

SCIENTIFIC RESEARCH COLLABORATION AGREEMENT

This Scientific Research Collaboration Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into by and between the Department of Oral and Maxillofacial Sciences of Sapienza University of Rome, with headquarters at Via Caserta 6, 00161, Rome, and tax domicile at Piazzale Aldo Moro 5, 00185, Rome, tax identification number 80209930587, represented by the acting Director, Prof. Umberto Romeo, in accordance with the Charter of Sapienza University of Rome and the Administration, Finance and Accounting Regulations, issued by R.D. no. 65 of 13/04/2016 and modified with R.D. no. 1220 of 11/04/2019, modified with R.D. no. 1160 of 29/04/2021. (abbreviated as “RAFC”) (hereinafter referred to as the “**Department**” or the “**University**”),

and

Royal Institute of Cultural Heritage, with registered office and tax domicile at Jubelpark 1, 1000 Brussels, Belgium, tax identification number BE0356463617, in the person of its legal representative Hilde De Clercq (hereinafter referred to as the “**Company**”).

WITNESSETH

WHEREAS, the Department possesses key skills, knowledge and expertise in the field of archaeology and physical anthropology;

WHEREAS, the Company operates in the sector of archaeometry, with reference to art, history, and archaeology;

WHEREAS, the parties desire to engage in mutual collaboration for scientific research projects in the following fields radiocarbon dating aimed at dating selected human skeletal remains included in the BioComm project entitled ‘*The bioarchaeology of communal health: infectious diseases, medical care, and funerary practices in medieval and early modern northern Italy*’, winner of the “Finanziamento di progetti presentati da giovani ricercatori”, Missione 4, Componente 2, Investimento 1.2 del Piano Nazionale di Ripresa e Resilienza (PNRR), avviso pubblico MUR n. 247/22, CUP B83C22006440001, Principal Investigator dr. Elena Fiorin;

WHEREAS, it is in the parties’ interest to formalise their scientific research collaboration through an *ad hoc* contractual framework;

WHEREAS, the Department of Oral and Maxillofacial Sciences has approved the conclusion of this Agreement at the meeting held on 27 november 2023;

WHEREAS, these recitals are hereby made an integral and essential part of this Agreement by reference;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter set forth, it is agreed by and between the parties as follows:

1. PURPOSE

1.1 By executing this Agreement, the parties undertake to engage in scientific collaboration projects in the following field(s) Radiocarbon dating by Accelerator Mass Spectrometry (AMS). These analyses aim at dating selected human skeletal remains included in the BioComm project. The dates generated by radiocarbon analyses will be fundamental for establishing the chronology of the archaeological sites included in the project (hereinafter referred to as the “**Project(s)**”), as described in more detail in the Technical Annex

1.2 The parties hereby acknowledge and agree that the Project(s) shall be conducted subject to conditions of reciprocity.

2. SCOPE

2.1 The Project(s) agreed by the parties shall consist of activities which are described in more detail in the Technical Annex (hereinafter referred to as the “**Annex**”), which is attached hereto and made an integral and essential part hereof by reference. The Annex shall contain a detailed description of the Project(s), including the relevant objectives, activities, technical procedures and parameters, timeline and milestones, human and material resources, which the parties undertake to make available for the achievement thereof (as well as the relevant technical parameters, in relation to the field of application) and the procedures, schedules and terms for the delivery or attainment of the relevant intermediate and final results (hereinafter referred to as the “**Programme**”).

2.2 The parties may agree to make the amendments or changes to the Programme, in writing and during the term hereof, that are deemed necessary or appropriate to ensure the achievement and best outcome of the Project(s) or to further develop the Project(s) based on the results achieved.

3. OBLIGATIONS OF THE PARTIES

3.1 The Company hereby undertakes to: perform Radiocarbon dating using Accelerator Mass Spectrometry (AMS) on selected samples that the Department will send. These analyses aim to date selected human skeletal remains included in the BioComm project. The dates generated by radiocarbon analyses will be fundamental for establishing the chronology of the archaeological sites included in the BioComm project. The results of the analyses will be sent within 3 months from when the Company receives the samples from the Department. The results are included in a technical report that explains the method employed and the results obtained.

