



## AGREEMENT BETWEEN THE INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK (ICRANet) AND UNIVERSITY OF ROME “LA SAPIENZA”

- Given that the Universities are the main Center for the National scientific research and which is their duty to elaborate and transmit the scientific knowledge, also promoting ways of collaboration with non-university Institutes of research, financed, totally or partially, by the Government or by Bodies responsible for public research funding;
- Given that the starting by 1985 The International Center for Relativistic Astrophysics (ICRA) is hosted by the premises of the Physics Department of the University “La Sapienza” of Rome, whose Members are The University of Rome “La Sapienza” itself; the Space Telescope Institute of Baltimore (USA); the International Center for Theoretical Physics (ICTP) in Trieste; the Third World Academy of Science (TWAS) in Trieste; the Vatican Observatory in Castelgandolfo (Vatican City State); the Stanford University in California (USA); the Washington University in Seattle (USA); the University of Hefei (Popular Republic of China);
- Given that ICRA has obtained the recognition of legal personality by Ministerial Decree 22 November 1991, registered at the Court of Auditors July 24, 1992, register no. 12 Universities and research, page no, 256;
- Given that the ICRANet, pursuant to Law n. 31 of 10 February 2005 published in the G.U. n. 53 of 5 March 2005, is a research body having legal personality under public international law, whose founding members, in addition to the Republic of Armenia, the Italian Republic and the State of Vatican City, are the University of Arizona and Stanford University in the U.S. and ICRA in Italy, and that 12 September 2005, the Republic of Brazil was accepted as a member of ICRANet;
- Given that the ICRANet, under Articles 1 and 3 of its Statute, has the duty to promote and carry out research activities at national and international level in relativistic astrophysics and the study of fundamental physical interactions, with applications in observations and experiments developed in space, on Earth and in underground laboratories, and also to promote technological development and cooperation and exchanges in these subjects with national and international scientific institutes;
- Given that ICRANet, pursuant to art. 3 of its Statute, also carries out training activities in the various mentioned subjects, providing for the organization and management of PhD schools and post-doctoral research, seminars, conferences and other activities of educational and informative support;
- Given that ICRANet under art. 3 of its Statute, expects a development of new levels of electronic communication among the Research Centers, as well as the scientific cooperation and technology transfer to industry;



- Given that ICRANet co-finance the International Relativistic Astrophysics PhD Program (IRAP-PhD), whose Members are the Albert Einstein Institute - Potsdam, Freie Universität Berlin, Observatoire de la Côte d'Azur, Tartu Observatory, University of Ferrara, University of Rome "La Sapienza", Stockholm University, Université de Nice-Sophia-Antipolis, Université de Savoie and whose Statute was signed by the respective Rectors;
- Considered that the activities of the University of Rome "La Sapienza" in the field of relativistic astrophysics, astroparticle physics and fundamental interactions, as well as research and technological development necessary for the work in these topics of research, take place mainly in the Department of Physics;
- recognized, both by the University and ICRANet, the interest of the presence of an ICRANet seat within the Department, in order to ensure to the university activities the high contribution of advanced scientific research carried on by ICRANet and also to promote their coordination with the activities of the Department;
- Taking into account that ICRANet is committed to maintain its seats at the highest scientific and technical level, compatibly with the financial means at its disposal, promoting the development of the equipments and assuring their operational efficiency;
- Considering that it is considered of interest to the University the experimental and theoretical research in the area of relativistic astrophysics, astroparticle physics and fundamental interactions, as well as the research and technological development necessary to the activities to be developed in these fields, which takes place in its scope with the contribution of ICRANet for the implementation of research at the local Seats, the Headquarter in Pescara and the associated locations at the Vatican City State, the Republic of Armenia, the Republic of Brazil and the University of Arizona and Stanford in the U.S.;
- Taking into account that ICRANet aims to encourage the promotion and development of educational activities through actions addressed to support and strengthen, especially with regard to the doctoral research programs at the Department of Physics, and contribute to the training of highly qualified professionals through its support to the university degree courses, specialization courses, schools of specialization and masterclass, and that such actions will be consented by the use of its own resources and laboratories, and by the acquisition of resources on national, international and EU programs;
- Considering the Presidential Decree n. 382/80 and subsequent amendments and additions;



**BETWEEN**

the University of Rome "La Sapienza" Rome-based IN Piazzale Aldo Moro 5, CF n.80209930587, VAT n.02133771002 legally represented by Rector pro-tempore Prof. Luigi Frati, (hereinafter referred to as the University

