

**FRAMEWORK AGREEMENT FOR CULTURAL AND SCIENTIFIC COOPERATION**

between

**UNIVERSITà DEGLI STUDI DI BERGAMO**

(Bergamo, Italy)

**and**

…………………………………………………..

(……………………………………)

Università degli Studi di Bergamo (henceforth the University of Bergamo), Tax code 80004350163, based in Bergamo, Via Salvecchio 19, represented by its *pro tempore* Chancellor, Prof. Remo Morzenti Pellegrini

**and**

……………University,……………………….., represented by its ……….Prof. …………..

**Considered that [to be adapted if necessary]:**

* cultural and scientific exchange is indispensable to academic institutions in order to develop their educational and research activities;
* for the above-stated purpose, it is necessary to promote and encourage direct cultural agreements between institutions of higher learning in different countries;
* the Department of…………..has submitted documentation as evidence of an existing cultural and scientific collaboration with the intent to further develop the relationship;
* the Statute of the University of Bergamo (article 2, subparagraphs 3, 6, and 8) allows the University in collaboration with other public or private entities, at a local, national and/or international level, to promote, organise and manage activities of common interest related to the institution’s mission and goals;
* the two institutions are mutually interested in cooperative research and education activities, also at Doctoral level, in the following areas:

[specify area of interest]

the aforementioned parties

**AGREE AND STIPULATE AS FOLLOWS**

**Article 1 – Purpose of the agreement**

The purpose of this agreement is the promotion of cooperation in the fields of teaching and research between the University of Bergamo and …………...

The following Department/s/Division/s/Service/s of the University of Bergamo will be involved in the developement of the above-mentioned cooperation:

* Department of...............................................

And University ......Divisions/Centres/Services..................................................

* Department of

Within such fields of common interest, the following forms of cooperation are envisaged according to the structural and financial resources of each partner:

**[to be adapted]**

* Student exchange programmes for the attendance of courses, internships, specialisations or other educational activities.
* Teaching, researchers and technical-administrative staff mobility, for the purpose of
  + promoting the organisation of seminars, lectures, conferences, colloquia and symposia;
  + performing joint research;
  + discussing experiences in areas of common interest.
* Consultations and exchanges conducive to teaching programmes, training modules and evaluation methods.
* Joint research initiatives.
* Exchange of bibliographic and scientific material (excluding copyrights) and/or information regarding the fields covered by this agreement and any other useful subject.
* Participation in international research networks or programmes.
* Organisation of joint seminars on topics of common interest.

The different exchange and mobility programmes mentioned in the present Framework Agreement (visitor’s length of stay and obligations, application selection procedure, detailed explanation of the fields for which the agreement is stipulated, etc.) will be described in specific arrangements to be agreed upon by the parties.

**Article 2 – Application of the agreement**

The cooperation specified in Art. 1 shall be inspired by the principle of reciprocity and may be developed through forms of collaboration planned jointly for each of the single projects involved, stating their objectives and means of implementation. Each project shall be regulated by a specific agreement duly signed by the parties concerned.

The present Agreement does not imply any legal or financial obligation on the part of the signees.

**Article 3 – Supervision of the agreement**

The implementation of this Agreement shall be supervised by:

* Prof. …………………… for the University of Bergamo
* Prof………………….…. for the University of ……………

**Article 4 – Duration of the agreement**

The present Agreement will become effective from the date of signature and will be valid for three/five years [adapt], unless written notice of intent to terminate the Agreement is given by one party to the other at least six months prior to the expiry. Termination of the Agreement will, nevertheless honour the conclusion of ongoing activities.

**Article 5 – Funding**

For the activities regulated by this Agreement, each party will raise adequate funds to cover its own costs.

**Article 6 – Insurance cover**

Participants in the activities of the present Agreement shall have both a health and accident insurance. Such insurance may be provided either by their home institution, according to its regulations, or arranged directly by the party concerned with an insurance agency stipulating a personal accident and health insurance policy to cover the above-mentioned risks.

The host university has no obligation to provide health and/or accident insurance to its foreign guests. However, the host university shall be liable for all damages caused unintentionally by the visiting staff to third parties including death, personal injury or damage to property that may occur while carrying out activities under the terms of this Agreement, hereby releasing the home university from any liability in this respect.

**Article 7 – Specific provisions**

In compliance with its statutes and regulations and within their capacities, each party shall ensure that the visiting staff from the other Partner University specified in this Agreement are given full assistance and support in the host’s country during the performance of their agreed duties.

The present agreement is drafted in both Italian and ……………[adapt – OR only in English if agreed upon by both parties]. Both versions will be equally valid. Each institution will receive an original copy in both languages.

Any controversies shall be referred to a panel of arbitrations consisting of one member appointed by each of the two parties and by one appointed jointly.

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| For the……… University  Legal representative:  Prof.    Date | For Università degli Studi di Bergamo  The Chancellor  Prof. Remo Morzenti Pellegrini  Date |