



AGREEMENT

BETWEEN

Sapienza Università di Roma, Tax Code No. 80209930587, with registered office located at Piazzale Aldo Moro, 5, Rome, certified electronic communication PEC protocollosapienza@cert.uniroma1.it represented for the purposes of this Agreement by the Rector, Professor Antonella Polimeni, with domicile for the purposes of this Agreement at the offices of Sapienza Università di Roma,

(hereinafter referred to as the “**University**”)

AND

XXX, Tax Code No. xxx, VAT No. xx with registered office located at xxx, via n. 9, PEC ... represented for the purposes of this Agreement by, born in on, duly authorised to act in this capacity;

(hereinafter referred to as “xxx”)

hereinafter collectively referred to as the “Parties” and individually as the “Party”

Whereas

- Sapienza Università di Roma, in accordance with its Statute, is committed to promoting, organising, and implementing cultural and educational services across regional, national, and international contexts, leveraging its facilities to achieve these objectives;
- to enhance its educational, research, and third mission activities, the University is empowered to enter into agreements with public and private entities in Italy for activities that align with its institutional responsibilities
- “xxx” is an Entity engaged in ...;
- “xxx”, pursuant to its Statute/Articles of Incorporation, aims to ...;
- “xxx” operates primarily within the sector of ...;
- in the context of collaborative projects and in full compliance with applicable regulations, the Parties seek to establish a strategic partnership aimed at advancing the following specific objectives (to be specified) and governing the execution of joint activities of mutual interest;
- the Parties, adhering to the criteria and requirements established by current legislation, hereby intend to jointly undertake the activities outlined in this Agreement;



Between the aforementioned Parties, it is hereby agreed and stipulated as follows:

Article1 - Recitals

1.1 The recitals are an integral part of this Agreement.

Article 2 - Purpose and Objectives

2.1 This Agreement aims to promote collaboration between the Parties in order to achieve the following mutually beneficial objectives: ...

2.2 The Parties hereby commit, within the scope of their respective competencies, to actively promote, develop, and strengthen collaborative opportunities and initiatives through actions including, but not limited to: *(select/propose the actions subject to the Agreement)*

a)The dissemination of scientific, technological, and sustainability-related knowledge throughout the territory, as well as any other activity falling within the scope of the third mission, particularly public engagement activities such as *organising public events and publications aimed at a non-specialist audience, participation in the formulation of public interest programmes (policy-making), initiatives aimed at the protection of (e.g. informational and preventive campaigns), and outreach initiatives targeting.....;*

b)joint or commissioned research aimed at exploring topics related to..., for instance, in the fields of *pedagogy, law, psychology, sociology, medicine, anthropology, or other relevant disciplines (please specify the applicable field);*

c)collaborative initiatives directed towards teachers, educators, and professionals engaged in..., including the contribution to active university courses through educational collaboration;

d)the initiation of curricular internships for university students at..., subject to the formalisation of a specific agreement *(Should internships be envisaged, they will be established following the conclusion of specific agreements drafted in accordance with the current University regulations pertaining to both curricular internships and those focused on training and professional orientation);*

e)collaboration in the design and organisation of postgraduate training programmes or professional development/continuing education events aimed at....;

f) joint participation in calls for proposals or initiatives aimed at securing regional, national, or European public funding, as well as private funds.

g)xxx.

Article 3 - Representatives



- 3.1 The legal representative of each Party shall designate a Representative for this Agreement. Said Representatives shall be responsible for representing their respective Party with regard to the implementation of the Agreement, ensuring the reporting obligations within their organisation are met, and for overseeing and monitoring the ongoing progress of the agreed contractual activities.
- 3.2 The University hereby appoints the Vice-Chancellor, or their duly authorised delegate with equivalent powers, as the Representative and person responsible for this Agreement; xxx appoints its legal representative, or their duly authorised delegate with equivalent powers, as the Representative and person responsible for this Agreement.
- 3.3 Each Party reserves the right to replace its designated Representative(s) with another, provided that timely written notice is given to the other Party. Such replacement may occur if, during the course of the collaboration, one or more of the designated Representatives becomes unable to fulfil the required duties.
- 3.4 Additionally, each Party's Representative shall be required to submit, no later than three months prior to the expiration of this Agreement, a reasoned proposal for renewal, accompanied by a detailed report outlining the results achieved during the three-year term of the Agreement, for the purpose of evaluating the advisability of a renewal.

Article 4 – Management Committee (if applicable)

- 4.1 For the implementation of this protocol, a dedicated Management Committee shall be established. The members of the Committee shall perform their duties on a voluntary and unpaid basis. Their role will include identifying the general themes of the collaboration, determining the initiatives to be carried out jointly, including aspects of communication and logistics, drafting the plan for each activity, monitoring its progress, identifying sources of funding, and assessing the outcomes achieved.
- 4.2 In addition to the Representatives identified in Article 3, the Management Committee shall consist of two representatives from the University and two representatives from XXX, appointed by their respective legal representatives.
- 4.3 Throughout the duration of this protocol, each Party may alter its representation within the Management Committee by providing written notice to the other Party.

Article 5 – Implementation Agreements (if applicable)

- 5.1 The operational arrangements for the collaboration outlined herein may, as necessary, be governed by specific implementation agreements, which shall be concluded in accordance with the terms of this Agreement and in full compliance with the applicable laws and regulations in force.
- 5.2 Any such implementation agreements shall regulate the terms under which the collaboration between the Parties will be conducted, detailing, in particular, the technical-scientific, organisational, managerial, and financial aspects. They shall also govern the use and ownership of the results stemming from the collaboration, and



include specific provisions regarding safety and the processing of personal data. Such agreements will further define the mutual relationships, roles, and responsibilities of the Parties with respect to said processing.

Article 6 – Charges Borne by the Parties

- 6.1 This Agreement does not entail any charges for the Parties. Any potential charges may be determined within the individual implementation agreements referred to in Article 5 above, which shall identify the organisational structure of each Party to which such charges will be attributed, subject to prior verification of the existence and availability of the corresponding funds.

Article 7 – Access to Facilities and Insurance Coverage

- 7.1 In pursuit of the objectives set out in this Agreement, the Parties agree to grant access to their respective facilities to employees and/or personnel of equivalent status involved in the activities, as well as access to any necessary equipment for the performance of teaching, research, and third mission activities. This access shall extend to relevant databases, archives, libraries, and any other resources deemed necessary to achieve the objectives outlined in Article 2 of this collaborative relationship.
- 7.2 The aforementioned personnel shall be required to adhere to the applicable disciplinary and health and safety regulations in effect at the facilities in which they operate.
- 7.3 Each Party undertakes to provide adequate insurance cover against personal injury sustained by its personnel, including students in the case of the University, in the course of the activities conducted under this Agreement. Each Party shall also ensure appropriate public liability insurance cover for third-party claims arising from such activities.

Article 8 – Health and Safety in the Workplace

- 8.1 In order to safeguard the health and safety of personnel engaged in the activities under this Agreement, the Parties hereby undertake, each within their respective areas of responsibility, to comply with the obligations imposed by the relevant legislation on health and safety in the workplace, in particular as set forth under Legislative Decree No. 81 of 9 April 2008.

Article 9 – Use of Parties Distinctive Signs

- 9.1 The logos of the Parties may be used solely in connection with the collaborative activities set forth in this Agreement, and only with the prior written consent of the Party to whom the logo belongs. This Agreement does not confer any rights to exploit the name, trademark, logo, or visual identity of the Parties for commercial, promotional, or advertising purposes.



- 9.2 The collaboration outlined in this Agreement does not grant either Party the right to use the logo, name, or any other distinctive sign of the other Party (including abbreviations) for advertising or promotional purposes, or for any other activity not expressly authorised herein.
- 9.3 In any event, each Party retains exclusive ownership of its respective name and logo. Accordingly, both Parties are expressly prohibited from using the name or logo of the other Party in any form or for any purpose without the prior written authorisation of the Party holding the rights to such name or logo.

Article 10 Duration and Renewals

- 10.1 This Agreement shall remain in force for a period of xxx years (with a maximum duration of 5 years) commencing from the date of its execution and may be renewed by mutual written agreement of the Parties, subject to formal approval.
- 10.2 Any subsequent implementation agreements arising from this Agreement shall be of a duration consistent with the overall term of this Agreement, save for the case of termination as set out in the following clause.
- 10.3 Either Party may terminate this Agreement by giving notice through certified electronic communication (PEC), subject to a minimum notice period of six months.
- 10.4 Notwithstanding the expiration of this Agreement, any implementation agreements that have been duly executed and remain outstanding at the time of such expiration shall continue to have full effect until their respective completion.

Article 11 – Confidentiality and Personal Data Protection

- 11.1 The Parties hereby mutually undertake to uphold strict confidentiality concerning any information, data, know-how, or other proprietary knowledge exchanged between them during the term or performance of this Agreement. Such confidentiality obligations shall remain in force except where disclosure is required by law, or pursuant to an administrative or judicial order, or with the prior express consent of the disclosing Party.
- 11.2 All personal data, as well as any technical, administrative, scientific, educational, or informational content obtained or exchanged by the Parties in the course of this Agreement, shall be treated as strictly confidential. The Parties shall refrain from using such data or information for any purpose other than those explicitly set out within the scope of this Agreement.
- 11.3 Any personal data exchanged or processed under this Agreement shall be handled solely for purposes directly related to the execution of this Agreement, in full compliance with Legislative Decree No. 196/2003, as amended, and the European General Data Protection Regulation (Regulation (EU) 2016/679, GDPR).



Article 12 - Code of Ethics, Organisational, Management, and Control Model pursuant to Legislative Decree No. 231/2001, and Compliance Policy

- 12.1 The Parties hereby declare that, upon the execution of this Agreement, they have each reviewed the other Party's respective Code of Ethics and Conduct, as published on their institutional websites. The Parties agree to comply with the ethical and behavioural principles enshrined therein for the entire duration of this Agreement and in relation to all activities associated with it. Furthermore, the Parties undertake to ensure that their employees, contractors, and any individuals involved in the execution of this Agreement are made fully aware of, and adhere strictly to, the principles contained in the said Codes. The Parties also commit to ensuring that the conduct of such individuals fully aligns with the principles of these Codes, and that such conduct does not undermine the image or the moral and material values upheld by the Parties in the course of their activities, particularly with regard to relations with third parties.

Article 13 – Dispute Resolution

- 13.1 The Parties undertake to resolve in good faith any dispute that may arise from the interpretation or execution of this Agreement through amicable negotiations.
- 13.2 In the event that the Parties are unable to reach a mutually satisfactory resolution, the Court of Rome shall have exclusive jurisdiction over any and all disputes relating to the validity, interpretation, execution, or termination of this Agreement.

Article 14 - Amendments

- 14.1 Any amendment, modification, or supplement to this Agreement shall be deemed valid and enforceable only if made in writing and duly signed by authorised representatives of both Parties.

Article 15 - Digital Signature, Registration, and Stamp Duty

- 15.1 This Agreement is executed by means of a digital signature in accordance with Article 15(2-bis) of Law No. 241 of 1990 (for private entities: in accordance with Article 24(2-bis) of Legislative Decree No. 82 of 2005) and shall be subject to registration upon occurrence of the applicable circumstances, at the initiative and expense of the Party requesting registration.
- 15.2 Any stamp duty, where applicable, shall be borne by the *private* Party to this Agreement.

Read, confirmed, and digitally signed

Rome



For Sapienza Università di Roma
Prof. Antonella Polimeni

Vice-Chancellor

For xxxxx

.....

Legal Representative