



Delibera n. **64/2016** del Senato Accademico del **15/03/2016**

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OGGETTO: Accordo di cooperazione tra l'Università degli Studi di Urbino Carlo Bo - Dipartimento di Scienze Pure e Applicate (DiSPeA) e Grzybowski Foundation			
N. o.d.g.: 09/02	Rep. n. 64/2016	Prot. n. 6729	UOR: SERVIZIO RICERCA E RELAZIONI INTERNAZIONALI

Nominativo	F	C	A	As
Vilberto STOCCHI	X			
Martino ABBRACCIAMENTO			X	
Marco CANGIOTTI			X	
Orazio CANTONI			X	
Nicola PANICHI	X			
Paolo PASCUCCI	X			
Gino TAROZZI	X			
Piero TOFFANO	X			

Nominativo	F	C	A	As
Donatella DESIDERI	X			
Alberto FABBRI			X	
Mauro FORMICA			X	
Jan Marten Ivo KLAVER	X			
Rosella PERSI	X			
Elena VIGANO'	X			
Vincenzo ACCONCIA	X			
Paola CECCAROLI	X			

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

Partecipano il Pro-Rettore Vicario Prof. Giorgio Calcagnini e il Direttore Generale Dott. Alessandro Perfetto.

Il Senato Accademico

- Visto lo Statuto della Università degli Studi di Urbino "Carlo Bo" emanato con Decreto Rettorale n. 138/2012 del 2 aprile 2012, pubblicato sulla Gazzetta Ufficiale Repubblica Italiana – Serie Generale del 16 aprile 2012 n. 89;
- Visto il Regolamento di Amministrazione e Contabilità (emanato con D.R. n.106/2004 del 26 gennaio 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.509/2010 dell'11 novembre 2010);
- Vista la proposta di stipula di un accordo di cooperazione internazionale pervenuta al Dipartimento di Scienze Pure e Applicate (DiSPeA) dalla Grzybowski Foundation (UK) per il tramite del responsabile scientifico, Prof. Rodolfo Coccioni;
- Considerato che l'Università di Urbino e la Grzybowski Foundation intendono realizzare una più stretta collaborazione per promuovere programmi comuni per attività formative nel campo dei foraminiferi;
- Vista la delibera n. 79/2016 del Consiglio del Dipartimento di Scienze Pure e Applicate (DiSPeA) del 22/02/2016;
- sentito il Direttore Generale;

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di approvare l'accordo di cooperazione tra l'Università degli Studi di Urbino Carlo Bo - Dipartimento di Scienze Pure e Applicate (DiSPeA) e Grzybowski Foundation nel testo qui di seguito riportato:

COOPERATION AGREEMENT

This Cooperation Agreement (the Agreement) is made and entered into effective this day ---date--- (the effective date) by and between:

a) the Università degli Studi di Urbino Carlo Bo - Dipartimento di Scienze Pure e Applicate (DiSPeA), registered and head office in Via Saffi, 2, 61029 Urbino (PU) Italy, a public institution of



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higher learning, hereinafter in this cooperation agreement referred to as the "University

b) the Grzybowski Foundation, a non-profit entity with registered office at 3 Boyne Avenue, Hendon, NW4 2JL, London (U.K.) with new office and library located at the Micropress Europe Fundacja Mikropaleontologiczna (MPE) at the AGH University of Science and Technology, Al. Mickiewicza 30, 30-059 Krakow (Poland), hereinafter in this cooperation agreement referred to as the "Foundation"

together hereafter referred to as the Parties.

Article 1. PREMISES

The premises are integral and essential part of this cooperation agreement.

- The Parties share the overall mission of conducting research and educational activities in the general field of the micropaleontology and more specifically on foraminifera applied to biostratigraphy, paleoecology and ecology, paleoenvironment and environment. The collaboration between Parties and specifically among Prof. Rodolfo Coccioni and Dr. Fabrizio Frontalini for the Dipartimento di Scienze Pure e Applicate (DiSPeA) and Prof. Michael Kaminski for the Grzybowski Foundation has informally started time ago in the field of micropaleontology and biostratigraphy, publication of books and educational activities.

