



UNIVERSITÀ
DI FOGGIA



KAZIMIERZ WIELKI
UNIVERSITY
BYDGOSZCZ

FRAMEWORK AGREEMENT

The University of Foggia – Department of Agricultural Sciences, Food, Natural Resources and Engineering (fiscal code 9404526071 - VAT Registration Number 03016180717) represented by the *pro tempore* Head Prof.ssa Milena Sinigaglia, fiscal code SNGMNG62E56H926N, born in San Giovanni Rotondo on 16/05/1962 and domiciled for the purpose of her office in Foggia on via Napoli, 25, hereafter referred to as “Department “or “DAFNE“,

AND

Kazimierz Wielki University headquartered in Bydgoszcz (Chodkiewicza 30, 85-064 Bydgoszcz, Poland), (fiscal code: 5542647568, REGON: 340057695), represented by Vice-Rector for Development and Cooperation – Assoc. Prof. Marek Macko, PhD (Eng.) hereafter referred to as “UKW“,

GIVEN THAT

- University of Foggia (DAFNE) and Kazimierz Wielki University (UKW) have, among its statutory purposes, the promotion, organization, dissemination of scientific research and its results, the conduct of higher education at the various levels provided for by the university system and, also, the development of international scientific and educational cooperation;
- for the achievement of its own purposes, both the DAFNE and UKW may ask for the collaboration of public or private, Italian or foreign people, by way of conventions, contracts and agreements;
- the text of Art. n. 15 of the Law 241/90 reads as follows: “... Public Administrations may conclude agreements among themselves to regulate the joint development of activities of common interest.”

In the Light of the Above

DAFNE and UKW, hereinafter also referred to as “the Parties”,

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in full respect of the institutional specificities and purposes, to jointly promote collaboration opportunities and initiatives, attributable to the natural areas of their respective affiliation

acknowledge and agree the following

The foregoing premises form an integral part of this Framework Convention.

Article 1 – Object and Purpose

The Parties mutually undertake, according to their respective regulations and to the extent of their competence, to promote, develop and consolidate opportunities and initiatives for collaboration in the following areas:

- cooperation in research,
- exchange of research staff to develop the mutual cooperation,
- exchange of information, research materials and scientific publications in the areas of mutual interest to both institutions, also, within the program "Regional Initiative of Excellence (2018-2023)" (Grant No. 008/RID/2018/19).

Article 2 – Specific Contents Relating to the Agreement

There are no specific contents relating to this Agreement

Article 3 – Implementing Agreements

- a) The modalities for the implementation of these collaborations shall be governed from time to time by specific acts and/or implementing agreements in accordance with this Convention and current legislation. The implementation agreements will regulate the modalities of implementation of the collaboration between the parties, specifying in particular: technical, organizational, scientific, managerial and financial aspects and related to the use and ownership of the results of the collaboration itself, and specific safety aspects.
- b) In the event that the deeds and/or implementing agreements concerning the performance of the service are stipulated for consideration, they must comply with the legislation on public contracts relating to works, services and supplies - Legislative Decree n. 50/2016 and subsequent amendments. The implementing acts and/or agreements, adopted on the basis of this Framework Agreement, will be authorized and approved by the competent bodies by subject and value in accordance with the provisions of the University Regulations for administration, finance and accounting (Issued with D.R. prot. n. 15138 - I/3 - rep. D.R. n. 713 - 2015 of 19 June 2015).

Article 4 – Commitment to Reciprocity

To achieve the purposes set in this Agreement, the DAFNE and UKW undertake to allow the people involved in the collaboration activity, access to their respective facilities, the use of equipment that may be necessary for the execution of teaching and research activities, access to specific databases, archives, libraries, as well as anything else deemed useful for achieving the purposes provided for by art. 1, of the collaborative relationship.

The Parties will consult each other on the potential joint implementation of initiatives which may involve the installation in their respective locations of new or technically and scientifically important research tools, or for initiating significant technology transfers or scientific publications.

Article 5 – Coordination Committee

The establishment of a Coordination Committee is not deemed necessary within this Agreement.

Article 6 – Contact Persons

To implement the activities referred to in Art. 1, the Parties designate one or more contact persons with the task of jointly defining the common lines of action, periodically verifying their implementation.

Prof. Antonella Marta Di Palma will be the contact person for DAFNE and Associate Professor dr hab. Tomasz Marquardt for UKW.

Article 7 – Use of the Distinctive Signs of the Parties

The collaboration referred to in this Agreement does not confer the Parties any right to use the logo, name, or other distinctive sign of the other Party (including abbreviations), for advertising purposes, or for any other promotional activity. This is without prejudice to any different agreements established in the implementation agreements in relation to the type of activity to be executed and in compliance with the rules established for the use of the University logo.

Article 8 – Charges

This Convention shall not impose any burden on the Parties. Any charges will be determined in the individual implementation arrangements referred to in Article 3 which will identify the organizational structure (or structures) of each of the Parties to which these charges will be attributed, after verification of the existence and availability of the corresponding funds.

Article 9 – Duration and Possible Renewal

The duration of this Convention shall be five years from the date of signing and may be renewed on the basis of a written agreement approved by the competent bodies of the Parties.

Implementing agreements resulting from this Convention shall be of a duration compatible with the overall duration of the Framework Convention, except in the case of withdrawal referred to in the following paragraph.

In any event, the effects of the implementing agreements finalized and not yet concluded at the time of the expiry of the Framework Convention shall remain unaffected.

At the end of the Convention, the Department and the University shall draw up an evaluation report on the cooperation and results achieved and, if renewed, a report on future objectives.

