



UNIVERSITÀ DEGLI STUDI DELLA BASILICATA
POTENZA

Ripartizione Affari Generali ed Istituzionali
UFFICIO RICERCA E RELAZIONI INTERNAZIONALI
- Settore Relazioni Internazionali-

AGREEMENT FOR RESEARCH COLLABORATION

between

The **Università degli Studi della Basilicata**, Potenza, Italia

and

The **Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco**, Guadalajara Jalisco, México



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THIS AGREEMENT is entered into between the Università degli Studi della Basilicata, c/o The International Relations Office and Research, Via Nazario Sauro, 85 - 85100 Potenza (Italy) and The Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco, Avenida Normalistas 800, Colinas de la Normal 44270 Guadalajara.

IN CONSIDERATION OF the mutual covenants of the parties set forth below, the parties agree as follows:

1. **PURPOSE**

The Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco and the Università degli Studi della Basilicata believe that the quality of their research and teaching is strengthened by the establishment of international cooperation links and wish to enter into research collaboration, with a view to their mutual enrichment in scientific, academic and cultural areas.

2. **OBJECTIVE**

Research fields will be compatible with the orientation of each institution, and relevant to the industrial, scientific, social and cultural interests and needs of the countries in which the parties are respectively located. The research lines of the Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco are:

- **Transformation:** development of transformation process of agro-resources, such as Nopal (Opuntia) products, essential oils, milk products. Design of devices for transformation of agro-resources in pilot and industrial level.
- **Microbial bio-transformation:** fermentation process of tequila, astaxantine and Mexican traditional fermentation process. Development of extraction process for natural products.
- **Food certification:** bromotological characterisation of products; sensorial evaluation of products; nutritional characterisation of products; development of new food products.
- **Micro-propagation:** plant tissue culture technology. Molecular characterisation of plants. Somatic embryo genesis of plants.
- **Pathology:** Environmental conditions affecting human health. Handling of waste water and sub-products of industry

The initial focus will be research collaboration in the area of yeast ecology and characterisation for beverages between the Department of Biology (Università degli Studi della Basilicata) and The Division of Biotransformation (Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco). Other areas of cooperation may develop at a later time.

3. **MANNER OF IMPLEMENTATION**

The collaboration contemplated by the Agreement will be implemented by:

- a. collaborative research programs
- b. the exchange of researchers
- c. the exchange of scholarly and pedagogical material



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For purposes of this Agreement, "researchers" means the following:

- ♦ faculty members
- ♦ doctoral and postdoctoral fellows
- ♦ researcher fellow
- ♦ industrial or professional research collaborators of the two partners.

4. **EXCHANGE OF RESEARCHERS**

- a. The participation of any researcher from either university/centre in the exchange will be subject to the prior approval of such researcher by the other institution
- b. Each institution undertakes to maintain the salary and supplementary benefits of its own faculty members who participate in the exchange, consistent with its faculty leave policies and other policies in effect from time to time
- c. Each institution will endeavour to raise funds for travel to the host institution for its own researchers wishing to participate in the exchange. The modalities will be secondly defined.
- d. Participants from each of the institutions, while in attendance at the other institution's facilities, shall abide by the rules and regulations of that host institution regarding the use of facilities and conduct.

5. **RESEARCH PROGRAM MANAGEMENT**

Each institution will nominate one (or, if appropriate, more than one) research program director to ensure that the research collaboration proceeds according to a reasonable schematic plan and to ensure that the terms of this Agreement are carried out. Each institution may at any time name a successor to, or replacement of, its research program director(s).

6. **ASSISTANCE TO EXCHANGE PERSONNEL**

Each institution agrees to accept visiting researchers within the parameters of this Agreement, and will:

- a. assist visiting researchers to find living accommodation and to become integrated into their new social environment, but such assistance shall not include financial assistance;



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- b. provide secretarial service, telephone service, stationery and office space for visiting researchers, comparable to the facilities provided for its own researchers of similar rank.

