



**MEMORANDUM OF AGREEMENT – DUAL AWARD PhD PROGRAMME**

**University of Nottingham Campuses included in agreement:** Nottingham

This **AGREEMENT** is made on the 23/04/2021 between

**THE UNIVERSITY OF NOTTINGHAM**, a university established and existing under the laws of the United Kingdom, and having its principal place of business at University Park, Nottingham, NG7 2RD, United Kingdom (hereinafter referred to as "Nottingham")

And the

**UNIVERSITY OF MODENA AND REGGIO EMILIA**, a University established and existing under the laws of Italy, and having its principal office at Via Università, 4, 41121 UNIMORE MO, Italy, hereinafter referred to as "UNIMORE";

Each a "party" and together the "parties"

**1. SCOPE OF THE AGREEMENT**

- 1.1 Nottingham and UNIMORE have agreed to collaborate in the provision of degree-level programmes leading to Nottingham and UNIMORE awards. This will be between the Faculty of Engineering at Nottingham and the Enzo Ferrari Engineering Department at UNIMORE.
- 1.2 This non-exclusive agreement is specifically limited to the programmes detailed in Table One below. Anything further will be subject to a separate agreement.
- 1.3 This is the 1<sup>st</sup> generation of this agreement.
- 1.4 The definitions in Annex 2 shall apply.

**2. DETAILS OF THE PROGRAMME**

- 2.1 Eligible students under this agreement, who simultaneously and successfully complete UNIMORE's and Nottingham's courses (hereinafter referred to as "programme(s)") shall be eligible to have conferred upon them the dual degree awarded separately by Nottingham and UNIMORE as set in Table One and Two, in line with usual procedures for issuing dual awards.
- 2.2 Eligible students under this agreement undertake the dual programmes as specified in Table One and Two, below.

UNIMORE's Course Title	Nottingham course title	Award	Mode	Duration
PhD in Information and Communication Technologies	Engineering PhD	PhD	Full-time	36 months (+ thesis pending period if taken)

*Table One*



<b>Routes Available</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Description, including mobility pattern</b>
1.(Nottingham start)	Nottingham	UNIMORE	Nottingham	Students begin their study at Nottingham before progressing to UNIMORE in their second year.
2.(UNIMORE start)	UNIMORE	Nottingham	UNIMORE	Students begin their study at UNIMORE before progressing to Nottingham in their second year.

Table Two

- 2.3 Programme will be delivered and assessed in English.
- 2.4 This agreement covers student entry to the programme(s) from November 2021 to 2023. The entry point at both parties is November annually.

### **3. MANAGEMENT OF PROGRAMME**

- 3.1 Management of the UNIMORE courses as listed in Table One shall remain the responsibility of UNIMORE. Management of Nottingham courses as listed in Table One remain the responsibility of Nottingham.
- 3.2 Contact details for the key personnel at each party are set out at Annex 1. Any change in key personnel must be notified as soon as practicable to the other party.
- 3.3 The responsibilities of the Nottingham and UNIMORE key personnel in Annex 1 will be as follows:
  - a) ensuring that all necessary colleagues within Departments, Schools or Faculties are kept informed about matters relating to the programme(s);
  - b) acting as a channel of communication between the relevant colleagues at Nottingham and UNIMORE;
  - c) notifying each other of any academic or administrative changes to the programme(s) as soon as practicable or as may be specified in writing by either party;
  - d) ensuring that information about programme(s) and assessments are communicated as soon as practicable or as may be specified in writing by either party;
  - e) undertaking periodic monitoring and review of the programme(s) by means of email, video conference or face to face meetings.
- 3.4 At least one member of staff from Nottingham will usually visit UNIMORE each year, and at least one member of staff from UNIMORE will usually visit Nottingham each year. Both parties agree to prepare and keep a written report of such visits and make this available to each other on request for monitoring and audit purposes. Other communication will generally be by email or video conference as appropriate.

### **4. RECRUITMENT, ADMISSION AND VISA**

- 4.1 The target student numbers are 5. If there is any reason to amend these targets Nottingham and UNIMORE will ensure that discussions take place between the key



personnel as soon as practicable and in any event prior to the date on which the students are due to commence the programme(s) at either party.

