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COOPERATION PROTOCOL

between

INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK di seguito anche "ICRANet", (C.F. 91080720682 - PEC icranet@pec.it), con sede in Piazza della Repubblica n.10 65122 PESCARA, in persona del **Prof. Remo Ruffini**, Direttore e legale rappresentante *pro tempore*, domiciliato ai fini del presente atto presso la sede della ICRANet.

and

UNIVERSITÀ DEGLI STUDI "G. d'ANNUNZIO" di Chieti-Pescara di seguito anche "Università", "Ateneo" o "Ud'A" (P. IVA 01335970693 - C.F. 93002750698 - PEC ateneo@pec.unich.it), con sede in via dei Vestini n.31 66100 CHIETI, in persona del Rettore **Prof. Liborio STUPPIA**, (munito dei poteri statutari necessari alla firma del presente protocollo d'intesa), domiciliato per la carica presso la sede dell'Ateneo.

The International Center for Relativistic Astrophysics Network (ICRANet), represented by its Director, Prof. Remo RUFFINI, and the University "G. d'Annunzio" of Chieti-Pescara (Ud'A), represented by its Rector, Prof. Liborio STUPPIA, agree to establish this Cooperation Protocol which is governed by the following clauses:

FIRST:

The main objectives of this Cooperation Protocol are to promote the development and dissemination of scientific and technological research in the fields of cosmology, gravitation and relativistic astrophysics between ICRANet and Ud'A.

SECOND:



The activities to be undertaken under this Cooperation Protocol will consist of joint actions involving one or more of the following items:

I – The institutional exchange of graduate, post-graduate students, researchers and faculty members of ICRANet and Ud'A;

II – The development of teaching and/or research activities related to the areas of expertise and interest of ICRANet and Ud'A;

III – The organization of symposia, seminars, conferences and short courses on topics and areas of expertise and interest of ICRANet and Ud'A;

IV – The promotion and support of technical-scientific and cultural events and activities open to the public;

V – The development of opportunities to form university teachers and researchers, by means of specialized advanced high-level courses in areas of interest and expertise of ICRANet and Ud'A;

VI –The organization of training and recycling courses and activities as well as the developing of inter-institutional research areas associated to local graduate programs;

VII –The promotion of joint publications;

VIII – Implementation of socially oriented activities through the academic extension;

IX – Exchange of information concerning teaching and research activities in both institutions signatory of this Cooperation Protocol;

X – Make applications to the international grant programs to promote joint research projects or implement mobility exchange programs.

THIRD:

The implementation of the activities envisaged by the contracting parties will be



specified by means of Work Plans relative to this Cooperation Protocol, to be signed by the contracting parties at the time of definition of common projects, areas of research and education, or any other activities of mutual interest.

FOURTH:

The institutions signatories of this Cooperation Protocol shall adopt, as a general principle, to the extent of their budgetary possibilities and in execution of specific agreements, the financing of academic actions carried out by this Cooperation Protocol. In the specific case of exchange of professional between the signatory institutions, the visiting institution shall endeavor efforts to cover transportation expenses of their students, professors and technicians while the hosting institution may cover their living expenses. To finance such expenses, participants must apply to granting agencies and other national or international institutions.

Students, professors, researchers and administrative staff taking part in exchange activities must have health insurance valid during those activities paid by the visiting part.

FIFTH:

When activities originating from this Cooperation Protocol result in products, improvements or innovations, subject to rights, both parties will establish - according to the law and to proper regulatory legislation, by means of specific Cooperation Protocol's and proportionally to the contribution of each institution - the conditions that will regulate property rights.

SIXTH:

The activities developed within the scope of this Cooperation Protocol will be carried by members of both parties, appointed by each institution, according to the nature of the activities in each project, the parties being allowed to rely upon the



support of external organizations.

An overall coordinator will be appointed for each of the signing Institutions in order to monitor and supervise the implementation and progress of programs and projects related to the present Cooperation Protocol and to establish plans for the future of this cooperation.

For Ud'A: Prof. Piero Di Carlo

For ICRANet: Prof. Jorge Armando Rueda Hernandez

The coordinators will meet at least once a year or by electronic means (such as e-conference), or through visits to partner institutions.

SEVENTH:

This Cooperation Protocol will be valid for 5 (five) years, starting from the date of its signature. It will be extended automatically for another 5 (five) years through an exchange of letters between the signatories.

