

**COLLABORATIVE AGREEMENT FOR CULTURE AND SCIENCE &  
TECHNOLOGY BETWEEN THE UNIVERSITY OF MODENA AND REGGIO  
EMILIA (ITALY), MARCO BIAGI FOUNDATION (ITALY), AND  
INSTITUTE THOMAS JEFFERSON SCHOOL OF LAW (UNITED STATES)**

**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. Angelo Oreste Andrisano, officially authorized by the Administrative Board of the University at the meeting held on 22/07/2009

**AND**

**MARCO BIAGI FOUNDATION** with its registered office in Modena (Italy), in Largo Marco Biagi n. 10, fiscal code 94104140366 and VAT identification number 03111850362, represented by the Director Dr. Paola Reggiani Gelmini.

**AND**

**INSTITUTE THOMAS JEFFERSON SCHOOL OF LAW**, with its registered office in San Diego, (U.S.A), in 1155 Island Avenue, San Diego, CA 92101 and tax number 33-0696561 (tax form 990), represented by the Dean and President, Prof. Thomas Guernsey.

**whereas:**

1. the mutual interest of the 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**

All the 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 even in the framework of a national, European and international financing.

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

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

- 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 except where written notice of cancellation is made by one of the contracting parties to the other at least three months prior to expire.

#### **ARTICLE 6 – INSURANCE COVER AND HEALTH INSURANCE**

All the parties declare to have appropriate insurance coverage against liability for personal injury and material damage for which it is held liable.

The exchanged staff (as indicated in clauses b), c) e d) of art. 2) should be covered by adequate health insurance in accordance with the law in force in the host country.

#### **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 others Universities 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 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 9 – DISPUTES**

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

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.

In case of litigation, each institution would choose a member as its own arbitrator and these two would appoint a third member who would act as president, in order to ensure the impartiality of the arbitration body

**ARTICLE 10 – 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. 5 written pages at this point.

Modena, June 11, 2015

UNIVERSITY OF MODENA AND REGGIO EMILIA

The Rector

(Prof. Angelo Oreste Andrisano)

MARCO BIAGI FOUNDATION

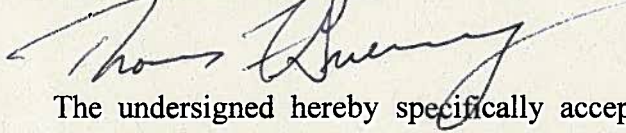
The Director

(Dr. Paola Reggiani Gelmini)

INSTITUTE THOMAS JEFFERSON SCHOOL OF LAW

The Dean and President

(Prof. Thomas Guernsey)



The undersigned hereby specifically accept the provisions contained in articles 4 (Intellectual Property Rights), 5 (Duration), 6 (Insurance cover and health insurance), 7 (Obligations in the event of an accident), 8 (Health and safety in the workplace), 9 (Disputes), 10 (Expenses).



UNIVERSITA' DEGLI STUDI DI MODENA E REGGIO EMILIA

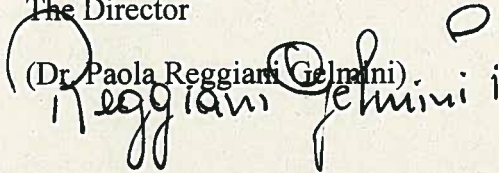
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The Director

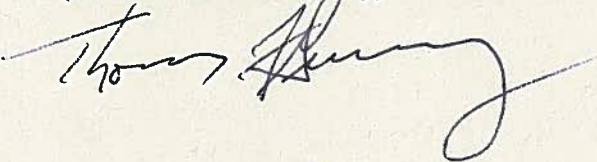
(Dr. Paola Reggiani Gelmini)



INSTITUTE THOMAS JEFFERSON SCHOOL OF LAW

The Dean and President

(Prof. Thomas Guernsey)



Modena, June 11, 2015