

COOPERATION AGREEMENT

BETWEEN

the Università degli Studi di Bari Aldo Moro (Piazza Umberto I, 1, 70121, Bari - Italy), represented by the Rector in charge, prof. Stefano Bronzini, which acts as coordinating partner of the DESK project (Developing Shared Knowledge in Innovative Materials and Digital Transformation for Sustainable Economy and Green Transition; proposal code TNE23-00022) on behalf of the following Institutions:

- 1- Libera Università Mediterranea "Giuseppe Degennaro",
- 2- Politecnico di Torino,
- 3- Università degli Studi "G. d'Annunzio" Chieti-Pescara,
- 4- Gran Sasso Science Institute – Scuola di dottorato internazionale,
- 5- Università degli Studi di Napoli "Parthenope",
- 6- Università degli Studi di Palermo,
- 7- Università degli Studi di Salerno,
- 8- Università degli Studi di Siena
- 9- Università di Pisa

hereinafter referred to as “The Italian Party”

AND

The Universidad Nacional de San Martín (address: Av. 25 de Mayo y Francia, San Martín, Buenos Aires, Argentina), represented by the Rector in charge, Prof. Carlos Greco, referred to in this Agreement as “The Foreign Party”;

jointly referred to as the “Parties”.

PREMISES/ASSUMPTIONS

- On 03rd October 2023, the Ministry of Universities and Research (hereinafter ‘MUR’), Directorate General for Internationalization and Communication, adopted the Directorate General Decree 0167 concerning ‘Notice for the granting of funding for transnational educational initiatives’ (hereinafter ‘Notice’).
- On 7/4/2019, Prof. Carlos Greco of the Universidad Nacional de San Martín signed a cooperation agreement with the Università di Pisa, that is an Italian Institution Partner of the DESK project
- On 28th November 2023 the University of Bari Aldo Moro, on behalf of the above-mentioned Institutions, submitted the project proposal entitled “DESK: Developing Shared Knowledge in Innovative Materials and Digital Transformation for Sustainable Economy and Green Transition” that included all foreign associate members.
- With Directorial Decree no. 188 of 26th June 2024, MUR approved the provisional ranking of the eligible projects to be financed by the funds set forth in D.D. prot. no. 167 of 03 October 2023, asking to align the project proposal to the assigned budget;

- With Directorial Decree no. 255 of 25th July 2024, MUR approved the final ranking of the eligible projects submitted according to the budget assigned (D.D. prot. no. 167 of 03 October 2023).

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: OBJECTIVE

The Project aims at consolidating a network of Italian and Foreign Associated Universities, promoting smart, sustainable, inclusive growth, including research, development, innovation, digital transformation, and green transition, transnational cooperation and educational programs, multidisciplinary knowledge transfer and cultural exchanges within the DESK project topics and at supporting the international mobility of students, professors, and university staff in common fields of study.

Collaboration between the Parties may be developed through:

- student mobility: individual mobility of students for a study or research period from 2 to 6 months from the foreign Institution to one of the Italian Institution and/or from the Italian Institution to the foreign Institution;
- teaching staff mobility: individual mobility of university professors for a teaching period from 5 days to 3 months from the foreign Institution to one of the Italian Institution and/or from the Italian Institution to the foreign Institution;
- Double/Joint Degrees: collaborations aimed at the creation of double/joint degree programs;
- TNE Advanced Skills: participation in advanced training programs jointly designed and delivered with the project partners.

ARTICLE 2: GOVERNANCE

The Universidad Nacional de San Martín. Nominates:

Prof. Valeria Pattacini as scientific coordinator (email: vpattacini@unsam.edu.ar) and Lovisa Ericson as administrative representative (email:lericson@unsam.edu.ar)

that will define together with the Executive and the Scientific board of the DESK Project, the cooperation activities, in compliance with art.1 of this Agreement.

Details regarding cooperation activities will be jointly agreed by the Parties.

ARTICLE 3: DURATION, TERMINATION

This Agreement shall come into effect upon the signature of both Parties with the date of the last signature thereof taking precedence. This Agreement shall remain in effect for five years. The Parties may terminate the Agreement by serving (3) three 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 jointly agreed by the Parties.

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 the 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 Parties where the results are obtained, unless otherwise differently formally agreed.

Without prejudice to the provisions of the previous paragraph, the ownership of intellectual property rights and results generated from activities other than mobility but still funded by the Project (e.g., software development, publications, etc.) shall belong to the Foreign or Italian Institution(s) that generated them. Subject to any protection procedures, the same owning Institution (or owning Institutions) shall be required to grant a free and unlimited license to use the results to all other Parties to this agreement for non-commercial research and educational purposes.

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 that will be planned as established in article 2, the Parties agree that the costs of the mobility (travel, accommodation and meals) performed until 31.03.2026, will be funded by the DESK project and issued by the Italian Institution involved in the activities. If additional funds become available, supplementary/other activities might be implemented.

The Parties shall provide, in accordance with their respective laws and regulations, all needed assistance and support to visiting students, teaching staff, researchers and technical and administrative personnel for obtaining, if necessary, visa or other documents required for travelling.

At the end of the mobility, the host University undertakes to issue a certificate of attendance 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, the Parties shall guarantee insurance cover (accident and civil liability). Health insurance will be paid, if necessary or requested, by the students and/or academic or administrative staff in mobility.

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.

Pursuant to art. 26 of the 2016/679 EU Regulation, the Parties 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 an amendment signed by both Parties.

ARTICOLO 10: FINAL RULES

The present Cooperation Agreement is formally drawn up in English.

The Rector

Università degli Studi di Bari Aldo Moro

Prof. Stefano BRONZINI
(on behalf of the Italian Partnership)

The Rector

Universidad Nacional de San Martín

Prof. Carlos GRECO

Signed in _____

Date _____



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