



## MEMORANDUM OF UNDERSTANDING

between

**University of Macerata (Italy)**

and

**University Bernardo O'Higgins (Chile)**

The University of Macerata, hereinafter also **"UniMC"**, with headquarters in Via Crescimbeni nn. 30/32, postcode 62100, Macerata, Italy, represented by its Rector, Prof. Francesco Adornato, and the University Bernardo O'Higgins, hereinafter also **"the University Bernardo O'Higgins"**, represented by its Rector, Prof. Claudio Ruff Escobar, based in Santiago, Av. Viel 1497, Chile, agree to establish this Memorandum of Understanding according to the following terms.

### **Article I – Relevance of the strategy**

UniMC and the University Bernardo O'Higgins agree that this Memorandum is part of their internationalization strategies as well as of their institutional aims.

In a spirit of collaboration, the two universities will foster academic exchange and cooperation to strengthen the quality of research and teaching standards. The memorandum project will help propel the research institutions and territories into a dimension of increasing international competition.

### **Article II - Object**

The purpose of the Memorandum is the joint academic international cooperation through one or more of the following activities in a spirit of friendship and mutual understanding without financial burden on parties:

- Promoting academic exchange and cooperation for scientific research, sharing innovative, technological, and socio-economic contents and objectives, exchanging experiences related to educational and didactic systems in areas of common interest, and participating reciprocally in

national and international academic events such as seminars and meetings;

- Enhancing the individual mobility of professors, researchers, students, Ph.D. students, and administrative staff for the benefit of international teaching, study, and the exchange of know-how and best practices;
- Strengthening the internationalization processes related to teaching, research, and the third mission by fostering active scientific and educational cooperation, also by sharing bibliographic resources and academic projects of particular complexity and interest.

### **Article III – Coordination and monitoring**

To coordinate and monitor the jointly agreed activities, each University shall appoint its representative as coordinator. UniMC appoints Prof. Luigi Lacchè, and Dr. Giuseppe Mecca as scientific coordinators, and the University Bernardo O'Higgins appoints Dr. Loris De Nardi.

The three persons appointed shall periodically monitor the outcomes of this Memorandum and will report to their own academic body.

### **Article IV – Intellectual property**

The intellectual property rights arising from the activities realized in the framework of this memorandum belong if they are the result of individual activity to each party as its author and/or to its author, if they are the result of common initiatives to both parties and/or to their common authors. Publications shall mention this origin. For the activities which might produce outcomes with economic effects, the Parties shall jointly arrange the property rights and their protection according to their own rules.

### **Article V - Use of the Logo of Universities**

The parties may use the respective institutional logos for the Memorandum related activities and documents under the following conditions:

- a) Neither party is authorized to use the name and logo of the other party for advertisement and marketing. The use of the name of the other party to factually mention the collaboration is however authorized;
- b) The use of the logo is specific to the activities of the memorandum and limited to the terms of

the same;

- c) The use of the logo cannot damage in any way the good name, image, decorum, or reputation of both parties;
- d) The parties are kept free from any problem that may come from the use of their logo, as well as from any denigrating use or misrepresentation of their public name.


#### Article VI - Resolution of disputes

The parties shall commit themselves to solve any dispute connected to the interpretation or implementation of this Memorandum through negotiation. When a jointly agreed solution cannot be achieved, the disputes shall be submitted to the unappealable decision of a proper arbitration panel composed of three members. Each Party shall appoint one member. The two appointed members shall jointly appoint the third member with the role of chairperson.

#### Article VII - Coming into force and terms

This memorandum shall be effective as of the latest signature date below and shall remain in force for five (5) years following this date unless written notice is given by either party. The notice shall take effect three (3) months after the date of notification to the other Party. Nevertheless, the activities in progress in the framework of this Memorandum shall not be compromised by the notice and shall be normally concluded.

This memorandum is drafted in the English language version and is legally binding. Each party shall keep one original copy.

 **University Bernardo O'Higgins (Chile)**  
Date 29/08/2022  
\_\_\_\_\_  
Prof. Claudio Ruff Escobar  
Stamp:

**University of Macerata (Italy)**

Date 29/08/2022  
\_\_\_\_\_  
Prof. Francesco Adornato

Stamp:



