

**INSTITUTIONAL CHARTER OF THE INTER-UNIVERSITY CENTRE FOR STUDIES
ON LATE ANTIQUE HOUSING IN THE MEDITERRANEAN (CISEM)**

Between

- **The Alma Mater Studiorum - Università di Bologna**, with administrative headquarters located in Via Zamboni 33, Bologna and tax code 80007010376, will henceforth be referred to as "the Università di Bologna". It is represented by the Rector Prof. Francesco Ubertini, who is authorised to sign the present act as sanctioned by the Academic Senate of 22nd November 2016 and as sanctioned by the Administrative Council of 29th November 2016;

- **The Università degli Studi di Foggia**, with administrative headquarters located in Via Antonio Gramsci no. 89/91, Foggia and tax code 03016180717. It is represented by the Rector Prof. Maurizio Ricci, who is authorised to sign the present act as sanctioned by the Academic Senate of 15th March 2017 and as sanctioned by the Administrative Council of 21st March 2017;

- **The Università degli Studi di Padova**, with administrative and fiscal headquarters located in Via 8 Febbraio no. 2, Padova and tax code 80006480281. It is represented by the Rector Prof. Rosario Rizzuto, who is authorised to sign the present act as sanctioned by the Academic Senate of 9th May 2017 and as sanctioned by the Administrative Council of 30th May 2017;

STIPULATE AND AGREE UPON THE FOLLOWING

Art. 1 - The Centre's objectives and activities

As established by regulation of art. 91 of the Decree of the President of the Republic 382/80, the Inter-University Centre for Studies on Late Antique Housing in the Mediterranean (CISEM) composed of the Universities of Bologna, Foggia, and Padova, intend to promote and manage shared initiatives regarding activities which concern research, education, development, and professional training by means of shared contributions to be offered by the protocols issued by the governing Universities and Research Institutes.

The Inter-University Centre for Studies on Late Antique Housing in the Mediterranean (CISEM) was established by the specific charter of the 2nd February 2009 by the Università degli Studi di Bologna, the Università Kore di Enna, the Università degli Studi di Foggia, the Università degli Studi di Padova, and the Università di Roma "La Sapienza", the latter of which also served as its administrative centre. Their activities were officially launched in November 2009 with the assignment of the Scientific Committee, as well as the election of a Director and the members of the Management Committee. The transfer of its administrative centre took place at the express wish of the member Universities and occurred after the withdrawal of the Università "La Sapienza" di Roma (as communicated to the participating Universities in a letter dated 13/06/2016) from the organisation.

In order to attain its objectives, the Centre agrees to:

1. promote, coordinate, and execute research activities in the field of Late Antique archaeology;
2. encourage the exchange of information between the Departments of the participating Universities, as well as with other Institutes, University Departments, and Research Centres associated with both public and private Authorities who are operating in the same sector, especially those with an international presence;
3. to promote initiatives involving scientific publishing and interdisciplinary collaboration on both a national and international level;
4. to promote collaboration agreements with foreign institutions who are engaged in similar research;
5. to organize conferences, study events, seminars and any other initiative intended to enhance and disseminate the aims and results produced by the Centre.

The Centre will pursue its objectives in a non-competitive manner with regards to the member Universities' Departments' own institutional objectives.

Art. 2 - Headquarters and organisation of the Centre

The Centre's administrative and organisational headquarters are located at the Università di Bologna's Department of History and Cultures, Piazza San Giovanni in Monte 2.

The administrative centre may be subject to change, as prescribed by all of the member Universities.

The administrative management and financial accounting are entrusted to the Centre's Departmental administrative headquarters, in accordance with the rules stated in the Regulation of Administration, Finance and Accounting of the associated University.

Should the Centre decide to utilise either material and/or human resources offered by the Departments of the partnered Universities in the implementation of their activities, it will arrange to reimburse them any expenses incurred.

The Centre is organised in as many **Operative Units** as there are participating Universities within the Centre. The Centre's participants are defined as members; those who are interested in joining may request to do so by presenting an application at the Scientific Committee. Each Operative Unit is constituted of one responsible and collaborators; the responsible is a professor or researcher chosen by the participants within the same Operative Unit.

The Centre's Scientific Activities will be conducted according to regulations implemented by the Centre's own Scientific Committee, as described in the subsequent articles.

Art. 3 - Collaborators and personnel associated with the Centre

Professors and researchers belonging to the participating Universities who are conducting scientific research within the Centre's fields of interest may partner with the Centre as Ordinary Members, pending prior approval in accordance with its respective rules and the competent academic authorities. In the event of a previously unforeseen express application, the approval of the associated Department will be requested.

A request to join will then be forwarded to the Director, who in turn presents it to the Scientific Committee, who will deliberate whether or not to accept the request. In the case of a withdrawal from the programme, professors and researchers should follow the same format by presenting a declaration to the Director, who will then present it to the Scientific Committee so that it may be formally acknowledged and deliberated upon. This will include deliberations regarding potential contracts and financing that were previously assigned to the party requesting withdrawal from the Centre.

Researchers conducting scientific studies in the same fields of interest as the Centre may also request to participate as Associated Members. Those who are interested should present their request to the Director of the Centre, this will then be subject to approval by the Scientific Committee. The request should also be accompanied by two letters of presentation by members of the Centre's Scientific Committee.

Temporary research fellows, post-graduate scholarship recipients, School of Archaeology students, Ph.D. research students and other personnel with specific technical and scientific expertise related to the Centre's fields of interest may also collaborate with the Centre pending approval by both their respective academic institutes and the Scientific Committee.