3.2 The Department hereby undertakes to: send the osteological samples (around 30) to the Company by express mail using the funding of the BioComm project. According to the BioComm project aims, the samples will be selected by Dr Elena Fiorin and sent in

one or two batches. Approximately, the first batch will be sent by the spring of 2024, whereas the second batch will be sent between the end of 2024 and the spring of 2025. Each sample costs around Euro 342 (the price is valid if we send between 21-50 samples). The Department will make the payment via bank wire (bank transfer) once it receives the results from the Company, and the department will use the funding of the BioComm project.

4. CHIEF SCIENTIFIC OFFICER

4.1 The Department hereby designates and appoints Dr. Elena Fiorin to serve as Chief Scientific Officer (hereinafter referred to as the “**CSO**”) for the Project(s).

4.2 The Company hereby designates as its representative / contact person in relation to the Project Dr. Mathieu Boudin.

4.3 Each party shall promptly notify the other party, in writing, of its decision to replace the CSO or contact person.

5. INTELLECTUAL PROPERTY RIGHTS

The prior knowledge constituting the technical and scientific know-how of a party is and remains the property of that party. This contract may not be considered as a transfer of intellectual property rights or know-how, constituting the University's previous background.

5.1 The results directly achieved in relation to the Project shall be the property of the Department, without prejudice to the moral rights of the author and inventor recognised to the individuals involved, in accordance with the applicable legislation.

5.2 The Department may also publish in scientific publications and/or exhibit and represent the said results at conferences, workshops, seminars or the like, subject to the obligation to cite the Agreement under which the research work involved in the Project was carried out.

6. CONFIDENTIALITY

6.1 By entering into this Agreement, the parties expressly undertake, for themselves and their employees and/or contractors (for the entire term hereof and for a subsequent period of 5 (five) years after the termination or cancellation of this Agreement:

– not to disclose any facts, information, knowledge and documents and technical or industrial secrets, information concerning know-how and information on Intellectual Property (hereinafter referred to as the “**Confidential Information**”), which they become aware of or which are communicated by the other party in a confidential manner, by virtue of this Agreement, and not to make the Confidential Information accessible in any way to third parties;

- to employ any suitable means, and to carry out any and all actions or activities reasonably necessary to ensure that the Confidential Information is not freely accessible to third parties;
- not to use the Confidential Information in any way for purposes other than and in addition to those relating to the performance of this Agreement;
- not to duplicate, copy, reproduce, record or otherwise represent, except as necessary for the performance of this Agreement, or unless expressly permitted by the party having the right to do so, by any and all means suited to such purposes, in whole or in part, any files, deeds, documents, lists, registers, reports, notes, drawings, plans, schedules, correspondence and other materials containing one or more items of Confidential Information;
- to return or destroy immediately, upon written request of the party entitled to do so, any and all files, deeds, documents, lists, records, reports, notes, drawings, sketches, charts, letters and any other material, including any copies or reproductions thereof, containing one or more items of Confidential Information, provided that there is no legal obligation requiring their preservation;
- to immediately return or destroy, upon expiry or termination of this Agreement, any and all files, deeds, documents, lists, records, reports, notes, drawings, sketches, schedules, letters and any other materials, including any copies or reproductions thereof, containing one or more items of Confidential Information, unless there is a legal requirement to preserve them.

6.2 The provisions of the preceding paragraph shall not apply to the following:

- (a) information, data and knowledge communicated by one party to the other party and which is expressly intended by the parties to be published or otherwise made available to the public;
- (b) information, data and knowledge communicated by one party to the other that are already in the public domain or are in any case already freely accessible by third parties;
- (c) information, data and knowledge that, at any time, enter into the public domain or, in any case, become freely accessible by third parties, on condition that their disclosure or accessibility are not the result of an unlawful act or have not been expressly prohibited by the disclosing party, and from the moment in which they actually enter the public domain or become freely accessible;
- (d) information, data and knowledge the dissemination of or free access to is authorized by the entitled party, and only to the extent and on the terms and conditions set forth in the authorisation;
- (e) information, data and knowledge which a party can demonstrate was lawfully in its possession before or during the course of and by virtue of its relationship with the other party;
- (f) information which a party can demonstrate is in its legitimate possession irrespective of the relationship;
- (g) the information that a party is required to communicate or make accessible in compliance with the applicable law or regulations, as well as an order given by a Public

Authority, within the relevant limits, terms, forms and in relation only to the recipients to whom the party is actually required to communicate or make accessible the said information.

