



## Cooperation Agreement

A Cooperation Agreement is hereby concluded between:

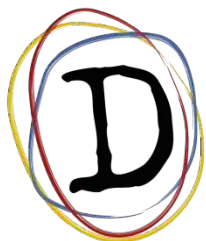
**Monica Dall'Asta** ("Coordinator"), acting on behalf of Alma Mater Studiorum – Università di Bologna (UNIBO) and of the Members of the DETECT consortium,

and

Name:

Address:

("the Member of the Research Network")



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 770151

### **Provided that**

1) DETECT is a collaborative project within the framework of the H2020 Programme, funded by the EC, Grant Agreement 770151, and aimed at researching how the transcultural constituency of European identity is expressed in contemporary narrative products, particularly in the field of the crime and Noir genre, across different media such as novels, films and television series;

2) DETECT will have a life span of fourty months, starting from the 1<sup>st</sup> of April 2018 and ending on the 31<sup>st</sup> of July 2021 ;

3) The DETECT project is coordinated by **the University of Bologna**, represented by **Prof. Monica Dall'Asta** and, for all technological matters, by **Prof. Ilaria Bartolini**.

4) The DETECT project has the following goals:

- To raise awareness about the role played by popular culture in the creation of a European transcultural space;
- To detect signs of the emergence of European transcultural identity in a corpus of European crime narratives whose transnational popularity is rooted in the local and/or national, ethnic, gendered, migrating identities they put in the foreground;
- To better understand the causes of the diversified reception given to a selected corpus of crime narratives in different countries and linguistic areas;
- To better understand how the transnational/transcultural potential of European crime narratives is affected by particular publishing and production policies as well as distribution and translation practices;
- To promote collaborative research and transcultural dialogue among academics, students and professionals from both the private and the public cultural sector.

6) These goals will be accomplished through the work of:

- Experts from cultural institutions;
- Experts from public and national administrations;
- Experts from SMEs;
- Experts from the humanities and social sciences;

Now therefore in the framework of the activities covered by the DETECT project, the parties have agreed to cooperate as follows:

### **Article 1 - Subject matter and scope**

The purpose of this Cooperation Agreement is to enable the Member of the Research Network to participate in the DETECT project and to contribute to its activities in accordance with the conditions provided for in this agreement, and in compliance with the project goals.

The Member of the Research Network will never be required by the Coordinator to spend any amount of money to comply with the purposes of this Agreement. None of the activities contributed by the Member of the Research Network shall involve any cost whatsoever for any of the Project partners.

### **Article 2 – Rights and responsibilities**

the Member of the Research Network :

- may be invited to conferences, international workshops and project meetings organised by DETECT as appropriate<sup>1</sup>;
- may be given access to DETECT deliverables, technical reports and other materials produced by the project in the frame of the scope of the DETECT initiative, and to the extent that such access shall be necessary for the cooperation activities, under strictly confidentiality obligations;
- will report to the Project Coordinator on the activities performed and on the initiatives undertaken in the frame of the project
- will as well as to collaborate in the dissemination of the DETECT results as appropriate;
- may share experience, promote standards and guidelines, seek harmonisation of best practice and policy;
- may participate in questionnaires, surveys, interviews and co-creation sessions;
- may act as a conduit for knowledge transfer from the project to policy makers, programme owners, cultural institutions, SSH research organisations, civil society and private stakeholders;
- may review and provide feedback on documents produced by the project;
- may disseminate and promote the project results, also after the project period is concluded.

### **Article 3 - Entry into force of the Cooperation Agreement**

The Cooperation Agreement shall enter into force from the date of its signature.

### **Article 4 - Completion, expiry or termination of the Cooperation Agreement**

- This Cooperation Agreement shall terminate on the date of completion or termination of the DETECT Grant Agreement with the European Commission.
- In the case that the DETECT project will continue its activities beyond the completion of the Grant Agreement with the European Commission, this Cooperation Agreement can be renewed on the basis of a mutual decision of the parties.
- Each party may terminate this agreement subject to two months' written notice.

### **Article 5 – No warranties**

- In respect of any information or materials supplied by the DETECT project through the Coordinator or by any other participant in the DETECT project to the Member of the Research Network, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.
- The Member of the Research Network shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

### **Article 6 – No partnership**

- Nothing in this Cooperation Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the parties.

### **Article 7 – Governing Law and Jurisdiction**

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<sup>1</sup> Travel and subsistence costs will be sustained autonomously by the Member of the Research Network,

- This Cooperation Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.
- The parties agree to consider mediation in accordance with the WIPO Mediation Rules for settlement of disputes and in the absence of settlement, the courts of Belgium shall have exclusive jurisdiction.
- Nothing in this Cooperation Agreement shall limit the parties' right to seek injunctive relief in any applicable competent court of law.

## **Article 8 – Confidentiality**

**8.1.** Confidential information (hereinafter “Confidential Information”) means information disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the DETECT Project, which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure.

The Recipient undertakes, on behalf of itself and of its employees and collaborators, at any time during this agreement, and for a period of five years after termination of this agreement:

- a) to maintain the Confidential Information received from the Disclosing Party strictly confidential and only use it for the purposes of carrying out the obligations under this agreement and;
- b) not to disclose any Confidential Information to any third party without the prior written consent of the discloser;
- c) to ensure that distribution of Confidential Information internally to their employees and collaborators or to third parties by the Recipient shall take place on a strict need-to-know basis and under confidentiality terms as strict as those provided in this agreement;
- d) to return all documents, papers or records containing Confidential Information upon receipt of a request from the Disclosing Party ;

**8.2.** Any obligation as set forth in this article 8 shall not apply to any Confidential Information as can be proven by Recipient that:

- a) the Confidential Information becomes publicly available by means other than a breach of the confidentiality obligations;
- b) the Confidential Information was developed, at any time, by the Recipient independently of any such disclosure by the Disclosing Party;
- d) the Confidential Information was already known to the Recipient prior to disclosure;
- e) to disclosure of the Confidential Information is required in order to comply with a court or administrative order, under the condition that, prior to any such disclosure, the Recipient notifies the discloser of said request, and complies with the reasonable instructions to protect the confidentiality.

**For the parties:**

***The Coordinator***

Monica Dall'Asta  
Professor, Alma Mater Studiorum-Università di Bologna

DATE:

SIGNATURE:

***The Member of the Research Network***

ORGANISATION:

ADDRESS:

NAME OF THE AUTHORISED REPRESENTATIVE:

TITLE:

DATE:

SIGNATURE: