

Memorandum of Understanding (MoU)

between

Università Iuav di Venezia

and

École Nationale Supérieure d'Architecture de Versailles (ENSA-V)

Between

Università Iuav di Venezia, hereinafter "Iuav", tax code 80009280274, VAT 00708670278, represented by the rector pro tempore prof. Alberto Ferlenga born in Castiglione delle Stiviere on April 17th, 1954, domiciled for the office at the Università Iuav di Venezia – Santa Croce, 191-30135 Venice, legitimized for the signing of this act by by deliberation of the Academic Senate on 13/6/2018, and deliberation of the Board of Directors on 27/6/2018.

And

École Nationale Supérieure d'Architecture de Versailles (ENSA-V), hereinafter "the National School of Architecture of Versailles (ENSA-V)" - intra-Community VAT FR4019780412300010, Represented by the Director prof. Jean-Christophe Quinton, born in Laval on June 3rd, 1972, domiciled for the office at the École nationale supérieure d'architecture de Versailles – 5, avenue de Sceaux - BP 20674 - 78006 Versailles Cedex, legitimized for the signing of this Act

Both Iuav and the National School of Architecture of Versailles (ENSA-V) shall also be collectively referred to as "Parties" or individually as "Party".

WHEREAS:

- Iuav that, pursuant to article 6, paragraph 2 of the Statute, in the exercise of its functional autonomy, can promote, organize and manage in collaboration with other public and private actors operating at local, national, supranational and international, activities of common interest in fields related to its institutional purposes;
- Iuav, whose activity is institutionally devoted to teaching, training and research on the disciplines of Architecture, Urban Planning, Physical Planning, Restoration, Arts, Theatre and Design, is a qualified research and training center with specific expertise in the field of 20th century heritage, also with regard to the network of relationships with numerous Italian and international specialized organizations, with whom Iuav maintains collaborative relationships in research, teaching, internships and other activities related to the primary functions of the University;
- The National School of Architecture of Versailles (ENSA-V) is an administrative public institution of higher education, placed under the authority of the Ministry of Culture and Communication. It is one of the twenty public schools which provide in France a higher education of architecture. The Laboratory of the School of Architecture of Versailles (LéaV) is the research unit of the ENSA-V. It contributes to the elaboration of its scientific policy and ensures the link between the research and the training courses of ENSA-V. It contributes to the creation, dissemination and use enhancing knowledge, as well as research training through research (Master and Doctorate);
- The National School of Architecture of Versailles (ENSA-V) and Iuav possess a scientific expertise in the field of preservation and restoration of architecture.

IT IS HEREBY AGREED AS FOLLOWS:

article 1 – purpose

Iuav and The National School of Architecture of Versailles (ENSA-V) recognize the value of activating forms of cooperation in order to develop and promote research in 20th century cultural heritage.

article 2 – forms of collaboration

The purposes indicated in the previous article may be followed through various forms of collaborative activities, including:

- Exchanges between researchers, teachers and students;
- European projects, drafting and submission;
- Tests on materials and procedures for the preservation of cultural heritage;
- Research and publications in the field of conservation of 20th century cultural heritage.

article 3 – commitment and economic aspects

1. Each Party will be responsible for its own costs in connection with all matters relating to collaboration under this MoU.

2. The collaborative activities in the previous article may be implemented through separate and specific implementing agreements, in which specific mention must be made to the present MoU, setting out each Party's contributions, deliverables and budgets. The agreements also govern, by way of example and not exhaustively, the terms and conditions of their commitments for the use of the premises (buildings), including security and the allocation of costs between the parties relating to the activities to be carried out under those agreements.

Article 4 – insurance

1. The participants in the activities referred to in art. 2 of the present MoU, must be insured in the exercise of the above activities, for risks deriving from accidents and civil liability for damage to third parties by relieving the Host Party from any liability.

2. Participants must also have suitable insurance coverage related to health and hospitalization expenses according to the rules of the host country. For specific needs related to insurance coverage, supplementary agreements may be stipulated.

article 5 – scientific officers contacts

1. The National School of Architecture of Versailles (ENSA-V) identified as responsible for the implementation of this MoU prof. Annalisa Viati Navone.

luav identified as responsible for the implementation of this agreement prof. Paolo Faccio.

2. It is the responsibility of the two scientific directors to identify the activities to be implemented under this MoU and scientific processing of the specific agreements referred to in article 3.2.

The two scientific leaders may produce annually a list of activities to be developed under this MoU, which shall communicate to the partner organizations.

article 6 – confidentiality

1. For "Confidential Information" is to be meant all information, data, reports, research, know-how, formulae, processes, technology, analyses, notes, interpretations, forecasts, records, documents, agreements, methods, procedures, inventions, or ideas which are proprietary to a party, which are not generally available to the public.