6.3 For the purposes of the application of this article, the expression “third parties” means any party other than the parties hereto, who are not representatives, employees, freelance collaborators or consultants of the parties to this Agreement. In any case, with regard to the individual items of Confidential Information that may come to light from time to time, the expression “third parties” shall also include the subjects indicated above in cases where, due to the nature of their relationship with the parties, they have no reason or need to know one or more items of Confidential Information, or where the party entitled to such information has expressly forbidden the communication of the Confidential Information to their address.

7. LOGOS

7.1 The parties undertake to protect and promote both the joint and individual efforts made in relation to the Project(s). In particular, the logos of the parties may be used in relation to the joint activities for the Project(s) carried out in accordance herewith. This Agreement does and shall not justify or entail the use of the name and/or the granting and/or use of the Trademark and Visual Identity of the University for commercial and/or advertising purposes. Such use, whether extraordinary or unrelated to institutional activities, shall be regulated by *ad hoc* agreements as may be approved by the competent bodies and consistently with the protection of the University’s reputation.

8. TERM & RENEWAL

8.1 This Agreement shall enter into force and become effective on the date of its execution by the parties (*in case of deferred signing, from the date the last signature is affixed*), for a term of 2 (two) years after expiry, it may be renewed or extended, on the basis of a written agreement approved by the competent decision-making bodies of the parties, to be proposed at least two months before its expiry.

9. TERMINATION & WITHDRAWAL

9.1 Each party may freely terminate this Agreement by notifying the other party by registered letter providing proof of receipt, or by certified email, with at least sixty (60) days’ notice.

10. INSURANCE & HEALTH AND SAFETY

10.1 Each party shall take out the necessary legal insurance cover for its personnel employed, under this Agreement, at the premises where the activities of the Project(s) are carried out.

10.2 The personnel of both parties shall comply with the disciplinary and safety regulations in force at the premises where the activities of the Project(s) hereunder are carried out, in mutual respect of the applicable health and safety at work regulations pursuant to Legislative Decree 81/2008, as amended and supplemented, and especially article 20 thereof, as well as the instructions issued by the competent Health & Safety Prevention and Protection Officer (HSPPO).

10.3 The personnel of both parties, including any freelance collaborators appointed by them, shall be required, prior to entering their respective premises where the Project activities are carried out, to acquire information regarding the health and safety and prevention and protection measures put into place, issuing a specific declaration to that effect.

10.4 Compliance with article 26 of Legislative Decree 81/2008, and the availability of personal protective equipment (PPE), in relation to the specific risks at the hosting premises, are the responsibility of the competent officers of the hosting organisation. Compliance with all other obligations is the responsibility of the competent officers at the seconding organisation.

11. PERSONAL DATA PROCESSING

11.1 The parties declare that they have mutually informed each other and expressly agree that the personal data provided, verbally or otherwise, for the pre-contractual activities, or otherwise collected as a result of and during the performance of this Agreement, shall be processed exclusively for the purposes hereof by consultation, processing, comparison with other data and/or any further manual and/or automated processing and, moreover, for statistical purposes, and the data exclusively processed in anonymous form, by communication to public entities, if requested for their institutional aims, as well as private organisations, provided that the purpose of the request is compatible with the institutional ends of the parties, being aware that the failure to provide the personal data may entail the failure to perform, or partial performance of, this Agreement.

11.2 The above is in accordance with Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, implementing Regulation (EU) No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the “**General Data Protection Regulation**” abbreviated as “**GDPR**”).

12. DISPUTE RESOLUTION

12.1 The parties hereby covenant and agree that any disputes arising from the interpretation or execution hereof shall be settled amicably.

12.2 In the event that it proves impossible to reach such an amicable settlement, the parties hereby agree to refer the settlement of any disputes relating to the validity, interpretation and performance of this Agreement to the exclusive jurisdiction of the District Court of Rome.

