



UNIVERSITY OF
LINCOLN

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF LINCOLN

AND

ISTITUTO STORICO DELLA RESISTENZA E
DELL'ETÀ CONTEMPORANEA DI PISTOIA

RELATING TO
FUTURE COLLABORATIVE WORKING

THIS AGREEMENT is made on

BETWEEN:-

- **UNIVERSITY OF LINCOLN** of Brayford Pool, Lincoln, Lincolnshire, United Kingdom LN6 7TS ("UOL"); and

(2) **ISTITUTO STORICO DELLA RESISTENZA E DELL'ETÀ CONTEMPORANEA DI PISTOIA**, registred address Piazza San Leone 1 5 - 1100 Pistoia Italy, address Viale Petrocchi, 159 51100 Pistoia Italy ("ISRPT").

Each a "Party" and together the "Parties".

WHEREAS:-

- (A) UOL is involved in a project to create a digital archive for the International Bomber Command Centre (IBCCDA) and ISRPT is a publicly recognised body whose core mission is to foster research and public engagement on the history of Resistance in the Pistoia region, preserve library and archival materials relevant to that period, and acts as a training provider for schoolteachers.
- (B) The Parties have an interest in further research and collaborative activities with each other.
- (C) The Parties wish to formalise a relationship to facilitate future collaborative working.
- (B) This Memorandum of Understanding sets out the basic principles and governance of the relationship between the Parties.

IT IS AGREED as follows:-

- **FUTURE COLLABORATIVE WORKING**
 - The Parties agree to use their reasonable endeavours to work in collaboration on future opportunities including, but not limited to, joint research or funding bids, shared research lines and co-authored papers and possible opportunities for student and staff exchange.
 - Opportunities for collaborative working between the Parties shall be reviewed and considered on a case by case basis and the Parties may choose to either execute the collaborate works or decline to participate.
 - Where appropriate, separate agreements will be entered into to govern specific activities.
- **Term and Termination**

- The term of this Memorandum of Understanding shall run until it is terminated by either Party. Termination can be actioned by either Party following 30 day's written notice to the other.
- **Confidentiality & Publication**
 - Each Party will use its reasonable endeavours not to disclose to any third party any confidential information of the other Party nor use it for any other purpose except as expressly permitted by the other Party.
 - In accordance with normal academic practice, all students, employees, agents or appointees of a Party shall be permitted to publish details of any collaborative work or use such details to form part of internal teachings, seminars or research activities.
 - Each Party ("Publishing Party") agrees to share with the other Party ("Reviewing Party") a copy of any planned publications at least 30 days before submission to allow for its review. The Reviewing Party may request amendments to the planned publication or a suitable delay in order to arrange appropriate protection of intellectual property.
 - The Parties hereby agree to suitably acknowledge the other in any publications or literature which results from their collaborative activities, for this purpose, the Parties also grant each other the use of their respective logos.
- **Intellectual Property**
 - Ownership of any existing intellectual property used in any collaboration between the Parties shall remain with the introducing party.
 - Where intellectual property is created by any collaboration, and in the absence of a formal agreement;
 - the Parties shall negotiate in good faith to apportion ownership based on the contribution of each Party.
 - in the event that any aspect of the collaboration is capable of commercial exploitation, the Parties agree to cooperate to aid exploitation and share the proceeds of the exploitation in a manner that reflects each Party's expertise and financial input.
- **Dispute Resolution**
 - For any disputes, the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party before attempting to settle by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- **General**
 - This Memorandum of Understanding shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Memorandum of Understanding.

- Nothing in this Memorandum of Understanding shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principle and agent.
- **Notices**
 - Any notice or other communication pursuant to or made under or in connection with the matters contemplated by this Memorandum of Understanding shall be in writing and delivered to the following;
 - For UOL

Contact: Andrew Stevenson – Director (Research & Enterprise)
Address: Brayford Pool, Lincoln, Lincolnshire, LN6 7TS
Email: astevenson@lincoln.ac.uk

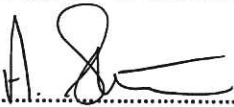
- For ISRPT

Contact: Matteo Grasso - Director
Address: Viale Petrocchi 159
51100 Pistoia
Italy
Email: ispresistenza@tiscali.it

EXECUTED as a MEMORANDUM OF UNDERSTANDING:-

SIGNED

for and on behalf of
UNIVERSITY OF LINCOLN




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Name: Andrew Stevenson
Title: Director, Research & Enterprise
Date: 21-01-2019

SIGNED

for and on behalf of
ISRPT



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Name: Roberto Barontini
Title: President
Date: 21-01-2019