



**POLITECNICO
DI TORINO**



MEMORANDUM OF UNDERSTANDING

Between

The Politecnico di Torino (hereinafter referred to as “Politecnico”), Tax Code No. IT00518460019, represented by the Vice Rector for International Affairs pro-tempore Prof. Bernardino Chiaia, born in Bari on 07.05.1966, domiciled for the purposes of this act at the headquarters of the Institution in Turin, in Corso Duca degli Abruzzi no. 24, whose Board of directors authorized with resolution dated 27.05. 2015 to draw up this act

and

the Escuela Politécnica Nacional, Tax Code/VAT number 1760005620001 with registered offices in (city) Quito. (street) Av. Ladrón De Guevara E11-253 Y Andalucía (hereinafter referred to as “EPN”) represented by Ing. Jaime Calderón Segovia born in Quito, on 01/02/1951 domiciled for this post at the headquarters of the Institution, whose Board of directors authorized with resolution dated 13.12. 2013

Politecnico and EPN also individually referred to as the “Party” and jointly as the “Parties”

Given that/ Whereas

- a. the Politecnico has, among its institutional purposes, education and research, in addition to the tasks of technology transfer and services to the socio-economic system and to the territory;
- b. the Politecnico, as *research university*, intends to generate and support development processes based on knowledge, through interaction with public and private actors, who contribute to the creation and dissemination of knowledge;
- c. the two institutions share the same interests and common objectives within the academic and cultural field;
- d. the objectives outlined above are fulfilled through the ability to adopt a system on the frontier of research and training in the areas of excellence in the University and in the territory’s socio-economic system;
- e. the Politecnico intends therefore to intensify collaboration with private and public entities, operating on the territory, with a view to foster cooperation in relation to projects in partnerships of mutual interest;
- f. the two institutions, with a view to pursue their mission of common interest, have expressed their willingness to collaborate, in the terms and under the conditions established later on in this protocol, with the purpose of carrying out projects of cultural interest, education, research, and innovation, for the common good.



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**In view of all this, which constitutes an integral part of this Memorandum, the Parties,
as indicated above, agree and specify as follows**

Art. 1 – Purpose of the Memorandum

1. The Politecnico and the EPN express their interest in creating a partnership whereby training, study, and research activities conducted by the Politecnico may complement, through the use of qualified resources and adequate tools, the corresponding activities carried out by the EPN.
2. The two institutions have found mutually beneficial to carry out cooperative research and education activities in the fields of Engineering.

Art. 2 – Activities

1. The Politecnico and the EPN promote reciprocal cooperation in training activities, and research in areas of common interest for both parties, to be implemented in ways which will be defined for this purpose, including, but not limited to:
 - a. projects for the support of the academic-professional training of students, undergraduates and postgraduates with the aim of providing them with the opportunity to gain a better knowledge and competences in the fields of Structural and Geotechnical Engineering, Seismic Engineering, Structural Monitoring, Disaster Resilience and Computational Fluid Mechanics;
 - b. projects for the development of Laboratories for Material and Structural Testing at EPN;
 - c. projects for the development and foundation of the PhD School in Structural Engineering at EPN with the support of Politecnico di Torino Faculty members in the relevant fields;
 - d. projects for the definition of networks of relations at an international level and in the organization of institutional events promoting scientific-technological and business culture at a local level;
 - e. projects for synergy initiatives between the Italian and international network of the EPN and of the Politecnico, also in the area of technology transfer and consultancy in the relevant common fields.
 - f. projects for the identification of new models and strategies which allow the relationship with the territory to be strengthened, in social and cultural terms as well, through the experimentation of new forms of communication and dissemination of high-tech knowledge and experience within the social fabric, in addition to other projects, briefly described later on in this Memorandum.
 - g. exchanges for undergraduates, postgraduate students, researchers and faculty;
 - h. periods of study, internship, and seminars on previously established topics;
 - i. exchanges of information, documentation, and scientific publications,
 - j. student exchanges through practical internships of various durations.
2. The formalisation of the specific acts in relation to the administrative, financial and organisational aspects of implementing the Projects are deferred to measures which, on a case-by-case basis, will be

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perfected according to procedures provided for in the internal Regulations of the Politecnico and of the EPN.

3. The stipulation of this act does not imply that the Parties assume any obligation, but is merely a show of interest in cooperating in the commencement of the collaboration.

The collaboration between the EPN and the Politecnico will be organised on the basis of specific competences through the stipulation of specific agreements at an institutional level or with the departments or structures whose competences will be required to achieve the common goal identified by the Parties.

