**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. \_\_\_\_\_\_\_\_\_

*Perugia, date*

On behalf of:

Name of the Institution

Position held (by the Institution’s Legal Representative)

Title, name and surname

*City, date*

**SUPPLEMENTARY AGREEMENT - DRAFT**

**SUPPLEMENTARY AGREEMENT**

**BETWEEN**

**UNIVERSITÀ DEGLI STUDI DI PERUGIA**

**AND**

**[FULL OFFICIAL NAME OF THE PARTNER UNIVERSITY/INSTITUTION]**

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

**Università degli Studi di Perugia** (state the department/s involved), Piazza Università 1, 06123, Perugia (Italy) legally represented by the Rector Prof. Maurizio Oliviero

And

(**Partner institution/organisation**), (address, region and country) legally represented by (role and full name of the institution/organisation’s legal representative)

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

**PREAMBLE [IF RELEVANT]**

On the following date \_\_ a Framework Agreement was signed between the Università degli Studi di Perugia and the University of \_\_\_\_\_\_\_\_\_.

In accordance with Art. \_\_ of the Framework Agreement stated above, the involved Parties shall set in motion the initiatives specified in the aforementioned agreement by stipulating detailed Supplementary Agreements.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **PURPOSE**

The Agreement, drawn up by involved Parties and conforming to both current regulations and internal directives, has the aim of (please state the purpose of the Agreement).

1. **DUTIES**

The Agreement provides for the following activities:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (list the activities)

Which shall be carried out \_\_\_\_\_\_\_\_\_\_\_\_ (state period)

In/at \_\_\_\_\_\_\_\_\_\_\_\_\_ (state location)

1. **INDIVIDUALS INVOLVED**

The following individuals shall be involved in the completion of the above activities:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (list the categories of people involved)

In the following ways:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (list the ways in which the activities are to be executed)

1. **COORDINATION**

The individuals responsible for coordinating the activities are:

For the Università degli Studi di Perugia: \_\_\_\_\_\_\_\_\_\_\_ (Name and surname of the coordinator)

For the University of \_\_\_\_\_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and surname of the coordinator)

 **5. BUDGET** (if financing is provided for by the University)

Forecasted costs:

\_\_\_\_\_\_\_\_\_\_\_ (Analytical cost sheet with statement of expenses)

Expenses concerning: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state all categories of expenses)

Shall be borne by: \_\_\_\_\_\_\_ (state the respective financial bearer)

**6. OWNERSHIP OF RESULTS**

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 will have full and exclusive ownership of the knowledge and results developed independently under this Agreement.

Ownership of the knowledge and results developed jointly by the Parties in the execution of this Agreement, even if obtained in the maximum time period of 12 months from the conclusion of this Agreement and of the related industrial 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~~.~~

Any application for filing of industrial property rights to protect the knowledge and protectable results will be filed jointly by the Parties and the related costs will be divided in proportion to the ownership share, unless otherwise agreed in writing between them.

The Parties undertake to enter into written agreements between themselves in which the following are regulated:

- The methods of protection and management of the procedures for the protection of knowledge and results;

- The allocation of the relative costs;

- The policy of management for patent and commercial strategies;

- The policy for the distribution of royalties deriving from the commercial exploitation of knowledge and results and / or related rights.

 **7. INSURANCE**

The Sending Institution must guarantee, before participants depart, that the insurance cover requested by the Host Institution has been acquired.

The receiving Institution has the right to refuse entry to participants without the requested insurance cover.

 **8. DURATION**

The Supplementary Agreement shall come into force on the date of its signature by all involved Parties and shall last \_\_ years (maximum of 5 years and in any case no longer than the duration of the Framework Agreement to which the Supplementary Agreement is linked) with the possibility of renewal. This is subject to both verifications of activities carried out during the duration of the Agreement and prior written agreement signed by all involved Parties.

The duration starts from the date of the last signing of this Supplementary Agreement.

**9. MODIFICATIONS**

Involved Parties can make modifications to the Supplementary Agreement, by means of joint written consensus.

**10. TERMINATION**

All parties have the right to terminate this Supplementary Agreement at any moment. The Supplementary Agreement shall be terminated in absolute terms, 180 days after the other party has been notified.

**11. PROCESSING OF PERSONAL DATA**

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.

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.

**BOTH PARTIES AGREE TO THE TERMS OF THIS AGREEMENT:**

On behalf of:

Università degli Studi di Perugia,

The Rector

Prof. \_\_\_\_\_\_\_\_\_

*Perugia, date*

On behalf of:

Name of the Institution

Position held (by the Institution’s Legal Representative)

Title, name and surname

*City, date*

**STUDENT EXCHANGE AGREEMENT - DRAFT**

**STUDENT EXCHANGE AGREEMENT**

**BETWEEN**

**UNIVERSITÀ DEGLI STUDI DI PERUGIA**

**AND**

**[FULL OFFICIAL NAME OF THE PARTNER UNIVERSITY/INSTITUTION]**

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

**Università degli Studi di Perugia** (state the department/s involved), Piazza Università 1, 06123, Perugia (Italy) legally represented by the Rector Prof. Maurizio Oliviero

And

(**Partner institution/organisation**), (address, region and country) legally represented by (role and full name of the institution/organisation’s legal representative)

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

1. **PURPOSE**

The purpose of this Agreement is to develop educational exchanges and teaching collaboration.

