

## MEMORANDUM OF UNDERSTANDING

Between

The **UNIVERSITY OF APPLIED SCIENCES AND ARTS NORTHWESTERN SWITZERLAND**, with legal and operative seat in Windisch VAT No. CHE-116.216.865, hereafter referred to as the "FHNW", represented by the President, Prof. Dr. Crispino Bergamaschi, domiciled in this capacity at the head office,

AND

The **UNIVERSITY OF RIJEKA; CROATIA**, with legal seat in Trg braće Mažuranića 10, 51000 RIJEKA (CROATIA), VAT No. 64218323816, hereafter referred to as the "UNIRI", represented by madam Rector, Prof. Snježana Prijjić-Samaržija, Ph. D., domiciled in this capacity at the head office,

Hereafter jointly referred to as the "Parties" and each as a "Party".

### PREAMBLE

- a. With this Memorandum of Understanding, the Parties wish to lay down their mutual interest to establish a relationship of fruitful collaboration in the areas of mutual interest, in the spirit of friendship.
- b. It is the intention of the Parties to set their scientific and technological competence into cooperative developmental in scientific and research activities.
- c. There will be a strategic concordance of the Parties in order to reach a higher level of efficiency in the areas of expertise of each Party.
- d. The Parties are independent scientific and research institutions and offer their services to business, industry and public administration in the field of applied research and development.
- e. In this framework, the Parties cooperate with domestic and foreign public and private institutions, hereby contributing to the civic, cultural, social and economic development of their regions, their nations and on international level. The Parties also create the best conditions for research activities by providing their



professors and researchers with the resources and tools required for basic and applied research.

## **ARTICLE 1.**

### **THE COOPERATION**

#### **1.1. Cooperation Areas**

The Parties agree that their Cooperation shall cover the following areas:

- Encourage exchange of scientific and research experience, information and practices, including joint applications to EU and other international and national research projects, in scientific disciplines related to the natural sciences, nanotechnology, material science and engineering, as well as the execution of such projects. Joint publications and mobility schemes for scientific and teaching staff will be encouraged in these frameworks.
- Exchange of information on scientific fora (congresses, symposia, workshops, seminars and other organisational forms) that the Parties organise, as well as encouraging the initiatives to jointly organise such events.
- Foster the exchange, on the basis of reciprocity, of research stays, i.e. the mobility of their researchers outgoing from one of the Parties and incoming to the other Party but also the institution and usage of mobility schemes for administrative staff will be encouraged in this framework.
- Promote the possibility of joint offering of lifelong learning study programs.

#### **1.2. Objectives of the Cooperation**

The Parties will pursue the following objectives:

- to increase each Party's scientific, research and other expertise;
- to make better use of internationally available technologies and know how, as well as of the scientific infrastructure available at the premises of each Party;
- to support bilateral and multilateral cooperation in the field of science and research;
- to achieve synergies in the broadest sense of this term.

### **1.3. Budget for Each Type of Cooperation**

The necessary budget and the proportion of the costs for each type of the above outlined cooperation areas that is implemented under the terms of this Memorandum of Understanding will be discussed and agreed upon in writing by both Parties prior to the initiation of the particular type of cooperation activity.

Each person involved in mobility programs within this Memorandum of Understanding has to be covered by a suitable valid health and third-party liability insurance according to his/her home country's regulations.

## **ARTICLE 2.**

### **ORGANISATION OF THE COOPERATION**

In order to discuss and develop the cooperation within the Cooperation Areas and to intensify the contacts between the Parties, the Parties shall inter alia deal with:

- possible new Cooperation Areas;
- the tendering for and carrying on of new joint projects, up to their completion;
- the approval of joint activities;
- the necessary decisions in connection with the Cooperation Areas.

Any other activity not envisaged above, and activities that involve direct financial obligations and/or aspects of industrial or intellectual property rights, by either of the Parties involved, will be regulated by additional specific written agreements and/or contracts.

## **ARTICLE 3.**

### **VISIBILITY**

#### **3.1. Public Announcements and Press Releases**

Public announcements as well as press releases shall be defined for each initiated cooperation activity separately.

### **3.2. Reference to the Cooperation**

Any communication or publication by either Party, whatever the form or medium (including the Internet) concerning the state of progress of any cooperation activity and the content of any cooperation activity shall mention that the respective activity is realised in cooperation between the Parties, unless a Party notifies in writing that it is not willing to have such mention in public communications or publications.

## **ARTICLE 4.**

### **CONFIDENTIALITY, INTELLECTUAL PROPERTY AND USE OF LOGOS**

#### **4.1. Definition**

For the purpose of this Memorandum, information shall be considered as "Confidential Information" when it has been marked as confidential, the confidential nature has been let known by either Party to the other Party, and/or if, due to its character and nature, a reasonable person under such circumstances would treat it as confidential, and shall include any and all information whether oral, in writing or in any other available tangible or intangible form, whether of a technical nature or relating to the business affairs of either Party. Such information may relate, but is not limited to, proprietary and/or trade-marked information, technology, services, finances, personnel or business practices or policies. It may also further include information relating to research and development, know-how, inventions, specifications, software, and market analysis, research strategies, projections and forecasts.

