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di Milano - Bicocca  
Rep Contratti e Convenzioni - 3113/20  
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C. REGISTRO PROT: RP01



Bollo corrisposto in modo virtuale  
autorizzaz. n. 95995 del 23.12.02

**FRAMEWORK AGREEMENT FOR SCHOLARLY COLLABORATION**

**AND TEACHING SUPPORT**

**BETWEEN**

**The University of Rome, La Sapienza**, head office at Piazzale Aldo Moro 5, Rome

(C.F. 80209930587 - P.I. 02133771002 - Pec

protocollosapienza@cert.uniroma1.it), Rettrice pro tempore, Prof.ssa Antonella

Polimeni (henceforth "Università Sapienza")

**AND**

**The State University of Milan** (C.F. 80012650158 - P.I. 03064870151 - Pec

unimi@postecert.it), head office at via Festa del Perdono 7, Milan, Rettore pro

tempore, Prof. Elio Franzini, authorised to draw up the present document by the

University's organs of governance (henceforth "Unimi");

**AND**

**The University of Milan-Bicocca** (C.F. e P.I. 12621570154 - Pec

ateneo.bicocca@pec.unimib.it), head office at Piazza dell'Ateneo Nuovo n. 1, Milan,

Rettrice pro tempore, Prof.ssa Giovanna Iannantuoni (henceforth "Unimib");

**AND**

**The Chancellor Masters And Scholars Of The University of Oxford**,

administrative office at Wellington Square, Oxford, OX1 2JD, United Kingdom (Tel.

+44 1865 270000, Fax: +44 1865 270708), The Chair of the Faculty of Medieval and

Modern Languages, Prof.ssa Almut Suerbaum (henceforth "Uniox").

hereafter each of these universities is termed "the Party", and jointly "the Parties"

**BEARING IN MIND THAT**

- **Università Sapienza**, in accordance with its institutional duties, carries out the  
fundamental and primary functions of scholarly research and teaching; it promotes



and advances the international dimension of scholarship, teaching and higher research; it takes on every initiative in order to ensure that the exercise of the right to study is fully guaranteed, applying the principles of the Italian Constitution;

- **Unimi**, on the basis of its institutional duties, carries out teaching, research and development; promotes and participates in collaboration projects with public and private institutions, boards and individuals; draws up conventions and contracts relating to study, research and services, with public and private companies and businesses, national and international, belonging to the EU and foreign; it promotes and provides scholarly training and the dissemination of culture within institutional sectors;

- **Unimib** has as its aim the development of society by promoting the cultural and civic education of people, as well as the dissemination of a culture founded on the universal values of human rights, of peace, of international solidarity and of protection of the environment;

- **Uniox** has as its mission the advancement of learning by teaching and research and their dissemination by every possible means. The International Engagement Office provides support for international activities including drafting memoranda of understanding with international partners.

- Within the department of Modern Literature and Cultures of the Università Sapienza the Laboratorio Calvino is operational, a unit that began in 2018 and was developed around the Fondo Italo Calvino, and around the research project Calvino qui e altrove, with the aim of contributing to the furtherance of Calvino studies through promotion and coordination of the project in both a national and international context.

It collaborates with the Department of Literary, Philological and Linguistic Studies of the State University of Milan, and with the "Riccardo Massa" Department of Human



Sciences for Education at the University of Milan-Bicocca;

- the Parties are interested in implementing the already existing collaborative links relating to the study of Italo Calvino's work and, for that reason, they intend to draw up a Framework Agreement with the aim of setting up a lasting form of collaboration to carry out projects of common interest and to regulate future activities to be developed in synergy;

- the impossibility of reaching a precise identification of every single initiative which the collaboration between the Parties might develop suggests that they should draw up a contract that is a Framework Agreement, and base the governance of the individual activities on appropriate implementational conventions which will constitute an integral part of the present Framework Agreement.

