

Delibera n. **225/2014** del Consiglio di Amministrazione del **24/10/2014**

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OGGETTO: Accordo di Cooperazione con Heritage Malta			
N. o.d.g.: 09/01	Rep. n. 225/2014	Prot. n. 29107	UOR: Servizio Ricerca e Relazioni internazionali

Nominativo	F	C	A	As
Stefano PIVATO	X			
Massimo BERLONI				X
Vittorio LIVI	X			
Tiziana PRIMORI				X
Massimo BALDACCI	X			
Bonita CLERI	X			

Nominativo	F	C	A	As
Tonino PENCARELLI	X			
Vilberto STOCCHI	X			
Mary Cruz BRAGA	X			
Veronica GNAGNARELLA				X
Chiara SISTI				X

Legenda: (F - Favorevole) - (C - Contrario) - (A - Astenuto) - (As - Assente)

Partecipano alla seduta il Pro-Rettore Vicario, Prof. Giancarlo Ferrero e il Direttore Generale, Dott. Luigi Botteghi.

Collegio dei Revisori dei conti			
Nome	Pres.	Ass.g.	Ass.
Dott.ssa Maria Luisa DE CARLI, Presidente		X	
Dott.ssa Gerardina MAIORANO		X	
Dott. Vincenzo GALASSO		X	

Il Consiglio del Dipartimento di Scienze di Base e Fondamenti (DiSBeF) nella riunione del 1° ottobre 2014 ha approvato l'accordo di cooperazione con Heritage Malta, finalizzato a realizzare un più stretto rapporto di collaborazione tra i due soggetti, rendendo reciprocamente disponibili le strutture e le specifiche competenze del personale degli enti stipulanti, allo scopo di promuovere, negli ambiti di comune interesse e in relazione a progetti di volta in volta specificati azioni riguardanti il Patrimonio Culturale sotto la responsabilità della Prof.ssa Baratin.

In particolare, l'accordo prevede la collaborazione in progetti di ricerca comuni (es. la mobilità di ricercatori, docenti e personale dell'Ente, la mobilità di giovani ricercatori impegnati in programmi post-laurea, lo scambio di materiale scientifico, l'espletamento di giornate di studio, conferenze, seminari, corsi di formazione ecc.), la collaborazione nei percorsi formativi degli studenti (es. lo svolgimento di tirocini formativi volti a favorire l'integrazione ed il completamento del percorso di studi degli studenti), la partecipazione in comune ai programmi promossi dalla Commissione Europea o da altri enti e fondazioni nonché il coordinamento di proposte volte all'acquisizione di risorse finanziarie per la realizzazione di strutture e per lo sviluppo di progetti di ricerca e/o formazione.

Per la realizzazione delle suddette attività verranno stipulate di volta in volta apposite convenzioni per definire gli impegni di carattere didattico, scientifico ed economico nel rispetto delle norme e dei regolamenti vigenti e previa autorizzazione degli organi competenti. Il Consiglio è, in questa sede, chiamato ad esprimere un parere in merito all'accordo in oggetto, ai fini della successiva sottoscrizione, previa approvazione degli organi accademici.

Il Consiglio di Amministrazione

- Visto lo Statuto dell'Università degli Studi di Urbino Carlo Bo emanato con Decreto Rettorale n. 138/2012 del 2 aprile 2012 pubblicato nella Gazzetta Ufficiale della Repubblica Italiana, Serie Generale, n. 89 del 16 aprile 2012;

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- Visto il Regolamento di Amministrazione e Contabilità dell'Università degli Studi di Urbino "Carlo Bo" emanato con D.R. n.106/2004, modificato con DD.RR. n.802/2005 del 14 luglio 2005 e n.927/2006 del 4 maggio 2006, riformulato con D.R. n.509/2011 dell'11 novembre 2010;
- Vista la delibera del Consiglio di Dipartimento di Scienze di Scienze di Base e Fondamenti (DiSBeF) n.159/2014/DiSBeF con la quale è stato approvato l'accordo di cooperazione con Heritage Malta;
- sentito il Direttore Generale;

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1. di approvare nel testo sotto riportato il *Cooperation Agreement by and between the Università degli Studi di Urbino Carlo Bo – Dipartimento di Scienze di Base e Fondamenti and Heritage Malta*;
2. di dare mandato al Rettore di sottoscrivere l'accordo.

