



UNIVERSITÀ DEGLI STUDI DI MODENA E REGGIO EMILIA

**COLLABORATIVE AGREEMENT FOR CULTURE AND SCIENCE &
TECHNOLOGY BETWEEN THE UNIVERSITY OF MODENA AND REGGIO
EMILIA (ITALY) AND THE UNIVERSITY OF ZARAGOZA**

THE UNIVERSITY OF MODENA AND REGGIO EMILIA, with its registered office in Modena (Italy), Via Università n.4, tax code/fiscal code and VAT No. 00427620364, represented by the pro – tempore Rector, Prof. Aldo Tomasi, officially authorized by the Administrative Board of the University at the meeting held on 22/07/2009

AND

THE UNIVERSITY OF ZARAGOZA, represented by Mrs. María Pilar Zaragoza Fernández, Vice-Rector for Institutional Relations and Communication, acting in name and in behalf of the University of Zaragoza by virtue of Rectoral delegation issued on 19 June, 2008 and published in the Official Bulletin of Aragon nº 86 on 23 June, 2008.

whereas:

1. the mutual interest of both Universities in the development of scientific research and training of students, scientists and technicians;
2. the existing common scientific programmes;
3. the mutual willingness to extend the collaboration further;

agree on the collaboration programme specified in the following clauses:

ARTICLE 1 – AIM OF THE COLLABORATION PROGRAMME

Both parties decide to develop common research projects and set up didactic and integrated training activities, and also arrange for the potential use of scientific and technical apparatus of mutual interest.

ARTICLE 2 – COLLABORATION PROGRAMME TOPICS

In order to reach the aims of the agreement indicated under art.1, the parties agree upon



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defining by specific protocols or letters of intent the aims of common interest to be pursued during the period of validity of the present act.

As regards the development of the activities indicated under art. 1, the agreement provides for:

- a) the development of common research projects;
- b) the interchange of teaching staff, researchers and technical staff;
- c) student mobility;
- d) mutual acceptance of scholarship holders and PhD students;
- e) the interchange of scientific documentation and publications and data transmission networks;
- f) the organisation of special conventions, seminars, and scientific meetings, arranged by mutual agreement.

ARTICLE 3 - INTERCHANGE OF STAFF AND RELATED DUTIES

The parties agree that, as far as expenses relating to the execution of the agreement are concerned, and as far as art. 2 is concerned, there are no financial obligations placed upon the Universities, nor on the Faculties and Departments carrying out the activities referred to in this agreement.

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed, the parties will jointly own the technological and scientific results obtained within the present cooperation programme, in proportion to the efforts of each party. They undertake to protect and exploit them, according to the industrial laws and regulations in force in both Institutions.

ARTICLE 5 - DURATION

This agreement is to be considered valid for three years from the date on which it is signed and will be renewed by tacit agreement once only, for an additional three year period, except where written notice of cancellation is made by one of the contracting



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parties to the other at least three months prior to expire.

ARTICLE 6 – INSURANCE COVER

Both parties declare to have appropriate insurance cover against liability for personal injury and material damage for which it is held liable. The University of Modena and Reggio Emilia undertakes to publish its own insurance policies on the University website <http://direzionelegale.unimore.it>; such publication will constitute notification to all intents and purposes.

ARTICLE 7 – OBLIGATIONS IN THE EVENT OF AN ACCIDENT

In the event of an accident occurring during the performance of the activities referred to in this contract, each University undertakes to notify the other University immediately about the incident (indicating the relevant policy number) so as to enable the latter to make the necessary declaration according to the provisions set down by law or by the insurance contract.

It is understood that the existence of the said policies does not prejudice the right to commence any legal proceedings for liability, damages and compensation against third parties.

ARTICLE 8 – HEALTH INSURANCE

Each University must guarantee adequate health cover for persons indicated in clauses b),c) and d) of art. 2, whom it sends to the other university, in accordance with the law in force in the host country.

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 – DISPUTES

The parties undertake to resolve amicably and in the spirit of compromise, any dispute arising from this agreement.



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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 law.

ARTICLE 11 – EXPENSES

Each party will pay any duty under this contract eventually provided for by law of their country of origin.

This agreement consists of no. 4 written pages at this point.

Modena / the day of 27 MAG 2010

UNIVERSITY OF MODENA AND REGGIO EMILIA

The Rector
(Prof. Aldo Tomasi)



UNIVERSITY OF ZARAGOZA

Per Delegation

The Vice Rector for Institutional Relations and Communication

(Prof. M^a Pilar Zaragoza Fernández)

(P. D. Rectoral Resolution, 10, June 2008-B.O.A. 23 June, 2008)



The undersigned hereby specifically accept the provisions contained in articles 4 (Intellectual Property Rights),5 (Duration),6 (Insurance cover), 7(Obligations in the



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event of an accident), 8 (Health insurance),9(Health and safety in the workplace),10
(Disputes), 11 (Expenses).

UNIVERSITY OF ZARAGOZA

Per Delegation

The Vice Rector for Institutional Relations and Communication

(Prof. M^a Pilar Zaragoza Fernández)

(Rectoral Resolution, 10, June 2008- B.O.A. 23 June, 2008)

A blue circular stamp of the University of Zaragoza, featuring a central emblem and text around the perimeter. A handwritten signature in blue ink is written over the stamp.