

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCUOLA SUPERIORE MERIDIONALE (ITALY)
AND
THE UNIVERSITY OF ORLÉANS (FRANCE)**

After drawing up the present agreement according to the current laws in each State,

After decision of the Board of Directors

After decision of the Academic and Student Life Committee of the University of Orleans,

The Scuola Superiore Meridionale represented by its Acting Rector, Prof. Arturo DE VIVO

and

the University of Orléans, represented by its President, Pr Éric BLOND,

have agreed to join forces in order to promote international exchanges, to increase their scientific cooperation and to favor the development of research and higher education, whether it concerns initial studies or training, in fields of common interest.

Clause 1

OBJECTIVE OF THE AGREEMENT

Both contracting universities declare their intention to collaborate in the following fields:

- ◇ common research activities
- ◇ exchange of university teaching staff and researchers
- ◇ exchange of students
- ◇ exchange of PhD students and common scientific direction of theses
- ◇ exchange of students as part of training periods at the end of the studies
- ◇ mutual information concerning education and research
- ◇ exchange of scientific or technical publications
- ◇ common publication of scientific results and educational documents
- ◇ organization of mutual courses and common conferences

This collaboration may be extended to other fields later on.

Clause 2

As possible and according to the current laws in each country, the contracting universities will help to search for obtaining the necessary funding for the setting up of the corresponding projects.

Clause 3

Each university will watch over the intellectual property of the results achieved during common research programs. They cannot be used for patents or commercial exploitation by only one of the institutions concerned without authorization of the legal representatives of each university.

Clause 4

The implementation of this agreement will be discussed and accepted by the two institutions. Co-operation in any specific field will be the subject of an amendment regarding study programs and/or research; which will specify the mutual objectives of the universities, the financial provisions and the share of responsibility for each university involved in the agreement. Each specific amendment will be annexed to the present cooperation agreement and the provisions it contains will be relative to the project described. The subjects and programs of common activities, the conditions of use of the results achieved, exchange programs and other forms of collaboration will be specified in appendices. In this case, the parties will have to respect the appendices annexed to the present agreement, which will form an integral part of it, and which will be subject to the same approval and signatory procedures.

Clause 5

The present agreement takes effect on the day of signature by both institutions and after validation by both administration authorities. It is concluded for an initial period of five academic years. Any modification will be the subject of an amendment after validation by the two institutions. Should the universities decide to set up a common international diploma or degree in the context of their collaboration, for France, a specific appendix will be annexed to this agreement and will be limited in time to the current accreditation period (Article D613-19 of the French code of education). It shall come into force on the date of signature by both Parties. This agreement may be renewed by the Parties' joint agreement for periods of the same duration, and in accordance with the rules specific to each institution. During application, the appendices may be terminated at any time by either party, by registered letter with recorded delivery, with six-month prior notice.

Clause 6

Both Universities acknowledge that they are subject to the European Regulation of 14 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, known as the General Data Protection Regulation (GDPR). Therefore, they will work to ensure the protection of their students' and staff's personal data, i.e. all information relating to an identified or identifiable student or staff member. The main principles of the GDPR concerning the processing of personal data (art. 5) are applicable to the processing of personal data concerning students and staff in particular the requirements of the legality of the processing, of determined and legitimate purposes for the collection of data, of data minimisation, of data updating, of conservation for a limited period of time, of securing the data to guarantee their integrity and confidentiality. Nothing in this agreement or in any activity undertaken pursuant to it shall be construed as forcing both Universities to breach any obligation imposed by the GDPR.

Clause 7

Each party may ask for the modification or cancellation of the present agreement subject to a six month written notice.

In case of difficulty in the interpretation or execution of this Agreement, the Parties shall endeavour to resolve the dispute amicably.

Clause 8

This agreement is drawn up in two (2) original copies in English.

Date

Date

For the Scuola Superiore Meridionale

For the University of Orléans

The Acting Rector
Prof. Arturo DE VIVO

The President
Éric BLOND

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