

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the

BETWEEN

**POLITECNICO DI MILANO** (hereinafter referred to as "PoliMI"), taxpayer's code number 80057930150, VAT number 04376620151, having its office at Piazza Leonardo Da Vinci 32, Milano, Italy (IT-20133)

AND

**BENHA UNIVERSITY** (hereinafter referred to as "Benha"), having its office at Cairo, EGYPT.

(PoliMI and Benha shall hereinafter be jointly referred to as "the Parties" and singularly as "Party".)

### INTRODUCTION:

- A. PoliMi is a scientific-technological university under the Ministry of Education, University and Research of Italy.
- B. BENHA is a public Institution of Higher Learning focused on Technical training and Research, inclusive of technology and Extension work, under the Ministry of Education

NOW IT IS HEREBY AGREED as follows:

### Article 1: Collaborative Activities

1.1 Under this MOU, the Parties will promote activities and projects of mutual interest, with modalities to be agreed upon between the Parties, particularly concerning:

- i. curricula revision, staff upgrading and capacity building;
- ii. sharing of new and innovative teaching methods;
- iii. joint research and publications;
- iv. technological cooperation with local industries and communities;
- v. development of global partnerships.

Detailed action plans for this MoU will be defined and agreed on a yearly basis. In order to achieve the objectives of the MoU and the accompanying action plans a committee of members belonging to the contracting parties may be established. However, the persons responsible for ensuring proper execution of this MOU for PoliMI is Prof. Emanuela Colombo and for BENHA is Prof. Saad Bolbol.

The action plan will include different activities, with modalities to be agreed upon between the Parties, such as the following:

a) Under the mobilization:

- the assessment of the current general status for both institutions;
- the organization of Summer/Winter (short and intensive) schools on specific technical area or topics;
- the development collaborative research;
- the organization of meetings, congresses, lectures etc to improve the exchange of knowledge and experience;
- the exchange of documents, whenever necessary, subject to the provisions of this MoU and in the limits of the relative availability within the activities of this MOU: works, reviews, pedagogical documentation, exhibitions;
- academic staff exchange (exchange of teaching staff, researchers, technicians and students).

b) Under the collaborative research:

- Undertaking joint research and development;
- Exchange of scientific and technological information including delivering lectures holding joint seminars and symposia, whenever necessary subject to the provisions of this MOU and the availability of the staff of the Parties;
- Exchange of scientific and technological research materials whenever necessary and subject to the provisions of this MOU and the availability of the staff of the Parties;
- Exchange of researchers;
- Exchange of MSc and PhD students during the research phase of their studies
- Promotion of joint post degree or postdoctoral stage and internship on research areas of common interest.

1.2 This agreement serves only as a declaration of intent for collaboration and exchange in the field of teaching and research programmes. In case of specific activities and projects that are subject to funds which are supported or require support, or the participation in specific private or public funding programmes, the Parties will agree in writing a specific collaboration agreements with specific rules and financial commitments.

1.3 Specific agreements will also be necessary in order to develop modalities for the exchanges of students for study purposes, teaching staff, enrolments, double Ph.D. programme rules, double degree, and all other matters arising from this MoU.

1.4 In the case of exchange of students for research purposes, discussions will be exhausted first between tutors in the two institutions in order to identify research themes, topics and projects, and finally benefiting students. Modalities for dual supervision of the students by tutors from both institutions shall then be agreed upon. Following onto which the exchange of students shall then take place.



- 1.5 The number of students for exchange in any one academic is 5 per year. A future change need to be agreed upon between the two institutions.
- 1.6 Parties agree that each Party shall be responsible for the funding of its own participation in any Specific Collaboration Agreement.
- 1.7 No Party will be obliged to enter into any Specific Collaboration Agreement unless and until such a Specific Collaboration Agreement has been negotiated, approved by the necessary management levels of the Parties, and such agreements duly authorized by responsible persons for each party.
- 1.8 The signing of this MOU does not impose any financial obligation for the parties.

## **Article 2: Confidentiality and Intellectual Property Rights**

- 2.1 As this MOU is not legally binding, if confidential or proprietary information of a Party or Parties is required, that information shall be exchanged amongst the relevant Parties subject to the execution of a non-disclosure agreement that contains such terms and conditions as agreed upon amongst the Parties and subject to other customary provisions for transactions of this kind.
- 2.2 All issues relating to the confidentiality, ownership, use and commercial exploitation of intellectual property rights and the results of the research undertaken pursuant to the Collaborative Activities shall be expressly set out in the relevant Specific Collaboration Agreement.

## **Article 3: Other terms**

- 3.1 This MOU constitutes a non-binding expression of the current intentions of the Parties and no Party will incur or be bound to any legal obligations or expense hereunder to the other Party or be obliged to enter into any Specific Collaboration Agreement until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of the Parties.
- 3.2 Each Party shall sign two identical sets of this MOU, in English, and retain one copy for its records..
- 3.3 Neither this MOU nor any project agreement is intended to create nor shall it be construed as creating any association, employment partnership or trust. Each Party shall be deemed to be and shall be an independent contractor.

- 3.4 Unless specified herein, no Party is authorized or empowered to act as agent for any other Party for any purpose and shall not on behalf of any one of the Parties enter into any contract, warranty or representation as to any matter.
- 3.5 Save to give effect to the rights accruing to the relevant Parties, the Parties do not intend that any term of this MOU should be enforceable by virtue of any law, by any person who is not a party to this MOU.
- 3.6 PoliMI and BENHA cannot be cited in different areas other than the technical-scientific ones specific to the MoU and in any case can never be cited for advertising purposes.

#### **Article 4: Safety**

- 4.1 The personnel of each Party shall comply with the security and disciplinary rules adopted at the seats where the activities relevant to this MoU are executed, in accordance with the laws of the Country where the activities are executed.
- 4.2 The personnel of the Parties, including any external collaborators, shall have – before entering the seats where the activities are executed - to get the information relevant to safety, prevention, protection and health, and to comply with any rules and procedures there foreseen.
- 4.3 The head subject of the host Party is in charge of any obligations relevant to information, training and arrangement of the needed measures for prevention and protection.
- 4.4 Each Party must guarantee that its personnel have purchased the required insurance before their departure.

#### **Article 5: Privacy**

- 5.1 The Parties both agree that the personal data communicated, even verbally, during the pre-contractual activities, and/or during the negotiation of the MOU, and/or its execution, may solely be used exclusively within the framework of this MOU and can be used only anonymously for statistical purposes.

#### **Article 6: Starting date, duration and renewal**

- 6.1 This MOU will come into effect on the date first above written and will continue to be in effect for a period of three (3) years. This MOU may be extended for a further term of three (3) years by written agreement of the Parties.

**Article 7: Withdrawal**

7.1 Any party may withdraw from this MOU at any time, and the agreement will terminate one hundred eighty days after the date of the written communication of the intended withdrawal to the other Party. In such a case, the commitments undertaken by the Parties within the scope of each active specific agreement shall be duly fulfilled unless, otherwise agreed upon by the Parties.

**Article 8: Arbitration**

8.1 The parties agree to solve in a friendly manner any controversy arising from the interpretation, performance and/or validity of the present MoU. In the event that the disagreement cannot be resolved, the issue(s) will be submitted for arbitration which shall be finally settled under the Rules of the ICC (International Chamber of Commerce) by one or more arbitrator(s) appointed in accordance with the said Rules. The place of arbitration shall be Milano, Italy. The proceedings shall be conducted in the English language.

IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly executed and the day and year first above mentioned.

IN WITNESS WHEREOF, this Memorandum of Understanding is

Signed as an understanding:

For and on behalf of  
The Benha University

For and on behalf of  
Politecnico di Milano

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Prof. Saad Bolbol  
International Relations

Professor Giancarlo Spinelli  
Rector's Delegate for International  
Networks

\_\_\_\_\_  
Name & Job Title

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Name & Job Title



10/10/2013