

COOPERATION AGREEMENT

BETWEEN

**THE UNIVERSITY OF THE BASQUE COUNTRY/EUSKAL
HERRIKO UNIBERTSITATEA**

AND

THE UNIVERSITY OF MESSINA

BY AND BETWEEN

Ms. Nekana Balluerca, Rector Magnificus of the University of the Basque Country/Euskal Herriko Unibertsitatea (Spain), whose registered office is at Barrio de Sarriena s/n, 48940, Leioa, Bizkaia, and in name and on behalf thereof pursuant to section 20 of Organic Law 6/2001 dated 21st December governing Universities;

And Mr. Salvatore Cuzzocrea, Rector of the University of Messina, whose registered office is at Piazza Pugliatti n. 1, 98100 Messina, and in name and on behalf thereof pursuant to Italian law 30 December 2010, n.240, art. 2, hereby

DECLARE

That according to the nature and objectives thereof, the institutions entering into this agreement have been called to play a fundamental role in scientific development and applications for the good of society.

That the exchange of scientific experiences and knowledge between staff from both institutions is of the utmost interest for their progress and the service they provide to society.

That the University of the Basque Country/Euskal Herriko Unibertsitatea (Spain) and the University of Messina (Italy) share fields of common scientific and cultural interest.



That both institutions are interested in establishing closer cultural, scientific and academic ties between both peoples.

That the cooperation between the Parties has been set up in 2018 with the starting of joint research activities.

For all the aforementioned reasons, they have hereby decided to enter into a Collaborative Agreement between both institutions in accordance with the following clauses:

I. OBJECTIVES

This agreement has been established with a view to developing joint syllabuses, exchanges and cooperation in the field of teaching, student training and research in accordance with the terms and conditions stipulated hereinafter.

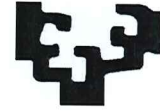
The agreement must form part of the cultural and scientific collaborative framework established between the two countries.

The Parties are engaged to promote international mobility, joint research and didactic activities in all scientific areas of mutual interest. The activities to be carried out will be focused on an interdisciplinary and integrated approach to the specific needs of Archaeological Cultural Heritage Analysis and Conservation thanks to the involvement of researchers coming from both Scientific and Humanities areas.

II. TYPES OF COOPERATION

Cooperation between both universities may include the following:

1. Exchange of information and publications, including exchange between the libraries of the respective institutions.
2. Exchange of teaching and research staff in order to complete courses offered at the respective institutions.
3. Seminars, talks, symposia.
4. Joint research studies.
5. Joint programmes and syllabuses.
6. Access to specific equipment and materials.
7. Short-stay visits.
8. Exchange of graduates in study areas in which the host institution is particularly strong.
9. Exchange of undergraduate students within the European Community Framework and other international programmes.



10. Exchange of Ph.D. students for thesis co-tutorship.
11. Organization of joint initiatives, such as Conferences, seminars, lectures, etc.
12. Other activities involving cooperation between both parties.

III. SPECIFIC PROGRAMMES/PROJECTS

Each programme/project established between departments/centres at each institution shall require a specific agreement or sub-agreement that must include the following information:

- The origin, nature and description of the programme/project.
- The names of the participants and persons in charge at each institution.
- Duration of the programme/project.
- The financial resources expected to cover expense related to the project and distribution of the money in question.
- The provisions made for academic recognition and validation in the case of joint syllabuses.
- The period of validity of the agreement.
- Termination thereof for reasons other than expiry of the period of validity.

IV. AREAS OF COOPERATION

Cooperation in education and research shall be developed within those areas common to both institutions.

These areas may include very diverse programmes and activities that shall be specifically defined in the corresponding sub-agreement.

V. FINANCIAL TERMS AND CONDITIONS

There shall be no financial commitment between the aforementioned institutions in order to pursue future programmes/projects. Except where otherwise specified, activities involving cooperation shall be subject to funds existing within the framework of international agreements. Details are provided separately for each programme/project.

VI. RECOGNITION AND VALIDATION

In the case of joint syllabuses and student mobility programmes within the framework of European or international programmes and exchanges, an academic system for mutual recognition and validation shall be established. This system must be described in each specific sub-agreement and approved by the corresponding academic authorities at both universities.



VII. FORM IN WHICH INTELLECTUAL AND INDUSTRIAL PROPERTY IS MADE AVAILABLE

All the information deriving from joint activities carried out under this agreement shall be made available to both parties, unless other regulations are established.

Any patents liable to be developed shall be in accordance with existing laws and regulations between each inventor and their institution. Agreements established regarding the use of patents shall require the consent of all holders thereof.

VIII. PARTICIPATION OF THIRD PARTIES

In cases in which collaboration subject to this agreement happens to be funded via contracts or grants existing between either the University of the Basque Country/Euskal Herriko Unibertsitatea or the University of Messina and third parties, such contracts and grants may be used solely by the institutions in question. This does not, however, exclude the possibility of future agreements with third parties that may include both universities.

IX. CONFIDENTIAL INFORMATION

Any type of information of a confidential nature deriving from this agreement or from the activities described herein must be protected in accordance with the laws of the host country.

X. COORDINATION

Each party shall appoint a committee or a person in charge to coordinate and review the activities pursued within the framework of the agreement. Coordinators shall maintain regular contact in order to support the development of cooperation.

XI. COMING INTO FORCE AND DURATION

This agreement shall come into force on the day on which the last signatory signs and shall remain in force for four years. At the end of the 4th year, the agreement may be renewed in written, unless 6 months before the expiry date one of the Parties notifies to the other Party the decision not to renew it.

Either of the parties is free to terminate this agreement, in which case the following shall apply:

The party in question shall notify the other institution in writing with at least six months' advance notice of their intentions and of the date on which they wish to terminate the agreement.

30 days shall be established to respond to the other party. Once this period has elapsed, both parties shall be deemed to be in agreement and the proposal shall be accepted.



Termination of the agreement shall not be subject to any penalty.

Should this agreement be terminated, neither of the parties shall be liable to the other for any financial loss or loss of any other type that may be incurred.

Termination of the agreement shall not affect the validity of agreements made under the latter.

The representatives of the institutions stated herein agree to sign this document in duplicate, in so doing accepting all its clauses.

University of the Basque Country/
Euskal Herriko Unibertsitatea



Rector Magnificus/
Vice-Rector of International Outreach
Date

University of Messina
Prof. Salvatore Cuzzocrea

Rector

Date

5/02/2020



O. E.
V. B.

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Vicerrector de Investigación