Art. 3 – Persons in charge of the Memorandum

1. The Politecnico indicates, as person in charge of this agreement, Prof. Dr. Bernardino Chiaia, who shall be responsible for it and for the relations with the EPN. Politecnico indicates Prof. Giulio Ventura and Prof. Giuseppe Ferro for managing the operative activities related to the agreement, which will be defined by specific addendum and contracts. Any replacement of the persons in charge must be communicated promptly to EPN in writing.
2. The EPN indicates as contact person and person in charge of this agreement Prof. Dr. Marcos Villacís Erazo who shall be the institutional responsible for it and for the relations with the Politecnico. EPN indicates Prof. Dr. Carlos Fabián Ávila Vega and Prof. Dra. Alexandra Alvarado for managing the operative activities related to the agreement as specified in Art. 3.1. Any replacement of the person in charge must be communicated promptly to the Politecnico in writing.
3. All communication and technical documentation concerning this memorandum shall be sent to the above-mentioned persons in charge, at the following addresses:
 - for the EPN;
 - Marcos Villacís, Jefe del Departamento de Ingeniería Civil y Ambiental
Escuela Politécnica Nacional, Ladrón de Guevara E11-253 y Andalucía, Edificio de Ingeniería Civil y Ambiental, Oficina 210, 2do Piso, 170525 Quito, Ecuador, Phone number: +593 2976300 Ext. 1634, email address: marcos.villacis@epn.edu.ec
 - for the Politecnico:
 - Prof. Dr. Bernardino Chiaia
Phone number: +390110904866 email address: bernardino.chiaia@polito.it
 - Elisa Armando, Head of International Relations Office
Phone number: +390110908680 email address: international.relations@polito.it

Art. 4 – Duration

1. This Memorandum has a duration of 5 (five) years starting from the date of execution.



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Either Party may terminate this agreement through written communication to be transmitted by registered letter with acknowledgement of receipt, or by certified email. The termination will be effective 6 (six) months after receipt of the communication.

Art. 5 – Use of distinctive signs by the Parties

1. This Memorandum, like the subsequent agreements in which the collaboration between the Parties will be established, does not give the Parties the right to use any distinctive signs of the other Party for advertising purposes, or for any other promotional activity, or of any other nature.
2. The use of the distinctive signs of the Politecnico may be permitted only upon prior written authorisation by the same, according to current University regulations.

Art. 6 – Confidentiality

1. The Parties acknowledge the classified nature of all Confidential Information¹ exchanged in implementing this Memorandum, which cannot be given to third Parties, or be used for purposes differing from those for which they have been supplied, without prior written authorisation, by the issuing party.

Where necessary, for specific requirements, the parties may agree to sign a separate confidentiality agreement.

Art. 7 – Data processing

1. The Politecnico is responsible for the processing, diffusion, and communication of personal data concerning this Memorandum within the scope of pursuing its institutional purposes and as provided in its regulations – as well as in the Code of Ethics and Good Conduct for the processing of personal data for scientific or statistical purposes signed by the CRUI (Conference of Italian University Rectors) on 13. 05. 2004² – in implementation of the legislative decree no. 196 of 30 June 2003, on the processing of personal data, and undertakes to make no other use of it.
2. The data controller for the Politecnico is the Rector, who has nominated as person in charge of data processing Silvia Vacca, Head of International Affairs Department.

¹ The term “Confidential Information” means any information or knowledge of economic or technical nature, or in relation to commercial or research strategies, and including, but not limited to data, know-how, procedures, plans, drafts, photographs, projects, papers, samples, reports, discoveries, inventions, and ideas, as well as future results of any and all research work and subsequent developments which may derive from it.

² The Code of Ethics and Good Conduct for data processing used for statistical and scientific purposes has been signed at the data protection authority by the representatives of CRUI and some scientific companies. The Code is linked to the guarantees already

² The Code of Ethics and Good Conduct for data processing used for statistical and scientific purposes has been signed at the data protection authority by the representatives of CRUI and some scientific companies. The Code is linked to the guarantees already provided for by the regulations on data processing carried out in connection with the National Statistical System, identifying the precautions to be adopted for the processing of sensitive and judicial data for medical, biomedical, and epidemiological research activities, and for market research as well which are not connected to commercial activities and activities regarding commercial information. (www.garanteprivacy.it)



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3. The EPN undertakes to process, diffuse, and communicate personal data of the Politecnico solely for the purposes related to the implementation of this agreement. The data controller for the EPN is Ing. Jaime Calderón Segovia, responsible for data processing is Dr. Marcos Joshua Villacís Erazo.
4. The EPN undertakes to respect the norms related to data processing in force in the country where it has its headquarters and collaborations will take place.
5. The EPN authorizes the Politecnico to publish on its institutional website news related to this Memorandum.

Signatures

Turin, (date) _____

For the Politecnico di Torino

Bernardino Chiaia

Vice Rector for International Affairs

Quito, (date) _____

For the Escuela Politécnica Nacional

Ing. Jaime Calderón Segovia.

Prof. Giulio Ventura

Responsible for operative activities

PhD Carlos Avila Vega

Responsible for operative activities

Prof. Giuseppe Andrea Ferro

Responsible for operative activities

Dra. Alexandra Alvarado

Responsible for operative activities