The parties may withdraw from this Convention by registered communication with acknowledgement of receipt to be sent in compliance with a notice of at least three months. The termination shall enter into force on the first day of the month following the month in which the written notice has been received by the other Party. The dissolution of this Convention shall not have any automatic effect on the implementing relations in force at the time of withdrawal, which shall remain governed, as to termination, by the relevant acts.

Article 10 – Intellectual Property Rights

Both Parties fully respect the Intellectual Property Rights, according to Intellectual Property Policies approved in both Institutions. Neither Party shall have any claim by virtue of this Agreement to any right, title or interest in any Invention, Trade Secret or Patent Rights or any other intellectual property rights issued to, owned or controlled by the other Party:

- (a) prior to the date hereof,
- (b) after the date hereof except a New Invention, Trade Secrets or Patent Rights arising out of the Agreement.

Affiliations of both Parties will be enclosed to any published results obtained in course of this Agreement.

Article 11 – Privacy

The parties undertake, through appropriate procedures that will be exercised in subsequent acts, not to disclose any data, news, information of confidential nature possibly acquired following and in relation to the activities covered by the Convention.

Respect for the freedom of scientific research and the dissemination of its results guaranteed by the Constitution and by the European Union and State legislation in force remains unaffected.

Article 12 – Security

In order to implement the provisions of the Single Text on safety at work, referred to in Legislative Decree n. 81 dated 9 April 2008, integrated with Legislative Decree n. 106 dated 3 August 2009, it is established that the employer of DAFNE assumes all the costs related to the application of health and safety rules at the workplace towards university staff hosted at UKW.

In the same way - and reciprocally - the UKW assumes the same charges towards the staff of UKW housed in the DAFNE offices.

Persons belonging to the Contracting Parties shall be required to comply with the disciplinary and security regulations in force in the places where the activities covered by this Convention are executed, in mutual respect of the regulations for the safety of workers referred to in Legislative Decree n.81/08 and Subsequent Amendments and Additions.

Article 13 – Insurance Coverage

The Department acknowledges that the UNIFG staff who will carry out the activities covered by this Convention at the locations of UKW are in compliance with the insurance coverage provided by current legislation.

The University guarantees similar insurance coverage to its employees or collaborators who may be engaged in the performance of activities related to this Convention at the locations of the UNIFG.

The Parties undertake, each in its own capacity, to supplement the insurance cover referred to in the previous paragraphs with any additional cover that may be necessary in relation to the particular needs of the specific activities that will be performed from time to time, after verification of financial sustainability.

Article 14 – Administrative Liability of the Contractor and Legality Clause

The parties undertake each other to adopt, within their respective autonomy, all appropriate measures to avoid the commission of crimes/offences on the basis of the provisions of Legislative Decree n. 231/2001 and Subsequent Amendments and Additions and Law n. 190/2012 and Subsequent Amendments and Additions.

The University declares to have taken vision and to accept the organizational model adopted by the contractor in performance of the Legislative Decree n. 231/2001 and the possible Code of ethics.

The Contracting Party declares that it has read and accepted the provisions contained in the Code of Ethics and the three-year plan for the prevention of corruption (included in the 2017-2019 Integrated Plan), adopted by the University of Foggia and available on the University website, respectively, on the regulatory page/general-regulations and regulatory/administration-transparent/general-provisions.

The Department declares.

Both Parties declare that they respect and enforce the rules contained in the above mentioned documents, as applicable, to their employees or third parties that they may use in the execution of this agreement/convention.

The Parties further agree that the occurrence of one of the following situations on the part of the Contractor shall constitute grounds for the termination of the Convention on grounds of non-compliance:

- a) opening of insolvency proceedings or other proceedings deriving from insolvency;
- b) failure to comply with statutory rules on employees and failure to apply national collective labour agreements;
- c) failure on the part of the Contractor to comply with the minimum wage and other clauses of the collective agreement of the categories covered by the Agreement, as well as with the rules relating to pension charges and assistance of its employees;
- d) repeated breach of safety rules.

In the above cases, the Agreement will be resolved by law with immediate effect following the declaration of the Department/University to use the cancellation clause.

Article 15 – Processing of Personal Data

The Parts are engaged reciprocally to treat and to guard the data and the information, both on paper or at the computer, relative to the accomplishment of activities related to this Convention and the implementing agreements of Art. 3, in compliance with the measures and obligations imposed by the Legislative Decree n. 196 dated 30 June 2003, “Code on the protection of personal data” and Subsequent Amendments and Additions.

As regards the activities of this Framework Convention, the person responsible for the structure shall be the data controller.

Both Institutions mutually authorize each other to acknowledge on its institutional website the present Convention and to publish on the same site, unless otherwise communicated, news regarding the related implementation contracts.

Article 16 – Litigations

The Parties agree to settle amicably any dispute arising out of the interpretation or implementation of this Convention.

In the event that it is not possible to reach the agreement in this way, the exclusive jurisdiction for any dispute concerning the validity, interpretation, enforcement or termination of this Convention will be the Court of Foggia.

Article 17 – Registration Costs

There are no Registration Costs applicable in case of this Agreement.

Article 18 – Postponement Clauses

For all matters not expressly referred to in this Convention, the provisions of the relevant European and State rules shall remain unaffected.

Read, confirmed and signed

(Place), (date) _____

UNIVERSITY OF FOGGIA

KAZIMIERZ WIELKI UNIVERSITY

Prof. _____

*Vice-Rector for Development and Cooperation
Associate Professor Marek Macko, PhD (Eng.)*