

Memorandum of Understanding

between

GNOSIS | Mediterranean Institute of Management Science,

UNIVERSITY OF NICOSIA

and

UNIVERSITA' DEGLI STUDI DI PALERMO

Parties

- 1) **GNOSIS | Mediterranean Institute of Management Science**, an academic institution established and operated by the **UNIVERSITY OF NICOSIA**, with registered address of 46 Makedonitissas Avenue, CY-2417, P.O. Box 24005, CY-1700, and Nicosia, Cyprus (hereinafter referred to as "**UNIC**"), which for the purposes of the present Agreement is duly represented by Professor Demetris Vrontis

AND

- 2) **UNIVERSITA' DEGLI STUDI DI PALERMO**, Piazza Marina, 61, 90133 Palermo, Italy, a public higher education institute (hereinafter referred to as "**UNIPA**"), duly represented by Rector, Professor Fabrizio Micari,

each a "**Party**" and together the "**Parties**".

1. Background and Purpose

- 1.1. The Parties wish to enter into a potential academic and scientific collaboration in domains of mutual interest, including, but not limited to research, development and innovation.
- 1.2. The form(s) of collaboration between the Parties may cover the following:
 - 1.2.1. Exchange of faculty, researchers and staff members, graduate and undergraduate students;

- 1.2.2. Joint implementation of research projects;
 - 1.2.3. Exchange of documentation, scientific information and publications;
 - 1.2.4. Interaction through meetings, seminars, conferences, summer schools, and training seminars;
 - 1.2.5. Development and offering of conventional and distance-learning joint/double programmes of study;
 - 1.2.6. Development and offering of conventional and distance-learning training and short courses;
 - 1.2.7. Co-operation between their Libraries and Learning Centers;
 - 1.2.8. Sharing and use of physical and electronic infrastructures.
- 1.3. Any co-operation or arrangement that arises as a result of the collaboration envisaged by this MoU will be the subject of a separate agreement, which shall specify, inter alia, the nature and duration of joint activities, including, but not limited to, any mobilities, insurance cover, deliverables, publications and financial arrangements.
- 1.4. With the exception of the provisions relating to Confidentiality detailed at Clause 5 and Intellectual Property detailed at Clause 6, this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the MoU. The Parties enter into the MoU intending to honour all their obligations.

2. Charges

Unless agreed otherwise in writing, the Parties shall each bear their own costs and expenses incurred in relation to the subject matter of the MoU.

3. Term and Duration

- 3.1. This agreement shall be in force for five years once signed by both parties.
- 3.2. Either Party may terminate the MOU prior to the end of its period of operation by giving at least three months' written notice to the other Party.

4. Data Protection

If the Parties wish to share any personal data during collaboration discussions, they agree that they will first enter into a separate data processing agreement to ensure compliance with applicable data protection and privacy legislation and each Party's requirements.

5. Confidentiality

- 5.1. For the purposes of the MoU, "Confidential Information" shall mean confidential or sensitive commercial, financial, marketing, technical, or other

information, know-how, Intellectual Property, or trade secrets relating to one of the Parties, in any form or medium, whether disclosed orally or in writing before or after the date of the MoU in relation to a potential collaboration, together with any reproductions of such information in any form or medium or any part thereof.

