

Arianna Punzi

FACOLTÀ
DI LETTERE E FILOSOFIA

CN = Arianna Punzi
C = IT



SAPIENZA
UNIVERSITÀ DI ROMA



Agreement

between

The Faculty of Letters and Philosophy (hereinafter referred to as the Faculty) of Sapienza, University of Rome, with registered office in Rome, P. le Aldo Moro 5, C.F. 80209930587, in the person of the Dean of the Faculty, Prof. Arianna Punzi, domiciled for the purposes of this agreement at the offices of Sapienza University

and

the Fédération Internationale des Instituts d'Études Médiévales (hereinafter referred to as FIDEM) with registered office at the Philosophisches Seminar of the University of Basel (Switzerland), Steinengraben 5, Vat number CH-BS 7-504195-05, in the person of its President Prof. Maarten J.F.M. Hoenen, domiciled for the purposes of this agreement at the seat of the University of Basel.

The Faculty and FIDEM are hereinafter jointly defined for shortness also "Parties" or each, individually, "Part"

The Parties are agreed and stipulated as follows

Preconditions:

- a) The Faculty considers it essential and strategic to strengthen scientific and didactic exchange relations with FIDEM and the possibility of making use of the great expertise of FIDEM's staff, to teach on degree courses in the Departments and, additionally, to carry out formative activities in support of students, researches for degree and doctoral theses and, possibly, curricular traineeships and/or other formative activities. All these formative activities will be agreed upon and certified for the recognition of CFUs on the basis of the assessment of the Traineeships Commissions of the Faculty's Departments; students and participants will be covered by the usual insurance for off-site curricular teaching.
- b) FIDEM scientifically, morally and financially supports research in medieval studies in all areas of knowledge (historical, philosophical, artistic, legal, scientific, literary) by organising regular international meetings and conferences; by supporting the publication of monographs and critical editions through the prestigious collection "Textes et Études du Moyen Âge" (hereafter TEMA), and above all by promoting the "Diplôme Européen d'Études Médiévales" (hereafter DEEM), whose courses focus on the auxiliary disciplines of medieval books (medieval Latin, palaeography, diplomatics, codicology, text edition, etc.)
- c) Given the common interests and objectives, FIDEM has a particular interest in collaborating with the Faculty to promote and develop its formative, dissemination and research activities in a context of excellence.
- d) The Parties that proceed with the stipulation pursuant to art. 15,1. 241/1990, expect to obtain mutual benefits and advantages from this Agreement. In particular, FIDEM believes that, from the implementation of the agreement, it can gain a promotion of medieval studies through the increase of students for its courses aimed at obtaining the DEEM and the enrichment of the TEMA collection with new and prestigious publication proposals.

Article 1



- Subject -

1.1 This Agreement regulates the collaboration between the Parties of the following activities of common interest:

(i) Research, education and dissemination in the interdisciplinary area (history, anthropology, religion, art, music, literature, philosophy, theology and science) of medieval studies.

1.2 Within the scope defined in the previous one § 1.1,

(i) the Faculty undertakes to create scientific and didactic exchange possibilities, developing joint research projects in the area of Medieval studies and participating jointly in conferences, colloquia, and workshops organized by either of the parties. Additionally, the faculty can be an opportunity for DEEM students to get in contact with a wide range of qualified personnel and resources (libraries, archives, laboratories).

(ii) FIDEM undertakes to offer students of the Faculty the opportunity to attend DEEM courses free of charge in order to obtain CFUs related to "Other Formative Activities". In addition, within the framework of an agreement aimed at encouraging reciprocal scientific collaboration, FIDEM makes its series TEMA available for publication proposals focusing on the intellectual history of the medieval period. If traineeships are envisaged, they will be activated following the stipulation of specific agreements. The agreements will be drawn up in compliance with University regulations in force.

Article 2

- Contact person –

2.1 Each Part states a Contact Person for the Agreement. The Referent is responsible for representing the part who has designated him for the implementation of the Convention and for internal reporting, as well as constantly monitoring the progress of the agreed activities.

2.2 The Faculty Contact Person is Prof. Arianna Punzi, email: arianna.punzi@uniroma1.it.

2.3 FIDEM contact person is Prof. Maarten J.F.M. Hoenen, email: maarten.hoenen@unibas.ch.

Article 3

- Management Committee –

3.1 For the purposes of the monitoring referred to in Article 4 below, a Management Committee is set up composed of the Contact Person of each Party: Prof. Arianna Punzi, Prof. Luisa Valente and Prof. Paolo Falzone as the Faculty; Prof. Maarten J.F.M. Hoenen, Dr Claudia Appolloni, DEEM Coordinator, and Dr Massimiliano Lenzi, vice-president FIDEM and Editor responsible of TEMA, as FIDEM.

3.2 Each Part may at any time modify the members of the Management Committee other than its Contact Person, by written notice to the other part

3.3 The President of the Committee will be elected by agreement between the Parties.

3.4 The Committee will meet every six months or at least once a year to define the common activity plan and evaluate the results.

Article 4

- Monitoring and Renewal –

4.1 In order to report on the progress of the research activities and the interim and final results established in the previous Article 2, the Referees will send an appropriate annual report to the legal representatives of their institution to which they belong.



4.2 The contact person of each Party must send, at least three months before the expiry of the agreement, a detailed overall and final report on the activities carried out that will be submitted to the Deliberating Bodies for the evaluation of the opportunity of renewal of the agreement.

Article 5

- Duration and Withdrawal –

5.1 This Agreement has a duration of 3 years from the date of subscription and may be renewed for further 3 years subject to written agreement between the Parties. It is understood that each Part has the right to withdraw at any time by sending a registered letter A.R. or PEC to the other Part, with at least three months' notice, without prejudice to the obligation to fulfil the commitments already made in specific acts and agreements for the execution of the said Convention

Article 6

- Access to Facilities and Use of Equipment –

6.1 In order to achieve the goals set by this Agreement, the Faculty and FIDEM undertake to allow, in line with the established objectives and in compliance with existing regulations, the persons involved in the collaboration activity, access to respective facilities and the use of equipment necessary for carrying out the teaching and research activities, with prior written authorization from the Director of the host spending center. The authorization to access will not imply the exclusive use of spaces or facilities, unless different specific agreement referred to in point 6.4.

6.2 Each Part will provide the legal insurance coverage of its staff who, by virtue of this Agreement, will attend the offices where the activities are conducted. Each Party guarantees that its staff will comply with the disciplinary and safety regulations in force in the premises where the activities of the present Agreement are conducted, in mutual respect of the legislation for the safety of workers pursuant to Legislative Decree no. 81/2008 and subsequent amendments and additions, observing, in particular, the provisions of the head of the prevention and protection service.

6.3 The staff of each Part, including any external collaborators of the same, however designated, will have to acquire information regarding safety measures, prevention, protection and health, before access to the places of relevance of the Parties, such as locations of completion of activities.

6.4 The activities conducted in collaboration may eventually involve, with the prior approval of the Faculty Board of Directors, the concession in use of places and laboratories useful for the research; in such case, specific agreements in identifying such spaces, will govern in detail the modalities, terms and conditions of such concessions, as well as the possible reimbursement of the management costs only in accordance with the internal regulations of the host organization.

Article 7

- Intellectual Property and Publications -

7.1 The property rights on the knowledge, inventions, prototypes, software, methods, procedures, data bases and any other intellectual product resulting from the collaboration between the Parties will be shared property and any related request for the recognition of rights to be filed jointly in accordance with the internal regulations of the Parties.

Article 8

- Use of the distinctive trademarks of the Parties –



8.1 The Logos of the Parties may be used in the context of the common activities which are the object of the present Agreement. This Agreement does not imply any expense of the name, and/or the granting and/or use of the University brand and visual identity, as well as of FIDEM for commercial purposes, and/or advertising. The use, extraordinary or extraneous to the institutional action, must be regulated by specific agreements for consideration, approved by the competent bodies and compatible with the protection of the image of the University

Article 9

- Confidentiality -

9.1. Without affecting the provisions of Articles 7 and 8 regarding intellectual property, the Parties recognize the confidential nature of any information previously designated as confidential and exchanged under this Convention. Therefore, they agree to:

- Non-Disclosure: Not to disclose any confidential information communicated by the other Party to third parties, in whole or in part, directly or indirectly, in any form.
- Limited Use: Not to use any confidential information communicated by the other Party for any purpose other than that specified in this Agreement.

9.2 The Parties will periodically specify which information should be considered confidential. Disclosure of such information requires prior written authorization. Confidential information will only be shared with individuals who need to know it for the purposes of this cooperation and who have agreed to maintain confidentiality as outlined in this Convention.

9.3 The Parties agree that information cannot be considered confidential if it can be demonstrated that, at the time of communication, it was already generally known or easily accessible to professionals in the field. Additionally, if the owner of the information chooses to make it publicly available without the other Party's knowledge of a breach of this Convention, it will no longer be considered confidential.

9.4 This provision and the Convention itself do not interfere with the University's obligations as a public institution to uphold transparency and access as mandated by law.

Article 10

- Data Treatment –

10.1 In relation to the processing of personal data object of the present Convention, the Faculty and FIDEM, each for their respective competence, comply with the provisions of EU Regulation 2016/679 and the current national legislation, pledging to cooperate as far as it may be necessary for the operational fulfilment of the relevant provisions as a consequence of the stipulation of the present Agreement

Article 11

- Communication-

11.1 Any communication or notification requested or permitted by the provisions contained herein will be made in written form and sent by any means to prove receipt thereof at the addresses indicated below:

1. For the Faculty: arianna.punzi@uniroma1.it.
2. For FIDEM: maarten.hoenen@unibas.ch.



or to any other address or recipient that each Part may subsequently communicate to the other by means of a communication forwarded in accordance with the foregoing.

Article 12

- Ethical Code -

12.1 The Faculty and FIDEM declare that they have read, during the finalization of the present Agreement, the respective Code of Ethics and Conduct, as published on the respective institutional websites, whose ethical-behavioral principles will comply with the execution of this Convention.

Article 13

- Litigation -

13.1 The Parties agree to resolve amicably any dispute that may arise from the interpretation or execution of this Agreement.

13.2 In the event that it is not possible to reach a good agreement in this way, the Court of Rome will have exclusive jurisdiction over any dispute concerning the validity, interpretation and execution of the present Agreement.

Article 14

- Registration and expenses -

14.1 This agreement, digitally signed, is subject to registration only in case of use pursuant to art. 4, 5, 6 and 39 of the D.P.R. 26.4.1986, n. 131. The expenses for the eventual registration are charged to the requesting Part.

14.2 Stamp duty is charged to FIDEM

Article 15

- Final Arrangement -

15.1 This Agreement may be amended, modified, replaced, renewed or extended only by written agreement signed by both parties.

Read and stipulated in Rome,

Faculty
Prof. Arianna Punzi

Firmato
digitalmente da

Arianna Punzi

CN = Arianna
Punzi
C = IT

FIDEM
Prof. Maarten J.F.M. Hoenen