



MEMORANDUM of UNDERSTANDING (MOU)
BETWEEN
UNIVERSITIES

The Università degli Studi di Brescia, with official domicile in Brescia – 25121, Piazza del Mercato, fiscal code n. 98007650173, P.I. 01773710171, represented by its Rector, Prof. Maurizio Tira. In the present agreement University will operate through the Department of Law, with domicile in Brescia (Italy).

and

Damghan University with official domicile in Damghan (Iran, Islamic Republic), Semnan Province, Daneshgah Sq represented by the President Dr. Abdol-Ali Basiri.

Whereas

The parties stipulate and agree as follows

Article 1 – Subject matter of the agreement

The Università degli Studi di Brescia, Department of Law and the University of Damghan, Department of Humanities with the present Agreement undertake to promote and encourage scientific and/or academic collaboration including the exchange of professors, researchers and students.

In particular the research activity will be carry out in the field of Legal Studies with the purpose of *promoting, developing and coordinating research programs and encouraging the exchange between researches in the field of Legal Studies.*

According to the previous paragraph the parties will jointly define for each year a work programme, an exchange programme. On a yearly basis, a report will present the work conducted under this agreement.



Article 2 - Representatives

The Università degli Studi di Brescia designates Prof. /Dott. as its own representative, the University of Damghan designates Dott Ali Reza Jalali as its own representative

In case one of the parties should replace the person in charge, the other party must be notified with a written communication.

The representatives will organize the research and/or educational activities, seek for adequate funding for this purpose. The representatives will also assess the fulfilment of the work programme identified in the present Agreement.

Article 3 – Financial charges

Own financial resources for development of the research activity of the collaboration programme will be supported by each party, or thanks to the financial support of external third parties.

The parties will jointly or individually seek funding from national or international bodies to finance the scheduled activities. No activity will be carried on without the necessary financial support.

Article 4 – Regulation and use of research and study result

The research results will be jointly owned and their use will be free of charge for the parties, with the only obligation to mention the collaboration under public disclosure. Any licensing or use of technologies and/or services developed under this agreement will be evenly shared by the parties.

If a research result of the present collaboration is patentable, the parties will conclude separate agreements regarding the patent application. In this case the public disclosure of information can take place only after the parties have respected all the formal steps which are necessary for Intellectual Property Right protection.

Article 5 - Insurance coverage

Università degli Studi di Brescia guarantees employer's liability insurance and civil liability insurance to all of the personnel employed in activities regarding the present agreement, including (if the agreement has a didactic contents too) students, graduates or collaborators.



University of Damghan will provide the same insurance coverage for its own personnel participating in the exchange programme.

Article 6– Prevention, safety and health provisions

Employee and personnel of the Parties must respect the provisions concerning the protection of health and security of workers of the host institute.

Article 7– Duration of agreement

This Agreement will enter into force and be binding upon the parties hereto for a period of five years from the date of its signing and is renewable upon written mutual consent approved by the academic authorities

Article 8– Withdrawal and cancellation

The parties can withdraw from the present agreement or can rescind the agreement by mutual consent; the parties can withdraw with a written registered letter prior to 6 months.

Withdraw or cancellation by mutual consent have effect only for the future and don't draw on the agreement already performed.

Article 9– Disputes

Any disputes arising from the interpretation and implementation of the present agreement will be brought before the designated representatives of the two Institutions, who will resolve it in a spirit of cooperation.

This MOU was made in two original copies in the Persian and English languages in Bahman 1398, corresponding tojanuary 2020, all texts being equally authentic. In case of any divergence in performance or interpretation, the English text will prevail.

For the University of Brescia,

The Rector

Prof. Maurizio Tira

For the Damghan University,

The President

Dr. Abdolali Basiri