COOPERATION AGREEMENT

BY AND BETWEEN

**THE UNIVERSITA' DEGLI STUDI DI URBINO CARLO BO – DIPARTIMENTO DI SCIENZE
DI BASE E FONDAMENTI
AND HERITAGE MALTA**

Heritage Malta having its registered offices at Ex-Royal Naval Hospital, Marina street, Kalkara, KKR1524, represented by Mr Kenneth Gambin, Chief Executive Officer.

AND

The Università di Urbino Carlo Bo – Dipartimento di Scienze di Base e Fondamenti (herinafter DiSBeF), having its registered offices in via Saffi, 2 - 61029 Urbino, P. IVA 00448830414, represented by the Rector, Prof. Stefano Pivato.

WHEREAS

- the Parties intend to enter a reciprocal collaboration for research work in the field of Cultural Heritage, reciprocally placing at the disposal of the other, the structures and specific expertise of personnel, of the entities who are party to this Agreement;
- the Parties intend to duly formalize the relationship pursuant to a contractual agreement with the scope of promoting actions governed by specific memorandums of understanding in fields of common interest and projects as defined from time to time.

HEREBY AGREE AND STIPULATE THE FOLLOWING

CLAUSE 1

The preamble shall form an integral part of this Agreement.

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CLAUSE 2

Pursuant to this Agreement and for the entire duration of the same, the Parties shall undertake a scientific collaboration involving the following objectives *inter alia*:

- 1) Collaboration in common research projects entailing:
 - a) mobility of research workers, lecturers and personnel of the Entity;
 - b) mobility of young researchers involved in postgraduate programmes;
 - c) exchange of scientific material;
 - d) workshops, conferences, seminars, training courses etc..
- 2) Collaboration in training courses for students entailing:
 - a) training internships to encourage integration and completion of the study programmes of students.
- 3) Joint participation in:
 - a) programmes promoted by the European Commission or other entities and foundations;
 - b) the coordination of proposals to acquire financial resources in order to create structures for the development of research and/or training projects.

CLAUSE 3

The Parties hereto agree that specific agreements shall be stipulated from time to time for the activities set forth by Clause 1, Clause 2 (1) and (3), in order to define teaching, scientific and economic commitments in accordance with applicable laws and the regulations in force and following authorisation of the competent authorities.

CLAUSE 4

The Parties agree that the collaboration pursuant to Clause 2 above shall be carried out in conditions of reciprocity.

CLAUSE 5

The scientific responsible persons of this collaboration Agreement are the following:

- for Heritage Malta, Mr Kenneth Gambin and Mr Sandro Debono
- for DiSBef, Prof. Laura Baratin.

CLAUSE 6

The Parties undertake to treat as strictly confidential all and any data received to perform the activities pursuant to this Agreement and shall not disclose any reserved or confidential information of which they may become aware in performing the activities pursuant to this Agreement.

The results of any activities developed pursuant to this Agreement shall be owned jointly. Publication, if any, of the results obtained during the collaboration, shall be made with the consent of both Parties. The Parties are intended as joint owners of any results that may be patented, on the understanding that patent applications shall be filed jointly, without prejudice to the copyright of the authors/inventors as set forth by applicable laws and according to the actual creative contribution of the same.

Aspects relating to co-ownership, management of intellectual property rights and actions and activities for the industrial and/or commercial valorisation and exploitation of the invention, including the relevant proprietary rights, shall be governed by specific subsequent agreements.

CLAUSE 7

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The Parties hereby undertake to protect and promote the image of the joint initiative and each other. In particular, the logos of the Parties may be used in the joint activities made subject of this Agreement. This Agreement does not imply any use of the name and/or concession and/or utilisation of the brand and visual identity of the university for commercial and/or advertising purposes. Any such use, whether extraordinary and/or unrelated, with respect to the corporate action, must be governed by specific agreements, duly approved by the competent legal representative and must protect the image of the University.

Parties agree that in virtue of this agreement, they are in no manner transferring to each other any right to property whether real or intellectual. All proprietary rights shall at all times remain fully vested in the legal owner, and nothing in this agreement shall be construed as a transfer in whole or in part for any period whatsoever to any right pertaining to the legal owner, his agents or subsidiaries.

The use of logos, which are extraordinary or unrelated to the corporate action as set forth by Clause 2 above, must be approved in writing by the Party concerned.

CLAUSE 8

In addition to the above collaboration, other forms of collaboration may be identified and implemented, according to the terms and conditions considered to be appropriate to attain the scope of the agreement.

