**FRAMEWORK AGREEMENT – DRAFT**

**FRAMEWORK COOPERATIVE AGREEMENT**

**BETWEEN**

**UNIVERSITÀ DEGLI STUDI DI PERUGIA (ITALY)**

**PIAZZA DELL’UNIVERSITÀ, 1 - 06123**

**PERUGIA**

**AND**

**[FULL OFFICIAL NAME OF THE PARTNER UNIVESITY/INSTITUTION] [COUNTRY]**

**[ADDRESS]**

**THE UNIVERSITÀ DEGLI STUDI DI PERUGIA**, legally represented by the Rector, Professor Maurizio Oliviero, acting on behalf of the Academic Senate (VAT No: 00448820548)

and

**THE UNIVERSITY OF** \_\_\_\_\_\_\_\_\_ legally represented by \_\_\_\_\_\_\_\_\_\_, on behalf of the \_\_\_\_\_ (VAT No:\_\_\_\_\_\_\_\_)

hereinafter referred to as "Party" and / or "Parties"

This agreement has been drawn up with \_\_ original copies in English language, all of which have full legal validity.

**PREAMBLE**

It is in the mutual interest of the Institutions involved to strengthen and deepen links and promote academic cooperation in the fields of scientific research and didactical development.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**Article 1: SUBJECT**

The purpose of this Agreement is to develop a joint strategy for scientific and didactical cooperation, and to encourage exchanges between teaching staff, researchers, administrative staff and/or students/Phd students/fellowships. Such collaborative activity shall be implemented in all fields and areas of mutual interest.

**Article 2: TYPE OF COLLABORATION**

The involved Parties shall promote the mutual exchange of information, academic publications and other research materials and documents.

Cooperation is to be sought through:

1. Exchange visits for researchers and for teaching staff involved in research;
2. Exchange of research doctors, students undertaking doctorate programmes, allotted research grantees, and young researchers for integrated scientific activities;
3. Student exchange;
4. Exchange of scientific and didactic publications and documents;
5. Joint organisation of meetings and seminars;
6. Other types of cooperation shall include: joint research projects, formulation of innovative didactic output, support for the implementation of a research structure, teaching and all other activities linked to researcher, student and teaching staff mobility.

**Article 3: SUPPLEMENTARY AGREEMENTS**

In order to complete the objectives set out in this Agreement, the involved Parties shall detail specific Supplementary Agreements in accordance with the current legislation of the countries involved. The aforementioned Supplementary Agreements shall regulate all aspects relating to individual initiatives.

The relevant bodies shall approve and sign each Supplementary Agreement.

The Parties’ assent to this Agreement does not imply any obligations with reference to the stipulation of the aforementioned Supplementary Agreements.

The Supplementary Agreements shall state:

* The objectives to achieve and specific duties to carry out;
* Materials and structures necessary for carrying out the initiatives;
* The didactic coordinator/scientific director;
* Any eventual economic obligations and a financial plan where necessary;
* The terms of exchanges for people involved in the initiatives;
* Any previsions made for covering transportation, board and lodging costs;
* Insurance cover;
* The regulation and entitlement of any results derived from initiatives fulfilled (where necessary);
* The duration;
* Any other element useful or necessary to regulate the initiatives to be carried out.

Please note that this is not an exhaustive list.

**Article 4: SCIENTIFIC COORDINATOR**

Within the confines of this Agreement, each Party shall indicate a Scientific Coordinator who shall have the task of coordinating all duties carried out and identifying single initiatives to accomplish. Such initiatives, resulting from a continuous dialogue between the Scientific Coordinators, will constitute the topic of Supplementary Agreements (as provided for in Art. 3).

For the Università degli Studi di Perugia: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name, surname and Scientific Coordinator ID);

For the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name, surname and Scientific Coordinator ID).

**Article 5: NON-DISCRIMINATION**

It is understood that both the Università degli Studi di Perugia and the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , in accordance with the fundamental principles of their legal system, subscribe to the principle of equal opportunities and commit not to discriminate in any form.

**Article 6: ACTIVITIES AND RESOURCES**

In order to facilitate the effective completion of the objectives stipulated in this Agreement, the involved Universities shall endeavour to seek financial support from national or international Institutions or from other entities, both public and private, in accordance with Supplementary Agreements.

**Article 7: DURATION**

This Agreement shall last for \_\_ years [for a maximum of 5 years] from the date on which the contract is signed by the Legal Representatives of the involved Parties.

This period will take effect from the date of the last signature.

This Agreement may be extended or renewed, upon agreement by both Parties and with written approval by all Parties through their respective authorities.

**Article 8: INTELLECTUAL PROPERTY**

Each Party is and remains the sole owner of the knowledge and information held on the date of signing the present Agreement, or acquired during its term outside and independent of the Agreement, even if related to the same scientific field, as well as the related industrial and intellectual property rights.

Each Party shall retain ownership of the knowledge and results independently developed during the term of this Agreement and/or Supplementary Agreements.

Ownership of the knowledge and the results developed in the execution of this Agreement or Supplementary Agreements covering the specific details of the collaboration, even if obtained in the maximum time period of 12 (twelve) months from the conclusion of this Agreement, and of the related intellectual property rights, except for the rights to be recognized to the inventors on the basis of current legislation, shall be jointly owned by the Parties, in accordance with successive and separate agreements.

**Article 9: TERMINATION**

Should either party wish to terminate the Agreement at any time, this must be communicated in writing and with at least 4 months’ notice.

In this case, any initiative already in progress at the moment of termination of the Agreement shall be continued under the conditions of the respective protocol.

**Article 10: DATA PROTECTION**

The Parties are obliged to respect the protection of personal data that can be collected and processed to make this Agreement effective, in accordance with the General Data Protection Regulation - (EU) 2016/679, of April 27, 2016, and with any other applicable regulation and, in case, to respect the guarantees provided in the relevant information published on the website <https://www.unipg.it/protezione-dati-personali/informative>.

Each Party will be responsible for the corresponding processing of personal data and for full compliance with data protection regulations. In case of violation of the obligations assumed, the Party that has violated them will be responsible for any infringements suffered by the other Party.

Likewise, the Parties are required to implement the necessary technical and organizational measures, which ensure the security and integrity of personal data and prevent their alteration, loss, processing and unauthorized access.

The Parties undertake to maintain confidentiality in the processing of the information provided by the Parties and the information provided in execution of this Agreement, without prejudice to the obligations established by the legislation on transparency, access to public information; this obligation will be valid indefinitely, even if the Agreement has expired.

**Article 11: FINAL CLAUSE**

In case of situations which this Agreement does not provide for, the Parties shall make reference to Supplementary Agreements.

**Article 12: JURISDICTION**

This Agreement and the Supplementary Agreements are governed by current Italian and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*indicate the law of the Country of the partner University*] substantive law.

The disputes will be governed by the laws of the country in which the defendant is located.

In witness whereof the undersigned, duly authorised by their respective

Institutions, have signed this Agreement:

On behalf of:

Università degli Studi di Perugia,

The Rector

Prof. Maurizio Oliviero

*Perugia, date*

On behalf of:

Name of the Institution

Position held (by the Institution’s Legal Representative)

Title, name and surname

*City, date*