- 4.2 The target market are European and UK, but does not exclude other applicants.
- 4.3 In relation to recruitment activities to dual programme(s), parties in consultation with each other shall:
  - a) inform students of current entry requirements to both parties;
  - b) provide students with advice and guidance on the application procedures;
  - c) oversee and co-ordinate student applications in the requisite format and shall inform each other of any candidates, prior to the date on which the students are due to commence the programme(s).
- 4.4 Parties reserve the right to undertake independent marketing and recruitment activities to their respective courses.
- 4.5 Partners will consider applications from potential students identified and referred by the other party, but neither party will have authority to offer places to students on dual programme, without prior consultation.
- 4.6 Student must apply to both parties at the start of the Dual degree, to Nottingham via OAA (<https://mynottingham.nottingham.ac.uk>), to UNIMORE via <https://www.ict.unimore.it>. Decisions on student's suitability to dual programme will be made jointly by both parties.
- 4.7 Application deadlines are rolling for Nottingham and mid-June annually for UNIMORE. Parties reserve the right to decide whether to accept any application(s) received after the application deadline.
- 4.8 Admissions standards and eligibility shall be in accordance with standard Nottingham and UNIMORE admissions policies at the point of entry. At the time of this agreement, students must satisfy the following entry requirements:
  - a) Masters degree (or the international equivalent);
  - b) IELTS with an overall score of 6.5 and no less than 6.0 in any element (or recognised Nottingham equivalent) within two years prior to registration on the programme;
  - c) must specify their proposed area of research, and supply academic transcripts and two academic references when submitting their applications;
- 4.9 Both parties reserve the right to change entry requirements. Nottingham may also be required to change the English language requirements as a result of changes made by the Home Office to the requirements applicable to international students coming to the UK for the degree level study.
- 4.10 Nottingham and UNIMORE will issue visa documentation to students who are accepted for dual degree in accordance with its normal procedures. Neither party accepts liability to the other party or any student who is unable to commence the dual programme due to a failure to obtain the necessary visa or for their failure to comply with their visa requirements.
- 4.11 To enable tracking of students throughout the programme(s) for immigration purposes, the key personnel will inform their counterparts of students' patterns of mobility under the



terms of this agreement as soon as practicable, but no later than 8 weeks before the intended travel.

4.12 Nottingham guarantees to offer University arranged accommodation, at standard cost, to each student under this agreement, for the duration of the Nottingham course, provided that a student admitted to this agreement applies for such accommodation by deadlines that can be found here: <https://www.nottingham.ac.uk/accommodation/index.aspx>

## **5. RULES AND REGULATIONS**

- 5.1 Students shall be subject to the rules and regulations of both parties. These have been checked for consistency and it is not expected that there will be any conflicts. Should any conflict occur, both parties will negotiate the appropriate outcome to ensure that both sets of regulations are met. Parties reserve the right to amend their regulations from time to time and will inform each other of any significant, pertinent amendments.
- 5.2 Details on regulations for research degree programmes can be found in:
- a) the Quality Manual for Nottingham:  
<https://www.nottingham.ac.uk/qualitymanual/research-degree-progs/index.aspx>
  - b) the Assicurazione Qualità for UNIMORE (in Italian):  
<https://www.unimore.it/ateneo/assicurazionequalita.html>
- 5.3 Complaints and appeals by students on the dual programme, depending on their nature, shall be dealt with by the relevant parties in accordance with its complaints and appeals policy and procedure, with the parties working together to resolve the matter. Complaints linked to Nottingham will be dealt with under the Nottingham Student Complaints Policy: <https://www.nottingham.ac.uk/qualitymanual/concerns-complaints-and-appeals/index.aspx> while those linked to the Partner will be dealt with at <https://www.unimore.it/ateneo/assicurazionequalita.html>  
Both parties shall ensure that all policies are available to students respectively.
- 5.4 Students who have submitted a complaint or appeal to one of the parties will be expected to complete the procedure of that party and will not be permitted to pursue the same complaint or appeal at the other party. Each party shall on the request of the other, make available relevant information and documents relating to the outcome of a student's appeal or complaint dealt with under that party's procedures. Such information and documents is required by Nottingham in order that it can comply with the requirements of the Office of the Independent Adjudicator (OIA) in the UK.
- 5.5 Students shall be subject to the Nottingham Academic Misconduct Policy: <https://www.nottingham.ac.uk/qualitymanual/quality-manual.aspx> and to the UNIMORE Academic Offences Policy and Procedure: <https://www.unimore.it/ateneo/assicurazionequalita.html>.
- 5.6 Nottingham and UNIMORE shall ensure that all members of staff involved in the delivery of or support for the programme(s) are fully aware of Nottingham and UNIMORE definitions of what constitutes academic misconduct and the policies and procedures for Academic Misconduct and Academic Appeals.
- 5.7 Nottingham and UNIMORE shall ensure that information is made available to students prior to their acceptance of an offer on the relevant programmes about which rules and regulations apply to them during their period of study.



