@unimore.it

### **ARTICLE 5 – EXPENSES AND IMMIGRATION PROTOCOL**

The scope of the activities under this Agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this Agreement unless specifically stated otherwise in a Program Agreement.

Students and faculty must comply with host institution's immigration guidelines and

requirements of the host institution's country such as a comprehensive health insurance, including medical evacuation and repatriation benefits and consult host institution, before departure, to obtain guidance about immigration requirements.

#### **ARTICLE 6 – INTELLECTUAL PROPERTY AND RESEARCH PROTOCOL**

All publications resulting from the collaboration between the two institutions under this Agreement must give recognition to the Agreement therein. Likewise, the Agreement must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

#### **ARTICLE 7 – INSURANCE COVER**

Both parties shall maintain appropriate insurance coverage against liability for bodily injury and property damage for which it is held liable for the duration of the Agreement. Both parties shall deliver certificates of insurance reasonably satisfactory to other party evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the performance of any activities to be performed by either party hereunder from or after the date of this Agreement. Such insurance policies, with the exception of Workers' Compensation, Employer's Liability shall include and such certificate of insurance shall reflect UTD ECS or UMRE DII as an Additional Insured, as appropriate, with respect to vicarious liability arising from other party's activities hereunder and shall provide that the policies required herein will not be canceled until after insurer has provided thirty (30) days written notice to other party.

The University of Modena and Reggio Emilia has taken out the following insurance cover (the insurances are yearly renewed):

- "Public liability towards third parties and staff" policy no. 0147.0726241.51 issued by Fondiaria Sai S.p.A. expiring on 31 December 2009, for personal injury and property damage caused to third parties, with an indemnity limit of €10,000,000.00, such cover being valid worldwide;
- "PERSONAL INJURY" policy no. 45175967, issued by Unipol S.p.A. expiring on 31 December 2009, insuring against accidents to students enrolled on courses at the University of Modena and Reggio Emilia, including those attending specialisation or refresher courses or in any case taking part in didactic, research, training and/or internship activities, including whilst on a study trip or stage, as well as professors, researchers, and other persons occupying similar positions, with such cover being valid worldwide.

#### **ARTICLE 8 – HEALTH INSURANCE**

Health, medical evacuation and repatriation insurances are mandatory. Parties will ensure that each participant has appropriate health and repatriation insurance coverage that meets the requirements of the host institution. Faculty and students must consult in advance to ensure required insurance coverage is obtained.

#### **ARTICLE 9 – HEALTH AND SAFETY IN THE WORKPLACE**

It is the duty of the host institution to treat and consider visiting staff to that institution in the same manner as its own staff, and thus visiting staff will benefit from exactly the same safeguards and information, in line with the role assumed in the host institution.

#### **ARTICLE 10 – GOVERNING, LAW, and RESOLUTION OF DISPUTES**

All activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each institution. In the case of UTD ECS, these are the laws, rules, and regulations of the State of Texas and the United States of America. In the case of UMRE DII, these are the laws, rules, and regulations of the Court of Modena and the Italian law.

In case of disputes, the parties, through the liaisons designated in clause 4 of this Agreement, shall make a good faith effort to obtain an amicable resolution. In the event that the parties are unable to reach agreement, it is agreed that any dispute arising between the contracting parties, relating to the interpretation, execution and resolution of this Agreement, will be referred to a standard Arbitration Board which will decide the matter in accordance with the laws.

#### **ARTICLE 11 – DURATION AND TERMINATION**

This Agreement shall be effective for an initial period of three (3) years, subject to renewal and subject to revision and modification by mutual written agreement, unless one party gives the other party ninety (90) days prior written notice of intent to terminate. If such notice is given, this Agreement shall terminate (a) at the end of such ninety (90) days; or (b) when all students and/or faculty participating and/or enrolled in a research project or program of study pursuant to the Agreement at the time such notice is given have completed their respective projects or programs, whichever occurs last.

EXECUTED by the Erik Jonsson School of Engineering and Computer Science at The University of Texas at Dallas and the Dipartimento di Ingegneria Dell' Informazione at the University of Modena and Reggio Emilia in duplicate copies, each of which shall be deemed an original.

**THE UNIVERSITY OF TEXAS AT DALLAS**

**UNIVERSITY OF MODENA AND REGGIO EMILIA**

*Mark W. Spong*

*Gianni Immovilli*

Mark Spong

Gianni Immovilli

Dean, Erik Jonsson School of Engineering and Computer Science

Director, Dipartimento di Ingegneria Dell' Informazione

Date: 10-15-09

Date: 10/28/2009



**Endorsed by**

B. Hobson Wildenthal

Executive Vice President and Provost

Date:

*B. Hobson Wildenthal*