



Delibera n. **84/2016** del Senato Accademico del **19/04/2016**

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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 la LPP Foundation of the Utrecht University			
N. o.d.g.: 09/01	Rep. n. 84/2016	Prot. n. 11366	UOR: SERVIZIO RICERCA E RELAZIONI INTERNAZIONALI

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

Nominativo	F	C	A	As
Alberto FABBRÌ	X			
Mauro FORMICA	X			
Jan Marten Ivo KLAVER	X			
Rosella PERSI	X			
Elena VIGANO'	X			
Roberta PIERGIOVANNI	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.
Partecipa la Prof.ssa Serena Rossi, Decano del Dipartimento di Studi Umanistici, in qualità di uditor.

IL SENATO ACCADEMICO

- VISTA la Legge 9 maggio 1989 n. 168;
VISTO lo Statuto dell'Università degli Studi di Urbino Carlo Bo, emanato con D.R. n. 138/2012 del 2 aprile 2012 e pubblicato sulla Gazzetta Ufficiale della Repubblica Italiana, Serie Generale, n. 89 del 16 aprile 2012;
VISTO il Regolamento di Ateneo di Amministrazione, Finanza e Contabilità dell'Università degli Studi di Urbino Carlo Bo emanato con D.R. n. 276 del 26 giugno 2013;
VISTA la proposta di stipula di un accordo di cooperazione internazionale pervenuta al Dipartimento di Scienze Pure e Applicate (DiSPeA) dalla LPP Foundation of the Utrecht University per il tramite del responsabile scientifico, Prof. Simone Galeotti;
CONSIDERATO che l'Università di Urbino e la LPP Foundation of the Utrecht University intendono realizzare un più stretto rapporto di collaborazione;
CONSIDERATO che suddetto accordo renderà possibile la realizzazione congiunta di una cooperazione scientifica e didattica nel settore della paleoclimatologia nonché la collaborazione nell'organizzazione della Summer School in Paleoclimatology, edizione 2016;
CONSIDERATO che il suddetto accordo rappresenta la prosecuzione di precedenti atti sottoscritti dai due Enti per le medesime finalità;
CONSIDERATO che il presente accordo ha una validità di due anni a decorrere dalla data di sottoscrizione di entrambe le parti;
VISTA la delibera n. 88/2016/DiSPeA del Consiglio del Dipartimento di Scienze Pure e Applicate (DiSPeA) del 23 marzo 2016;
SENTITO il Direttore Generale;

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di approvare la stipula dell'accordo di cooperazione tra l'Università degli Studi di Urbino Carlo Bo - Dipartimento di Scienze Pure e Applicate (DiSPeA) e la LPP Foundation of the Utrecht University, nel testo qui di seguito riportato in versione inglese:



COOPERATION AGREEMENT

This Cooperation Agreement (the 'Agreement') is made and entered into effective this day --- date--- (the effective date) by and between the University of Urbino (the University) a state institution of higher learning, organized and existing under the Italian laws and the LPP Foundation of the Utrecht University, a non-profit corporation duly chartered pursuant the Dutch laws (the Foundation), hereafter referred to as the Parties.

WHEREAS:

- The Parties share the overall mission of conducting research and educational activities in the general field of the geological sciences, including, in particular, biostratigraphy, paleoceanography and paleoclimatology.
- The Parties have a long-time informal collaboration in the above-mentioned fields of the geological sciences 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 1. OBJECTIVES

The objectives of the Agreement are to:

Promote common programs that involve the geological sciences needed to implement the already existing research collaboration and educational activities in the field of paleoclimatology between them.

- Place special emphasis on the working collaboration that promotes international collaborations for the two Parties

Article 2. DURATION

The period of performance of this Agreement shall begin from the date of its signature by the Parties and is approved for the subsequent two years, subject to annual review, level of support from other sources, and availability of funds for the development of common activities.

Article 3. 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 in the frame of *ad hoc* agreements designed for each program of common interest by and between the parties.

Article 4. SPECIFIC OBLIGATIONS

The Parties agree to promote as program of common interest the 13th edition of the Urbino Summer School in Paleoclimatology to be held at the University of Urbino between July 13-29, 2016, hereafter USSP2016.

1. The University shall:
 - a. Provide the necessary logistic support for the development of the USSP2016 program and funds;



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- b. The University shall coordinate the organization of all the scientific aspects of USSP2016, including the design of the educational program and the identification of the instructors in collaboration with the Foundation;
 - c. Appoint Prof. Simone Galeotti as Responsible for the Scientific and Educational programs that shall develop in collaboration with the Foundation under this Agreement;
 - d. Make approved funding available to support the USSP2016 as determined in the provisional budget.
2. The foundation shall:
- a. Provide the administrative support to complete the program including:
 - i. The definition of the provisional budget, in collaboration with the University;
 - ii. Attaining the payment of the registration fee from participants;
 - iii. Producing the documentation needed to attain the financial support from sponsors;
 - b. Utilize the incoming USSP2016 budget exclusively to cover the costs related to the organization of USSP2016 program, unless otherwise agreed between the Parties with subsequent modifications to this Agreement.

Article 5. 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.

This Agreement may be terminated by either party at any time upon 90 days advance written notice to the other party.

Article 6. SEVERABILITY

Should any provision of this Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties shall agree to negotiate in good faith, a valid and practicable provision that most nearly fulfils the purpose of the invalid or impracticable provision.

Article 7. SETTLEMENT OF 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 8. 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 9. 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.



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UNIVERSITÀ
DEGLI STUDI
DI URBINO
CARLO BO

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For the University of Urbino
The Rector

Prof. Vilberto Stocchi

For the LPP Foundation
The Director

Dr. Peter K. Bijl