Given the above,

**THE FOLLOWING IS AGREED AND STIPULATED**

**Art. 1 – Premises**

1. The above premises to the present Framework Agreement form an integral and substantial part of the Agreement.

**Art. 2 – Objective**

1. The Parties aim to develop and regulate the collaboration links that have as their aim the study of the work of the writer Italo Calvino, **in order to develop joint programmes of research and assessment of their outcomes, to carry out the reciprocal exchange of competencies in the area of teaching and training, as well as organising together programmes aimed at implementing the respective activities.**

2. By common agreement the Parties will jointly define the protocols for the work of implementation of the programme of study and research and will carry out the



assessment of the results of the programme itself. The programme has the following primary objectives: a) to enhance the knowledge and interpretation (critical, philological, cultural, as well in terms of the various editions of the writer's works) of the different aspects of the oeuvre and intellectual labours of Italo Calvino; b) to facilitate and develop communication, comparison and interaction between current strands of research both in Italy and internationally; c) to produce critical and bibliographical tools (in digital and other formats) for the study and dissemination of knowledge of the author.

3. The activities that are the aim of this collaboration will end with the preparation of a report drafted by the Parties on the results that have been achieved.

### **Art. 3 – Types of Collaboration**

1. The Parties agree that the collaboration consists in the promotion and coordinated development of research activities, as well as the promotion of teaching activities in the area of each university's degree courses, Masters courses and doctorates on the subject indicated in art. 2.

2. In particular, they agree to carry out the above-mentioned collaboration in the following ways:

- To keep each other informed periodically and reciprocally on current or future initiatives in the area of the activities mentioned in the present article;
- To examine every possibility for joint development of research projects and programmes, although decisional autonomy of each of the Parties will be maintained and within the limits of what can be related to the present Framework Agreement;
- To organize conferences, seminars, lectures, meetings on specific themes to be agreed by the Parties;
- To be available to participate jointly in regional, national and international



competitions to support projects emerging from the world of work and/or research, in order to apply for funding for specific projects of common interest;

- To make reciprocally available competencies for teaching in undergraduate courses, Specialist courses, research doctorates, Advanced and Masters courses;

- To promote within one's own structures the offer of internships for training, opportunities for the writing of theses, the organization of conferences, debates and seminars;

- To collaborate so that the competencies of graduates in the sectors concerned correspond as far as possible to the needs of the world of work;

- To make one's own structures accessible to students, teaching and research staff, in order to complete the academic and professional training of undergraduates and doctoral students in the specific sector, according to the actual circumstances;

3. The carrying out of teaching activities must take place respecting the university regulations that are in force in this subject.

#### **Art. 4 – Implementational Agreements**

1. For the carrying out of the activities mentioned in art. 3, the Parties will define, through the structures concerned, the sectors and specific forms of collaboration through the drafting of specific implementational agreements, which may be formulated also through an exchange of correspondence subject to its approval by the appropriate organs. While the arrangements envisaged by the present Framework Agreement will remain in place, as will the normative arrangements within the Parties, these implementational agreements will regulate each specific case in detail (including the respective commitments, the legitimacy of intellectual property rights, the length of the collaboration, the person responsible for each activity).

2. The activities of research and consultancy carried out prevalently by one of the



Parties but which envisage the participation of university personnel from the other Parties, will be regulated by specific contracts in conformity with the respective university regulations (for the University of Milan-Bicocca, there is the Regulation for research activity and valorisation issued with DR 4773/2018 on 27/9/18).

#### **Art. 5 – Financial Flows**

1. The current Framework Agreement does not involve flows of money to be borne by the Parties.

2. Any financial burdens, which are understood to be merely the reimbursement of expenses sustained by the Parties for the activities that are the aim of this Agreement, will be determined in the individual implementational agreements referred to in Article 4, which will identify the organisational structure(s) of each Party to which such burdens will be charged, following a check on the existence and availability of the corresponding funds.

#### **Art. 6 – Exchanges of Scholars and Researchers**

1. In the context of the needs of the cooperation indicated in art. 3, the Parties agree that each of them will be able to have as guests scholars, teachers and researchers from the other Parties, with the aim of examining in depth scholarly subjects that are of common interest, following on the drafting of specific implementational agreements.

#### **Art. 7 – Representatives**

1. In order to bring about the activities mentioned under art. 3, each of the Parties will designate one or more representatives whose duty is to define jointly with the others common lines of action and to check periodically whether they have been carried out:

- For Università Sapienza: Prof.ssa Laura Di Nicola of the Department of Modern Literature and Cultures;



• For Unimi: Prof. Bruno Falchetto of the Department of Literary, Philological and Linguistic Studies;

• For Unimib: Prof. Mario Barenghi, Full Professor in the "Riccardo Massa" Department of Human Sciences for Education;

• For Uniox: Prof. Martin McLaughlin, Professor Emeritus of Magdalen College, Oxford.

2. Any substitution of the person responsible for the collaboration in one of the Parties must be communicated to and approved by the other Parties.

#### **ART. 8 – Property and Dissemination of Results**

Any results obtained from the carrying out of the activities that are the object of the implementational agreements, as well as the forms of their dissemination, will be the object of appropriate regulation within the implementational agreements themselves.

#### **ART. 9 – Reciprocal Use of the Trademark, Name, Legal Prerogatives and of Other Material and Non-material Goods**

It is intended that the use of the name and/or logo of the contracting Parties must be governed by respecting Italy's Legal Code and its Code for Industrial Property, with the consent of the Party that has the exclusive right to it. For the avoidance of doubt, no Party shall use the trademark or logo of any other Party without the prior written consent of that Party.

#### **ART. 10 – Use of Information and Safeguarding Confidentiality**

The use of information exchanged by the subscribing Parties is subject to the obligation to quote the source of the information. The Parties commit themselves not to divulge to third parties data and outputs that are the object of the present convention without the prior agreement of the Parties themselves, except to the extent required by applicable law or regulations.



**ART. 11 – Health and Safety at Work**

Given the current rules on health and safety at work, in particular articles 2 and 26 of the D.Lgs. 81/08 and any later modifications to it, as well as the subsequent Regulations that apply, it is agreed that:

- before the start of any activity relating to the present Convention, the scholars responsible or the representatives for the present Convention will commit to communicating to their respective colleagues who are in charge of Services relating to Prevention and Protection the names, role and addresses of the personnel involved, as well as the date of the beginning of activities, specifying, where necessary and not made explicit in this Convention, in what area of activity they are involved;

- the Representatives will ensure they are organized in line with art. 26 in order to check where necessary reciprocal communication of the Document for Risk Assessment referred to in art. 28 of the D.Lgs. 81/08 and any later modifications to it, in relation to the subsequent carrying out of duties;

The host institution will in any case ensure:

- that they offer training in emergency matters and in the current emergency procedures in the places where the afore-mentioned persons will be working;

- that they provide information to incoming personnel regarding any specific risks present in the areas where such people will be located;

- that they supply any specific protection apparatus necessary for the areas and activities involved;

- that they guarantee due surveillance during such activities for the protection and safety of workers and students through people in charge of their own institution and of the specific areas of activity. The Parties undertake to ensure compliance with





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autorizzaz. n. 95936 del 23.12.02

the regulations regarding the containment and prevention of Covid-19 in the case of activities that must necessarily be carried out in person, not online.

#### **ART. 12 – Insurance Requirements**

The Parties guarantee insurance cover against accidents (by law) and for the civil liability of their own personnel employed in the activities that are referred to in the present convention.

The Parties can make use of external personnel who have been duly authorized for such activity. If such people are not covered by an appropriate insurance policy, their participation in the research programme can take place following the drafting of an appropriate insurance policy.

#### **Art. 13 – Length of the Agreement and Possibility of Termination**

1. The present Agreement will last for three years, starting from the date of its final signature and can be renewed for a period of the same duration if agreement is expressed by the Parties.

2. The Parties can withdraw at any time from the present Agreement, following the sending of an official email and with a notice period of at least three months, except for the commitments already taken on and activities still ongoing.

3. At the end of the agreement the Parties will draw up an assessment report on the collaboration and on the results obtained; in the case of a renewal agreement, they will also have to draw up a report on future objectives.

4. It is envisaged that activities still ongoing at the time of the ending of the Framework Agreement and/or when one of the Parties withdraws, will be completed.

5. When the present Framework Agreement comes to an end, or is no longer operative, each Party will be obliged to return all materials that are the exclusive property of the other Parties as well as those which have been acquired in carrying



out the activities and which bear just the other Party's logo.

#### **Art. 14 – Disputes**

1. The Parties agree to end amicably any dispute arising from the interpretation or execution of the present Framework Agreement.

