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DI PADOVA



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF PADUA
AND
SAPIR ACADEMIC COLLEGE**

The University of Padua, with legal address in via VIII Febbraio n. 2, Padua, Italy, represented by its Rector Prof. Daniela Mapelli, and Sapir College, with legal address in Hof Ashkelon 7915600, Sha'ar Hanegev, Israel, represented by its President Prof. Nir Kedar, agree to establish this Memorandum of Understanding according to the following terms:

Article I: Purpose

The purpose of this Memorandum is the joint academic cooperation through one or more of the following activities:

- scientific research
- educational activities in subjects of common interest;
- mobility of academic staff and researchers;
- mobility of students and doctoral candidates for academic activities to be recognized through a procedure jointly agreed by the Parties;
- exchange of information and bibliographic materials, sharing of know-how about high complex technical-scientific sets, higher education extension activities, included the mobility of technical, administrative and librarian staff connected to these goals;
- participation in seminars and academic meetings.

Article II: Implementation

Should the implementation of the previous article require an agreement between the Parties or the provision of financial resources, the Parties shall develop specific projects and working plans to be formalized in appropriate Addenda connected to this Memorandum. These Addenda shall specify the funds necessary for the implementation of the foreseen activities.

The Addenda specified in this Article shall respect the following minimum requirements:

- goals to achieve;
- identification and description of the activities to implement;
- timetable and implementation stages;
- identification of available funds and foreseen costs;
- plan for the use of the financial resources.





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Article III: Selection criteria

Participants in the activities foreseen in this Memorandum will be selected on the basis of merit without regard to race, national or ethnic origin, religion, colour, age, gender, marital status, physical disabilities, or sexual orientation. Each Party shall accept the participants selected by the other Party if mutually acceptable academic and/or professional qualifications and standards are met.

Article IV: Coordination and monitoring

In order to coordinate and monitor the jointly agreed activities, each University shall appoint its own representative. The University of Padua appoints Prof. Andrea Pin, the Sapir Academic College appoints Prof. Joseph E. David. The two persons appointed shall periodically monitor the outcomes of this Memorandum.

Article V: Intellectual property

The intellectual property rights arising from the activities realized in the framework of this Memorandum belong to both Parties. Publications shall mention this origin. For the activities which might produce outcomes with economic effects, the Parties shall jointly arrange the property rights and their protection according to their own rules.

Article VI: Resolution of disputes

The Parties shall commit themselves to solving any dispute connected to the interpretation or implementation of this Memorandum through negotiation. When a jointly agreed solution cannot be achieved, the disputes shall be submitted to the unappealable decision of an ad hoc Arbitration panel composed by three members. Each Party shall appoint one member. The two appointed members shall jointly appoint the third member with the role of chairperson.

Article VII: Privacy and Data Protection

Each party agrees to keep any confidential information it receives from the other party strictly confidential.

For purposes of this Agreement, each party shall preserve the confidentiality of any information (whether in written, oral or electronic form) disclosed to it by the other party where the other party has identified such information as being confidential, or where it would be reasonable to expect that confidentiality should attach to such information.

For UniPD the EU Regulation 2016/679 on data protection (GDPR) need to be applied, and for Sapir Academic College, according to Israeli law.

The parties agree to protect each other's confidential information using the same standard of care used to protect their own and agree that confidential information may only be used to the extent needed to perform their obligations under this Agreement.

Confidential information may not be shared with non-affiliated third parties without the written consent of the disclosing party.

The parties have agreed to respect the privacy of any information set forth in any possible form submitted by the other party.



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Article VIII: Coming into force and term

This Memorandum shall be effective as of the latest signature date below and shall remain in force for a period of five (5) years following this date, unless written notice is given by either Party. The notice shall take effect three months after the date of notification to the other Party. Nevertheless, the activities in progress in the framework of this Memorandum shall not be compromised by the notice and shall be normally concluded.

This Memorandum is executed in a set of two copies, both written in English language, and each institution retains one copy. The Agreement may be executed by exchange of a signed and scanned signature pages in PDF format.

Place and date: 03/01/2023

Prof. Daniela Mapelli

Prof. Nir Kedar

Rector of the University of Padua

President of Sapir Academic College