- The Parties have a long-time informal collaboration in the above-mentioned fields through the activities of individuals belonging to the two institutions .

NOW, THEREFORE in consideration of the premises and the mutual covenants hereinafter contained, the Parties agree as follows:

Article 2. OBJECTIVES

The objectives of the Agreement are to:

- a) Promote common programs involving a formal establishment of educational activities in the field of foraminifera between them;
- b) Place special emphasis on the working collaboration that promotes international collaborations for the two Parties.

Article 3. DURATION

The Agreement has a duration of three years (thirty-six months) from the signing date.

Article 4. GENERAL OBLIGATIONS

Each Party agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
2. The University provides the necessary logistics for the development of common educational programmes and other educational programs like the International School on Foraminifera and other related schools and workshops in the frame of *ad hoc* agreements designed for each program of common interest by and between the parties.

Article 5. SPECIFIC OBLIGATIONS

The Parties agree to promote as program of common interest the International School on Foraminifera (<http://www.isf.tmsoc.org/to>) be held in Urbino – at ERSU College - , according to a program defined year by year.



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1. The University shall:
 - a. provide the necessary logistic support for the development of the ISF;
 - b. coordinate the organization of all the scientific aspects of ISF including the design of the educational program and the identification of the instructors in collaboration with the Foundation;
 - c. appoint Prof. Rodolfo Coccioni and Dr. Fabrizio Frontalini as Responsible for the Scientific and Educational programs that shall develop in collaboration with the Foundation under this Agreement.
2. The foundation shall:
 - a. provide the administrative support to complete the program including:
 - i. the definition of the provisional budget;
 - ii. collect the payment of the registration fee from participants;
 - iii. producing the documentation needed to attain the financial support from sponsors and collect related incomes.

Article 6. AMENDMENTS, TERMINATION AND WITHDRAWAL

Any change to this Agreement shall be the subject of a written supplementary agreement concluded between the Parties. No verbal agreement may bind the Parties to this effect. The Parties may terminate this cooperation agreement before the deadline only if there are proven reasons to be motivated and communicated in writing by the party seeking to invoke them.

Article 7. CANCELLATION

The parties may withdraw from this agreement for legitimate cause.

Article 8. DISPUTES AND APPLICABLE LAW

If there is any dispute between the University and the Foundation arising under this Agreement, prior to initiating any litigation concerning this Agreement, the parties shall first try in good faith to resolve the dispute by an appropriate mutually agreeable alternative dispute resolution mechanism. This Agreement shall be governed by the Italian Law sources and by the applicable national Law.

Article 9. USE OF NAME

Neither party shall employ or use the name of the other party in any promotional materials or advertising without the prior express written permission of the other party.

Article 10. FINAL PROVISION

This agreement is not deemed to create a Partnership or agency between the Parties. None of the Parties shall assign or otherwise transfer any of his rights and obligations of the Project without the prior written consent of the Beneficiary and the other Parties.

Article 11. PRIVACY

By signing this agreement, each party expressly permits the other party the inclusion of its data in its databases. Each party expressly permits the other party to communicate its data to third parties if such disclosure is necessary in the light of the obligations, rights and legal obligations related to the implementation of this Agreement, which makes it easier to handle reports from the same arising. The parties take note of their rights recognized by the Legislative Decree no. 30 June 2003 196 - Code for the protection of personal data, and in particular the right to request the updating, correction or cancellation of the same.



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UNIVERSITÀ
DEGLI STUDI
DI URBINO
CARLO BO

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Read, approved and signed

Urbino,

For the University of Urbino
The Rector Prof. Vilberto Stocchi

For the Grzybowski Foundation:
The Legal Representative Prof. Michael Kaminski
