



2574/15/24

COLLABORATIVE AGREEMENT FOR CULTURE AND SCIENCE & TECHNOLOGY BETWEEN THE UNIVERSITY OF MODENA AND REGGIO EMILIA (ITALY), MARCO BIAGI FOUNDATION (ITALY), AND KÁROLI GÁSPÁR UNIVERSITY OF THE REFORMED CHURCH IN HUNGARY

THE UNIVERSITY OF MODENA AND REGGIO EMILIA (UNIMORE), with its registered office in Modena (Italy), Via Università n.4, tax code/fiscal code and VAT No. 00427620364, represented by the pro – tempore Rector, Prof. Angelo Oreste Andrisano, officially authorized by the Administrative Board of the University at the meeting held on 22/07/2009

AND

MARCO BIAGI FOUNDATION with its registered office in Modena (Italy), in Largo Marco Biagi n. 10, fiscal code 94104140366 and VAT identification number 03111850362, represented by the Director Dr. Paola Reggiani Gelmini.

AND

KÁROLI GÁSPÁR UNIVERSITY OF THE REFORMED CHURCH IN HUNGARY, with its registered office in 1091 Budapest, Kálvin tér 9 tax code: 18060676-2-43 represented by Rector Prof. Dr. Péter Balla

whereas:

1. the mutual interest of the Parties in the development of scientific research and training of students, scientists and technicians;
2. the existing common scientific programmes;
3. the mutual willingness to extend the collaboration further;

agree on the collaboration programme specified in the following clauses:



ARTICLE 1 – AIM OF THE COLLABORATION PROGRAMME

All the Parties decide to develop common research projects and set up didactic and integrated training activities, and also arrange for the potential use of scientific and technical apparatus of mutual interest in the framework of a national, European and international financing.

ARTICLE 2 – COLLABORATION PROGRAMME TOPICS

In order to reach the aims of the agreement indicated under art.1, the Parties agree upon defining by specific protocols or letters of intent the aims of common interest to be pursued during the period of validity of the present act.

As regards the development of the activities indicated under art. 1, the agreement provides as an example:

- a) the development of common research projects;
- b) the interchange of teaching staff, researchers and technical staff;
- c) student mobility;
- d) mutual acceptance of scholarship holders and PhD students;
- e) the interchange of scientific documentation and publications and data transmission networks;
- f) the organisation of special conventions, seminars, and scientific meetings, arranged by mutual agreement.

ARTICLE 3 – FIELDS OF COOPERATION

Initially the collaboration will concern the fields of labour law. Therefore, Károli Gáspár University of the Reformed Church in Hungary entitles the Department of Labour Law and Social Security at its Faculty of Law to conduct direct negotiations with the representatives of the other Parties to this agreement in order to identify and elaborate concrete areas and forms of cooperation.

The collaboration will be successively extended to other sectors or structures of the contracting Parties, subject to an exchange of letters between the interested parties.



ARTICLE 4 - INTERCHANGE OF STAFF AND RELATED DUTIES

The Parties agree that, as far as expenses relating to the execution of the agreement are concerned, and as far as art. 2 is concerned, there are no financial obligations placed upon the Parties, nor on the Faculties and Departments carrying out the activities referred to in this agreement.

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed, the Parties will jointly own the technological and scientific results obtained within the present cooperation programme, in proportion to the efforts of each Party. They undertake to protect and exploit them, according to the industrial laws and regulations in force in all Parties.

ARTICLE 6 – DURATION

This agreement is to be considered valid for three years from the date on which it is signed and will be renewed by tacit agreement except where written notice of cancellation is made by one of the contracting Party to the other Parties at least three months prior to expire.

This agreement may be amended according to a written consent among the Parties to this agreement.

ARTICLE 7 - HEALTH AND LIABILITY INSURANCE

All Parties acknowledge the need for securing a proper health insurance and a liability insurance concerning potential damages caused by participants of exchange programmes at the premises of the host institution. Insurance policies can be provided by either the participant of the exchange programme or by the sending institution, depending on the internal arrangements of the sending institution.



Unimore declares to have appropriate insurance cover against liability for personal injury and material damage for which it is held liable. The participant of the exchange programme should be covered by adequate health insurance in accordance with the law in force in the host country.

ARTICLE 8 – OBLIGATIONS IN THE EVENT OF AN ACCIDENT

In the event of an accident occurring during the performance of the activities referred to in this contract, each Party undertakes to notify the other Parties immediately about the incident (indicating the relevant policy number) so as to enable the latter to make the necessary declaration according to the provisions set down by law or by the insurance contract.

It is understood that the existence of the said policies does not prejudice the right to commence any legal proceedings for liability, damages and compensation against third parties.

ARTICLE 9 – HEALTH AND SAFETY IN THE WORKPLACE

It is the duty of the host institution to treat and consider visiting staff to that institution in the same manner as its own staff, and thus visiting staff will benefit from exactly the same safeguards and information, in line with the role assumed in the host institution.

ARTICLE 10 – DISPUTES

The Parties undertake to resolve amicably and in the spirit of compromise, any dispute arising from this agreement.

In the event that the Parties are unable to reach agreement, it is agreed that any dispute arising between the contracting Parties, relating to the interpretation, execution and resolution of this agreement, will be referred to a standard Arbitration Board which will decide the matter in accordance with the law.



ARTICLE 11 – EXPENSES

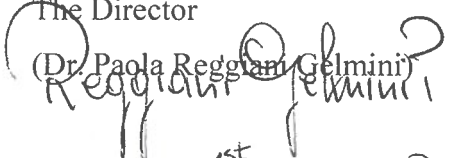
Each Party will pay any duty under this contract eventually provided for by law of their country of origin.

This agreement consists of six (6) written pages at this point.

UNIVERSITY OF MODENA AND REGGIO EMILIA



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The Rector
(Prof. Angelo Oreste Andrisano)

MARCO BIAGI FOUNDATION

.....
The Director
(Dr. Paola Reggiani Gelmini)

.....
Modena, the 1st day of December 2015



KÁROLI GÁSPÁR UNIVERSITY OF THE REFORMED CHURCH IN HUNGARY



.....
The Rector
(Prof. Dr. Péter Balla)
Budapest, the 17th day of November 2015



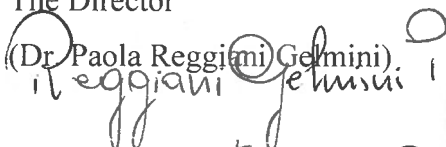


The undersigned hereby specifically accept the provisions contained in articles 5 (Intellectual Property Rights), 6 (Duration), 7 (Health and Liability Insurance), 8 (Obligations in the event of an accident), 9 (Health and safety in the workplace), 10 (Disputes), 11 (Expenses).

UNIVERSITY OF MODENA AND REGGIO EMILIA



 The Rector
 (Prof. Angelo Oreste Andrisano)

MARCO BIAGI FOUNDATION

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 The Director
 (Dr. Paola Reggiani Gelmini)

 Modena, the 1st day of December 2015



KÁROLI GÁSPÁR UNIVERSITY OF THE REFORMED CHURCH IN HUNGARY


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