



Delibera n. **153/2017** del Consiglio di Amministrazione del **23/06/2017**

| OGGETTO: Accordo di collaborazione con LLP Foundation | | |
|--------------------------------------------------------------|------------------|----------------------|
| N. O.d.g.: 6.1 | Rep. n. 153/2017 | UOR: Ufficio Ricerca |

| Nominativo | F | C | A | As |
|---------------------------|---|---|---|----|
| Vilberto Stocchi | X | | | |
| Giovanni Battista Berloni | | | | X |
| Francesca Capodagli | | | | X |
| Mauro Papalini | X | | | |
| Angela Giallongo | X | | | |
| Stefano Papa | X | | | |
| Luciano Stefanini | X | | | |
| Luciana Vallorani | X | | | |
| Michele Buffalini | X | | | |
| Gianmario Xhemal Doka | X | | | |
| Enzo Laveglia | X | | | |

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

Partecipa il Direttore Generale Dott. Alessandro Perfetto. E' assente il Pro-Rettore Vicario Prof. Giorgio Calcagnini

| 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 DI AMMINISTRAZIONE

- 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 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;
VISTA la delibera n. 106/2016 del CdA del 29 aprile 2016;
VISTA la delibera n. 110/2017 del Consiglio del Dipartimento di Scienze Pure e Applicate (DiSPeA) del 7 giugno 2017;
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 at the day of the signature by and between the University of Urbino 'Carlo Bo' – Via Saffi 2, 61029 Urbino, Italy (the University) a state institution of higher learning, organized and existing under the Italian laws and the LPP Foundation of the Utrecht University - Budapestlaan 4 3584 CD Utrecht the Netherlands, 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 Article 3 (General Obligations) of the cooperation agreement signed by and between the two parties on May 26, 2016
- of the premises and the mutual covenants hereinafter contained, the parties agree as follows

Article 1. SPECIFIC OBLIGATIONS

The Parties agree to promote as program of common interest the 14th edition of the Urbino Summer School in Paleoclimatology to be held at the University of Urbino between July 18-28, 2017, hereafter USSP2017.

1. The University shall:
 - a. Provide the necessary logistic support for the development of the USSP2017



- program and funds;
- b. The University shall coordinate the organization of all the scientific aspects of USSP2017, including the design of the educational program and the identification of the instructors in collaboration with the Foundation;
- c. Appoint Dr. 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 USSP2017;
- 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 USSP2017 budget exclusively to cover the costs related to the organization of USSP2017 program, unless otherwise agreed between the Parties with subsequent modifications to this Agreement.

Article 2. 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 3. 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 4. 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 5. 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 6. 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.

For the University of Urbino

The Rector

Prof. Vilberto Stocchi

For the LPP Foundation

The Director

Dr. Peter K. Bijl