



Bilateral agreement for teaching activity, research, education and training programs with foreign Universities and Institutions

Università "G. d'Annunzio" di Chieti-Pescara (UdA), whose registered office is located at Via dei Vestini n. 31 - 66100 Chieti, Italy, legally represented by its Rector, Prof. Liborio Stuppia, and the **Arizona Board of Regents on behalf of Arizona State University (ASU)**, located at 1475 N Scottsdale Road, Suite 200, Scottsdale, AZ 85257, legally represented by its Director, Contracts – KE Research Operations, Robert Weidenbaum, considering the development of cultural and scientific cooperation to be of mutual advantage to both Universities, and aiming at reinforcing such cooperation, agree upon the following points:

Art. 1 Objectives

Both institutions agree to explore the development of various academic activities within this Framework Agreement and generally establish the intent to collaborate broadly across all academic disciplines.

The two parties recognize that the implementation of any agreed upon activity will depend on the interests and expertise of the individuals involved, as well as on the availability of financial resources and further means. Accordingly, the implementation of any exchange and cooperation programme based on this agreement shall be negotiated separately and defined by the two institutions.

Art. 2 Scientific and Admin Coordinators

Each Party will appoint a scientific coordinator (“Coordinator”) and an admin coordinator to facilitate the collaborative activity at their respective home institutions.

UdA Scientific Coordinator will be Dr. Simone Bello

E-mail address: simone.bello@unich.it

Mail address: Università “G. d’Annunzio” – Campus di Chieti – Palazzina di Lettere
Via dei Vestini, 31 66100 Chieti - Italy

Phone number: +39 0871 3554500 / +39 380 1354444

UdA Admin Coordinator will be: International and Erasmus Office

E-mail address: agreements@unich.it

Mail address: Università “G. d’Annunzio” – Campus di Chieti – Palazzina del Rettorato
Via dei Vestini, 31 66100 Chieti - Italy

Phone number: +39 0871 3556625/6630

ASU Scientific Coordinator will be: Prof. Ramon Arrowsmith

E-mail address: ramon.arrowsmith@asu.edu

Mail address: ASU Tempe Campus, School of Earth and Space Exploration Office 773, ISTB4 - BLDG75

Phone number: (480)965-3541



ASU Admin Coordinator will be Kaushik Balakrishnan

E-mail address: kb12@asu.edu

Mail address: 218 ARMSTRONG HALL 1100 S McAllister Rd, Tempe, AZ 85287

Phone number: (480) 965-0583

Each institution reserves the right to change its Coordinators, in which case it will promptly notify the other institution.

Art. 3 Sharing of expenses

The expenses necessary for the exchange of students/ PhD students/ trainees, teaching staff and administrators involved in the realization of the objectives set out in this agreement shall be borne by the Institution of origin, in accordance with the internal regulations of each part, upon verification of its available funds.

Art. 4 Insurance

Each party must provide liability insurance for its own full academic tenured staff, tenured technical administrative staff and undergraduate and post-graduate students who are undertaking the mobility involved in in the exchange.

As an instrumentality of the State of Arizona, ASU is self-insured under the State of Arizona, Department of Administration Risk Management Department as provided under Arizona Revised Statutes Sections 41-621 et seq. That self-insurance program provides ASU with adequate insurance coverage as necessary and reasonable to insure itself and its personnel in connection with the performance of this agreement.

Art. 5 Payment of university fees or contributions

The parties state that the undergraduate students / interns / graduate students involved in the Agreement will pay fees at the host University, subject to the consent of the respective competent bodies of each party.

Art. 6 - Services and support

The Parties shall ensure the exchange of all relevant information on the structure and organization of each other's institutions, to increase mutual understanding. Each party, in accordance with its laws and regulations, will ensure their guests, under this agreement, all forms of assistance and support in their own Countries for the fulfillment of the agreed tasks.

Art. 7 - Arbitration clause

The resolution of any disputes concerning the interpretation and / or execution of this Agreement and / or project activities related to it, if it is not possible to define amicably, shall be referred to an arbitration panel composed of one member designated by each party, and one chosen jointly.

Art. 8 - Duration of the Agreement

This agreement has a term of five (5) years from the last signing. Upon expiry, it shall be considered automatically renewed for the same period unless there is objection from either party. This agreement may be terminated at any time with at least six (6) month prior notification from either party. The



termination does not affect the ongoing programs which have been started before that.

Art. 9 – Effectiveness

The present Agreement will be effective and enforceable from the last date of signing. The present Agreement may be executed in counterparts, each of which will be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

Art. 9 – Other ASU Required Provisions

- a. **FEDERAL DISCLOSURE REQUIREMENTS.** UdA acknowledges and agrees that: (1) U.S federal agencies that provide funding for research may require disclosure of contracts pursuant to federal laws including, without limitation, Section 223 of the National Defense Authorization Act (NDAA), Section 117 of the Higher Education Act of 1965, as amended (HEA), and National Security Presidential Memorandum 33 (NSPM-33) (collectively, “Federal Disclosure Requirements”); and (2) nothing in this Agreement shall prevent ASU from disclosing this Agreement to federal agencies pursuant to the Federal Disclosure Requirements.
- b. **EXPORT CONTROLS.** Interactions between U.S. nationals and non-U.S. nationals may be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory prototypes, and other commodities, as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the “Export Control Laws”). None of the collaborative activities undertaken pursuant to this Agreement will require either Party to take, or fail to take, any action that would cause a violation of any of the Export Control Laws.
- c. **Non-Discrimination.** To the extent applicable, the Parties will comply with all state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act.
- d. **Non-Appropriation.** The Parties recognize that performance of this Agreement by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the “Legislature”). If the Legislature fails to appropriate the necessary funds, then by written notice to UdA, ASU may cancel this Agreement without further duty or obligation. UdA recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.
- e. **Provisions in Arizona Law.** Both Parties recognize that as a state institution in Arizona, ASU is bound by provisions of Arizona law, and UdA is subject to provisions of the laws of Italy. Notice is provided of A.R.S. §§ 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.
- f. **Marks.** Neither Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other Party (“Marks”), or the name of any representative or employee of the other Party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the Party that owns the Marks in each instance. Use of any Party’s Marks must comply with the owning Party’s requirements, including using the “®” indication of a registered trademark where applicable.



UNIVERSITA' "G. D'ANNUNZIO" DI
CHIETI-PESCARA¹

ARIZONA BOARD OF REGENTS ON
BEHALF OF ARIZONA STATE
UNIVERSITY

THE RECTOR

DIRECTOR, CONTRACTS – KE
RESEARCH OPERATIONS

Prof. Liborio Stuppia

Robert Weidenbaum

Date

Date

¹ Imposta di bollo assolta in modo virtuale / Stamp duty paid using the virtual system