ACADEMIC COOPERATION AGREEMENT

**between**

THE UNIVERSITY OF BARI ALDO MORO(Piazza Umberto I, 1, 70121, Bari- Italia), represented by the Rector in charge, prof. Stefano BRONZINI

**and**

THE UNIVERSITY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), represented by the Rector in charge, prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

singly referred to in this Agreement as “The Party” or jointly as “The Parties”;

**PREAMBLE**

* The Parties pursue the same goals in the areas of learning, research and the dissemination of culture;
* The Parties are committed to the direct application and recognition of the importance and the use of knowledge as a contributor to social, cultural and economic development;
* The Parties have a reciprocal interest in constructing and developing relations of international cooperation.

**The Parties agree as follows:**

### ARTICLE 1: OBJECTIVE

The Parties shall seek to establish forms of collaboration in teaching, science studies, management and culture that contribute to the development and consolidation of the ties of friendship between the two academic institutions and the two countries on the basis of the principles of equality and reciprocal benefit.

Collaboration between the Parties may be developed through:

− mobility of undergraduate and post-graduate students, lecturers and professors, researchers, and technical and administrative personnel;

− implementation of undergraduate, post-graduate and PhD courses issuing joint or double degrees.

− collaboration in activities of particular scientific interest also through the sharing of experience in the use of complex technical/scientific apparata;

− exchange of information, documents and scientific publications;

− cultural initiatives of common interest such as seminars, lessons and study meetings;

− development of initiatives aimed at improving governance and university management;

− development of joint projects to be presented for funding by the European Commission or other supranational organisations;

− actions targeted at communicating and disseminating knowledge acquired within the framework of this agreement through direct relations with the Parties' operating environment and its actors.

## ARTICLE 2: - PROGRAMMES OF COOPERATION

Programmes, periods and modes of cooperation will be established in specific executive protocols or agreements, signed by the Rectors of both Universities. Their enforcement will range between one and three years and they will become effective the day after signing the agreement.

Executive protocols and agreements will be drawn up jointly by a Commission whose members are the Rector, or his delegate as coordinator, and two professors from each University. The Commission will be in charge of appointing experts.

 The Parties hereby appoint as contact persons: prof. / dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the University of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and prof. / dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the University of Bari Aldo Moro.

Executive protocols and agreements, signed by the Rectors of both Universities, will be enclosed in this Cooperation Agreement. They will describe precisely the cooperation forms to develop in compliance with art.1 of this Cooperation Agreement and will indicate the budget estimate.

Each University commits itself to inform its own University Community about the contents of this agreement and of its executive protocols and agreements.

## ARTICLE 3: DURATION, TERMINATION, RENEWAL

This Agreement shall come into effect upon the signature of both Parties; the date of the last signature thereof taking precedence. This Agreement shall remain in effect for five years. Each Party may terminate the Agreement by serving (6) six months’ written notice and supplying adequate motivation for termination. Any activity in progress at the moment of termination or expiry of this Agreement shall be completed in accordance with the conditions established in the activity's specific implementation agreement.

On termination of this Agreement, the contact persons indicated in article 2 shall jointly prepare a report on the activities carried out and the results achieved. The contact persons shall also jointly prepare an intermediate report providing the same details after three years from the effective date of this Agreement.

In the event of renewal of this Agreement, the Parties may confirm, elaborate or modify the objectives of this Agreement and the methods of implementation, subject to the approval of the respective competent bodies.

### ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

Ownership of the technical and scientific results produced by this Agreement, unless established differently by a specific implementation agreement, shall be assigned to both Parties. In accordance with their respective legislations the Parties shall take all reasonable steps to protect and promote the value of such results. In the event of results produced through separate research initiatives, the intellectual property rights of these results shall belong to the Party where the results are obtained, unless otherwise previously agreed.

### ARTICLE 5: CONFIDENTIALITY OF INFORMATION

The Parties shall take all reasonable steps not to divulge to third parties any confidential data or information acquired in relation to or in the carrying out of the activities foreseen by this Agreement.

