



Consiglio di
Amministrazione

Seduta del

26 SET. 2017

Nell'anno duemiladiciassette, addì **26 settembre** alle ore **16.00**, presso il **Salone di rappresentanza** sito al primo piano del Rettorato, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0072688 del 21.09.2017 e integrato con nota rettorale prot. n. 0073432 del 25.09.2017 (**Allegato 1**), per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

..... **O M I S S I S**

Sono presenti: il **rettore** prof. Eugenio Gaudio, Presidente; il **prorettore vicario** prof. Renato Masiani; i consiglieri: prof.ssa Antonella Polimeni, prof. Vincenzo Francesco Nocifora, prof. Bartolomeo Azzaro, dott. Francesco Colotta, prof. Michel Gras, sig. Beniamino Altezza, dott.ssa Angelina Chiaranza, sig. Angelo Marzano, sig. Antonio Lodise e il **direttore generale** Carlo Musto D'Amore, che assume le funzioni di segretario.

Assistono per il Collegio dei Revisori dei Conti: dott. Massimiliano Atelli (entra alle ore 17.48), dott. Giuseppe Spinelli.

Il **Presidente**, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita e apre la seduta.

..... **O M I S S I S**

DELIBERA

364/17

conv. 13.4



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6 SET. 2017

COLLABORAZIONE SCIENTIFICA TRA SAPIENZA UNIVERSITÀ DI ROMA E LA COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

Il Presidente sottopone al Consiglio di Amministrazione la relazione predisposta dall'Area per l'Internazionalizzazione, Settore Accordi Internazionali.

Si ricorda che Sapienza già da molti anni ha al suo attivo importanti rapporti di collaborazione con la prestigiosa *Columbia University*, in particolare in ambito medico, giuridico e di ingegneria meccanica e civile.

Sono di recente pervenuti per il tramite della Prof.ssa Beatrice Vallone - delegata dal Rettore a rappresentare Sapienza nell'ambito delle attività di collaborazione con la *Columbia University* - due proposte di accordi.

Il primo è un *Memorandum of Understanding* tra Sapienza Università di Roma e la *Trustees of Columbia University in the City of New York* per l'*Italian Academy for Advanced Studies*, un Centro per la ricerca avanzata negli ambiti relativi alla cultura italiana, la scienza e la società. L'accordo, di durata quinquennale, individua e definisce nuove aree di interesse reciproco, anche attraverso nuovi progetti di ricerca, di didattica e prevedendo scambi di studiosi e di studenti.

Il secondo è un "*Affiliation Agreement*" tra Sapienza Università di Roma e il *Trustees of Columbia University in the City of New York* nell'interesse del *College of Physicians and Surgeons*, e mira a promuovere la cooperazione reciproca nella formazione e nella ricerca scientifica di studenti, ricercatori e staff accademico, anche con la possibilità di assegnazione di borse di ricerca post doc per periodi da uno a tre anni.

Quanto alla previsione di mobilità di studenti presso l'ateneo newyorkese contenuta nell'accordo, il periodo di scambio previsto è ricompreso tra quattro e dodici settimane. Si evidenzia, in proposito, che il programma di borse di studio finanziato con i fondi del MIUR e di Ateneo a supporto della mobilità degli studenti in uscita da Sapienza nell'ambito di accordi bilaterali non consente periodi di scambio inferiori ai 3 mesi (minimo 13 settimane). Di conseguenza, ove il testo rimanga immutato, gli studenti che si vorranno recare alla *Columbia University* dovranno sostenersi con risorse proprie.

Il Senato Accademico, con propria delibera n. 241 assunta in data 19 settembre 2017, ha approvato la proposta.

Ciò premesso, il Presidente invita il Consiglio di Amministrazione a deliberare.

SAPIENZA UNIVERSITÀ DI ROMA
Area per l'Internazionalizzazione
Il Direttore
Dott.ssa Maria Ester Scarano

SAPIENZA UNIVERSITÀ DI ROMA
Area per l'Internazionalizzazione
Settore Accordi Internazionali
Il Capo Settore
Dott. Giovanni Maria Vianello



Consiglio di
Amministrazione

26 SET. 2017
Seduta del

SAPIENZA UNIVERSITA' DI ROMA
Area per l'Internazionalizzazione
Il Direttore
Dott.ssa Maria Ester Scarano

SAPIENZA UNIVERSITA' DI ROMA
Area per l'Internazionalizzazione
Ufficio Accreditazione Scientifica Internazionale
Il Capo Ufficio
Dott.ssa Anna Gambogi

SAPIENZA UNIVERSITA' DI ROMA
Area per l'Internazionalizzazione
Settore Accordi Internazionali
Il Capo Settore
Dott. Giovanni Maria Vianello

Allegati parte integrante:

- Bozza di Memorandum of Understanding tra Sapienza Università di Roma e il Trustees of Columbia University in the City of New York - Italian Academy for Advanced Studies in America;
- Bozza di Affiliation Agreement tra Sapienza Università di Roma e il Trustees of Columbia University in the City of New York - College of Physicians and Surgeons.



..... O M I S S I S

DELIBERAZIONE N. 364/17

IL CONSIGLIO DI AMMINISTRAZIONE

- Letta la relazione istruttoria;
- Preso atto degli esistenti e importanti rapporti di collaborazione già in essere tra Sapienza e la Columbia University of New York, in particolare in ambito medico, giuridico e di ingegneria meccanica e civile;
- Valutata positivamente l'iniziativa di dare nuovo impulso alla collaborazione tra i due Atenei, anche attraverso la stipula di due Accordi poiché ancora in fase di ultima definizione con i partner;
- Esaminate le bozze del Memorandum of Understanding tra Sapienza Università di Roma e il Trustees of Columbia University in the City of New York per la Italian Academy for Advanced Studies in America e dell'Affiliation Agreement tra Sapienza Università di Roma e il Trustees of Columbia University in the City of New York;
- Valutati positivamente i contenuti dei due atti;
- Vista la deliberazione del Senato Accademico n. 241 del 19 settembre 2017;
- Presenti n. 11, votanti n. 9: con voto unanime espresso nelle forme di legge dal rettore e dai consiglieri: Polimeni, Nocifora, Azzaro, Gras, Altezza, Chiaranza, Marzano e Lodise

DELIBERA

- di approvare il *Memorandum of Understanding* tra Sapienza Università di Roma e il *Trustees of Columbia University in the City of New York* per la *Italian Academy for Advanced Studies in America* e l'*Affiliation Agreement* tra Sapienza Università di Roma e il *Trustees of Columbia University in the City of New York*;
- di autorizzare il Rettore alla firma degli atti definitivi;
- di dare mandato all'Area per l'Internazionalizzazione di apportare eventuali modifiche e/o integrazioni di natura prettamente formale che si rendessero necessarie ai fini del perfezionamento degli atti da sottoporre alla firma del Rettore.

Letto e approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO
Carlo Musto D'Amore

IL PRESIDENTE
Eugenio Gaudio

..... O M I S S I S

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IN ADVANCE OF ISSUANCE.**

Memorandum of Understanding

Between

The Trustees of Columbia University in the City of New York for its
Italian Academy for Advanced Studies in America

And

Sapienza University

This Memorandum of Understanding (“MOU”) is made and entered into by and between The Trustees of Columbia University in the City of New York, for **Italian Academy for Advanced Studies in America** (“CU”)

and

The Sapienza University of Rome a university organized under the laws of Italy located in Rome, (“Sapienza”).

Each of CU and Sapienza is referred to as a “Party,” and collectively as the “Parties.”
The Parties agree as follows:

1. Objective

- a. This MOU is to help enable the Parties to explore possible opportunities for collaboration in mutually-agreed areas of research and other scholarly activities. Areas of common interest include:
 - Collaborative research, joint symposia and lectures
 - Exchange of scholars to promote collaborative research
 - Exchange of information and academic materials
 - Exchange of under graduate and graduate students
- a. Specific research and other collaborative activities may be selected by CU and Sapienza from time to time. As these projects are identified, CU and Sapienza will develop written work plans and agreements, as outlined in Section 2, below.

2. General Provisions

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- a. All research and other activities under this MOU shall be conducted in accordance with the laws and regulations applicable to each Party. In the case of CU, these include the laws of the United States of America and of the State of New York, and the rules, regulations, and policies of Columbia University.
- b. This MOU provides a framework for exploring areas of mutual interest, but does not itself enable the Parties to engage in any project or activity or undertake any work obligation or financial commitment. From time to time, if the Parties identify projects, activities, or exchanges of mutual interest, they will develop written work plans and separate, new agreements with project commitments and details, including roles and responsibilities, financial arrangements, and other terms and conditions as appropriate. Neither Party will have any obligation to perform any activity, exchange any information, or incur any expense or cost under this MOU except as may be set forth in further written project agreements signed by authorized representatives of both Parties. A Party may decline in its discretion to participate in any proposed project, activity, or exchange.
- c. The MOU shall take effect when executed by the Parties and shall have a term of five years. Project agreements entered into by the Parties may have durations that extend beyond the term of this MOU, and the termination or expiration of this MOU will not terminate any project agreements then in effect, which will continue or be terminated in accordance with their terms. This MOU may be renewed or amended only through a written agreement signed by authorized representatives of both Parties. Either Party may terminate this MOU by giving 60 days' written notice to the other Party; provided, however, that a Party may immediately terminate this MOU upon written notice if it determines that its continued participation would violate any laws, regulations, policies, or rules applicable to such Party, jeopardize the health or safety of its faculty, students, or staff, or adversely affect its accreditation, licenses, or tax status.
- d. CU is dedicated to the principles of non-discrimination and academic freedom. Nothing in this MOU shall restrict CU or its faculty and researchers from publishing, disseminating, and disclosing the results of their research and academic initiatives.
- e. Each Party agrees that in connection with this MOU it will comply with all laws applicable to such Party. Each Party further affirms that it is not itself (and it is not related to) any entity or other person on the List of

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Specially Designated Nationals (www.treasury.gov/sdn) or on other restricted parties lists maintained by the U.S. Government.

- f. Anti-bribery: Each Party agrees that in connection with this MOU, it will comply with applicable anti-bribery and anti-corruption laws and regulations, including without limitation, the U.S. Foreign Corrupt Practices Act. Each Party further agrees that it will not offer, promise, provide, or pay (or authorize the offer, promise, provision, or payment of), directly or indirectly, anything of value to any entity or other person of any type (including, but not limited to, any government official, official of any public international organization, political party official, or political candidate) for the purpose of influencing any act or decision or to secure any other improper advantage or benefit.
- g. Although the Parties envision a cooperative and productive collaboration, each is an independent entity with respect to one another, and nothing in this MOU constitutes the Parties as partners (in the legal sense), or joint venturers, or allows a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Neither Party will assign, delegate, or subcontract this MOU to any third party without the prior written consent of the other Party, and any attempt to do so without consent shall be void.
- h. Notices shall be provided to the parties as indicated on Attachment A hereto, which is incorporated by reference herein.
- i. Neither Party will make any public announcement or press release regarding the existence or contents of this MOU, or otherwise use the name, insignia, or symbols of the other Party, its faculties or departments, or any variation or combination thereof, or the name of any trustee, faculty member, other employee, or student of a Party for any purpose whatsoever without the other Party's prior written consent. In no event will any use of CU's names, insignias, or symbols be used by Sapienza to fundraise for its organization or to convey or imply any endorsement of Sapienza's products or services or for the purpose of lobbying or other activities that would violate or be inconsistent with CU's nonprofit tax exempt status.
- j. Nothing in this MOU will establish an exclusive relationship between the parties, and each Party may freely elect to engage in research and other initiatives with others.

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The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This MOU may be delivered electronically or by facsimile transmission, and the Parties agree that any electronic or facsimile signatures to this MOU will be valid and enforceable as originals.

On behalf of the Trustees of Columbia
University in the City of New York

John H. Coatsworth
Provost and Professor of International
and Public Affairs and of History

Date:

On behalf of Sapienza, Università di
Roma

Name: Eugenio Gaudio
Title: The Rector

Date:

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ATTACHMENT A

NOTICES

All notices, consents, approvals, requests or other documentation authorized or required to be made under this MOU shall be in writing and shall be delivered personally, by facsimile or other electronic means, or by registered mail as follows:

If to CU, to:

Melissa D. Begg, ScD
Vice Provost for Academic Programs
Columbia University
ovpap@columbia.edu

With a copy to:

John H. Coatsworth
Provost and Professor of International and Public Affairs and of History
Columbia University
provost@columbia.edu

If to Sapienza, to:

Name Bruno Botta PhD
Title Prorettore per l'Internazionalizzazione
Email relint@uniroma1.it

With a copy to:

Name Beatrice Vallone, PhD
Title Professor
Email beatrice.vallone@uniroma1.it

AFFILIATION AGREEMENT

BETWEEN

Università di Roma "La Sapienza"

P.le Aldo Moro, 5

00185 - Roma

Italy

The Trustees of Columbia University

In the City of New York

104 Haven Avenue Suite 1103

New York, NY 10032

Università di Roma "La Sapienza" and the Trustees of Columbia University in the City of New York, on behalf of its College of Physicians and Surgeons (Columbia), wish to join in the following agreement in order to further promote mutual cooperation on education and scientific research.

1. Within fields that are mutually acceptable, the following general forms of cooperation may be pursued:
 - (a) Exchanges of scientific materials and information;
 - (b) Enrollment of 2 – 4 visiting undergraduate senior medical students for clinical or research electives for periods of 4-12 weeks;
 - (c) Appointment of postdoctoral research fellows for periods of 1-3 years;
 - (d) Visits or temporary appointments of faculty members and research scholars
 - (e) Joint research activities and organization of joint conferences.

2. Each institution shall require that any student or faculty member who participates in a cooperative program shall meet the other institution's standards of maturity, ability and health, including proof of routine immunizations. Each institution shall require that any visiting student, research fellow, or faculty member carry adequate health insurance and not permit this coverage to lapse while the student, fellow or faculty member is participating in the cooperative program. The home institution and its students will be insured, as provided under the host university's policies, against any malpractice liability incurred in the course of undertaking clinical activities.

3. Before beginning any collaborative research or any faculty exchanges in which faculty may perform research activities at the host institution, the parties will agree, in writing, on matters relating to any intellectual property that may be developed through such research.
4. These activities are to be carried out after mutual consultation between the two universities or the divisions thereof concerned. Regarding visiting medical students, each university will nominate its own students for participation, but final admission is determined by the receiving university.
5. Each institution will waive tuition and registration fees for visiting undergraduate students under Agreement. The host institution will help visiting students in finding suitable housing but all participants will be responsible for their own travel and living expenses during visits to the other institution. For the purposes of this Agreement, the parties may make full or partial use of any financial support offered by public or private bodies of such institutions.
6. The studies undertaken and the examinations passed at Università di Roma "La Sapienza" will be acknowledged by Columbia and vice versa. On the basis of this Agreement, students taking part in exchanges will remain registered at their home institution and may not obtain their final qualification at the other institution.
7. The initial term of this Agreement shall be from *August 1, 2017 to August 1, 2018* and shall automatically renew for one-year terms unless terminated by either party in writing at least 60 calendar days prior to the renewal date.

Amendments or termination of this Agreement may be made at any time through mutual consent of the two parties.

*For The Trustees of Columbia University In The
City of New York*

For Università di Roma

_____ Lee Goldman, MD Executive Vice-President and Dean of the Faculties of Health Sciences and Medicine Chief Executive of Columbia University Medical Center	_____ Date	_____ Prof. Eugenio Gaudio, M.D The Rector Sapienza University	_____ Date
_____ Ron Drusin, MD Vice Dean for Education Columbia University College of Physicians & Surgeons	_____ Date	_____ Prof Carlo Della Rocca, MD Dean Sapienza, Faculty of Pharmacy and Medicine	_____ Date
_____ Lisa A. Mellman, M.D. Senior Associate Dean for Student Affairs College of Physicians & Surgeons Columbia University	_____ Date	_____ Prof. Sebastiano Filetti, MD Dean Sapienza, Faculty of Medicine and Dentistry	_____ Date
		_____ Prof. Massimo Volpe, MD Dean Sapienza, Faculty of Medicine and Psychology	_____ Date

