

Convention for the establishment of the “International Centre for Studies of Ancient European-Mediterranean Cities” 1

Convention for the establishment of the “International Centre for Studies of Ancient European-Mediterranean Cities”, also known as “Ancient Cities”

Between

The University of Basilicata, Via Nazario Sauro 85, Potenza, taxpayer's code number 960034110766, represented by Ignazio Marcello Mancini, born in Bari, on 25 mar 1957, Rector pro-tempore and legal representative of the university, by power of Decree of the Minister of Education, 30 Sep 2020, prot. no. 663, and authorised, too, by university statute and by the Senate of the university, 20 Dec 2017 and by the Administrative Council of 29 Dec 2017

And

The University of Naples 'L'Orientale', Via Partenope 10/A, Naples, represented by Roberto Tottoli, born in Gavardo (BS), on 5 Sep 1964, Rector pro-tempore and legal representative of the university, by power of Decree of the Minister of Education, 27 Oct 2020, prot. no. 788, and authorised, too, by university statute and by the Senate of the university

And

The University of Messina, Piazza Pugliatti 1, Messina, taxpayer's code number 80004070837, represented by Salvatore Cuzzocrea, born in Geneva (Switzerland), on 11 Mar 1972, Rector pro-tempore and legal representative of the university, by power of Decree of the Minister of Education, 18 Apr 2018, and authorised, too, by university statute and by the Senate of the university

And

The University of Tours, 60 rue du Plan d'Étain, BP 12050 37020 Tours Cedex 1, France, represented by its President Arnaud Giacometti, acting in the name and on behalf of the “Centre Tourangeau d'Histoire et d'étude des Sources” (CeTHiS), directed by Pr. Natacha Lubtchansky

And

The Jagiellonian University of Krakow, ul. Golebia 24, 30007 Krakow, represented by Stanislaw Srocka, Dean of the Faculty of History

Hereafter designated individually as the party and together as the parties.

Preamble

After the organisation of several conferences at the University of Basilicata between 2017 and 2019, the parties wish to formalise their scientific partnership by way of the present agreement. They wish to create a scientific centre that will help developing joint activities and projects, and will encourage the study of and provide training in historical problems, historical traditions and innovative solutions connected to the transmission of historical knowledge.

Art. 1 – Form and Name of the Centre

1.1.) By way of a convention between the parties, a scientific interest group is established, in the form of an inter-university centre of research, under the name of ‘The International Centre for Studies of Ancient European-Mediterranean Cities’ also known as ‘Ancient Cities’.

This centre has no legal personality. It cannot constitute a higher authority to the parties’ authority.

1.2) Membership of the centre: The Centre is formed by the parties in the present agreement. Other parties can join in the agreement: they will submit an application to the Director and the Academic Advisory Board will make the final decision.

1.3) One-time partnership: Public or private bodies may participate in specific actions of the Centre, that they have decided to support or to participate in. The terms of these one-time partnerships will be defined by specific agreements, concluded on behalf of the Centre by one of the parties, mandated for this purpose by the other parties.

Art. 2 – Administrative Base

The Centre will be based at the University degli Studi della Basilicata, Faculty of Human Sciences.

Each party will manage resources of its own (human, material, financial) that it will provide for the needs of the Centre.

Shared resources for common activities will be managed by the University of Basilicata. The budget decisions are entrusted to the Academic Advisory Board.

Art. 3 – Purpose of the Centre

Its aims are:

- i) The Centre will promote the study of ancient history, from the Greeks and Romans up until the later Middle Ages, looking at civic, political, economic, philosophical, literary and religious history.
- ii) The Centre will help consolidate studies and wider scientific reflections on ancient cities, in connection with present-day problems.
- iii) The Centre will organise seminars and conferences, planning these around the questions and needs of relevant organisations and institutions.
- iv) The Centre will create tools (databases, an international periodical, website, etc.) so as to take, in a systematic fashion, the results of the research to the widest possible public.
- v) The Centre will participate in relevant European projects.
- vi) The Centre will train young researchers, through scholarships and doctorates in the associated departments, to further work in the sector.
- vii) The Centre will, when possible, create training courses for the better understanding of the historical, archaeological and artistic heritage of the region of Basilicata.
- viii) The Centre will organise master’s degrees and other tertiary level courses in coordination with the associated Departments.
- ix) The Centre will train up those interested in ancient history, and organise refresher sessions on the topics and issues related to this period, with initiatives that will also be aimed at secondary-school students and teachers.