**ARTICLE 6:** **Costs, assistance and support**

With the aim of carrying out the activities foreseen by this Agreement, the Parties shall raise the necessary economic resources within the limits of and in accordance with the legislation in force in their countries. The cost of this project shall be met by the technical/scientific body or bodies directly involved in the project, after checking appropriate financial feasibility, unless funds are provided by outside bodies, such as Government Ministries, Supranational entities, public and private entities, the European Commission, etc.

Each Party shall provide, in accordance with their respective laws and regulations, all necessary assistance and support to visiting students, teaching staff, researchers and technical and administrative personnel.

Travel expenses will be charged to those who carry out the mobility, if not otherwise provided.

The sending University can contribute to the costs by providing a financial aid to support mobility where the necessary resources are available.

In the case of available funds, the host University can contribute to the expenses with financial aid.

At the end of the mobility, the host University undertakes to issue a certificate indicating the effective mobility period and the activities carried out.

### ARTICLE 7: INSURANCES

In accordance with the applicable provisions in force in their respective countries, both Parties shall verify the insurance cover, including healthcare of participating students and staff.

The mobility students and staff must personally provide health coverage: if in possession of the European Health Insurance Card (TEAM), they automatically have the right to the services of the National Health Service in all countries belonging to the E.U. (for further information please visit the following sites):

<http://ec.europa.eu/social/main.jsp?catId=559&langId=it>

[www.sistemats.it](http://www.sistemats.it)

However, the coverage of the European Health Insurance Card (TEAM) or a private insurance may not be sufficient, especially in cases of repatriation and specific medical intervention. In such cases, an additional private insurance might be useful.

* The insurance coverage (civil liability and accident risks) is at the charge of the University of Bari Aldo Moro, as well as the legal insurances (T.U. INAIL), which covers the following:

- Students: besides the insurance laws (INAIL TU), they are covered by the insurance stipulated with Chubb European Group SE Insurance Company until 30.06.2021 and by the insurance stipulated with Harmonie Mutuelle Insurance Company, Italian headquarters, until 30.06.2021 respectively for civil liability and accident risks, valid throughout the world.
- Except for Medical School students, all PhD students, postgraduates, Advanced course trainees, Research grant holders/ Temporary Research Fellow, Evaluator Tutors, Contract teachers/ Guest Lecturer, Administrative personnel besides the insurance laws (INAIL TU), are covered by the insurance stipulated with Chubb European Group SE Insurance Company, until 30.06.2021 and by the insurance stipulated with Harmonie Mutuelle Insurance Company, Italian headquarters, until 30.06.2021 respectively for civil liability and accident risks, valid throughout the world. (Data to be updated after the renewal of the insurances).

* The insurance coverage (civil liability and accident risks) is at the charge of the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(field to be filled in by the Partner University)*

**ARTICLE 8: PROTECTION OF PERSONAL DATA**

 The Parties mutually claim to be informed and, expressly consent that the "personal data" provided, even verbally for the pre-promotional activity or otherwise collected as a result and during the execution of this agreement, are used exclusively for the purposes of the Agreement, through consultation, processing, interconnection, comparison with other data and/or any further manual and/or automated processing and also, for statistical purposes, with exclusive processing of data in anonymous form, communication to public entities, when they request it for the pursuit of their institutional purposes, as well as to private parties, when the purpose of the request is compatible with the institutional aims of the parties as identified above and in compliance with the provisions of EU Regulation 2016/679 and of the current national legislation concerning the protection of natural persons regarding the processing of personal data.

 The holders with regard to this article are the parties as identified above, named and domiciled.

 The Parties, pursuant to art. 26 of the 2016/679 EU Regulation, jointly define, with a specific internal agreement, the obligations and activities carried out as data controllers and undertake to prepare and keep up to date all the formalities required for the Protection of Personal Data from current legislation.

**ARTICLE 9: CHANGES AND AMENDMENTS**

This agreement may be modified through amendment co-signed by both Parties.

### ARTICOLO 10: FINAL RULES

The present Cooperation Agreement is formally drawn up in Italian and in \_\_\_\_\_\_\_\_\_\_\_, one copy in each language, both texts are original.

Bari,

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| **The Rector** **University of Bari Aldo Moro** | **The Rector****University of\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Prof. Stefano BRONZINI** | **Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |