



# Memorandum of Understanding ("MoU")

### **BETWEEN**

**Università degli Studi Guglielmo Marconi,** a university accredited by the Italian Ministry of University and Research (MUR) with registered office in Rome, Via Plinio 44 - 00193, Tax Code and VAT number 07154361005, represented by the Rector, Prof. Alessandra Briganti (hereinafter also referred to as "Marconi University" or USGM");

And

**Vietnam National University – University of Economics and Business,** a university established under the decision number 290/QĐ-TTg dated March 6th, 2007 regarding the establishment of the University of Economics and Business under the National University of Hanoi was made by the Prime Minister of the Socialist Republic of Vietnam.

(hereinafter referred to as "VNU-UEB")

In this MoU, USGM and VNU-UEB shall be referred to collectively as, "Parties" and individually as "Party".

#### Given that

- USGM recognizes the cultural and scientific relations among universities as a fundamental tool for mutual cultural comprehension, and the development and dissemination of knowledge
- USGM carries out advanced functions at an institutional level in the field of university-level training, also by promoting forms of collaboration with public and / or private institutions and bodies;
- VNU-UEB recognizes the cultural and scientific relations among universities as a fundamental tool for mutual cultural comprehension, and the development and dissemination of knowledge
- VNU-UEB carries out advanced functions at an institutional level in the field of university-level training, also by promoting forms of collaboration with public and / or private institutions and bodies;

### THE PARTIES HEREBY AGREE TO THE FOLLOWING:

### ART. 1 Purpose of the MoU

The purpose of this MoU is to develop academic, cultural and social cooperation and to promote mutual understanding between the abovementioned universities.

## ART. 2 Subject of the Collaboration

The Parties agree to develop the following collaborative activities in the academic areas of mutual interest on the basis of equality and reciprocity:

- Exchange of academic and administrative staff
- Exchange of students
- Promoting cooperation in the field of research and development
- Conducting collaborative research projects
- Organizing social and scientific meetings such as congresses and conferences
- Development and/or provision of joint and double degree programs at a master level, especially concerning the MBA
- Development and/or provision of short courses in different fields, with particular reference to business, technology and innovation management

## ART. 3

#### Financial rules

Any commercial or financial details related to activities pointe out in Art. 2 will be discussed by the representatives of the two universities and included in specific amendments to this MoU.

#### ART. 4

### **Guarantees and obligations**

Both Parties acknowledge the need to protect and promote the image of this joint initiative and that of each of them.

Therefore, neither Party is authorized to use the name, brand and/or logo of the other Party for whatsoever reason without the prior written consent of such Party unless for the sole purpose of factually mentioning the said collaboration between Parties.

Neither Party shall undertake any obligations on the other's behalf without the express authorization from such Party. Therefore, any liability accrued from including but not limited to representations, obligations or warranties made by either Party without proper consent being first obtained is thereby excluded. Each Party is exonerated from any liability deriving from employment relationship(s) that maybe established by the other, in the context of the activities referred to in this Agreement.

#### ART. 5

#### **Duration and Withdrawal**

This agreement shall remain in full force and effect for five (5) years and is renewable in writing unless terminated prior to the expiry of the term of this Agreement.

The Parties may in any case withdraw from this agreement at any time prior to the expiration of the Term as described in the foregoing clause by written communication (registered letter with return receipt or certified company e-mail) to be sent in compliance with at least three months' notice. The possibility for students enrolled in the program to be able to conclude the activities remains guaranteed.

# ART. 6 **Dispute Resolution**

Disputes arising from interpretation and provisions of this MoU shall be resolved through consultation and negotiation. If it is impossible to reach an amicable settlement of the dispute, the Parties agree to terminate this MoU with mutual understanding.

# ART. 7 Operative effect

This MoU will become effective after being signed by the representatives of the two universities.

TRUÒNG Dr. Arturo Lavalle Assoc. Prof. Dr. Le Trung Thanh Director of R&D and International Rector VNU – University of Economics and Business

Università degli Studi Guglielmo Marconi

Relations

Date:

Date: