

COLLABORATIVE AGREEMENT FOR CULTURE AND SCIENCE &
TECHNOLOGY BETWEEN THE UNIVERSITY OF MODENA AND
REGGIO EMILIA (ITALY) AND LIBYAN INTERNATIONAL
MEDICAL UNIVERSITY.

THE UNIVERSITY OF MODENA AND REGGIO EMILIA represented by the Rector Prof. Aldo Tomasi, born in Trento on the 13/1/1951, officially authorized by the Board of this University, located in Modena(Italy), Via Università, 4 tax code and VAT No.00427620364,

AND

represented by the President Dr Mohamed Saad Ambarek born in Benghazi (Libya) on the02/08/1963, officially authorized by the Board of this University, located in Benghazi (Libya), in Gaerwan Road - Benghazy (Libya)

whereas:

- 1.the mutual interest of both Universities in the development of scientific research and the training of scientific and technical staff;
- the existing common scientific programmes;
- 3. a mutual willingness to extend the collaboration further;



agree on the collaboration programme specified in the following clauses:

ARTICLE 1 - AIM OF THE COLLABORATION PROGRAMME

The parties undertake to set up didactic and integrated research activities, and also arrange for the potential use of scientific and technical apparatus of mutual interest.

Initially the collaboration will concern the fields of cancer research and treatment and will be successively extended to other sectors or structures of the contracting Universities, subject to an exchange of letters between the interested parties.

ARTICLE 2 - TOPICS OF THE COLLABORATION PROGRAMME

With regard to the development of the activities indicated in article 1, the agreement provides for: a) the partnership between the two institutions in establishing an oncology centre in Benghazi that deals with oncology services and research and looks forward to become a regional centre of excellence and academic standards.

- b) the development of joint or collaborative research programmes;
- c) the interchange of teaching staff, researchers and technical staff;



- d) student mobility;
- e) mutual acceptance of Scholarship holders and Postgraduate students;
- f) the interchange of scientific documentation and publications and data transmission networks;
- g) the organisation of special conventions, seminars, and scientific meetings, arranged by mutual agreement.

ARTICLE 3 - INTERCHANGE OF STAFF AND RELATED DUTIES
The parties agree that, as far as expenses relating
to the execution of the agreement are concerned,
and as far as Article 2 is concerned, there are no
financial obligations placed upon the Universities,
nor on the Departments carrying out the activities
referred to in this agreement.

ARTICLE 4 - TECHNICAL & SCIENTIFIC COORDINATION

The responsibility for the technical and scientific coordination for the definition and implementation of the agreement is entrusted to Prof. Massimo Federico, Director of Medical Oncology II - Department of Oncology, Hematology and Respiratory System Diseases - University of Modena and Reggio Emilia.

ARTICLE 5 - DURATION

This agreement is valid for five years from the



date on which it is signed, and will be renewed by tacit agreement once only, for an additional five-year period, unless notice to terminate the contract is communicated in writing by one contracting party to the other at least three months prior to the expiry date.

ARTICLE 6 - INSURANCE COVER

The parties declare to have an appropriate insurance cover for the risks coming from the activities provided in the agreement.

ARTICLE 7 - OBLIGATIONS IN THE EVENT OF AN ACCIDENT
In the event of an accident occurring during the
performance of the activities referred to in this
contract, each University commits itself to follow

the procedures foreseen by the rules existing.

ARTICLE 8 - HEALTH INSURANCE

Each University must guarantee adequate health cover for persons indicated in clauses c), d) and e) of article 2, whom it sends to the other university, in accordance with the law in force in the host country.

ARTICLE 9 - HEALTH AND SAFETY IN THE WORKPLACE

It is the duty of the host institution to treat and consider visiting staff to that institution in the same manner as its own staff, and thus visiting



staff will benefit from exactly the same safeguards and information, in line with the role assumed in the host institution.

ARTICLE 10 - DISPUTES

The parties undertake to resolve amicably and in the spirit of compromise, any dispute arising from this agreement.

In the event that the parties are unable to reach agreement, it is agreed that any dispute arising between the contracting parties, relating to the interpretation, execution and resolution of this agreement, will be referred to a standard Arbitration Board which will decide the matter in accordance with the law.

ARTICLE 11 - EXPENSES

Any stamp duty payable under this contract is payable by the University of Modena and Reggio Emilia.

This agreement comprises n.6 written pages up to this point.

Modena, the 23rd day of April 2009.

UNIVERSITY OF MODENA AND REGGIO EMILIA

The Rector

Aldo Tomasi



LIBYAN INTERNATIONAL MEDICAL UNIVERSITY

The President

(Dr. Mohamed Saad Ambarek)