



**AGREEMENT FOR COOPERATION IN RELATIVISTIC ASTROPHYSICS  
BETWEEN  
INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS (ICRA), ITALY  
AND  
UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA, CHINA  
SCHOOL OF PHYSICAL SCIENCES**

**Purpose**

In recognition of the benefits gained over the last years and benefits to be gained through cooperative programs that promote scholarly activities and international education, the International Center for Relativistic Astrophysics, Italy (hereafter referred to as "ICRA") and the University of Science and Technology of China (hereafter referred to as "USTC"), China enter into this agreement.

**Research Focus**

The mission of the joint program will be to cooperate in research and education in the field of Relativistic Astrophysics. The ways in which collaboration in these fields may be realized include, but are not limited to,

- Exchange and visit of faculty/staff
- Joint education programs
- Joint research programs

This Agreement is not limited to previously mentioned research fields, and can be extended towards other areas of research in the future.

**Faculty/Staff exchange**

Participants must include at least one permanent or term-contract member of the scientific staff of each party, each of whom is a qualified academic (i.e. normally, the holder of a PhD degree).

The contribution of these participants may be realized as:

- Team leader/member;
- Visiting scientist/scientific counterpart of visiting scientist;
- Co-supervisor of qualified students;
- Conference/workshop convener/ participant

**Cooperation Education Program and Procedure**



Both parties agree to collaborate on graduate education in the field of Relativistic Astrophysics.

Each party can nominate up to five (5) students annually as program candidates. The students will be those Chinese students who are enrolled through national graduate entrance admission and specifically apply for this joint program, with both parties' supervisor recognition and agreement in a defined research project.

Students should gain the required degree qualification and skill training in USTC first, and then screened out to come to ICRA for joint project R&D with attendance of the relevant lectures, if necessary. The initial duration is set to be one year, which can be extended for one more year upon agreement of both sides. It is USTC's responsibility and discretion to award its PhD candidates with doctoral degree in accordance with its degree-awarding standard. Those students who are acknowledged by both parties upon the work in their PhD studies at USTC may be eligible to go to ICRA for post-doc training for a maximum of two years.

During the period of student study at ICRA, ICRA shall be responsible for student supervision and students will be responsible for fees covering their living expenses, including accommodation, transportation, sufficient insurance to cover health, travel and personal liabilities, personal expenses, and all other debts incurred.

Student thesis/dissertation and Post-Doc research are co-advised by faculties from both Parties.

#### **Rights and Responsibilities**

Students and faculty/staff are required to obtain, at their own expense, an appropriate visa for the defined period at ICRA. ICRA will provide any necessary documentation to support the visa application.

Students and faculty/staff must abide by all rules and regulations, policies and procedures of ICRA and USTC, for the avoidance of any doubt, will be subject to the normal disciplinary policies of ICRA or USTC while undertaking activities at ICRA or USTC.

Both Parties shall maintain academic records of all students in the joint program and shall issue transcripts upon students' request.

Both Parties shall provide an equal level of academic rigor, standards, and benefits to the students in the joint program as they do to their other students, including but not limited to issuing student identification cards and providing full access to the library and other student facilities and resources.

Each Party's intellectual property (including but not limited to curriculum, publications, course descriptions, examinations, pedagogical methods, and all items contained therein) that is provided to the other Party in connection with this Program, is the sole and exclusive property of the providing Party, and does not constitute or imply a license or any other rights to use such intellectual property. Neither Party may use the other Party's intellectual property in a manner (i)



other than as expressly provided for under the Program, (ii) likely to diminish the commercial value of such intellectual property, or (iii) likely to cause marketplace confusion about such intellectual property, including confusion about intellectual property ownership.

Each university will acknowledge the contribution of the other university's visiting students and faculty/staff in any publications, in accordance with appropriate authorship guidelines. Any benefits and intellectual properties generated under the collaborative activities of this Program should be jointly owned by both parties.

Both Parties commit to making all reasonable administrative and academic effort to ensure the success of this collaboration. Both parties will actively pursue the possibility of strengthening collaborative ties more broadly across disciplinary fields and institutional partnerships and developing additional programs in the future.

### **Miscellaneous**

This is a non-exclusive Agreement, and either Party may contract with third parties to provide other similar programs.

Each Party performs under this Agreement as an independent contractor, and has no authority to represent or bind the other Party.

Either Party shall not assign this Agreement or any right or duty under this Agreement without the prior written consent of the other Party, which can be withheld at its discretion. Any request for such consent shall be accompanied by the proposed written assignment.

Nothing in this Agreement shall be construed to create a legal right in any joint program participant or other third party to enforce its terms or to subject either Party to liability to any participant or other third party for any failure to comply with its terms.

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized representatives of both Parties.

Neither party shall not be liable for any delay or failure to perform their obligations hereunder resulting from any cause beyond its reasonable control, including but not limited to acts of natural disaster, pandemic diseases, weather, fire, explosions, floods, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, or delays by suppliers or material shortages.

If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with



respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

### **Indemnification**

Either Party shall defend, indemnify and hold harmless the other Party, and each of its trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the Party, its officers, subcontractors, assignees, appointees, agents, or employees.

### **Duration**

The Agreement of Cooperation shall become effective for five (5) years in the first instance, commencing from the date of the signing of this Agreement by both parties. The Agreement may be terminated by either party giving six (6) months' notice of its intention to do so. If both parties agree that this Agreement is achieving its objectives, it will be renewed for a further term of five (5) years. In the event the program is discontinued, students admitted under the program will continue to receive support at the levels and for the time periods stipulated above.

### **Dispute Resolution**

Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be jointly referred to the legal authorities of either Party for resolution. If the dispute remains unresolved for 90 days, it shall be resolved by the competent court under the jurisdiction of the defendant.

Signed for and on behalf of

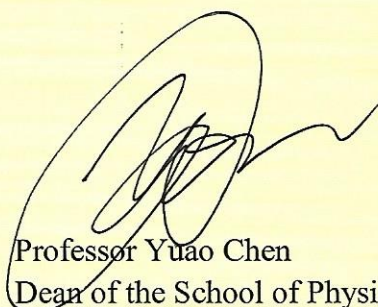
**International Center for  
Relativistic Astrophysics:**



Professor Remo Ruffini  
President of ICRA

*R. Ruffini 16.03.2021*

**University of Science and Technology:**



Professor Yuao Chen  
Dean of the School of Physical Sciences

*Hefei 16.03.2021*