



MEMORANDUM OF UNDERSTANDING

Between

THE UNIVERSITY OF STIRLING

And

THE UNIVERSITY OF RIJEKA

Agreement Reference Number: DIP-MoU-2023-12-B

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Between

The University of Stirling, a university established in Scotland by Royal Charter dated 14th December 1967 and registered as a charity in Scotland with Charity No. SC011159 and whose main administrative office is at University of Stirling, Stirling, FK9 4LA, Scotland, UK (hereinafter referred to as "**Stirling**");

And

The **University of Rijeka**, a public university established on May 17, 1973, with headquarters at Trg braće Mažuranića 10, HR-51000 Rijeka, Croatia (hereinafter referred to as "**Rijeka**").

Preamble

Stirling and Rijeka have discussed the possibility of developing a mutually beneficial service arrangement delivered by both institutions and/or their constituents and agreed to record their mutual understanding as follows:

Article I

The purpose of this Memorandum of Understanding ("Agreement") is to develop and carry out collaborative activities in furtherance of the common interests of Stirling and Rijeka which are set forth in Article II.

Article II

To carry out collaborative activities, detailed plans will be formed as necessary following consultation between Stirling and Rijeka. The scope of collaborations included in this Agreement encompasses the following categories:

- (A) Joint development and delivery of research projects and other educational activities;
- (B) Joint development of other projects of shared interests.

Article III

To implement the aims and purposes expressed in Articles I and II, the following is mutually understood and agreed upon:

1. Proposals for collaborative activities under this Agreement will be submitted through Liaison Officers designated by Stirling and Rijeka to assure conformity with its aims and purposes.

For Stirling: Prof. Christine Ferguson, Faculty of Arts and Humanities, University of Stirling, Stirling, FK9 4LA, Scotland, UK; by email at christine.ferguson@stir.ac.uk or their successor, as appointed from time to time by Stirling.

For Rijeka: Prof. Antonija Primorac, Faculty of Humanities and Social Sciences, University of Rijeka, Sveučilišna avenija 4, HR-51000 Rijeka, Croatia, by email at antonija.primorac@uniri.hr or successor, as appointed from time to time by Rijeka.

2. Individual activities and projects under this Agreement will be jointly planned and conducted through designated Liaison Officers of the Parties.

3. Any research undertaken under this Agreement will be subject to ethical review as appropriate with approvals and permissions sought prior to any activity from the necessary internal and external authorised bodies.
4. Progress of work of the individual activities and projects will be reviewed and approved by designated project officers of the Parties.
5. Participating staff of Stirling and Rijeka will propose joint research projects to sponsoring organisations and other funders as appropriate. The final approval of any activity or project under this Agreement will be dependent upon the availability of funds. In accordance with the principle of mutual and equal benefit, project, travel, living, and any other expenses arising from collaborations under this Agreement will be borne by the respective Party, unless otherwise provided for by specific arrangements.
6. All intellectual property solely conceived and/or developed by a party during the course of this Agreement shall be owned by that Party.
7. Intellectual property jointly conceived and/or developed by the Parties shall be owned jointly by the Parties. Each Party may use such jointly owned intellectual property for non-commercial research and scholarly purposes. The Parties agree to collaborate towards the protection and, where appropriate, application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties.
8. For the purposes of any activities proposed or undertaken under this Agreement, the Parties may describe and represent themselves as working in partnership. Neither Party shall otherwise use the name of the other Party for any purpose without the express written consent of that Party, nor communicate or otherwise make available to any third party any confidential information which has been disclosed to them by the other Party.
9. Neither of the Parties will be held responsible or held liable for the actions of the other Party for any activity under this Agreement. Both Parties agree to maintain an appropriate level of insurance for their participation in activities undertaken under this Agreement.
10. All activities carried out under this Agreement shall be fully compliant with the institutional values of both institutions and their commitment to conduct its operations in an environmentally sustainable manner.

Article IV

The Parties are committed to the informal and expeditious resolution of any dispute that arises between them related to or arising from any aspect of this Agreement or either Party's performance of this Agreement. If a dispute arises which the Parties cannot resolve themselves, the matter shall be determined in the following way unless otherwise provided for by the alternative specific arrangements. Either Party can request this process. The Parties shall form a dispute resolution panel consisting of three members. Each Party shall choose one member and those two members shall mutually choose the third member in a manner that they determine. The panel shall determine its procedures. The guiding principle shall be an expeditious resolution of the dispute. There shall be no charge to any Party for these services. The three members shall issue a written decision explaining the basis for their decision. The written decision shall be final and binding on the Parties.

Article V


This Agreement is effective as of the date of execution by an authorised signatory of the Parties. This Agreement may be amended at any time by mutual written consent and shall continue to be in force

and effect for five (5) years and can be extended by mutual written consent of the Parties. This agreement may be terminated by any party giving the other party six (6) month's written notice.

Article VI

This Agreement serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create legally binding or enforceable obligations, express or implied.

Signed:



Duly authorised for and on behalf of
the University of Stirling

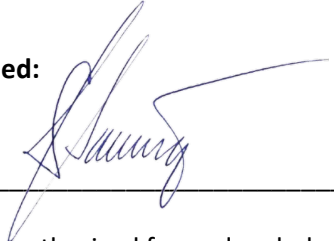
Named senior representative

Name: Prof. Dr. Neville Wylie

Position: Deputy Principal (Internationalisation)

Date: 04/12/2023

Signed:



Duly authorised for and on behalf of
the University of Rijeka

Named senior representative

Name: Prof. Snježana Prijić-Samaržija, Ph.D.

Position: Rector

Date: 4/12/2023

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