2. Bearing in mind what is envisaged in the previous clause, for any dispute which might arise between the Parties relating to the interpretation, validity, efficacy, execution and ending of the present Framework Agreement will be governed by Italian law and the Tribunal of Milan (Foro di Milano) will be the exclusive arbiter.

#### **ART. 15 – Treatment of Personal Data**

Each Party will deal with personal data that relates to the present convention in order to pursue its objectives while respecting what is envisaged by the D.Lgs. 196/2003, by the Regulation of the European Union (UE) 2016/679 of the European Parliament, and of the Council of 27/04/2016, which relate to the protection of the physical persons with regard to the treatment of personal data and to the free circulation of such data, as well as what is envisaged by each Party's own Regulations. As far as the Universities are concerned, information on the treatment of personal data is available in the section "Ricerca" of the official website of Unimib dedicated to "Privacy" (<https://www.unimib.it/privacy>).

#### **Art. 16 – Taxation Regulations**

1. The present Framework Agreement governs relationships of scholarly and educational collaboration and, because of its nature, does not have financial aims.

2. This agreement shall be registered in case of use at a flat fee in accordance with Presidential Decree No. 131/1986. The expenses, if any, shall be borne by the party seeking registration.

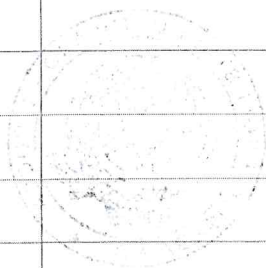
#### **Art. 17 – Binding / Non-binding Provisions**

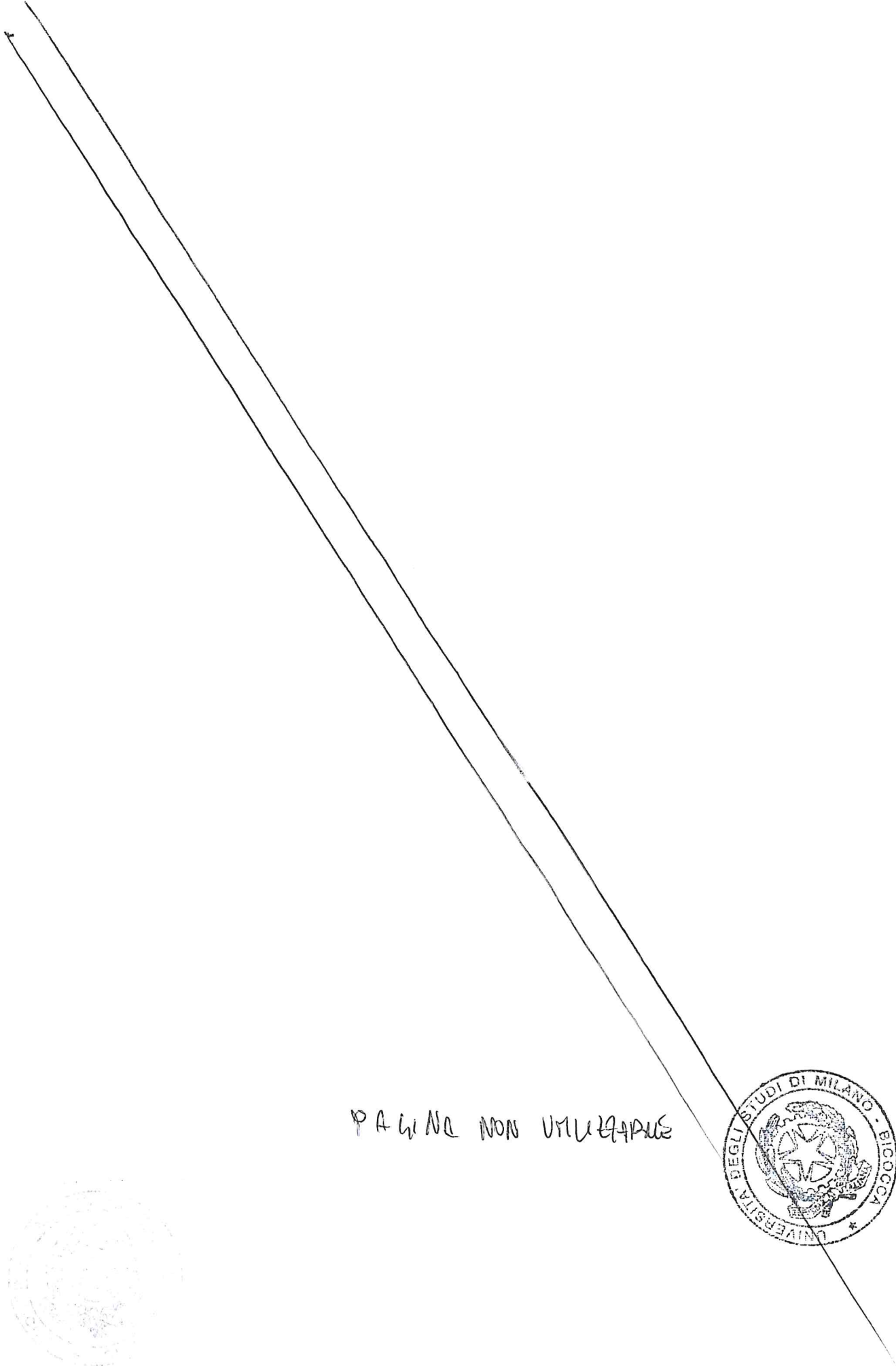


Notwithstanding Article 14 (Disputes), the Parties agree and acknowledge that this Framework Agreement, with the exception of this article 17 and articles 9 and 10, is not intended to create, whether by acceptance or otherwise, legal relations or any legally binding obligations between the Parties.

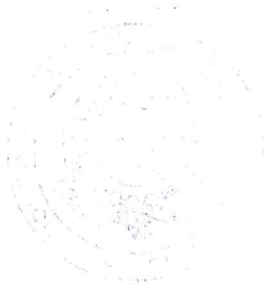
The contracting Parties approve, without any reservations and taken altogether, all the conditions of the present Framework Agreement. Furthermore, in accordance with article 1341 of the Italian Legal Code (Codice Civile), they declare that they approve in particular the conditions mentioned in article 14.

Read, approved





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**AND TEACHING SUPPORT**

Milan, *27.10.2021*

**FOR THE STATE UNIVERSITY OF MILAN**

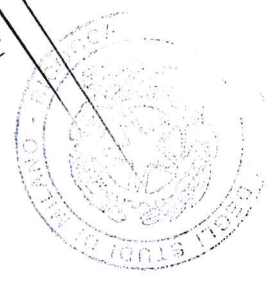
**Il Rettore**

Prof. Elio Franzini,

*Elio Franzini*



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**FRAMEWORK AGREEMENT FOR SCHOLARLY COLLABORATION  
AND TEACHING SUPPORT**

Milan, 10.12.2021

**FOR THE UNIVERSITY OF MILANO-BICOCCA**

**LA RETTRICE**

Prof.ssa Giovanna Iannantuoni



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**FRAMEWORK AGREEMENT FOR SCHOLARLY COLLABORATION**

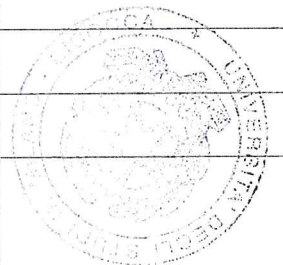
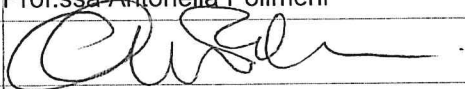
**AND TEACHING SUPPORT**

Rome, *M. 11. 2021*

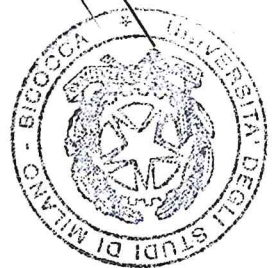
**FOR THE UNIVERSITY OF ROME, LA SAPIENZA**