**AND**

The International Network of Centres for Relativistic Astrophysics (hereinafter called "ICRANet") legally represented by its Director Prof. Remo Ruffini, born in La Brigue (France) 17.05.1942, as authorized by resolution of the Steering Committee on 23.05.2006,

**IT IS AGREED WHAT FOLLOWS:**

**ART. 1**

1.1 The University hosts the local Section of ICRANet (hereinafter called Section) at its Department of Physics in the ways specified in the present Agreement;

**ART. 2**

2.1 - The persons responsible for the implementation of the present Agreement are the Director of the Department of Physics and the Director of ICRANet;

**ART. 3**

3.1 - The annual program of research of the Section are approved and financed by the Governing Bodies of ICRANet, after consulting the Director of the Department in line with the availability of personnel, equipment and premises in accordance with the following articles 5 and 6. The responsibility for their implementation is entrusted to the Director of ICRANet.



#### **ART. 4**

4.1 - The Director of ICRANet annually communicates to the Director of the Department the research programs approved and financed by ICRANet which will be held within the Department.

4.2 - If the Department or the University decide to implement, with their own staff and funds, research plans and to organize workshops or centers dedicated to develop activities related to the institutional aims of ICRANet, they will notify the Section, within the framework of this Convention, in order to discuss about possible common works.

#### **ART. 5**

5.1 - The Department allows the Section to use some premises located inside the Building "G. Marconi ", covering an area of 104 mq., as shown in the attached plan.

5.2 - Any change to Annex n. 3 shall be adopted in accordance with the requirements of the Section and the Department prior agreement between the two Directors.

5.3 - The ICRANet will provide the mentioned premises, referred to in Annex no. 3, with the necessary insurance coverage for the risk of fire and theft for their goods, as well as insurance coverage for liability risks.

#### **ART. 6**

6.1 – ICRANet, in order to encourage the development of the research, allows the Department, after agreement with its Director and compatibly with its research needs, the free use of its scientific and technical equipment and its local, national and international technical service.

6.2 - The Director of the Department, compatibly with the teaching and research needs of the Department, allows the Section to use its scientific and technical equipment, technical services, furnishings, equipment and premises of the Department itself.

6.3 - The technical services and the technical and scientific equipment of ICRANet made available to the Department are indicated in Appendix n. 1.

6.4 - The technical services and the technical and scientific equipment of ICRANet made available to the Department are indicated in Appendix n. 2.

6.5 - Any change to the Annexes n. 1 and 2 will be adopted in accordance with the requirements of the Section and the Department prior agreement between the Directors.



6.6 – In case ICRANet will consider appropriate, for the development of its own programs, the installation at the University of important new research tools or instruments of high scientific and technological relevance, the Parties shall consult and discuss possible joint implementation of new initiatives, and in any case upon the agreement of the Department Council.

6.7 - The requirements related to the structural measures, the upgrading and maintenance needed to ensure, in accordance with current regulations, the security of the infrastructure and related facilities assigned to ICRANet for its use, shall be absolved by the University. On the other side, ICRANet will cover the obligations related to the functional upgrading of the premises, upon agreement of the University.

These interventions are considered absolved by the Director of ICRANet with the request of their execution to the pertinent University authority (Legislative Decree n. N. 242/96, Art. 3, paragraph 12, and any subsequent amendments).

Given that each Party has its own responsibilities, in case they consider it is mutually necessary to proceed to the fulfillment of the above-mentioned actions through a joint effort, they shall decide the most adequate ways to act through specific Agreements.

6.8 - The University, once obtained the required regulatory approvals and after formal approval by the Director of the Department, may allow ICRANet to make, possibly at its own expense, changes of uses and/or refurbishment of the premises, facilities and furnishings made available to the Section for the best use for the purposes of research.

The ICRANet is then responsible for the safety aspects of the above-mentioned works in the workplace and for the related equipment and shall provide the University with the necessary test documents, statements and certifications required by current regulations.

6.10 – On the basis of this Agreement between the two Bodies, the University makes available to the Institute the premises located in the building “G. Marconi” for a total of mq. 104, as better shown in the attached map.

The Institute will take care of the good upkeep of the premises and equipments and it reimburse to the University all the costs connected to the use of the premises, annually calculated by the University and communicated to the Institute.