## **6. REGISTRATION OF STUDENTS AND MAINTENANCE OF STUDENT RECORDS**

- 6.1 Nottingham and UNIMORE will be responsible for maintaining student records for dual programme(s) in accordance with their standard procedures for research students at each party.
- 6.2 Students enrolled on dual programme(s) will be registered students of both Nottingham and UNIMORE from Year 1. As such, from year 1, all students on the programme(s) will have available to them the facilities and resources available to standard doctoral candidates in each party.

## **7. LEARNING ENVIRONMENT AND INFRASTRUCTURE**

- 7.1 As at the date of this agreement, Nottingham and UNIMORE agree that the learning experience at UNIMORE is comparable. Parties require that the other continues to ensure that the student is offered this comparable learning experience. Parties agree to take responsibility to ensure that its learning environment and infrastructure meets and continues to meet this criterion.
- 7.2 Both Nottingham and UNIMORE confirm that they will ensure that disabled students are able to participate in all aspects of the academic and social life of the relevant party.
- 7.3 All staff engaged in the delivery or support of the relevant dual programme(s) shall be properly qualified for their role. Nottingham and UNIMORE shall ensure that adequate systems are in place for staff recruitment and staff development.
- 7.4 Nottingham and UNIMORE shall continually monitor the comparable learning experience for the students throughout the term of this agreement and shall discuss any short falls as necessary. Any party may require the other to update their learning infrastructure during the lifetime of this agreement.

## **8. PROGRESSION**

- 8.1 Progression will be in accordance with Nottingham's and UNIMORE standard regulations and procedures for research students. Students must meet the progression requirements of candidates at Nottingham and UNIMORE to remain on the dual programme. In line with Nottingham regulations, registered students are subject to be reviewed annually.
- 8.2 If students enrolled in the Programme do not satisfy the progression requirements of one party of this Agreement, they may be eligible to continue their studies solely as a student of the other party, provided that the progression requirements established by such party have been fulfilled by the student. This will be at the discretion of the party whose requirements have been fulfilled by the student. Should students be required to do this, they will receive a doctoral or PhD degree issued only from the institution at which they successfully complete their studies.
- 8.3 Nottingham and UNIMORE may require students on relevant dual programmes to undertake a number of taught credits while undertaking their study. Results are to be ratified by an examination board in accordance with the policies and procedures at the relevant party. Academic advice and feedback will be provided in line with standard practises at each party.



## 9. SUPERVISION

- 9.1 Each student will have, as minimum, three supervisors, two from Nottingham and one from UNIMORE. Optionally a secondary supervisor can be also assigned at UNIMORE. It is assumed that each supervisor will be engaged in complementary research programs.
- 9.2 The supervisors will jointly exercise the function of subject guide, be responsible for overseeing the student's educational research training and will consult with each other regularly to support the progression of the dual PhD project.
- 9.3 In order that proper audit of supervision provision can be carried out and so that supervisors may undertake continuous monitoring of their students programme, supervisors are required to ensure the maintenance of supervision records, as per regulations of both Nottingham and UNIMORE.

## 10. ASSESSMENT

- 10.1 Every research thesis will be evaluated by examiners; the appointment and role of the examiners shall be in accordance with the policies of both parties.
- 10.2 Nottingham and UNIMORE require that the PhD should be examined by a viva voce. The parties shall jointly determine the location of the viva voce exam. Students and examiners will be consulted for agreement to the location of the viva voce if this is not at Nottingham.
- 10.3 The viva voce exam shall be carried out jointly but assessed individually by Nottingham and UNIMORE to determine whether an award shall be issued under standard regulations of each party. Parties should then consult and establish if an award can be dual (i.e. both parties agree on outcome).
- 10.4 Where students satisfy the conditions for an award for only one party, they may be awarded a PhD by that party. This will be at the discretion of the party whose requirements have been fulfilled.
- 10.5 The language of the viva voce examination will be English.
- 10.6 Attendance at proceedings shall be agreed in accordance with the policies of both parties. Nottingham and UNIMORE supervisors may attend the *viva voce* exam if this is approved by the external examiner(s), but they should not contribute to the formal assessment decision.

## 11. QUALITY ASSURANCE

- 11.1 The dual arrangement described in this agreement will be subject to standard quality assurance policies and procedures as laid out:
- for Nottingham, in the Quality Manual:  
<https://www.nottingham.ac.uk/qualitymanual/quality-manual.aspx>
  - for UNIMORE, at <https://www.unimore.it/ateneo/assicurazionequalita.html>
- Parties reserve the right to amend these policies and procedures. Parties will be informed of any significant, pertinent amendments. To inform these processes, Nottingham requires UNIMORE to provide on request appropriate information about the conduct of the relevant programme(s) including staff, student and learning provision matters.



- 11.2 Nottingham has reviewed the standards of the UNIMORE course(s) in order to recognize the award as dual. UNIMORE will notify Nottingham of any changes to the UNIMORE course(s), which may affect the suitability of dual arrangement.
- 11.3 As the degree-awarding bodies, both Nottingham and UNIMORE have responsibilities for ensuring the quality of education leading to an award made by each respective parties.
- 11.4 Nottingham will carry out annual reviews of students, and a renewal review of the dual programme(s) during the 12 months prior to the expiry of this agreement, in line with its quality assurance procedures.
- 11.5 UNIMORE will at its own expense co-operate with Nottingham in any review process and will comply with any requirements imposed by Nottingham as a result of the review and vice versa.
- 11.6 If at any time Nottingham or UNIMORE believes that the quality of a dual programme(s) is in question, they may carry out a formal review in accordance with their quality assurance procedures.

## **12. GRADUATION, CERTIFICATION AND TRANSCRIPTS**

- 12.1 Upon successful completion of all the requirements established in this dual programme(s), students will receive a separate award from Nottingham and a separate award from UNIMORE, as specified in Table One.
- 12.2 The awarding parties shall have sole responsibility for awarding their separate certificates and diploma supplements/transcripts and for arranging their graduation ceremonies, in relation to the dual programme(s).
- 12.3 Diploma supplement will state that the award is dual with the other party, in line with standard regulations of each party.
- 12.4 Students will be sent information regarding graduation during their final year of study in line with Nottingham and UNIMORE's standard procedures for graduation and may choose to attend any ceremony.

## **13. PUBLICITY**

- 13.1 UNIMORE and Nottingham shall be responsible for the marketing and promotion of the dual arrangements, as outlined in Table One.
- 13.2 Each party shall approve copies of any publicity and promotional material produced by the other party in relation to the dual programmes. Neither party will use the name or logo of the other in any form of publicity without the written permission of the other.

## **14. FINANCIAL ARRANGEMENTS**

- 14.1 There shall be no financial arrangement between UNIMORE and Nottingham in relation to this agreement. Nottingham and UNIMORE shall bear their own general administrative costs in relation to the management of the dual programme(s).



- 14.2 Students shall be personally liable for the payment of tuition fees to UNIMORE for the periods spent at the UNIMORE, and to Nottingham for the periods spent at Nottingham. Students shall also be responsible for the payment of all other expenses incurred in relation to their study at both parties including accommodation, travel costs, living expenses and visa applications.
- 14.3 Fees for all courses at Nottingham are updated annually and can be found at <http://www.nottingham.ac.uk/fees>, for all courses at UNIMORE can be found at <http://www.international.unimore.it/fees.html>. Nottingham is responsible for setting tuition fees for Nottingham courses and UNIMORE is responsible for setting tuition fees for UNIMORE courses. Nottingham and UNIMORE each reserve their right to increase its tuition fees in future academic years.
- 14.4 UoN and Modena have just secured 2 joint proposals – DORNA+AUTOMEA which will underpin this agreement (note: the parties have already successfully completed ALEA project). The aim is to jointly apply for collaborative proposals through ISCF, Horizon Europe and any other national initiatives – including an “Alea2” project. The aim is for these externally funded projects to cover the scholarships.
- 14.5 Each party shall check with the other all fee information prior to its advertising any opportunities and ensure that the correct information is included in any publicity advertising.

## **15. REGULATORY REQUIREMENTS**

- 15.1 Parties shall ensure that they comply with all local legislation and/or other regulatory requirements relevant to this agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this agreement was entered into or from a later date) are secured and maintained for the duration of this agreement.
- 15.2 Parties shall promptly notify each other if there is any change in local legislation or other regulatory requirements relevant to this agreement.
- 15.3 The parties will comply with any requirements or guidance relevant to this agreement issued by the Higher Education Funding Council for England, the Quality Assurance Agency or any other replacement or relevant UK regulatory body.
- 15.4 Parties shall co-operate with any audit or monitoring visit carried out by any relevant UK regulatory body and shall provide such body with any information it reasonably requests as part of such audit or monitoring visit.

## **16. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 16.1 The parties agree that any copyright or other IPR for the programme(s) created by either of the parties shall be vested in and be owned by the party responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the parties. If any materials are developed jointly by the parties any copyright or other Intellectual Property Rights in those materials shall be vested in and owned by the parties jointly unless otherwise agreed in writing.





16.2 Any materials originating from either party shall be used by the other party solely for the purposes of performing the other party's obligations and exercising their rights under this agreement.

16.3 Each party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any of its Intellectual Property Rights which comes to a party's notice and both parties shall do all such things as may be reasonably required to assist in taking or resisting any proceedings in relation to any such infringement.

## **17. LAW AND JURISDICTION**

17.1 This agreement shall be subject to the laws of England.

17.2 Subject to clause 17.3 the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation, and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

17.3 If UNIMORE has no assets within the jurisdiction of the English courts and/or is established in a country which will not enforce the judgment of the English courts, then any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London and the language of the proceedings shall be English.

## **18. LIABILITY AND INDEMNIFICATION**

18.1 Each party shall be liable for any loss, damage or injury to the other party relating from the negligence or wilful misconduct of the first party, and each party agrees to indemnify, defend and hold harmless the other party against any cost, claim or damage resulting from such negligence or wilful misconduct.

18.2 Each party agrees to maintain appropriate insurance to cover its liabilities under this agreement and to provide evidence of such insurance and the premiums paid when requested to do so by the other party.

## **19. FREEDOM OF INFORMATION**

19.1 The parties acknowledge that Nottingham is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and that UNIMORE may be subject to similar legislation in Italy. Each party shall assist and co-operate with the other party (on request and at each party's own expense) to enable both parties to comply with the information disclosure requirements imposed on them.

19.2 Where Nottingham receives a request for information under the FOIA and/or the EIR which relates in any way to this Agreement it shall notify UNIMORE within five working days of receipt of such request for information.



19.3 Where Nottingham receives a request for information in relation to information which it has received from UNIMORE, Nottingham shall use all reasonable endeavours to notify UNIMORE within two working days of receipt of the request for information.

19.4 UNIMORE acknowledges and agrees that Nottingham shall be responsible for determining at its absolute discretion whether the information of UNIMORE held by it, or on its behalf, is to be disclosed or is exempt from disclosure under the FOIA and/or the EIR.

