



FRAMEWORK COLLABORATION AGREEMENT BETWEEN THE UNIVERSITAT POLITÈCNICA DE CATALUNYA AND THE UNIVERSITY OF MESSINA

Barcelona, 11th April 2019

BY AND BETWEEN

Of the one part, Prof. Francesc Torres Torres, Rector of the Universitat Politècnica de Catalunya (UPC), appointed by Royal Decree 1025/2017 (published on December 12th in DOGC no. 7514 and in BOE no. 301), whose address in Barcelona is C/Jordi Girona 31, with Tax Identification Number Q-0818003F, and who acts on behalf of the above institution by virtue of the provisions in article 20 of the Organic Law of Universities 6/2001, of 21 December; and articles 67, 169 of the Statutes of the Universitat Politècnica de Catalunya, passed by Agreement GOV/43/2012, May 29th of the Government of Catalonia (DOGC no. 6140 of 1 June 2012).

And of the other part, The University of Messina - Italy, legally represented by the Rector, Prof. Salvatore Cuzzocrea.

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 University of Messina and the UPC, including staff and students exchange programmes, shared research, training of bachelor's, master's and doctoral degree students, and any other programme 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.

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 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 UPC, the coordinator or person in charge is the International Relations Bureau.
For the University of Messina, the coordinator or person in charge is prof. Antonino Recupero and the International Education and Cooperation Unit.

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 agree that specific personal data protection issues must be agreed on in the addenda or in the specific agreements that establish the modes of collaboration that are the object of this agreement and that the parties shall, if necessary, sign.

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 consequence of this agreement and in application of its provisions, the company deems it necessary to make use of the UPC's logos, it shall request the prior authorisation of the University through its Communications Service, specifying the format—whether print, electronic or any other medium—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.

This notwithstanding, when the use of the logotypes and other identifying marks of the UPC is of a profit-making nature for the requesting entity, an appropriate brand licensing agreement must be entered into.

NINE. This agreement shall enter into force on the date stated of its heading 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 UPC, 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.

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.

In witness whereof, the parties have signed this document on the date and at the place indicated in its heading.

UNIVERSITY OF MESSINA

Rector

Prof. Salvatore Cuzzocrea

**UNIVERSITAT POLITÈCNICA DE
CATALUNYA**

Rector

Prof. Francesc Torres