The above-mentioned costs, which not include the costs for telephone calls and web connections, at the moment are estimated for the amount of €152/mq. per year and they are subject to periodic reviews by the university offices.

## **ART. 7**

7.1 – ICRANet undertakes to pay to the Department of Physics:

- a) an annual fee of Euro 5.000,00 (fivethousand/00) for the library; this contribution will be used to purchase books and magazines of interest of ICRANet and may be increased from year to year, on the base of the increase in the cost of books and periodicals of interest to both parties, by agreement between the Department and the Section;
- b) an additional contribution to the financing of any relevant research programs of national or international interest, involving university personnel associated, in charge of research, as to Art. 10, and proposed by the University, pursuant to law n. 537/93 and subsequent amendments and additions;
- c) an annual contribution to finance additional fellowships for the PhD programs connected with the Department;
- d) an annual contribution for co-financing, in no more than 50%, the grants for cooperation in research activities, pursuant to art. 22 L. n. 240/10 (hereinafter called: research grants) of not more than three years that the University will annually define in areas of interest of ICRANet.

7.2 - The contributions referred to in this article may not exceed the annual expense recorded in the respective chapters of the forecast budget of ICRANet.

## **ART. 8**

8.1 - The amount of the fees referred to in art, 7.1, letter c) and d), is annually defined by the Steering Committee of ICRANet and communicated by the Director of ICRANet to the Director of the Department and does not include any charges for activation, access or attendance of doctoral or research grants.

8.2 - The amounts paid and related to the fellowships and research grants which have not been activated or not disbursed, totally or in part, shall be returned to ICRANet or detracted from the part to be paid in the following year, on the choice of ICRANet.



8.3 - ICRANet shall, in any case, assure the coverage of fellowships and, pro rata, research grants activated under this article, even after the expiration of this Agreement.

8.4 - The Parties shall annually proceed with local seat agreements for all aspects related to research grants and fellowships activated with the financial help of ICRANet not expressly expected by law or by this Convention.

### **ART. 9**

9.1 - The University acknowledges that the ICRANet carry out its programs using its own staff or staff employed in other Institutes and seconded to ICRANet.

9.2 - The list of the staff referred to in this Article and any change shall be submitted, if applicable, by the Director of ICRANet to the Director of the Department.

9.3 - The University consents the access to the seat located in the University to ICRANet staff and to the staff coming from the other Institutes seconded to ICRANet, applying the same rules adopted for the staff of other Institutes.

### **ART. 10**

10.1 - Given that research programs of ICRANet can be of great interest to the educational activities carried out in the Department and for the development of the institutional research activity by the university staff of the Department itself, and the development of the teaching activity in the Department, the ICRANet may annually, with the consent of the person concerned and after approval of the Department, appoint such staff, give research fellowships, of free association and technical cooperation, to its research activities in the manner provided for by the current Regulations of ICRANet.

10.2 - The fulfillment of the tasks of research, association and technical collaboration must be compatible with the full compliance, by the parties involved, of their obligations to the University, in compliance with applicable regulations, except for exemption from teaching duties according to the relative Regulation university.

10.3 - The ICRANet provides that its own staff or the employees of other Institutes seconded to itself, in accordance with the specific provisions of the national collective bargaining agreement in force, and at the request of the interested person, can be able to contribute to the teaching and scientific research activity of the University, in the manner referred to by the DPR n. 382/80, Legislative Decree n. 19/99 and Legislative Decree n. 381/99 and subsequent amendments and additions.





10.4 - In accordance with present regulations, the Department may use ICRANet staff and staff employed by other Institutes seconded to ICRANet, to support its scientific research and teaching activities, prior authorization of the Director of ICRANet and with the consent of the interested person.

10.5 - The research staff of ICRANet and the employees from other Institutes seconded to the ICRANet, within the limits of its institutional activity and in compliance with the present regulations, can teach at the University in accordance with the rules of the university, and may be part of the committees for the exams and final courses diploma, degree, specialization and PhD. May also be part of the PhD Councils as well as of the Committee for admission to PhD and competitions for research grants, in accordance with the regulations in force at the University.

The university Statutes define the ways in which that staff is involved in deliberations concerning the planning of educational and scientific activities.

The University and ICRANet can have an agreement aimed to organize permanent education courses and / or recurrent post-graduate or as part of integrated higher education.

10.6 - The professors and researchers of the University may be seconded to ICRANet to develop for predetermined periods research activity, subject to the approval of the host Institution and authorization of the Board of the University Department. During the period of secondment the university staff:

- Fulfills the educational and academic duties as determined by the University;
- Retains the juridical status, remuneration and career advancement expected by the University Regulations;
- Is required to respect the regulations in force in the host Institution, applying to this end the correspondence between professor, associate professor and university researcher and the corresponding categories established by the United Nations which have been adopted by ICRANet;
- Shall be permitted to use the research funds of the host Institution and to participate in its research and technology transfer activities;
- Can take responsibility for the organization and coordination of research activities held at the host Institution;

The research staff of ICRANet may be seconded to the Department to carry out for predetermined periods research activity which is not institutional but of interest of ICRANet, subject to the agreement of the host Institution and of ICRANet, to which it relates. During the period of secondment, the ICRANet staff:

- Retain the juridical status, remuneration and the right to career progression of ICRANet;





- Is required to comply with the regulations in force in the host Institution, applying for this purpose the correspondences between the categories of the social security of the United Nations that have been adopted by ICRANet and those of professor, associate

professor and university researcher;

- Shall be permitted to use the research funds of the host Institution and to participate in its research and technology transfer activities;

- Can take responsibility for the organization and coordination of research activities at the host Institution.

## ART. 11

11.1 - The ICRANet identifies its Director as the employer charged of the obligations under the Legislative Decree n. 626/94, and subsequent amendments and additions, and of the regulations on health and safety expected in the workplace.

Similarly, the University identifies in the Director of the Department its employer. Employers of ICRANet and the University, also by the people in charge of prevention and protection, exchange reciprocal information on the data given in the documents on security issued after the risk evaluation.

11.2 – For research activities carried out jointly under this Convention, the two employers will undertake to identify, through correspondence and prior to the starting of the activity, the subjects charged of the obligations under the Legislative Decree n . 626/94 and subsequent amendments and additions.

11.3 - Machines, equipment, as well as prototypes or other instruments created and used in the research activity, owned by ICRANet, used or made available to the associated personnel of other departments of the University, upon approval of the Director of ICRANet, in rooms not assigned to the Section, are under the full responsibility of the University; on the other hand ICRANet ensures, at the moment of delivery, the full compliance with the applicable safety standards.

11.4 - Whereas the Parties recognize that the common goal of security can be more effectively achieved on the basis of joint actions, the Head of the Department and the Director of ICRANet agree on the measures to jointly adopt for developing the formalities required by the present regulations and/or related documents concerning risk evaluation (for example, the preparation of contingency plans, periodic joint visits to the workplace, the designation of personnel responsible for fire prevention and evacuation of workers, as well as for first aid, management waste, etc.).



#### **ART. 12**

12.1 - ICRANet staff and employees from other Institutions seconded to the ICRANet are allowed to be part of the social body of the Cultural Recreational University Club, within the provisions of art. 9 of Regulations of that club.

#### **ART. 13**

13.1 - The ICRANet and the University mutually undertake to mention the other Party in any work or scientific paper related to their common programs of activities carried out under this Convention.

#### **ART. 14**

14.1 - Any dispute relating to the application of this Convention shall in any case be settled by a Board of arbitrators, composed of the Rector of the University, the Director of ICRANet and a third member appointed by mutual agreement.

#### **ART. 15**

15.1 - This Convention has a duration of 5 years from the date of signing and may be renewed by agreement between the Parties.

#### **ART. 16**

16.1 - The two Parties may withdraw from this Agreement if any event or measure that changes the agreed conditions and makes impossible to carry out the planned activities.

#### **ART. 17**

17.1 - The present Convention is drawn up in two originals and shall be subject to registration, only in case of use, by the Party concerned.

Prof. Luigi Frati  
Rector of University of Roma "La Sapienza"

Prof. Remo Ruffini  
Director of ICRANet

Rome, November 27th 2012



### **Enclosure n. 1**

Scientific and technical equipment and technical services of ICRANet  
made available to the Department

- a) Access to computer networks managed by ICRANet.
- b) Access to research centers and to national and international technical services of ICRANet.
- c)

### **Enclosure n. 2**

Scientific and technical equipment, Technical Services, Equipment and Facilities of the Department  
made available to ICRANet

- a) Furnishing of premises made available to ICRANet
- b) Storeroom
- c) Photocopy machines
- d) Access to computer networks

### **Enclosure n. 3**

Premises of the Department made available to ICRANet

All premises made available to ICRANet are shown in the attached maps.

### **Enclosure n. 4**

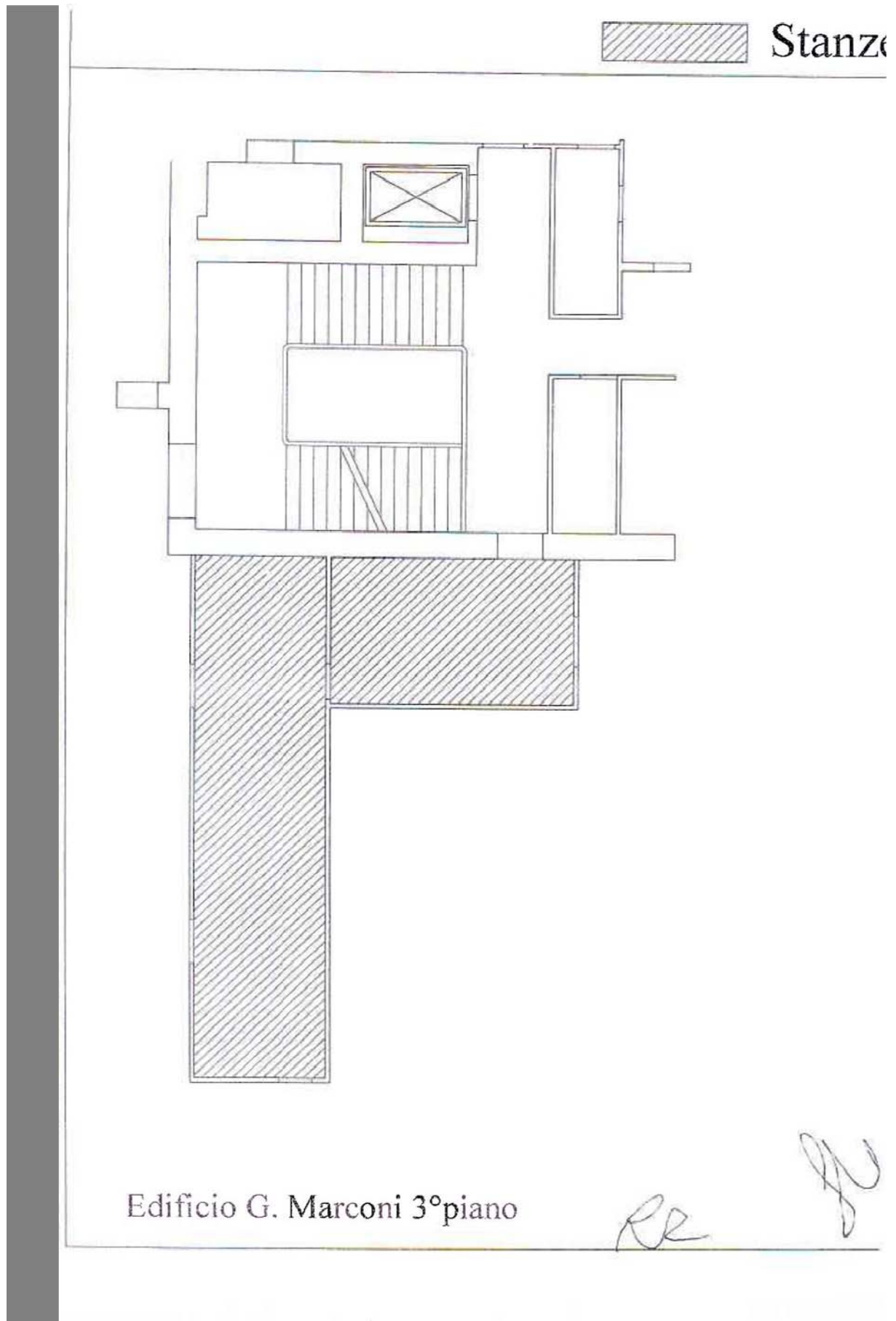
Services of the Department made available to ICRANet upon payment

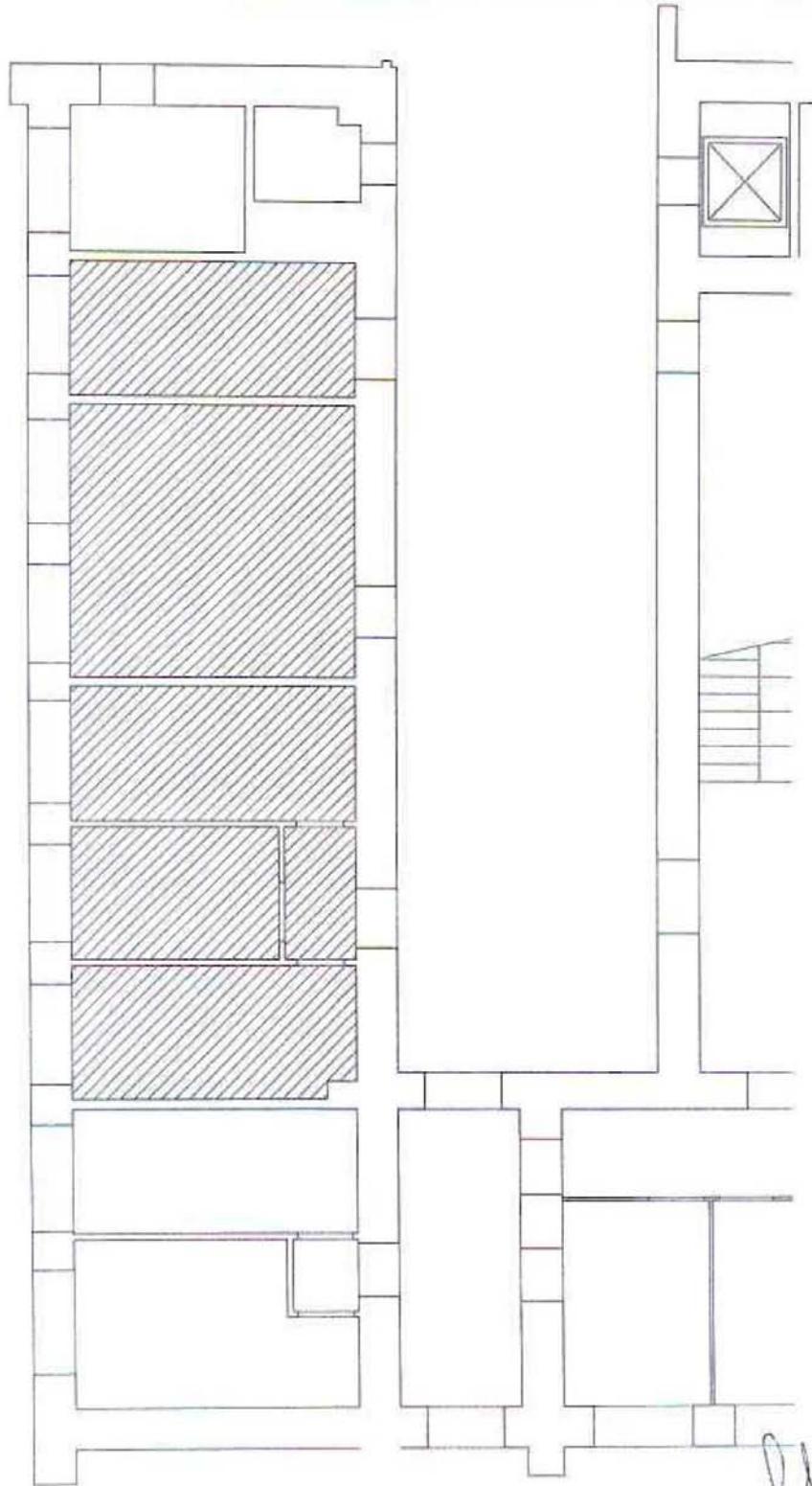
- a) Library
- b) Electrical maintenance
- c) Cleaning of premises
- d) Security service and reception (during the working hours of the Department)
- e) Documentation

### **Enclosure n. 5**

Department utilities made available to ICRANet upon payment

- a) Electricity
- b) Heating and air conditioning
- c) Telephone service





Edificio G. Marconi 1° piano

Università degli Studi di Roma "La Sapienza"  
Dipartimento di Fisica - Ufficio Direzione  
Edificio Marconi - Piazz.le Aldo Moro n. 2, 00185 Roma  
T (+39) 06 49914224 F (+39) 06 49914230  
[www.phys.uniroma1.it/DipWeb/home.html](http://www.phys.uniroma1.it/DipWeb/home.html)