## **20. DATA PROTECTION**

20.1 The parties acknowledge that Nottingham is subject to the requirements of the General Data Protection Regulation 2016/679 ("GDPR"), details of which are given at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/>, and that UNIMORE may be subject to similar legislation in Italy. Each party shall assist and co-operate with the other party (on request and at each party's own expense) to enable both parties to comply with the data protection requirements imposed on them.

20.2 Each party shall process personal data (as defined in the GDPR) as is necessary to comply with its obligations under this agreement. Where personal data relating to students is required to be shared between the parties, the parties shall process this in accordance with the terms of the GDPR. In particular, the parties:

- a) Shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against loss or destruction of personal data;
- b) Shall adopt and maintain a written security policy in relation to personal data processed by them and shall ensure that all of their employees are aware of and abide by its provisions.

## **21. CONFIDENTIALITY**

21.1 Subject to clause 21.2 each party shall keep confidential all matters relating to this agreement and any information that it may acquire in relation to the other party's organisation and/or finances.

21.2 Clause 21.1 shall not apply to any disclosure of information that is required by law or by any relevant regulatory body; that is reasonably required by persons engaged by a party in the performance of its obligations under this agreement; where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 21.1; which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party; or in respect of which the disclosing party has given its prior written consent to disclosure.

## **22. ANTI-BRIBERY**

21.1 Each party shall conform to all applicable laws, statutes, regulations and code related to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Neither party will engage in any activity or conduct which would constitute an offence under the Bribery Act 2010. Each party will promptly inform the other of any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this agreement.



22.2 UNIMORE shall comply with Nottingham's Anti-Bribery Policy as notified to UNIMORE from time to time, and shall not do or omit to do any act that would cause or lead Nottingham to be in breach of that Policy.

### **23. PREVENT**

23.1 UNIMORE acknowledges that Nottingham is subject to the Counter Terrorism and Security Act 2015 ("Prevent Duty") which requires it to act to deal with any threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism.

23.2 Where Nottingham has any concerns about a student on a programme or becomes aware of any other matters which require it to take action in accordance with the Prevent Duty, it shall notify UNIMORE, and UNIMORE shall at the request of Nottingham provide Nottingham with a copy of all relevant information which is available to it in the form that Nottingham requires and shall provide all necessary assistance requested by Nottingham to report and/or take such action.

23.3 Nottingham shall be responsible for determining in its absolute discretion what action it needs to take and UNIMORE acknowledges that Nottingham may be obliged under the Prevent Duty to disclose such information following consultation with UNIMORE and having taken its views into account.

23.4 Without prejudice to clause 23.3 Nottingham shall use its reasonable endeavours to consult with, and take into account the views of, UNIMORE.

### **24. MODERN SLAVERY**

24.1 UNIMORE acknowledges that Nottingham is subject to the Modern Slavery Act 2015 which requires Nottingham to act ethically and with integrity in all of its business dealings and relationships and to implement and enforce effective systems and controls to ensure that modern slavery is not taking place anywhere in its business or in any of its supply chains.

24.2 In performing its obligations under this agreement, UNIMORE shall ensure that it complies with Nottingham's Anti-Slavery Policy, and shall where requested, co-operate with Nottingham to ensure that slavery and human trafficking is not taking place in any of the UNIMORE's supply chains or in any part of its business.

### **25. FORCE MAJEURE**

25.1 Neither party shall be responsible to the other party for any delay in performance or non-performance due to Force Majeure, but the affected party shall promptly upon occurrence of any such cause inform the other party, stating that such cause has delayed or prevented its performance hereunder, and thereafter such party shall take all action within its power to comply with the terms of this agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

25.2 "Force Majeure" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this agreement.



## **26. EQUAL OPPORTUNITIES**

- 26.1 Both parties acknowledge and accept that Nottingham is subject to the Equality Act 2010 and that UNIMORE may be subject to relevant legislation in Italy relating to equality.
- 26.2 Each party agrees that it shall not discriminate against any applicant, student or other person connected to this agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.

## **27. NO AGENCY**

- 27.1 Nothing in this agreement creates, implies or evidences any Partnership or joint venture between the parties or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

## **28. AMENDMENTS**

- 28.1 No variation or amendment of this agreement will be effective unless it is made in writing and signed by each party's representative.

## **29. THIRD PARTIES**

- 29.1 No one except a party to this agreement has any right to prevent the amendment of this agreement or its termination, and no one except a party to this agreement may enforce any benefit conferred by this agreement, unless this agreement expressly provides otherwise.

## **30. INSTITUTIONAL OWNERSHIP**

- 30.1 Each party agrees to inform the other of any change in its legal status or ownership or any other change in its operation which could impact on the operation of this agreement.

## **31. ENTIRE AGREEMENT**

- 31.1 This agreement including the Annexes attached hereto shall constitute the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, discussions and representations made between the parties except for fraudulent misrepresentations.
- 31.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

## **32. NO ASSIGNMENT OR SUB-CONTRACTING**

- 32.1 Neither party shall assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.



32.2 Neither party may sub-contract, franchise, enter into a serial arrangement or otherwise allow a third party to perform any of its obligations under this agreement without the prior written consent of the other party.

### **33. NOTICES**

33.1 Any notice in connection with this agreement shall be in writing (but not by email) and addressed to the recipient at the address set out at the beginning of this agreement (or such other address as may be notified in writing from time to time). The notice shall be deemed to have been duly served: if delivered by hand, when left at the proper address for service; if sent by courier or recorded delivery, on the date of receipt; or if sent by post, two business days after postage (14 days in the case of airmail). The address for the parties are stated at the beginning of this agreement (or such other address as may be notified in writing from time to time).

### **34. GENERAL**

34.1 The provisions of this agreement are severable and distinct from one another, and if at any time any clause or part of this agreement becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

34.2 No failure or delay by either party to exercise any right, power or remedy under this agreement will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

34.3 References to any statutory or other legislative provision in this agreement are references to that legislation as it applies in England, and shall be interpreted to include any subsequent amendments to that legislation or any secondary legislation made under it.

34.4 The English language version of this agreement shall be regarded as the authoritative version notwithstanding that it may be translated into another language.

### **35. DISPUTE RESOLUTION**

35.1 Each party shall make every effort to resolve amicably, by direct informal negotiation and consultation, any dispute arising between them in connection with this agreement. In the first instance each of the parties shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. If the matter in dispute is not resolved the parties shall arrange for the Vice-Chancellor of Nottingham and the Rector of UNIMORE to meet in order to resolve the dispute. If these meetings fail to reach a resolution then the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure or any other mediation procedure that the parties may agree.

35.2 Both parties agree not to divulge the details of any dispute to a third party (other than legal representatives).

35.3 Both parties agree to co-operate in dealing with or defending with any claim by a student, employee or third party arising out of the operation of this agreement, including any complaint to the Office of the Independent Adjudicator (OIA).



### **36. DURATION OF THE AGREEMENT AND TERMINATION**

36.1 This agreement shall commence on the last date signed below and shall continue for a period of three (3) years, unless terminated before that time in accordance with this clause 36.

36.2 This agreement may be renewed for a further period subject to a satisfactory renewal review in accordance with clause 11.4 above. Either party may terminate this Agreement by giving at least one year's written notice to the other party.

36.3 Either party may by notice to the other party terminate this agreement forthwith if the other:

- a) Is in material breach (which may consist of a series of minor breaches) of any of the terms of this agreement and, where the breach is capable of remedy, fails to remedy such breach within two months of service of a notice from the party not in breach specifying the breach and requiring it to be remedied;
- b) Has a receiver, manager, administrator or administrative receiver appointed over its assets, undertaking or income, or has passed a resolution for, or an order is made for, its winding up, or the equivalent of any of the above occurs in the jurisdiction to which that party is subject;
- c) Is subject to a change of control, such as a merger or take-over;
- d) Acts in a way deemed by the other party to bring, or be likely to bring, the other party into disrepute or to damage its reputation.