To achieve these points, the Centre will organise research projects, lessons, conferences, meetings, training sessions and publications.

Art. 4 – Organs of the Centre

The organs of the Centre are:

The Assembly;

The Academic Advisory Board;

The Director;

The Vice-Director.

4.1) The Assembly:

The assembly comprises two members for each party, chosen among the teaching or research staff of each party, appointed by the Director of the Centre, upon adherence to this convention, with the exception of the members of the University of Naples “l’Orientale” and of the University of Messina which will be previously designated by their respective Governing Bodies for a period of three years, at the same time as the adherence to this agreement.

The assembly appoints among its members the Director and the Vice-Director who substitutes him in case of absence. Moreover, it appoints the members of the Academic Advisory Board. The assembly makes resolutions on the policies and directives of the Centre and on every other matter referred to it by the law and/or this deed and every other matter subject to its decisions.

The assembly is convened by the Director of the Centre. Meetings of the assembly may also be held off the Centre’s premises, so long as they are in Italy, at least once a year, with notice sent 30 (thirty) days prior to the arranged date, by any suitable means ensuring proof of receipt.

The notice must indicate the place, day and time of the meeting and the order of the day.

The assembly is presided over by the Director of the Centre.

Each associate is entitled to intervene in the assembly in person or by way of a written proxy given to another member. Each associate is entitled to one vote.

The assembly is validly constituted and can make resolutions with the majorities of the members.

The assembly meeting can also take place by electronic means.

Minutes are drawn up of the assembly meeting. These must be transcribed in the special book and signed by the Director and the Secretary appointed each time.

4.2) Academic Advisory Board:

Management of the activities is entrusted to an Academic Advisory Board comprising 5 (five) members elected at the associates’ assembly meeting; they remain in office for three years and can be re-elected.

In the event of the resignation, withdrawal or death of a board member, the assembly shall replace him or her at the first meeting. The new appointed board member will remain in office for the scheduled period of time of his predecessor.

The members of the Advisory Board are not due to any payment.

The Advisory Board meets every time that the Director deems it necessary or upon the request of at least two of its members and, nevertheless, at least twice a year to resolve upon the approval of the financial statements should it be so required by the financial management.

In order for the Advisory Board’s resolutions to be valid, the majority of the members must be present and they must receive a vote in favour from the majority of those present; in the event of a draw, the Director’s vote takes precedence.

The Advisory Board is presided over by the Director, in his or her absence by the Vice-Director and in the absence of both, by the oldest of the members present.

Minutes are drawn up of the Advisory Board meetings. These must be transcribed in the special book and signed by the Director and the Secretary appointed each time. The Advisory Board can also meet by electronic means.

The Advisory Board possesses the powers useful for the ordinary and extraordinary management of the Centre, with no restrictions.

4.3) Director of the Academic Advisory Board:

The assembly appoints a Director and a Vice-Director from among its members who shall subsequently request the Rector of his or her university for ratification of the appointment. The term of office lasts 3 (three) years and can be renewed.

Convention for the establishment of the “International Centre for Studies of Ancient European-Mediterranean Cities” 6

The Director, and in his or her absence, the Vice-Director, represents the Centre before third parties and takes care of the execution of the Assembly meeting as well as the Advisory Board’s resolutions.

Art. 5 – Duration

The present document is valid for five (5) years and becomes valid from the moment in which all parties have signed said document. At the end of that term the agreement can be renewed by means of an amendment signed by all parties.

Each party can withdraw from the agreement by way of communication to the Director of the Centre, by certified email, with prior notice of at least 3 (three) months.

This agreement will be automatically terminated upon expiry of its contractual term. Its resolution may also be decided unanimously by the members of the Academic Advisory Board convened on an agenda specifying that the resolution is requested.

All amendments to this deed must be proposed by at least two thirds of the members of the Academic Advisory Board and resolved by the competent organs of the parties. They must be formalized through additional deeds to this convention.

The equipment and any leftover funds remaining upon termination of the Centre will be attributed to the parties according to the indications of the Academic Advisory Board and nevertheless according to criteria of equity.

Art. 6 – Resources

The Centre shall be funded by any financial resources made available by the parties and use funds specifically allocated to the Centre or to participating teaching staff, by public or private institutions, as well as by the Italian Ministry of Education, University and Research (MIUR).

In particular, the Centre can make use of the following funds:

- a) any contributions for its operation paid out by the parties;
- b) grants for scientific equipment;
- c) research grants;
- d) contributions from institutes and private entities also in the form of gifts;
- e) funds deriving from services provided upon payment or other legitimate reasons;

f) all other contributions specifically earmarked for the Centre’s activity.

It is understood that this agreement shall not entail additional charges at the expense of the parties.

-The Academic Advisory Board decides how these resources will be used; they can be used for the scientific activities set out in art. 3, and to perform, manage and administrate the joint services.

The public or private resources earmarked for a project that falls under this agreement are managed by the university and the research laboratories responsible for implementing the project.

Art. 7 – Privacy policy and intellectual property

7.1) Privacy policy

Each party will refrain from disseminating or communicating to third parties any information that has been designated as confidential by the party from which they originate.

Publications and communications of the studies carried out in the framework of the Centre shall indicate the name of the Centre and the link with the parties.

7.2) Intellectual property

Each party shall retain exclusive ownership of the results of the work and intellectual property rights belonging to it, developed or acquired prior to this agreement or independently of it.

“Results from the Centre” means all knowledge resulting from the work of the Centre that may or may not be protected as intellectual property, including databases and websites.

The results from the Centre are deemed to be the co-ownership of the parties having participated in obtaining them in proportion to their intellectual, financial and material means.

The parties owning results from the Centre will make them available to the other parties, who may use them freely for their research needs, to the exclusion of any commercial exploitation.

Art. 8 – Additional members

Membership: Italian and foreign universities can become Centre associates. They can sign up to specific conventions. Professors and researchers from member universities carrying out relevant scientific research can also become associates. Both professors and universities will need, though, to submit an application to the Director and the Academic Advisory Board will make the final decision.

Professors from other universities can also become members. But, likewise, they must make a formal application to the Director and the Advisory Board will decide.

Art. 9 – Safety Provisions

The parties each recognize that, as far as they are responsible, their internal and external staff performing activities at the Centre must be covered by insurance as provided for in the regulations in force. In addition, they must follow the disciplinary and safety regulations in force on their premises and on the host premises, in observance of safety-at-work standards and the prevention and protection manager’s instructions.

Art. 10 – Personal Data Processing

The parties each undertake to process the data relating to performing the Centre’s activities in compliance with the measures and obligations laid down by the national laws under the EU General Data Protection Regulation no. 679/2016.

Art. 11 – Final Regulations

Anything that is not provided for in this deed is regulated by the provisions in the university statutes and the regulations of the university acting as the Centre’s administrative base insofar as they are compatible with those of the other universities and all other general provisions on the matter.

This convention comprises 12 articles, including the present one, and is drawn up in five originals, dated and signed with handwritten signature, according to the article 15, 2-bis of the Law 241/90.

It is subject to stamp duty which will be paid for by the Università degli Studi della Basilicata by virtual means. The convention shall be registered if it is used and, if so, it shall be at the requesting party’s expense.

Art. 12 - Transitory Norms

In the first instance, the Director of the Centre will be Professor Ariel Samuel Lewin, and the Vice-Director, Stefania Gallotta, from the University degli Studi della Basilicata.

Read, confirmed and signed

Università degli Studi della Basilicata

Read, confirmed and signed

Università degli Studi di Napoli “L’Orientale”

Read, confirmed and signed

Università degli Studi di Messina

Read, confirmed and signed

Université de Tours

Read, confirmed and signed

Jagiellonian University, Krakow