



**COLLABORATIVE AGREEMENT FOR CULTURE AND SCIENCE &  
TECHNOLOGY BETWEEN THE UNIVERSITA' DEGLI STUDI DI MODENA  
AND REGGIO EMILIA – DIPARTIMENTO DI EDUCAZIONE E SCIENZE  
UMANE (ITALY)  
AND THE BENEMÉRITA Y CENTENARIA ESCUELA NORMAL OF SAN LUIS  
POTOSI (MEXICO)**

**THE UNIVERSITA' DEGLI STUDI DI MODENA E REGGIO EMILIA –  
DIPARTIMENTO DI EDUCAZIONE E SCIENZE UMANE** with its registered office  
in Reggio Emilia (Italy), Viale Allegrì 9, tax code/fiscal code and VAT No. 00427620364,  
represented by the Director, Prof. Alberto Melloni, officially authorized by the  
Administrative Board of the Department at the meeting held on 22.11.2019

**AND**

**THE BENEMÉRITA Y CENTENARIA ESCUELA NORMAL OF SAN LUIS POTOSI,  
MEXICO- DEPARTMENT OF EDUCATION,** with its registered office in San Luis  
Potosi, Mexico, street #200 Nicolas Zapata, Zona Centro, tax code and VAT No.  
GES850101L4A, represented by Coordinator Irma Ines Neira Neaves, officially authorized  
by the Rector Dr. Francisco Hernández Ortiz at a meeting held on 8 January of two  
thousand nineteen, in the city of San Luis Potosi, S.L.P.

**whereas:**

1. The mutual interest of both Universities in the development of scientific research and training of students, scientists and technicians;
2. The existing common scientific programmes;



3. The mutual willingness to extend the collaboration further;

**agree on the collaboration programme specified in the following clauses:**

#### **ARTICLE 1 – AIM OF THE COLLABORATION PROGRAMME**

Both parties decide to develop common research projects and set up didactic and integrated training activities, and also arrange for the potential use of scientific and technical apparatus of mutual interest.

Initially the collaboration will concern the fields of Teacher Training in preschool and didactic coaching and will be successively extended to other sectors or structures of the contracting Universities, subject to an exchange of letters between the interested parties.

The responsibility for the technical and scientific coordination for the definition and implementation of the agreement is entrusted, in its initial phase, to Prof. Roberta Mineo Professor of the Department of Educazione e Scienze Umane at the Università degli studi di Modena e Reggio Emilia, appointed by the Director of the Department, and to Prof. Nayla Jimena Turrubiarres Cerino, Directora Academica, Professor of the Academic Department of the BECENE.

#### **ARTICLE 2 – COLLABORATION PROGRAMME TOPICS**

In order to reach the aims of the agreement indicated under art.1, the parties agree upon defining by specific protocols or letters of intent the aims of common interest to be pursued during the period of validity of the present act.

As regards the development of the activities indicated under art. 1, the agreement provides for:

- a) the development of common research projects;
- b) the interchange of teaching staff, researchers and technical staff;



- c) student mobility;
- d) mutual acceptance of scholarship holders and PhD students;
- e) the interchange of scientific documentation and publications and data transmission networks;
- f) the organisation of special conventions, seminars, and scientific meetings, arranged by mutual agreement.

### **ARTICLE 3 - INTERCHANGE OF STAFF AND RELATED DUTIES**

The parties agree that, as far as expenses relating to the execution of the agreement are concerned, and as far as art. 2 is concerned, there are no financial obligations placed upon the Universities, nor on the Departments carrying out the activities referred to in this agreement.

### **ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise agreed, the parties will jointly own the technological and scientific results obtained within the present cooperation programme, in proportion to the efforts of each party. They undertake to protect and exploit them, according to the industrial laws and regulations in force in both Institutions.

### **ARTICLE 5 - DURATION**

This agreement is to be considered valid for three years from the date on which it is signed and will be renewed by tacit agreement except where written notice of cancellation is made by one of the contracting parties to the other at least three months prior to expire.



#### **ARTICLE 6 – INSURANCE COVER AND HEALTH INSURANCE**

Both parties declare to have appropriate insurance cover against liability for personal injury and material damage for which it is held liable.

The exchanged staff (as indicated in clauses b), c) e d) of art. 2) should be covered by adequate health insurance in accordance with the law in force in the host country.

#### **ARTICLE 7 – OBLIGATIONS IN THE EVENT OF AN ACCIDENT**

In the event of an accident occurring during the performance of the activities referred to in this contract, each University undertakes to notify the other University immediately about the incident (indicating the relevant policy number) so as to enable the latter to make the necessary declaration according to the provisions set down by law or by the insurance contract.

It is understood that the existence of the said policies does not prejudice the right to commence any legal proceedings for liability, damages and compensation against third parties.

#### **ARTICLE 8 – HEALTH AND SAFETY IN THE WORKPLACE**

It is the duty of the host institution to treat and consider visiting staff to that institution in the same manner as its own staff, and thus visiting staff will benefit from exactly the same safeguards and information, in line with the role assumed in the host institution.

#### **ARTICLE 9 – DISPUTES**

The parties undertake to resolve amicably and in the spirit of compromise, any dispute arising from this agreement.



In the event that the parties are unable to reach agreement, it is agreed that any dispute arising between the contracting parties, relating to the interpretation, execution and resolution of this agreement, will be referred to a standard Arbitration Board which will decide the matter in accordance with the law.

#### **ARTICLE 10 – EXPENSES**

Each party will pay any duty under this contract eventually provided for by law of their country of origin.

This agreement consists of no. five written pages at this point.

Reggio Emilia, 1st February 2019

UNIVERSITA' DEGLI STUDI DI MODENA E REGGIO EMILIA

Dipartimento di Educazione e Scienze Umane

The Director \_\_\_\_\_

(Prof. Alberto Melloni)

THE BENEMÉRITA Y CENTENARIA ESCUELA NORMAL OF SAN LUIS POTOSI

Coordinator of Undergraduate degree of Preschool Education, \_\_\_\_\_

(Irma Ines Neira Neaves, officially authorized by the Rector Dr. Francisco Hernández Ortiz, as per document attached, dated 23rd Jan, 2019).