1. **DUTIES**

This Agreement provides for the activity of student exchanges (for periods of face-to-face, virtual or blended mobility). Involved Parties shall agree on the duration of the exchange according to the study programmes of the students. This period must not, however, be less than three months or more than one year.

**(Please note that only in exceptional circumstances the exchange period can last for less than three months, and that this is at the home institution’s discretion)**

1. **INDIVIDUALS INVOLVED**

There shall be a maximum of \_\_ students/PHD students involved from each institution per year.

1. **EXPENDITURE**

Students shall be responsible for any travel, accommodation and living expenses incurred in relation to the exchange programme, other than contributions given by the home institution, MUR or ADISU.

The Host University shall pledge to facilitate the welcoming procedure of the students and to assist students in obtaining any special conditions or study grants available to the university’s own students.

The Sending Institution must guarantee, before participants depart, that the insurance cover requested by the host institution has been acquired.

Students participating in exchanges shall only pay university fees to their home University.

1. **TUTORAGE**

Each partner institution shall designate an exchange coordinator.

This Coordinator shall follow the students participating in the exchange from his/her Home Institution from a didactical point of view, until the moment in which they depart for the Host Institution; the Coordinator will stay in contact with the students for the entire duration of the exchange; upon the students’ return, the Coordinator will verify that the process of acknowledgement of activities carried out during the exchange is successful.

In addition, the Coordinator shall have the task of following, from a didactical point of view, the students participating in the exchange, coming from the partner Institution, from the moment of their arrival at the Host Institution; the Coordinator will periodically verify the progress of the students’ study programme during their stay at the Host Institution and will verify that the competent offices at his/her own Institution provide for the adequate completion of the documents necessary for the recognition at the Home Institution of the activities completed by the students during the exchange.

1. **SELECTION OF PARTICIPANTS**

Students who intend to participate in an exchange shall be selected by the sending University, through a public selection, on the basis of: academic merit; knowledge of the language of the country selected (or English); and suitability of the study programme at the Host University. The study programmes of students taking part in the exchange shall be agreed before their departure and shall be subject to approval by the relevant bodies. The students’ name and data shall be sent in advance to the Host University for approval. The Host University reserves the right to refuse candidates, and, should this be the case, other candidates may be proposed.

Participating students shall be registered at the Host University but may not gain any academic titles from this University; all credits gained must be transferred to the sending University.

1. **STUDY PROGRAMMES AND RECOGNITION**

Study programmes of students taking part in the exchange shall be agreed before their departure and shall be subject to approval by the relevant bodies.

Partner Institutions shall guarantee full recognition of all activities completed during the exchange period. Equivalence procedures shall be defined by the partner institutions and shall be subject to approval by the relevant bodies. The sending University shall then be sent the certificates concerned.

1. **OWNERSHIP OF RESULTS**

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 will have full and exclusive ownership of the knowledge and results developed independently under this Agreement.

Ownership of the knowledge and results developed jointly by the Parties in the execution of this Agreement, even if obtained in the maximum time period of 12 months from the conclusion of this Agreement, and of the related industrial 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.

Any application for filing of industrial property rights to protect the knowledge and protectable results will be filed jointly by the Parties and the related costs will be divided in proportion to the ownership share, unless otherwise agreed in writing between them.

The Parties undertake to enter into written agreements between themselves in which the following are regulated:

- The methods of protection and management of the procedures for the protection of knowledge and results;

- The allocation of the relative costs;

- The policy of management for patent and commercial strategies;

- The policy for the distribution of royalties deriving from the commercial exploitation of knowledge and results and / or related rights.

1. **DURATION**

This Agreement shall last for \_\_ years (maximum of 5 years and in any case no longer than the duration of the Framework Agreement to which the Student Exchange Agreement is linked) 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.

1. **MODIFICATIONS**

 Involved Parties can make modifications to the Agreement, by means of joint written consensus.

1. **TERMINATION**

All parties have the right to terminate this Agreement at any moment. The Agreement shall be terminated in absolute terms, 180 days after the other party has been notified.

In this case, individuals involved in activities already underway shall retain the rights stated in the Framework Agreement.

1. **PROCESSING OF PERSONAL DATA**

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.

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.

BOTH PARTIES AGREE TO THE TERMS OF THIS AGREEMENT:

On behalf of:

Università degli Studi di Perugia,

The Rector

Prof. \_\_\_\_\_\_\_\_\_

*Perugia, date*

On behalf of:

Name of the Institution

Position held (by the Institution’s Legal Representative)

Title, name and surname

*City, date*