13. NOTICES

13.1 Any notices and communication relating to or in any way connected with the performance of this Agreement shall be sent to the following addresses:

For the Company: Dr Mathieu Boudin, Royal Institute of Cultural Heritage, Jubelpark 1, 1000 Brussels, Belgium, mathieu.boudin@kikirpa.be

For the Department: Department of Oral and Maxillofacial sciences of Sapienza University of Rome dip.odonto@cert.uniroma1.it

13.2 Any changes to the addresses above shall be promptly communicated to the other party. Until the change has been communicated, the communications sent to the addresses previously indicated shall be considered validly made.

14. MISCELLANEOUS

14.1 **Prior Agreements.** This Agreement supersedes, for all purposes, any and all prior agreements or understandings between the parties with respect to its subject matter, whether written or verbal.

14.2 **Amendments.** Any amendment to this Agreement shall be valid and effective only if made in writing and signed by the parties.

14.3 **Matters Not Provided For.** With regard to any matters not provided for herein the parties undertake to enter into negotiations, from time to time and in good faith, in order to define the relevant aspects.

15. ENTIRE AGREEMENT & SEVERABILITY

15.1 This Agreement is the result of negotiations between the parties and has been jointly drafted by them. The parties, by signing this Agreement, declare that they approve it both entirely and in its individual clauses.

15.2 If any provision of this Agreement is declared void, voidable, invalid or otherwise unenforceable, in no event shall such voidness, voidability, invalidity or unenforceability affect the remaining provisions of the Agreement, such provision(s) being

deemed amended to conform to the presumed or presumable common intention of the parties, to the extent required to make it valid and enforceable.

16. REGISTRATION

16.1 This Agreement, signed in digital mode, is subject to registration only in case of use, according to articles 5(2) and 39 of D.P.R. 131/1986. Any such expenses shall be charged to the requesting party.

16.2 The costs for stamp duty, inherent to this contract, shall be charged to the Department of Oral and Maxillofacial Sciences.

IN WITNESS WHEREOF, both the University and the Company have executed this Agreement, by their duly authorized respective officers, the date written below.

Rome,

For The Company

Royal institute of cultural heritage

Hilde De Clercq

Date:

For The Department of Oral and Maxillofacial Sciences

Prof. Umberto Romeo

Date:

L'imposta di bollo è assolta in modalità virtuale a carico del Dipartimento di Scienze Odontostomatologiche e Maxillo Facciali di Sapienza Università di Roma (autorizzazione al bollo virtuale n. 87826 rilasciata dall'Agenzia delle Entrate in data 10/11/2016)

TECHNICAL ANNEX

Partner	Royal Institute of Cultural Heritage, Jubelpark 1, 1000 Brussels, Belgium
Objectives	<p>The Partner will perform Radiocarbon dating on selected samples that will be sent by the Department of Oral and Maxillofacial Sciences.</p> <p>These analyses aim to date selected human skeletal remains included in the BioComm project. The dates generated by radiocarbon analyses will be fundamental for establishing the chronology of the archaeological sites included in the project</p>
Project activities to be carried out and manner of performance	The samples will be analysed for radiocarbon dating by Accelerator Mass Spectrometry (AMS) analyses. AMS dating has higher precision and needs small sample sizes.
Timeline and delivery deadlines [Specify the expected timeframe for the achievement of the intermediate and final results].	The osteological samples will be sent by express mail by the “Department” using the funding of the BioComm project. The first batch of samples will be sent by the spring of 2024, whereas the second batch will be sent between the end of 2024 and the spring of 2025. Once the Company receives the samples, the samples will be processed, and the results are expected to be generated in 3 months. The results are included in a technical report that explains the method employed and the results obtained. According to the BioComm project aims, the samples will be selected and sent in two or three batches. Each sample costs around euro 342 (the price is valid if we send between 21-50 samples).



	The Department will make the payment using the BioComm project's funding via bank wire (bank transfer). The Company will be paid once the Department receives the results.
Dedicated human and material resources	<i>[Provide a detailed account of the human and materials resources required].</i> Samples will be analysed with Accelerator Mass Spectrometry (AMS)