- 5.2. Neither Party will use or disclose the other Party's Confidential Information other than as permitted by the MoU or expressly agreed in writing by the disclosing Party.
- 5.3. A Party may use the other Party's Confidential Information strictly for the purposes of assessing the merits of a potential collaboration only and may disclose the other Party's Confidential Information only to those persons strictly necessary for the purpose of assessing the merits of a potential collaboration and provided it procures that the confidentiality obligations in the MoU are observed by (and that confidentiality agreements are in place with) all those that it discloses the other Party's Confidential Information to.
- 5.4. The provisions of this paragraph shall not apply to:
 - 5.4.1. Any information that is in the public domain at the date of the MoU, or which subsequently comes into the public domain after the date of the MoU other than by breach of the MoU or other confidentiality agreement;
 - 5.4.2. Any information already in the possession of a Party at the date of the MoU other than under an obligation of confidentiality;
 - 5.4.3. Any information obtained without any obligation of confidence from a third Party that is not in breach of a confidentiality agreement with the disclosing Party; or
 - 5.4.4. Is required to be disclosed under applicable law, or by order of a court, or other authority of competent jurisdiction (in which case the Parties shall provide advance notice of each other prior to such disclosure).
- 5.5. These confidentiality provisions shall be deemed effective from the date of signature of the MoU by both Parties and shall remain in full force and effect without limit of period, subject to Clause 5.4.
- 5.6. Each Party shall notify the other Party immediately if it becomes aware of any disclosure in breach of the confidentiality obligations in the MoU and shall take all such steps as are reasonably necessary to prevent further disclosure.

6. Intellectual Property

- 6.1. For the purposes of the MoU, "Intellectual Property" shall mean all patents, utility models, inventions, copyright and related rights, database rights,

trademarks, service marks, business names, domain names, performer's rights, rights in get-up, design rights, copyright and related rights, goodwill and the right to sue for passing off, know-how and trade secrets, and all other intellectual property rights anywhere in the world, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted such rights or forms of protection which subsist now or in the future in any part of the world.

- 6.2. Each Party will retain ownership of any Intellectual Property created or acquired by it unless otherwise expressly agreed in writing between the Parties. If Intellectual Property is shared with the other Party in connection with the subject matter of the MoU, it will be subject to the confidentiality obligations set out in the MoU.
- 6.3. The Parties agree that Intellectual Property should only be jointly developed or licensed between the Parties once appropriate written terms have been put in place between the Parties.

7. Additional matters

- 7.1. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of the MoU.
- 7.2. No licence or other permission is given by either Party to the other to use its title and logo, unless expressly agreed in writing between the Parties.
- 7.3. Nothing in the MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.
- 7.4. The MoU is personal to the Parties and no Party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the MoU without the prior written consent of the other Party.
- 7.5. For the purposes of implementing this MoU, each Party designates an office to serve as liaison. For UNIC, this is the Office of the Managing Director of GNOSIS | Mediterranean Institute of Management Science, 46 Makedonitissas Avenue, CY-2417, PO Box 24005, CY-1700, Nicosia, Cyprus, E-mail: vrontis.d@unic.ac.cy . For UNIPA, this is the International Relations Office – U.O. Cooperation and Networks, Viale delle Scienze, ed.3, 90128 Palermo, Italy, E-mail: iro.cooperation@unipa.it .

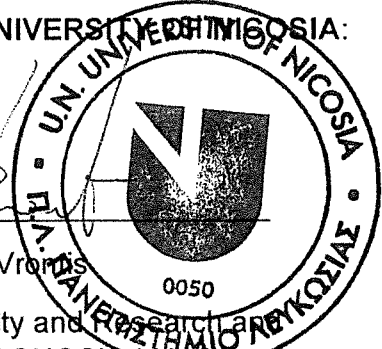
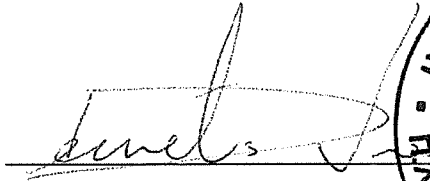
8. Variation

The Parties can vary the terms of the MoU at any point provided such amendment is in writing, is stated to refer to this MoU and has been signed by both Parties.

9. Arbitration

All disputes arising out of, or in connection with, this Agreement must be definitively solved in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules.


Signed on behalf of the UNIVERSITY OF NICOSIA:



Name: Professor Demetris Vrontos
Title: Vice Rector for Faculty and research and
Managing Director of GNOSIS | Mediterranean
Institute of Management Science University of Nicosia

Nicosia, Date, 14.12.2021

Signed on behalf of UNIVERSITA' DEGLI STUDI DI PALERMO:



Name: Professor Fabrizio micari
Title: Rector of the University of Palermo

Palermo, Date, October 7th, 2021