



"MEMORANDUM OF UNDERSTANDING"

between

G. d'Annunzio University of Chieti-Pescara (UNIVERSITY OF CHIETI) and

ST. Joseph Dental College of ELURU University of Health Sciences, VIJAYAWADA, India

G. d'Annunzio University of Chieti-Pescara ("University of Chieti"), and the Secretary and Correspondent of the ST. Joseph Dental College of ELURU, India on behalf of the ST. Joseph Dental College of ELURU, India, enter into an Memorandum of Understanding (MOU) to establish an educational exchange program as a continuing effort in our desire to improve education and research;

- with regard to the current laws of the two countries;
- the Statute of the University "G. d'Annunzio" University, the University Academic Regulations and Rules for International mobility;
- the Academic Senate of the University "G. d'Annunzio" University of Chieti-Pescara have approved the signing of the agreement on 17/5/22;
- the University of ST. Joseph Dental College of ELURU, University of Health Sciences,
 VIJAYAWADDA, India, has declared its interest in a letter of intent signed on by Rev. Fr.
 G. Moses Gorremuchu- Secretary & Correspondent, and Dr. Duvvi Naveen Babu Deputy
 Director Research Activities.

The University "G. d'Annunzio" of Chieti-Pescara (Italy), located at Via dei Vestini n. 31 66100 Chieti, Italy (registered place of business) and legally represented by the Rector, Prof. Sergio Caputi,

AND

The ST. Joseph Dental College of ELURU, University of Health Sciences, VIJAYAWADA (India), located at Duggirala, ELURU—534 003, W.G.Dt., A.P. India, and legally represented by Rev. Fr. Moses Gorremuchu





AGREE TO COMPLY WITH THE FOLLOWING:

- **1.** The purposes of the cooperation between University of Chieti and ST. Joseph Dental College of ELURU, India are as follows:
 - to promote interest in the teaching and research activities of the respective institutions.
 - to enhance the understanding of the economic, culture and social environment of the respective institutions.
- 2. To achieve these goals. University of Chieti and ST. Joseph Dental College of ELURU, India will, as to be later mutually agreed upon, and only insofar as the means and resources of each institution allow:
 - promote institutional exchanges by inviting staff of the partner institution to participate in a variety of teaching and/or research activities and professional development.
 - receive physicians for clinical experience based on availability.
 - receive medical students to participate in extramural clerkships.
 - organize symposia, conferences, short courses and meetings on research issues.
 - carry out joint research and continuing education programs.

Visiting physicians or staff person will be subject to the rules and regulations of the host institution. Further, each institution shall designate a coordinator at its facility and at its own expense to oversee and facilitate the implementation of any agreement. The coordinators, working with other appropriate administrators at the respective organization, shall have the following responsibilities:

- o to promote academic collaboration for research and study.
- o to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution.
- to distribute to each institution information about, facilities, research, publications, library materials and educational resources of the other institution; and, to periodically review and evaluate past joint activities and to develop new ideas for future cooperative agreements.





3. This MOU is intended to clarify the nature and extent of the complementary activities that the parties might undertake for their mutual benefit. Each party will be responsible for managing its own costs. The parties recognize that implementing any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of resources, including without limitation financial resources and space. Whether the parties must negotiate and agree to a supplemental agreement before they begin work on any project under this MOU will be assessed based on the extent to which implementing the project requires a commitment of resources, including without limitation financial resources, personnel, award of credit-bearing coursework, or transfer or use of intellectual property.

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.

5. INDEMNIFICATION

- a. ST. Joseph Dental College of ELURU, India shall defend, indemnify and hold harmless University of Chieti its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of ST. Joseph Dental College of ELURU, India, its officers, employees, or agents.
- b. University of Chieti shall defend, indemnify and hold harmless ST. Joseph Dental College of ELURU, India, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage





are caused by or result from the negligent or intentional acts or omissions of University of Chieti, its officers, employees, or agents.

6. USE OF REGENTS' NAME AND SEAL

University of Chieti may use the name (including ST. Joseph Dental College of ELURU, or any other version of ST. Joseph Dental College of ELURU, India name) and seal (including the official and unofficial seal) of ST. Joseph Dental College of ELURU, India and any other symbol or logo of ST. Joseph Dental College of ELURU, India, only after University of Chieti has sought and received written approval for such use pursuant to ST Joseph Dental College of ELURU, India 's policies and procedures.

- 7. This MOU may be altered only by mutual written consent of both parties.
 Modifications of this MOU shall not become effective until they are received in writing by both parties.
- **8.** The term of this MOU shall become effective upon final execution and continue in effect for five (5) years or unless earlier terminated in accordance with the terms of Article 7.

9. TERMINATION

- a. <u>Termination without Cause:</u> Notwithstanding any other provision to the contrary, this MOU may be terminated without cause at any time by either party upon ninety (90) days 'prior written notice to the other party.
- b. <u>Termination or Cause:</u> In the event of a material breach of this MOU, the aggrieved party may terminate this MOU by giving ninety (90) days' prior written notice of termination to the breaching party and MOU shall automatically terminate at the end of a ninety (90) day period if the breach has not been corrected to the satisfaction of the complaining party.
- **10.** Each Party will appoint a coordinator ("Coordinator") to facilitate the collaborative activity at the respective home institutions.





The University of Chieti Coordinator will be Prof.ssa Bruna Sinjari.

The ST. Joseph Dental College of ELURU will be Dr. Duvvi Naveen Babu

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

- 11. Two official copies of this MOU in the English language are to be signed by the representatives, with one copy to be retained by each institution
- 12. This MOU shall be governed by the law of the State of Italy without regard to conflict of law principles that would result in the application of any law other than the law of the State of Italy.

13. NOTICES

All Notices required under this MOU shall be deemed to have been fully given when made by e-mail, fax or in writing and deposited in the Italy mail postage prepaid mail, return receipt requested and addressed as follows:

Rector of the "G. d'Annunzio" University of Chieti-Pescara

Prof Sergio Caputi (Legal rappresentative)

Date: 23/5/2022

Stamp:

President of The ST. Joseph Dental College of ELURU

Rev. Fr. Moses Gorremuchu (Legal rappresentative)

Date: 23/5/2022

Stamp: