Guidelines for Conventions, Framework Agreements and Memorandum of Understanding Functional to the Pursuit of the Institutional Aims of the University

Point 1

Field

1.1 These Guidelines indicate the terms, methods and conditions for the stipulation of agreements between Sapienza [both through its central bodies and spending centers] and third parties (including public bodies) for the pursuit of its institutional aims, as defined by 'art. 1 of the Statute.

1.2 The agreements between Sapienza and third public bodies, subject of these Guidelines are subject to art. 15, l. 241/1990; therefore:

1. a) these agreements are aimed at regulating the realization of a public interest actually common to the participants, that the parties are obliged to pursue as their main task, taking into account their respective institutional goals;
2. b) any cash flows between the parties that sign the agreement must only be considered as a relief of expenses incurred and not as consideration.

1.3 In accordance with the provisions of § 1.2 above, the services exchanged between the administrations in the agreements in question do not interfere with the market and the related conditions of competition, and therefore do not constitute the acquisition or exchange of services that the market normally provides.

1.4 The related conditions of "non-interference" with the market must also exist for collaboration agreements between Sapienza and third parties that are to be signed in accordance with these Guidelines.

1.5 Are to be considered unrelated to these Guidelines:

a) agreements aimed at establishing Inter-University Centers pursuant to art. 91, D.P.R. n. 382/1980, for which reference is made to the Guidelines approved by the C.d.A. with resolution n. 225/2012;

b) agreements determining the participation of the University in Consortiums or other Participating Bodies (pursuant to Article 91 bis - D.P.R. 382/1980) for which reference should be made to the Guidelines on Consortiums and Participating Bodies approved by the Cd.A. with resolution D. n. 225/2012;
c) agreements concerning the initiatives referred to in the Spin-offs and Start-ups Regulations referred to in D.R. 2314/2015.

d) Agreements stipulated with Large Companies according to the standard scheme approved by the Board of Directors at the meeting of 17/11/2015 with resolution no. 368/15

4. e) agreements regarding the performance of services "on behalf of third parties", pursuant to art. 66, D.P.R. 382/1980, for which reference should be made to the Regulations for activities conducted under contracts and agreements on behalf of third parties (DR 4245/2015 of 28.12.2015);  
5. f) Framework Agreements between Sapienza and Public Research Institutions to allow full-time university professors and researchers to conduct research activities at a public body and to allow researchers of public research institutions to conduct teaching and research activities at a university;  
6. g) agreements stipulated for the functioning of the Study Programmes of the health professions courses whose standard scheme was approved by the SA on November 8th and 29th 2016 and by the Board of Directors on November 15th 2016; 
7. h) agreements stipulated for the expansion of the training network of health sector Specialization Schools, whose formats have been approved by the University Collective Bodies with resolutions no. 87/17, n. 201/17, n. 183/10, n. 310/17.  
8. i) Conventions for curricular internships and the Conventions for training and orientation internships (extracurricular) which are regulated by the respective Regulations.

1.6 The contracts stipulated for the acquisition of research and development services, including those referred to in art. 158, Legislative Decree. n. 50/2016 are also to be considered unrelated to these Guidelines.

1.7 Where the agreements covered by the present Guidelines contemplate negotiating activities aimed at the development and/or exploitation of patents owned by "La Sapienza" and/or the exploitation of the "Sapienza" logo trademark, for the relative regulation express reference is made to the Sapienza Regulation on Patents (DR 490/2009) and the Regulations for the use and granting of the "Sapienza" trademark/logo (DR 2449/2015).
Point 2  
- Kind of Agreements -

2.1 The agreements covered by these Guidelines ("Agreements") can be placed within the following types:

a) **Convention**: through which the parties intend to take immediate specific obligations without being required to implement the signing of further negotiation documents;

b) **Framework Agreement**: through which the parties, within a given scope, intend to regulate the times and methods of conclusion, as well as the conditions of future and possible relationships between them, to be activated through the stipulation of subsequent implementing agreements;

c) "Memorandum of Understanding" by which the parties express their interest in negotiating the conclusion of a Convention or a Framework Agreement, indicating the principles already agreed upon and/or the rules to follow.

Point 3  
- Procedure for stipulation -

3.1 In order to proceed with the stipulation of an Agreement or Memorandum of Understanding pursuant to these Guidelines, the proposer must provide the Research and Technology Transfer Support Area and/or other Areas potentially involved in the following information for the purpose to allow an adequate investigation:

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<td>(Interested professor/professors)</td>
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<td>IX – ACCESSORIES COMMITMENTS</td>
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<td>XI – ADDRESS AND MANAGEMENT COMMITTEES</td>
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3.2 The proposer must also submit to the appropriate offices the draft of the Agreement, drawn up in accordance with these Guidelines and the Regulations which are further applicable.

3.3 After having received the documentation and verified the completeness of the above data, the competent Area office, in agreement with the other Areas that may be interested in particular aspects, will provide its verification within the following 15 days

1. Just as an example, not exhaustive, a list of possible commitments:

   1. a) scouting of research areas of common priority interest;
   2. b) joint participation in research programs at various levels (regional, National, European and international);
   3. c) Financing of PhD scholarships, scholarships, research grants, fixed terms teaching or researcher assignments;
   4. d) collaboration in the development and promotion of activities of joint interest through international networks to which the University and the counterparty participate;
   5. e) Dissertation of theses, projects and graduation works, visits, educational internships and internships at the University's company offices for university students;
   6. f) joint planning of School of Advanced, University Masters Courses and continuing education in compliance with the current regulations in this area;
   7. g) organization of conferences, debates, seminars, testimonies and events for the dissemination of scientific culture;
   8. h) placement activities support;
   9. i) Other (specify)
of compliance with the draft Agreement submitted to the scope indicated in point 1 above with respect to the types of agreements indicated in point 2 and the reference structure provided, depending on the case, for each type of agreement in Points 4, 5 and 6.

3.4 Following this verification and appropriate sharing of possible additions with the proposer, the Agreement draft will be submitted to the approval of the Deliberating Bodies.

3.5 If, after 15 days from receipt of the evaluation, the proposer, in the view of the assessments of the office in charge, has not communicated its intention to reformulate or withdraw the proposal, the office will file the request.

3.6 In case of approval of the agreement proposal by the Deliberating Bodies, it will be the responsibility of the offices to submit the deed to be signed by the Rector and the Spokepersons of the other parties. The proponent will receive adequate communication of the stipulation.

3.7 The Agreements stipulated in accordance with these Guidelines are subject to registration on the Titulus system to be implemented, as the case may be, by the Homogeneous Organizational Unit or by the Homogeneous Administration Area within 30 (thirty) days from the stipulation.

Point 4
- Agreements -

4.1 The draft convention pursuant to paragraph 3.1 above - Part V must be drawn up taking into due consideration the structure of the agreement constituting Annex 1 to these Guidelines, in the case of an Agreement with a public body, or the structure of the Agreement constituting the Annex 2, if the agreement is with a private partner, except in the case of agreements with major companies for which reference should be made to Annex 3 of the Large Business Agreements, (approved by resolution n.368 / 15 of 17/11/2015 and not subject to approval of the OO.DD.);

4.2 Any discrepancies with respect to the aforementioned conventional structure
must be duly motivated;

4.3 The admissibility to the stipulation of a text of convention is in any case subject to the following conditions:

1. (i) clear delimitation of the object and indication of the common interests of the parties motivating the signing of the Agreement;
2. (ii) provision of the program of executive activities to be conducted;
3. (iii) provision of mechanisms for monitoring the effective progress of research activities and for submitting - with appropriate frequency with respect to the subject - of the interim and final results to a specific management committee, by drafting a short written report.

**Point 5**

- **Framework Agreements** -

5.1 The draft of a Framework Agreement prepared in accordance with § 3.1 - Part V must be drawn up taking into due consideration the structure of the framework agreement constituting Annex 4 to these Guidelines, justifying any differences with the same. If deemed appropriate, clauses belonging to the Agreement model may also be included in the Framework Agreement.

5.2 The eligibility for the conclusion of a Framework Agreement text is subject to the fulfillment of the conditions set forth in § 4.3, sub (i) and (ii), as well as the following:

1. a) provision of a planning of the contractual activities conducted in order to implement the relationship effectively;
2. b) indication in the Framework Agreement of the possible activities of the implementing agreements;
3. c) provision of a clause determining the termination of the Framework Agreement for the case of non-implementation within [...] months of conclusion.
**Point 6**  
*Implementation Agreements* –

6.1 The texts of the Implementing Agreements must be drawn up in coherent development of the Framework Agreement.

6.2 The Implementing Agreement must also, mutatis mutandis, respect the structure established in Point 4 for the Agreements.

6.3 The Implementing Agreements may be signed by the Director of the Expense Center and will be subject to registration on the Titulus system in Interoperability.

6.4 In the event that financial charges are charged to the expense center, the certificate of availability of funds must be acquired by the Chief Administrative Officer.

**Point 7**  
*Memorandums of Understanding* -

7.1 The memorandum of Understanding prepared in accordance with the previous § 3.1 - Part V must be drawn up taking into due consideration the structure of the memorandum of understanding constituting Annex 5 to these Guidelines, justifying any divergences with respect to the same.

7.2 The admissibility to the stipulation of a text of Memorandum of Understanding is subject to the following conditions:

1. a) indication of the scope of reference of the agreement and of the common interests of the parties that motivate the signing of the Memorandum of Understanding;
2. b) provision of a clause determining the complete termination of the agreement in the event of failure to stipulate an agreement or a framework agreement within the term of [...] months from the stipulation of the agreement;
3. c) provision of a clause that clarifies the non-binding nature of the Memorandum of Understanding, if not to negotiate pursuant to art. 1337 c.c.
**Point 8**  
- Tasks of the Spokesperson -

8.1 When implementing the Agreement signed, the spokesperson appointed by Sapienza will have to ensure correct monitoring, participate in the bodies set up during the negotiations, transmit all relevant documentation to the Research Support and Technology Transfer Area and/or to other Areas that may be involved as far as it is competent in the manner and within the terms identified in the Agreement.

**Point 9**  
- Renewal -

9.1 No later than three months before the deadline, the spokesperson indicated for the stipulated Agreement (or the person who has taken over the same position) will have to send to the Support Area for Research and Technology Transfer and/or to other Areas involved as far as reasoned competence proposing the renewal or termination of the Agreement, accompanied by a special report on the results achieved thanks to the agreement, based on the pursuit by Sapienza of its institutional purposes.

9.2 Once the renewal proposal has been received, the provisions of Article 3, §§ 3.4 to 3.5 will be applied.

9.3 In the event of a proposed termination, the Research and Technology Transfer Support Area will inform the other Parties.

**Point 10**  
Digital Signature and Repertory

10.1 All the Agreements, whether they are printed or in electronic format, must be digitally signed and registered on the document management system Titulus in a special repertory in Interoperability mode (see Note ARAI - Prot. No. 82647 - 15/12 / 2015).