2. The Parties undertake to ensure for themselves and for their staff, strict confidentiality regarding the Confidential Information, which comes to their knowledge in the performance of common tasks, not disclosing it to third parties and using it only for the achievement of the purposes covered by this MoU, to refrain from any action which might harm the patentability of these results.

3. If either of the parties wishes to disclose Confidential Information to any third party, the party intending to disclose must obtain prior consent from the other Party before any disclosure can be made.

Article 7 – intellectual property

1. Each Party shall remain the owner of all knowledge and intellectual property acquired before the entry into force of this memorandum of understanding and will be free to use or disclose in its sole discretion. Nothing in this memorandum of understanding shall be interpreted as granting or transferring – whether expressed or implied – of any right, title or interest in the license, as well as any knowledge or intellectual property rights of a party, developed outside of any special agreement.

2. Accordingly, the production, publication and distribution of articles and other works generated by programs undertaken under this MoU will take place after a written agreement between the parties.

The parties agree to seek the maximum possible protection in compliance with the laws of France and Italy, about the intellectual property generated by common research projects. The assignment of intellectual property will be agreed on a case-by-case basis in fair and reasonable terms; where possible, the individual preventive agreements will identify, on a case-by-case basis, the general criteria for regulating the attribution of property and identifying the criteria for exploitation.

Any patent rights and costs related to the actions necessary to protect intellectual property will be defined in the specific implementing agreements between the Parties.

3. In any publication or writing relating to the materials developed during the joint activities explicit reference should be made to this Memorandum of Understanding and the eventual specific implementing agreements pursuant to Article 3.

article 8 – use of promotional material and use of logos

1. Neither Party will use the other Party's name, or any name that is likely to suggest that it is related to the other Party, in any advertising, promotion or sales literature without first obtaining the express written consent of the other Party.

Article 9 – non-discrimination

1. The Parties shall not discriminate against any person based on national or ethnic origin, colour, religion, political opinions, age, gender, sexual orientation, marital or familiar status, disability.

Article 10 – duration

1.This memorandum of understanding has a validity of 3 (three) years from the signing of the same and cannot be in any case automatically renewed, unless explicit declaration of all parties.

article 11 – disputes

1.Any dispute shall be settled amicably by consultation or negotiation between the Parties. In the event that an agreement can not be reached, dispute resolution shall be devolved exclusively to an arbitration panel composed of a member designated by each party and a member chosen by mutual agreement.

2.The Parties shall share equally all expenses incurred in appointing the member chosen by mutual agreement.

article 12 – privacy

1.The parties agree that the personal data collected in connection with this Memorandum of Understanding are processed exclusively for the purposes of this Memorandum of Understanding.

article 13 – registration

1.The registration of this memorandum of understanding will be made only in case of use, in accordance with current legislation. All related expenses, including stamp duty, shall be borne by the party requesting the recording.

Article 14 – notices

1.This MoU is independent of any previous MoU between luav and The National School of Architecture of Versailles (ENSA-V)

This MoU may be renewed by a written request authorised by the respective Parties.

Article 15 - liaison offices

1.The offices in charge of the execution and possible amendment or extension of this MoU are :

École Nationale Supérieure d'Architecture de Versailles (ENSA-V) Università Iuav di Venezia

5, avenue de Sceaux – BP 20674

78000 Versailles cédex

Ph. : + 33 (0)1 39 07 40 41

Email : jean-christophe.quinton@versailles.archi.fr

Servizio di Staff del rettore

Tolentini 191 – S. Croce

I – 30135 Venezia

Ph.: +39 041 2571750

Email: rettorato@iuav.it

The present Memorandum of Understanding will be executed in two original copies in English.

The present Memorandum of Understanding is signed by :

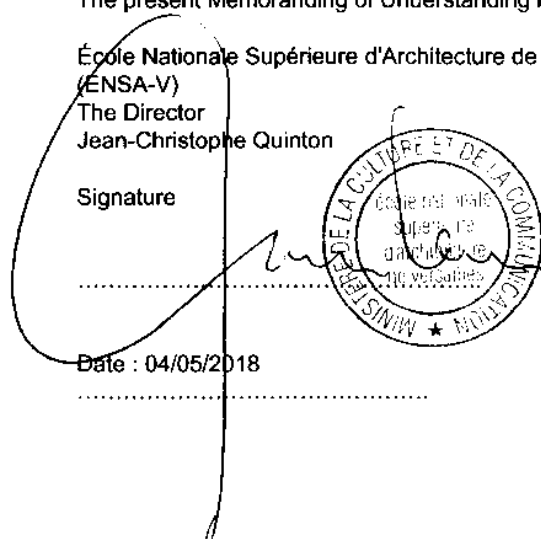
École Nationale Supérieure d'Architecture de Versailles (ENSA-V) Università Iuav di Venezia

The Director
Jean-Christophe Quinton

The Rector
Alberto Ferlenga

Signature

Signature



Date : 04/05/2018

Date