
MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSIC, ITALY
AND
UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA, CHINA
SCHOOL OF PHYSICAL SCIENCES



This agreement is made and entered into by and between University of Science and Technology of China (USTC), P. R. China, and the International Center for Relativistic Astrophysics (ICRA), Italy, establishing the basis for their further cooperation in accordance with the following:

1. Partnership Coordinators

Each of the parties will appoint a partnership coordinator to facilitate the communication between the respective Faculties.

For ICRA:

Prof. Remo Ruffini, President of ICRA

For University of Science and Technology of China:

Prof. Yefei Yuan, School of Physical Sciences

When a new partnership coordinator is appointed, all involved personnel must be informed as soon as possible. The validity of the contract is untouched by the change.

2. Faculty Exchange

The partners will notify each other of the proposed faculty to be exchanged in the calendar year. The sending institution will arrange all matters for travel and accommodation cost for their staff. The host university will assist in local accommodation.

3. Student Exchange

The partners will exchange up to five (5) students at the undergraduate or graduate level per academic year. The aim is to have a balanced exchange over a period of five years. Annual imbalances in the exchange shall be monitored and addressed in agreement with the partner faculty and other appropriate offices at the partner universities.

No tuition shall be charged by either partner to students admitted as exchange students. The obligation to pay other public dues or duties remains unaffected. Undergraduate students must have completed two (2) semesters at their home university before becoming eligible for an exchange semester. The exchange of a student can be either short-term academic visit or long-term doctoral study in the host university; the period of exchange must be approved by both institutions.

The parties agree in principle to recognize credits earned at the host university as substitutes for required credits at the home university; details shall be defined in a "learning agreement". The exchange student is allowed to apply for admission as doctoral student if he/she satisfies the relevant academic requirements of the host university and if a professor at the host university is willing to act as a supervisor.

In principle, all travel and accommodation costs as well as any incidentals are financed by the sending institution. Exceptions are governed by separate agreements where these costs (travel, accommodation and incidentals) are paid with clear statements by either (or both) of the sending and the host universities through offering fellowships or research positions. In this case, both of the two partners and the principle investigator of the involved research projects have the obligation to find necessary financial support for the exchange student.

The host university will provide help in local accommodation and will provide counsel on the subjects to be studied.

4. Projects

If the partners are involved in projects, details of monetary and scientific involvement shall be defined in a written protocol and shall function as an integral part of this MOU. ICRA and USTC intend to establish a collaboration protocol for research in the area of Relativistic Astrophysics. Optionally, the collaboration between both parties

may be extended to other areas of research. This should be negotiated and agreed upon by written notice which then becomes an integral part of this agreement.

5. Intellectual Property (IP)

As a general rule, nothing in this agreement or a project agreement will be construed as an assignment or transfer of any IP rights belonging to a party if not expressly granted pursuant to such agreement. The parties undertake to respect each other's ownership of those rights at all times.

The ownership of all IP rights will be and remain vested in the party who initially owned and/or developed the same and such party will have the exclusive right to the commercial use of the IP.

IP that is solely developed by one party will be exclusively owned by that party. IP that is jointly developed by the parties will be jointly owned by the parties, neither party shall transfers, licenses or sub-license such IP without the prior written consent of the other party.

The parties agree to cooperate in all ways necessary to facilitate the protection, maintenance, defence and exploitation of the IP rights in result.

Prior to the usage of research facilities, an individual document should be signed between the exchange/visiting students of sending institution and the faculty members of hosting institution, which specifies and instructs all the rules and obligations students and researches have to observe during the execution of research project at host institution, and/or the opportunities made to use funds, facilities or other resources at host institution.

6. Funding

All activities are subject to the availability of adequate funding. Neither partner shall be held in breach of the agreement, unless in the case of force majeure. No tuition shall be charged by either partner at the Student Exchange program.

7. Compliance with laws

Both parties will mutually assist and cooperate to ensure that the activities to be carried out under this MOU comply with all applicable laws of the locality of activities.

8. Force Majeure

Neither part shall 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, 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.

9. Effective Date and Duration

This MOU will become effective from the date of the last signature for an initial period of five (5) years. It can be cancelled with six months' written notice by either of the parties. Upon expiry, the agreement may be renewed in writing with or without modifications for a to-be-determined period of time. Ongoing projects and exchanges shall remain unaffected by this termination.

10. Amendment of MOU


No amendment to this MOU shall be valid unless the same is made in writing jointly by the two parties or their authorized representatives and specifically stating the same to be an amendment to this MOU.

In witness of the terms of this Agreement, signatures of the following authorized representatives of the parties are affixed:

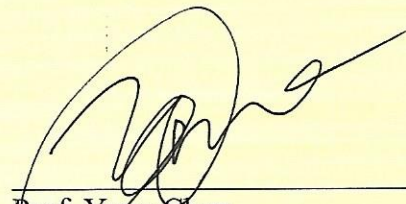
Signed for and on behalf of

INTERNATIONAL CENTER FOR
RELATIVISTIC ASTROPHYSICS

UNIVERSITY OF SCIENCE AND
TECHNOLOGY OF CHINA



Prof. Remo Ruffini
President of ICRA



Prof. Yuao Chen
Dean of the School of Physical Sciences

1. June 2021 Roma

Date

16.03.2021 Hefei

Date