#### **4.2. Obligation of Confidentiality**

Each Party undertakes that during three years after the receipt of Confidential Information:

- it will not use any Confidential Information to any purpose other than in accordance with the terms and conditions of this Memorandum;
- it will treat such Confidential Information as confidential and not disclose the same to any third party without the prior written consent of the other Party, provided always that such agreement and undertaking shall not:

- extend to any information which the receiving Party can show was at the time of disclosure published or otherwise generally available to the public;
- after disclosure has been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party;
- was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of the disclosure to such receiving Party;
- was rightfully acquired from a third party without any undertaking of confidentiality;
- must be disclosed on the basis of a decision by a judiciary or regulatory authority.

Nothing in this Clause shall prevent the communication of Confidential Information, to any third party insofar as needed for the proper carrying out of common cooperation activities.

#### **4.3. Intellectual Property**

Unless otherwise agreed, any Party shall be entitled to take action to protect technological and scientific results descending from the present Memorandum of Understanding. In case of joint results, the Parties will own the intellectual property rights together, according to each inventive contribution. The Parties undertake to protect and exploit the intellectual property rights according to the laws and regulations in force at each of the Party i.e. countries where the Party has legal seat.

#### **4.4. Use of Logos**

Neither Party shall use the name and/or logo of the other Party in any form of public or promotional material without the written consent of the other Party.

### **ARTICLE 5.**

#### **DURATION AND VALIDITY**

The present Memorandum of Understanding takes effect on the date of signature by the last signatory and will be valid for three years. It is understood that there will be a tacit three-year renewal upon each expiry, unless there is a specific request from one of the Parties for its termination, given three (3) months in advance, or if a

new Memorandum of Understanding between the parties is formalized. Any modification of this Memorandum of Understanding will require written consent from both Parties. Obligations of the Parties arising from the present Memorandum of Understanding take in any case effect until the completion of the initiated cooperation activities.

The parties will make their best effort to settle any possible disputes arising from this Memorandum of Understanding in a friendly manner. If the problem or dispute should arise that cannot be resolved in this manner, the Parties may elect a third party by mutual consent, who shall examine the matter at stake and provide recommendations for its resolution. The Parties shall share equally all expenses incurred in appointing the aforementioned third party.

#### **ARTICLE 6.**

##### **LANGUAGE**

This Memorandum of Understanding is drawn up in English. The text is in original copy and is considered to be the official text. English language shall also govern all documents, notices and meetings for the application and/or extension of this Memorandum of Understanding or in any other way relative thereto, except if and when the Parties arrange another language in individual cases.

#### **ARTICLE 7.**

##### **TREATMENT OF PERSONAL DATA AND NONDISCRIMINATION**

###### **7.1. Personal Data**

The Parties hereby declare that they have been informed (and, where applicable, expressly give their consent) that the “personal data” supplied, even verbally, during the drafting of the present Memorandum of Understanding, or collected afterwards and during the execution of the Memorandum of Understanding, are to be used exclusively for contractual purposes, by means of consultations, data processing, interconnection, comparison with other data and/or every further manual and/or automatized elaboration and, in addition, for

statistical purposes, in strictly anonymous form, communicated to public offices, upon the latter's request and solely in pursue of their institutional ends, and to privates, when the request is compatible with the guidelines of each Party. The present article acknowledges these rights of the Parties as they are defined, named and domiciled above.

The Parties mutually acknowledge that in the execution of the present Memorandum of Understanding the legislation concerning the protection of personal data pursuant the Regulation (EU) 2016/679 and the respective national regulations of the counties where the each of the Parties has legal seat.

## **7.2. NON-DISCRIMINATION**

The parties shall not discriminate any person based on their national or ethnic origin, colour, religion, political conviction, age, gender, sexual orientation, marital or familiar status or disability.

## **ARTICLE 8.**

### **SUPERVISORS**

The Supervisors appointed by the Parties to oversee the provisions of this Memorandum are:

On behalf of the FHNW: Prof. Dr. Bojan Resan

On behalf of the UNIRI: Prof. D. Sc. Saša Zelenika

The entities within the University of Rijeka that will operatively be part of the project and the respective reference people are, respectively:

- Department of Physics (OFRI): Assoc. Prof. D. Sc. Marin Karuza
- Centre for Micro - and Nanosciences and Technologies (NANORI): Assist. Prof. D. Sc. Ivana Jelovica  
Badovinac

The replacement of a Supervisor by either Party must be notified to the other Party in writing within three days of the substitution.

Any communication between the Parties referring to this Memorandum of Understanding shall be sent via the official e-mail address of the nominated Supervisors.

**ARTICLE 9.**

**MISCELLANEOUS**

The present Memorandum of Understanding is executed in four (4) identical and equally valid copies, two of which will remain at each Party.

On behalf of the University of Rijeka, Croatia

On behalf of the University of Applied Sciences and  
Arts Northwestern Switzerland

Madam Rector

President

Prof. Snježana Prijic-Samaržija, Ph. D.

Prof. Dr. Crispino Bergamaschi