CLAUSE 9

This collaboration Agreement shall be valid for 36 months as from the date of last signature and may be renewed for the same period of time, pursuant to an agreement duly signed by both Parties. Upon expiry of the Agreement, the parties shall draw up an assessment report regarding the collaboration and the results attained, including future objectives.

CLAUSE 10

Either Party may terminate this Agreement with prior notice of at least 3 months which shall be forwarded to the other Party by registered letter with acknowledgement of receipt. However, parties agree that the party terminating his responsibility shall fully indemnify the other party for any expenses, liabilities or damages which may be suffered by such party as a result of termination of responsibility

CLAUSE 11

Each Party shall stipulate the insurance policies required by law to cover its personnel who, pursuant to this Agreement, is present on the premises where the activities are performed. Parties declare and bind themselves that they shall not hold each other responsible or advance any claims for damages of whatsoever nature against each other and/or their staff, agents or employees, during any work or ancillary duty carried out in terms of this agreement, save in cases of gross negligence by either part.

CLAUSE 12

The personnel of both contracting Parties shall comply with the disciplinary and safety regulations in force at the places where the activities relating to this Agreement are performed, reciprocally complying with the regulations on the safety of workers set forth by Italian Legislative Decree no. 81 dated 9 April 2008, and in particular the obligations set forth by section 20 of the above Decree and the rules and regulations of the Protection and Prevention Officer

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and the Occupational Health and Safety Act, Chapter 424 of the Laws of Malta and any of its subsidiary legislation.

Before entering the premises and places where the activities are performed of the Parties, the personnel of both Parties, including any possible external collaborators appointed by the same, shall obtain information regarding the safety, prevention, protection and health measures in force, issuing a declaration to acknowledge they have done so.

The senior officer/health and safety officer of the hosting institution is responsible for enforcing the obligations set forth by section 26 of Italian Legislative Decree no. 81/2008 and ensuring that personal protective equipment (PPE) for the specific risks in the hosting structure, are available. The head of the structure/entity of origin shall be responsible for all and any other obligations.

CLAUSE 13

In the case of disputes involving the interpretation and execution of this Agreement, an initial attempt shall be made to settle the same amicably. Failing this, the the Parties shall jointly appoint a third party natural person to act as mediator. Parties agree that should mediation fail, this agreement shall be construed exclusively in accordance with the laws of Malta and the parties further agree that the laws of Malta shall be the only governing law. Furthermore, should any dispute arise, which cannot be resolved as above provided, parties agree to submit themselves exclusively to the jurisdiction of the Maltese Courts

CLAUSE 14

This Agreement is drawn up in two originals.

CLAUSE 15

The Parties reciprocally declare that any personal details supplied, even verbally for the preliminary contractual activities or in any case which are gathered pursuant to and in execution of this Agreement, shall be processed exclusively for the purposes set forth by this Agreement, by means of searches, processing, comparison with other details and/or additional manual and/or automated processing, including for statistical purposes, on the understanding that such personal details shall be processed anonymously, and shall be communicated to public entities, if so requested by the same, for purposes related to the institutional purposes thereof; failure to supply such personal details may entail the non or partial execution of this Agreement.

The Parties hereby declare that they have been informed of their respective rights and obligations as set forth by section 7 of Legislative Decree no. 196/2003 – Code on the Protection of Personal Details, and in particular of their right to request updates, modification and cancellation of the same.

CLAUSE 16

Parties to this agreement save as otherwise expressly provided for in this agreement, cannot bind each other vis-à-vis third parties and may not enter into any obligation that may involve either of the parties and a third party without the other party's express and written consent.

Parties shall not hold each other responsible for costs arising from contractual agreements save as otherwise expressly provided for in this agreement made by either party with third parties without obtaining the other party's prior written consent.

Furthermore, neither party may hold the either party responsible for any loss, damage, or ex-

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pense, resulting from a breach in any regulation, order or instruction issued by the competent authorities in which either party, his agents or persons under his direct control are at fault.

CLAUSE 17

This Agreement embodies the entire agreement between the parties hereto, and there are no verbal or collateral agreements between them. All preliminary negotiations, representation and discussions are deemed merged herein. This Agreement may be altered or modified only in writing and signed by all parties hereto.

Heritage Malta
Mr Kenneth Gambin
CEO

University of Urbino – DiSBef
Prof. Stefano Pivato
Rector

Date:

Date: