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Messina



## FRAMEWORK COLLABORATION AGREEMENT BETWEEN THE UNIVERSIDADE DA BEIRA INTERIOR AND UNIVERSITÀ DEGLI STUDI DI MESSINA

### BY AND BETWEEN

Prof. Mário Lino Barata Raposo, rector of the Universidade da Beira Interior (UBI), whose registered address is at Convento de Santo António, 6201-001 Covilhã (Portugal), with competence for the act according to subparagraph u) of paragraph 1 of article 25 of the Statutes of the University of Beira Interior, in the version approved by Normative Order n.º 10/2021, of the Minister of Science, Technology and Higher Education, published in the 2nd Series of the Diário da República no. 56 of March 22, 2021,

And of the other part, Prof. Salvatore Cuzzocrea, rector of the Università degli Studi di Messina (UNIME) whose registered address is at Piazza Pugliatti 1, 98121 Messina, (Italy), with competence for the act according to paragraph 9 of the Statute of the UNIME, in the version approved by Rectoral Decree n° 3429/2014 del 30.12.2014, published in the Gazzetta Ufficiale, Serie Generale, n° 8, January 2015)

The parties, mutually acknowledging each other's legal capacity to enter into and be bound by this agreement, hereby agree with the following

### CLAUSES:

**ONE.** The object of this agreement is to foster joint activities between the UBI and the UNIME, including organization of courses, seminars or panels, shared research, training of bachelor's and doctoral degree students and any other programmes that may be considered to be of mutual benefit and that must occur under the terms of a specific agreement entered into by the parties. In case of shared research, the publications will be authored by researchers from both Universities.

**TWO.** The signature of this agreement does not imply any financial obligation of the parties. Whether the activities outlined in this agreement are carried out shall depend upon the securing of financial aid from the various Spanish, Portuguese or European programmes and other financial resources by the parties.

The parties pledge to cooperate with each other to create, in their respective areas of competence, the necessary conditions for the fulfilment of this agreement.

**THREE.** In accordance with this framework agreement, each specific project must be subject to an agreement that must include at least the following:

- A definition of the object of the agreement.



- A description of the work involved and any related tasks and a statement of its duration.
- The total estimated cost and the material and human means needed for the project.
- The names of the representatives of both parties who will be responsible for coordinating and carrying out the project.

If what is established in this framework agreement and the provisions of the specific agreements that may be needed to implement it are found to be in contradiction, the provisions of the specific agreements shall prevail. In addition, this framework agreement shall apply to any aspects not provided for in the specific agreement.

**FOUR.** Each of the institutions must appoint a coordinator, who shall be in charge of defining and organising the cooperation programmes between the universities.

For the UBI, the coordinator or person in charge is Prof. Luís Filipe Almeida Bernardo. For the UNIME, the coordinator or person in charge is Prof. Dario De Domenico.

These persons shall have the following functions, without prejudice to any other functions assigned to them:

- a) To solve any problems that may arise regarding the interpretation or application of the agreement.
- b) To follow up the implementation of the agreement.
- c) In the event of the agreement's termination, to propose its continuation or the manner and deadline for completing the activities already under way.
- d) To establish and organise the activities that are the object of the agreement.
- e) To promote, draft and propose the content of the various specific agreements that are necessary for the implementation of this framework agreement.

**FIVE.** The parties expressly agree that this collaboration agreement does not create a bond involving representation, dependence, or subordination between them, so no entity can represent the other in the fulfilment of its legal or contractual obligations or in the acceptance of obligations or responsibilities.

The relationship between the parties stemming from this framework agreement or any form of cooperation arranged under this agreement is a relationship between independent contractors. The parties recognise that this agreement does not create an employment, partnership, agency, or franchise relationship between the parties, in fact or in law, and none of the parties may act or appear as such to third parties. Each party shall perform its obligations under its own responsibility, with their own means and in accordance with the law.

**SIX.** The parties undertake to respect and comply at all times with current regulations on Personal Data Protection.

If there is access to personal data, as a consequence of the execution of this agreement, they may only be applied or used solely and exclusively for the purpose of



fulfilling the purposes thereof, and may not be assigned or delivered to third parties under any circumstances, not even to mere conservation effects.

In any case, the Parties undertake to respect and comply at all times with the rules and current legislation on Personal Data Protection in both countries.

**SEVEN.** Each party shall keep all the data, documents and information provided by the other party confidential during the term of this agreement.

The confidentiality agreement shall remain in force even after the termination of this agreement, whatever the cause of its termination.

**EIGHT.** Whenever, as a result of this agreement and in application of its provisions, one of the parties deems it necessary to make use of the counterparty's logos, it must request prior authorization from the respective communication office, specifying the format - printed, electronic or any other means - and the type of use requested. The authorisation, which must be granted in writing, shall specify the use or uses for which it is granted, as well as the period covered, which shall in no case exceed the term of this agreement.

**NINE.** This agreement shall enter into force on the date of the last signature and shall have a term of 4 years. It may be extended for periods of 1 year, and for a maximum of 4 years, if the parties agree in writing before the term of the agreement or any extension thereof ends.

**TEN.** The following may be grounds for terminating this agreement:

- a) The term of the agreement ending without any extensions thereof having been agreed.
- b) The parties' mutual agreement in writing.
- c) One of the parties wishing to terminate the agreement, for which a written statement must be made six months in advance.
- d) Failure by one of the parties to fulfil its obligations in the thirty days following notification in writing by the other party, which can in this case unilaterally terminate the agreement.
- e) A judicial decision that declares the agreement null and void.
- f) The causes outlined in the agreement and those set out in current legislation.

In any event, if any of the reasons for termination of the agreement arise and activities are still under way, the parties, on the proposal of the persons in charge of following up the agreement, may agree to continue and complete any of the activities under way and set a deadline for its completion, after which any fees that may apply must be settled.

**ELEVEN.** In accordance with current legislation on transparency, access to public information and good governance, the UNIME, in relation to this agreement, shall publicly disclose information concerning the signatory parties, its object and term, the parties' obligations, including those of a financial nature, and any amendments thereof.



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**TWELVE.** The parties express their commitment to meeting their respective obligations in good faith and carrying out any negotiations that are necessary for the fulfilment of this agreement to their satisfaction.

Any controversy relating to the interpretation, fulfilment or execution of the terms of this agreement shall be resolved by mutual agreement between the parties.

The present framework agreement includes two equivalent texts in English language. In witness whereof, the parties have signed this document on the date and at the place indicated below.

**UNIVERSIDADE DA BEIRA INTERIOR**

Rector

Date,

Prof. Doutor Mário Lino Barata Raposo

**UNIVERSITÀ DEGLI STUDI DI  
MESSINA**

Rector

Date,

Prof. Salvatore Cuzzocrea