**LA RETTRICE**

Prof.ssa Antonella Polimeni



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**FRAMEWORK AGREEMENT FOR SCHOLARLY COLLABORATION**

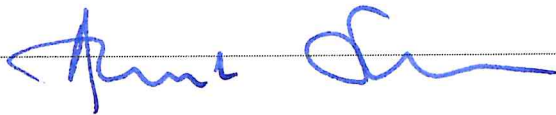
**AND TEACHING SUPPORT**

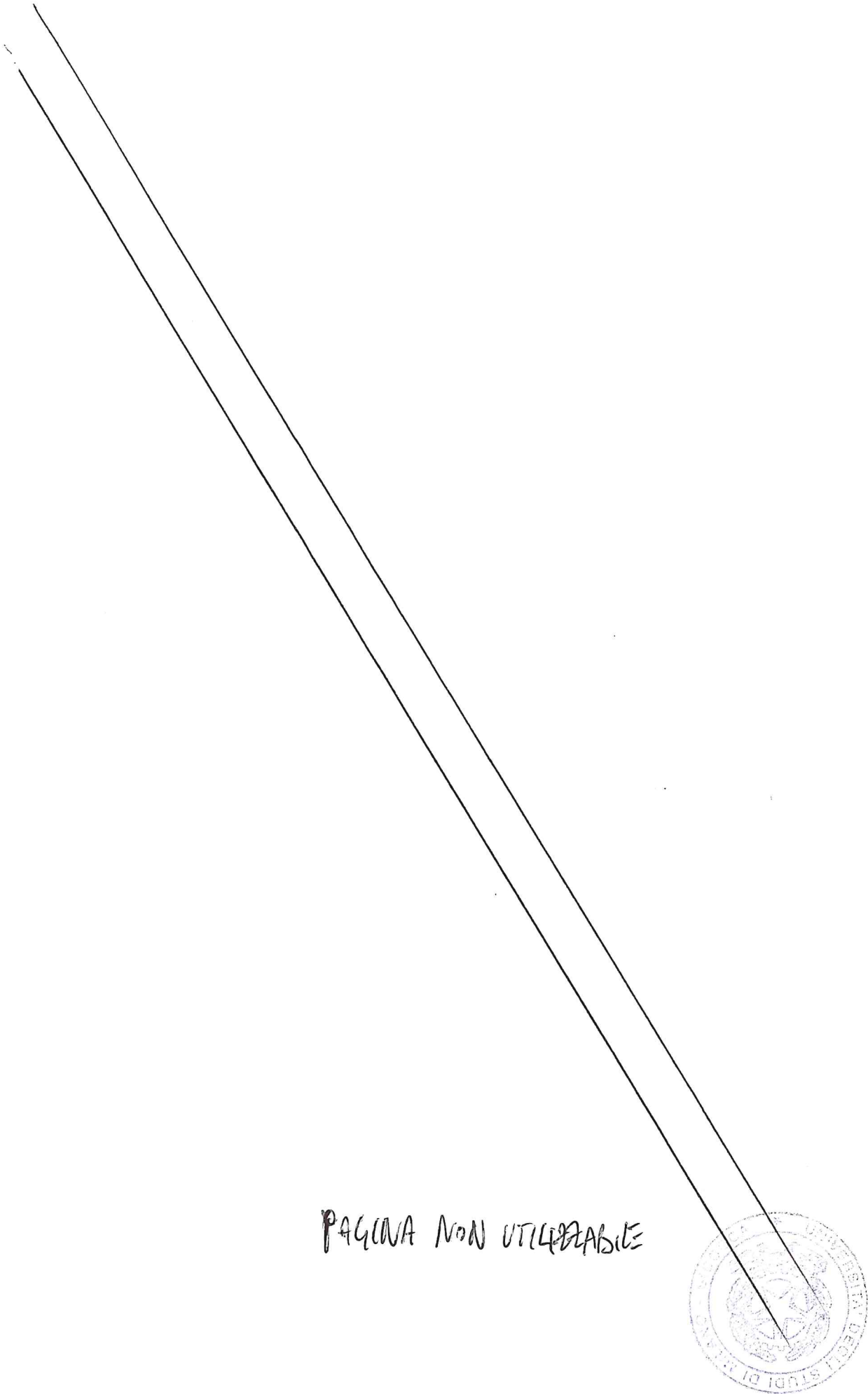
Oxford, *22.X.21*

**FOR THE CHANCELLOR MASTER AND SCHOLAR OF THE UNIVERSITY OF  
OXFORD**

**The Chair of the Faculty of Medieval and Modern Languages**

Prof.ssa Almut Suerbaum





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