



**uniMC**  
UNIVERSITÀ DI MACERATA

**l'umanesimo che innova**

  
**UNOCHAPECÓ**

## MEMORANDUM OF UNDERSTANDING

between

**Università degli studi di Macerata (Italy)**

and

**Universidade Comunitária da Região de Chapecó (Brazil)**

The Università degli studi di 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 Universidade Comunitária da Região de Chapecó, hereinafter also “**UnoChapecó**”, with headquarters at Servidão Anjo da Guarda, nº 295-D, Bairro Efapi - CEP: 89809-900, Brazil, represented by its Rector, Prof. Claudio Alcides Jacoski, agree to establish this Memorandum of Understanding according to the following terms.

### Article I – Relevance of the strategy

UniMC and UnoChapecó agree this Memorandum is part of the mission on internationalization strategies for the two parties as well as of the institutional aim of the academic institutions involved.

Besides the response to the general strategy of strengthening our Universities' international relations, the Department of Law of UniMC and the Faculty of Direito at UnoChapecó share a number of common fields of interest. In particular, a specific focus on the issues of sustainability and innovation in legal issues are currently a main area of interest of both the institutions, and this, along with the possible increase of teaching staff mobility between the institutions, is completely in line with the internationalisation strategies of UniMC and UnoChapecó.

Besides this, the proposed agreement aims at continuing the already existing cooperation between our institutions, which has led, in these years, to an interesting students' mobility rate.

### Article II - Object

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 as seminars and meetings;
- enhancing the individual mobility of professors, researchers, students, PhD 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



*Handwritten initials and signature*

sharing bibliographic resources and academic projects of particular complexity and interest.

### **Article III - Implementation**

Should the implementation of the previous article require an agreement between the parties or the provision of financial resources, the parties would develop specific projects and working plans to be formalized in appropriate Addenda connected to this Memorandum.

These Addenda shall specify the implementation of the foreseen activities and each party will support their own individual outgoing mobility expenses:

- Addendum n. 1: plan of the scientific and didactic activities;
- Addendum n. 2: plan of individual mobility of teaching/training staff;
- Addendum n. 3: plan of individual mobility of students.

### **Article IV – Coordination and monitoring**

In order to coordinate and monitor the jointly agreed activities, each University shall appoint its own representative as coordinator. UniMC appoints prof. Alessio Bartolacelli, UnoChapecó appoints prof. Marcelo Markus Teixeira.

The two persons appointed shall periodically monitor the outcomes of this Memorandum and will report to each own academic bodies.

### **Article V – Intellectual property**

The intellectual property rights arising from the activities realized in the framework of this memorandum belong if they are the result of an 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 VI - Use of the Logo of Universities**

The parties may use the respective institutional logos for the purposes of 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 publicity and marketing. The use of the name of the other party to mention factually the collaboration is however authorized;
- b) the use of the logo is specific to the activities of the memorandum and limited to the term of the same;
- c) the use of the logo cannot damage in any way the good name, image, decorum, reputation of both parties;
- d) the parties are kept free from any problem or title that may get from the use of their logo, as well as from any use of the denigrating or misrepresentations of their public name.

### **Article VII - Resolution of disputes**

The parties shall commit themselves to solving 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 by three members.



Handwritten signature or initials.

Handwritten signature or initials.

Handwritten signature or initials.



Each Party shall appoint one member. The two appointed members shall jointly appoint the third member with the role of chairperson.

**Article VIII - Coming into force and terms**

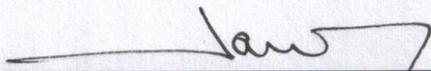
This memorandum shall be effective as of the latest signature date below and shall remain in force for a period of five (5) years following this date, unless written notice is given by either party. The notice shall take effect three months after the date of notification to the other Party. Nevertheless, 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 English. Each party shall keep one original copy.

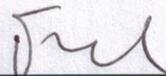
**Universidade Comunitária da Região  
de Chapecó (BRAZIL)**

**Università degli studi di Macerata  
(ITALY)**

Date \_\_\_\_\_

Date 01 SET. 2020

  
\_\_\_\_\_  
Prof. Claudio Alcides Jacoski

  
\_\_\_\_\_  
Prof. Francesco Adornato

Stamp: \_\_\_\_\_

Stamp: 