36.4 Either party may terminate this agreement forthwith by notice to the other if, in that party's reasonable opinion, the academic standards of the other party's awards or the learning opportunities provided to students are at serious risk, or if either party fails to comply with any requirements imposed by the other as a result of a review carried out in accordance with section 11.4, 11.5 or 11.6.

36.5 Where this agreement terminates for any reason or where notice to terminate this agreement has been given in accordance with this clause 36, the parties shall:

- a) Cease to promote or market the programme(s) and shall not register any new students;
- b) Use their reasonable endeavours to ensure that each student registered on the programme is allowed to complete it, and the parties shall co-operate with the intention of facilitating this ("Teach Out Period").

36.6 The Teach Out Period shall continue until all students have completed their Programme or have ceased to be registered as students.

36.7 At the conclusion of the Teach Out Period:

- a) Each party shall cease using the other's name and/or logo;
- b) Each party shall ensure that any documents or materials belonging to the other party are returned or securely destroyed;
- c) The relationship of the parties shall cease, save that the clauses of this agreement which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination.



**University of Nottingham**  
UK | CHINA | MALAYSIA



**UNIMORE**  
UNIVERSITÀ DEGLI STUDI DI MODENA E REGGIO EMILIA

Agreed on behalf of  
University of Modena and Reggio Emilia

Date 23/04/2021

SIGNED

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PHD-IE&E  
COORDINATOR

Prof. Sonia  
Bergamaschi

*Sonia Bergamaschi*

DIRECTOR OF THE  
DEPARTMENT

Prof. Massimo Borghi

*Massimo Borghi*

RECTOR

Prof. Carlo Adolfo Porro



*Carlo Adolfo Porro*

Agreed on behalf of The University of Nottingham

Date 01/04/2021

*Robert Mokaya*

SIGNED

Professor Robert Mokaya  
Pro-Vice-Chancellor (Global Engagement)



**ANNEX 1 – Key personnel**

<b>University of Nottingham</b>	<b>UNIMORE</b>
<p><b>Academic</b> Name: Prof Chris Gerada Position: Associate Pro-Vice-Chancellor (Industrial Strategy, Business Engagement and Impact) Faculty: Engineering Address: 709 Tower</p>	<p><b>Academic</b> Name: Prof Davide Barater Position: Assistant Professor Faculty: Enzo Ferrari Engineering Department, University of Modena Address: Enzo Ferrari Via Pietro Vivarelli 10 - 41125 Modena, Italy</p>
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Tel: 0115 8466117	Tel: +390592056271
<p><b>Administrative</b> Name: Rebecca Burns Position: Research Project Management Officer Faculty: Engineering Address: A47 Coates</p>	<p><b>Administrative</b> Name: <a href="#">Prof. Sonia Bergamaschi</a> Position: Co-ordinator Faculty: Address: via P. Vivarelli 10, int.1 - edificio 27</p>
Email: <a href="mailto:rebecca.burns@nottingham.ac.uk">rebecca.burns@nottingham.ac.uk</a>	<p>Name: <a href="#">Marco Zucchi</a>, Position: Administrative Secretary Faculty: Address: Via P. Vivarelli 10 Int. 1 – 41125 Modena</p>
	<p>Email: Prof Bergamaschi - <a href="mailto:coordinatore ICT@unimore.it">coordinatore ICT@unimore.it</a></p>
Tel: 0115 9515356	<p>Dr Zucchi - <a href="mailto:didattica.dief@unimore.it">didattica.dief@unimore.it</a></p>
	<p>Tel: Prof Bergamaschi - <a href="tel:+390592056132">+390592056132</a></p>
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## **ANNEX 2 - Definitions**

**IELTS** means the International English Language Testing System (IELTS) that measures the language proficiency of people who want to study or work where English is used as a language of communication;

**Programme** means an approved academic plan of study that provides a coherent learning experience and leads to a Nottingham and UNIMORE PhD awards as outlined in Table One and Two of this agreement;

**PSRB** means Professional, Statutory and Regulatory Body