7. **INTELLECTUAL PROPERTY**

In the context of their respective policies and procedures, the two institutions agree to own jointly any intellectual property that has been produced collaboratively. For intellectual property which has been developed separately by either institution, ownership is retained by the originating institution. This is the over-arching agreement; for specific definitions and details, refer to the attached *Intellectual Property Statement*.

8. **INSURANCE**

The parties to this Agreement acknowledge that they do not provide visiting researchers with medical or hospital or personal property insurance nor are they responsible for any medical or hospital expenses or any other loss suffered by any visiting researcher. It is recommended that visiting researchers, or their home institution, ensure that adequate provision for their needs is made in these areas.

Upon request, the host institution will make reasonable efforts to assist visiting researchers to obtain such insurance, as appropriate, but such assistance shall not include financial assistance.

9. **DURATION AND AMENDMENT OF AGREEMENT**

This Agreement shall be in force and be binding upon the parties hereto for a period of two years from the date of this Agreement. This Agreement may be amended prior to the expiration of the foregoing period only by the mutual consent of both parties in writing.

10. **EARLY TERMINATION**

This Agreement may be terminated by either institution upon twelve (12) months advance notice in writing to the other.

11. **RENEWAL OF AGREEMENT**

A review will be initiated by both parties at least twelve (12) months prior to the expiration of this Agreement to ascertain if the program should be continued and, if so, how it might be improved. This Agreement may be renewed prior to its expiry for a further period of two years, if both parties agree in writing to the renewal.

12. **FREEDOM FROM DISCRIMINATION**



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Each party acknowledges to the other that it subscribes to a policy of non-discrimination, which requires its employees not to discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Each institution shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of researchers which would violate these principles of non-discrimination.

13. **LANGUAGE**

Although a translation of this Agreement may be prepared in another language, it is understood that the English version of this Agreement will be the official binding document between the parties.

In witness where of the parties have executed this Agreement as of the 13th day of February, 2004.

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**CENTRO DE INVESTIGACIÓN Y ASISTENCIA
EN TECNOLOGIA Y DISEÑO DEL ESTADO DE JALISCO**

f.to The Rector
Prof. Francesco Lej Garolla Di Bard

f.to General Director
Dr. Luis Edmundo Garrido Sanchez

Potenza, 19 novembre 2003

Guadalajara Jalisco, February 13th, 2004



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Intellectual Property Statement (Clause 7)

- (a) For purposes of this section:
- (i) "Intellectual Property" means any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications and trademark rights; v) rights relating to the protection of trademarks and confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;
 - (ii) "Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or area in which the parties collaborate or assist each other as contemplated by this Agreement.
- (b) Unless the parties otherwise agree in writing with respect to a specific research program or project prior to commencement of work on such project:
- (i) All Intellectual Property created by The Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco personnel and by the Università degli Studi della Basilicata personnel collaboratively, in the course of the work on the Project, shall be owned jointly by the two institutions.
 - (ii) All Intellectual Property of the Università degli Studi della Basilicata (and its third party licensors) that existed on the date of commencement of the project or that is subsequently created or acquired solely by the Università degli Studi della Basilicata in performing the work under the Project shall be owned by the Università degli Studi della Basilicata. The Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco shall have the right to use such Intellectual Property provided by the Università degli Studi della Basilicata for purposes of the Project and for internal teaching and research purposes.
 - (iii) All Intellectual Property of The Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco (and its third party licensors) that existed on the date of commencement of any Project or that is subsequently created or acquired solely by The Centro de Investigación y Asistencia en Tecnología y Diseño del



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Estado de Jalisco in performing the work under the Project shall be owned by The Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco. The Università degli Studi della Basilicata shall have the right to use such Intellectual Property provided by The Centro de Investigación y Asistencia en Tecnología y Diseño del Estado de Jalisco for purposes of the Project and for internal teaching and research purposes.