



Consiglio Nazionale delle Ricerche

## UNIVERSITY OF MINNESOTA

**LETTER OF INTENT ("LoI")****Between****Regents of the University of Minnesota****Through its****International Institute for Biosensing ("IIB")****and****National Research Council of Italy ("CNR")**

**IIB** and the **CNR**, wishing to strengthen their academic/researchers and scholarly links and cooperation for research between faculty/researchers and students of both institutions agree as follows:

**1. Purpose of the LoI.** The purpose of this LoI is to discuss cooperative scientific relationships between the two institutions in areas discussed below.

**2. Scope of the LoI.** The parties agree to undertake discussions with the goal of establishing academic/research and scholarly cooperative projects that are of mutual interest to colleges/institutes, departments and students/researchers of each institution.

**3. General Areas of Cooperation.**

**3.1** Subject to the availability of funds and the written approval of the interested parties of both institutions as provided in Section 5, the institutions shall endeavor to develop plans which could include the following areas of cooperation.

**3.1.1** Exchange of faculty/researchers members for agreed upon periods of time.

**3.1.2** Organization of possible joint activities, including the exchange of scientist and technical staff members.

**3.1.3** Organization of joint conferences or symposia.

**3.1.4** Exchange of students/young researchers.

**3.1.5** Discussions on collaborative fundamental research and educational initiatives.



Consiglio Nazionale delle Ricerche

## UNIVERSITY OF MINNESOTA

3.1.6 Discussions on development of joint fundamental research and education proposals to funding agencies in both the countries.

3.2 Neither **IIB** nor **CNR** shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in carrying out this LoI.

**4. Financial Arrangements.** Both institutions agree that all specific financial arrangements are to be negotiated separately for each component and are dependent on mutual interest and on the availability of funds.

### **5. Administration.**

5.1 To be legally binding, the terms and conditions and necessary budget for each program and activity that is implemented under the terms of this general LoI must be agreed upon in writing under a separate agreement signed by authorized representatives of both parties prior to the initiation of the particular program or activity.

5.2 Each institution will designate a contact person to develop and coordinate specific activities or programs.

**6. Duration of the LoI.** This LoI will be effective from the date of signature for an initial period of three (3) years and may be extended beyond such term upon mutual written agreement of the parties. Either party may terminate this LoI upon 3 months written notice to the other.

**7. Use of Name or Logo.** Neither party will use the name, logo, or other marks (including, but not limited to, colors and music) owned by or associated with the other or the name of any representative of the other in any sales promotion work or advertising, or any form of publicity, without the written permission from an authorized representative of the other. Neither party may issue a press release without the prior review and written approval of the other party.

**8. No Agency; Independent Contractor.** Each party is and shall be considered to be an independent contractor of the other party. Neither party shall be the legal agent of the other for any purpose whatsoever and neither party has any right or authority to make or underwrite any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party. Neither party shall represent to any third party that such party has any of the foregoing rights. Neither party shall be bound by or liable



Consiglio Nazionale delle Ricerche

## UNIVERSITY OF MINNESOTA

to any third person for any act or for any obligation or debt incurred by the other toward such third party, except to the extent specifically agreed to in writing by the party so to be bound.

**IN WITNESS WHEREOF**, each individual signing below hereby represents that they are duly authorized to execute and deliver this LoI on behalf of their respective party.

**Regents of the University of Minnesota**

**National Research Council of Italy**

By: S Shashank Priya

Name: Shashank Priya

Title: Vice President for Research

Date: 10/6/24

By: \_\_\_\_\_

Name:

Title: CNR Professor President

Date: \_\_\_\_\_