EIGHTH:

This Cooperation Protocol may be canceled by either of the parties, by means of a notification at least 60 (sixty) days in advance - which may be waived if both parties come to a consensual agreement – being advisable, however, to attempt to ensure that ongoing activities are maintained.

NINTH:

Any necessary modification to the present Cooperation Protocol must be stated in Additional Terms that will be negotiated between the parties, without prejudice to ongoing activities.

In particular this Cooperation Protocol could be extended to other partnerships, through the express agreement of the parties through an Additional Term.

TENTH:



1. The Parties declare that they have read the respective Codes of Ethics and Conduct, as published on the respective institutional websites, whose ethical and behavioral principles they will comply with in the execution of this protocol.

2. ICRANet declares to have read and accepted the provisions contained in the three-year corruption prevention and transparency plan adopted by Ud'A and available on the University website.

3. Ud'A declares to have read and accepted the provisions contained in the three-year corruption prevention and transparency plan adopted by ICRANet.

4. Both Parties declare to respect and enforce the rules contained in the documents indicated above, as applicable, to their employees or third parties they may use in the execution of this Protocol.

ELEVENTH:

The Parties mutually undertake to process, conserve and safeguard in compliance with confidentiality the data and/or information, both on paper and electronically, relating to the performance of activities in any way attributable to this Agreement, in compliance to the measures and obligations imposed by EU Regulation 679/2016 (GDPR) and subsequent Legislative Decree n.101/2018.

The data processing is based, in particular, on the principles of correctness, lawfulness and transparency and takes place in compliance with the security measures provided for in art.32 of EU Regulation n.2016/679. For the purposes of the aforementioned legislation, the parties declare that the personal data provided with this Agreement are accurate and correspond to the truth, mutually exempting each other from any liability for material compilation errors or for errors resulting from inaccurate attribution of the data themselves in electronic and/or paper archives, without prejudice to the rights of the interested party referred to in articles 7-15-



16-17-18-19-20-21 and 22 of Regulation EU/2016/679 (GDPR).

TWELFTH:

1. The Parties undertake not to disclose externally any confidential data, news or information acquired following and in relation to the activities covered by this Agreement.

2. The results of the activities carried out jointly, even those susceptible to patenting, will be the property of ICRANet and the University, without prejudice to the fact that they will be able to use them freely within the scope of their institutional tasks.

3. The data used for study and experimentation activities cannot, however, be communicated to third parties unless previously agreed by the Parties themselves and, in the case of data provided by other public administrations, they cannot be communicated to third parties, in the absence of written authorization from the administration concerned.

4. The Parties mutually undertake to acknowledge, during public presentations of the results achieved or in the case of drafting and publication of documents of any type, that what has been achieved follows from the collaboration established with this Agreement.

THIRTEENTH:

This protocol is drawn up in two originals (one in English and one in Italian), digitally signed pursuant to Legislative Decree n.82/2005 and are subject to stamp duty from the outset pursuant to art.2, Tariff Part I of Presidential Decree 642/1972, acquitted virtually by the University "G. d' Annunzio" of Chieti-Pescara pursuant to art.15 of the Presidential Decree 642/1972 - Auth. prot. n.3843 of 31.1.2008.

This Agreement is subject to registration in case of use, pursuant to articles 5 and



39 of Presidential Decree n.131/86; the expense will be borne by the party who requests registration or who, through his own conduct, has determined it.

FOURTEENTH:

Pursuant to and for the purposes of this agreement, each Party elects domicile at its own email address activated with a certified email service having legal value pursuant to art.1, paragraph 1, letter n-ter Legislative Decree n.82 /2005 (Digital Administration Code - CAD).

The parties sign the cooperation protocol in two original copies in English and in Italian.

ICRANet PEC icranet@pec.it

Ud'A PEC ateneo@pec.unich.it

**Università degli Studi
"Gabriele d'Annunzio"
Il Rettore
Prof. Liborio STUPPIA
ex art.17 comma 2 lett. d)
dello Statuto**

**ICRANet
Il Direttore
Prof. Remo RUFFINI**

**Università degli Studi
"Gabriele d'Annunzio"

Prof. Piero DI CARLO**

**ICRANet
Faculty Professor
Prof. Jorge Armando
RUEDA HERNANDEZ**