Art. 4 - The Governing bodies of the Centre

The Centre's governing bodies are:

- a) the Director;
- b) the Management Committee;
- c) the Scientific Committee.

Art. 5 - The Director

The Director will be chosen amongst the Centre's researchers and professors members by the members of the Scientific Committee. The Director will remain in office for five years and may be reappointed for another term. Duties to be carried out with the assistance of a Secretarial Office include:

- representing the Centre as the managing director;
- summoning and presiding over meetings for the Management Committee and Scientific Committee;

- submitting on an annual basis programming plans, as well as the financial and scientific expense reports for approval by the Management Committee and Scientific Committee;
- supervising the Centre's general operations and carrying out all relative duties;
- distributing an annual summary of the Centre's activities, along with respective reports on both scientific and financial matters;
- submitting agreements and requests from other research Institutes seeking join the Centre to the Scientific Committee for approval.

The Director will nominate a Vice Director who will assist in the fulfilment of their duties and serve as a substitute in case of an absence or hindrance. The Vice Director is chosen from amongst the members of the Scientific Committee.

Art. 6 – The Management Committee

The **Management Committee** is composed of one representative from each of the member Universities, each of whom is chosen by the institute who they are representing in accordance with their own rules that are in place. Each representative's term last for a duration of five years and it is possible to be reappointed for a second term.

The Management Committee's responsibilities include:

- collecting all deliberations of a scientific and organisational nature which are necessary for the Centre's operations;
- deliberating upon any potential modifications to the already-established charter text, and to submit these for approval to all of the partnered academic institutions;
- arranging for at least two members of the Centre to deliberate upon each topic submitted for examination;
- admitting tenured or associate members who are recognised experts operating in fields related to the Centre's via a unanimous decision by the Scientific Committee.

Art. 7 - The Scientific Committee

The **Scientific Committee** is composed of members of the Management Committee as well as other members – ordinary or associated – who are admitted by unanimous decision by the Management Committee. Meetings, which may be held in-person, by telephone or online, can include invited representatives from other institutes who are working in the same fields of interest as the Centre, as well as both tenured and associate members of the Centre.

Art. 8 - Administrative and Financial Management

The Centre operates thanks to funding provided by public entities, domestic and international

foundations, and via national and international agreements made with research institutes or agencies operating on a supranational or European community level who make financial contributions which are then distributed to Universities or Faculties at their discretion. For these reasons, the Centre does not have neither administrative nor financial autonomy.

The financial management is entrusted to the University Department charged of housing the Centre's administrative seat, in accordance with the rules outlined in the Administrative, Financial and Accounting Regulations upheld by that member University. This guarantees a precise financial statement viewable by means of accounting, even of an analytical nature.

The administrative-accounting management of the Centre operates in accordance with the principles of financial balance, as well as those regarding economic stability and sustainability.

Funding assigned in a unified manner and according to shared initiatives will be managed by the University housing the administrative seat, which is under obligation to utilise these funds for the Centre. Funding which is otherwise assigned separately to individual member Universities of the Centre, to be used within the research activities concerning the Centre, will be managed by the University specifically assigned those funds in the case of early disbandment.

Art. 9 - Property management

As the Centre does not have patrimonial autonomy, property that is acquired or given to it for use is, respectively, inventoried and reported in the registers documenting the property obtained from third-parties, being utilised by the partnered Universities to which the goods have been assigned. It is also identified by its known title, with information regarding its physical location within the inventory registers/for the property in common use by the Department and of the University and the Centre's administrative seat, according to the national regulations regarding such arrangements, as well as internal regulations.

The consignee of the inventoried goods within the Department heading the Centre's administrative seat is also the consignee responsible for the safeguarding of goods acquired and inventoried by the Centre, as well of goods given to it for its own use.

For inventoried goods allocated towards the Operative Units within other Universities, the above-mentioned consignee remains responsible and is joined in this responsibility by the Director of the local Unit of the member University.

The inventory registries containing information of goods belonging to third parties in use by the Centre need to be updated annually.

Art. 10 - Disbandment of the Centre

The Centre will disband ahead of time at the recommendation of the Management Committee in the

following instances:

- a) lack of a Department capable of carrying out the functions of the administrative headquarters of the Centre;
- b) a decline in interest for the Centre's chosen field of research;

All necessary procedures towards the settlement of administrative-accounting management should be completed within six months from the first confirmation of early disbandment of the Centre. No further contracts or duties should be assumed once the Management Committee has advanced the proposal for disbandment.

In the case that a duty or contract made with a third party requires a completion that extends beyond the six-month disbandment deadline, the Management Committee will indicate the manner in which the duty or contract will be carried to completion, by means of acknowledging the retroactive work necessary to complete it. Otherwise, it will be assigned to another institute available to finish the work, with the required caution given towards the party involved.

Art. 11 - Duration of the Charter

The present charter is agreed upon by electronic means, by use of digital signatures as allowed by the Administrative Digital Rule (CAD), becomes effective upon the date of its drafting, and has a validity of five years. Its renewal will be done upon the approval of the partner Universities, without requiring that a new charter be written. This will be done once an assessment of the Centre's scientific activity during the previous term has been performed.

Upon approval by the Management Committee, the Director may propose agreements with other Universities, as well as with domestic and international Institutes to the current member Universities. These partnerships may serve the Centre's interests, the objective being to develop and enrich the means of research and specific fields of expertise.

A member University may withdraw from the Centre by sending a notification of their resignation at least six months prior to the expiration date of each of their financial obligations. This letter should be addressed to the Centre's Director and sent by registered post or certified electronic mail (PEC).

Art. 12 - End use of property following a closing date, or in the case of early disbandment

Upon the arrival of a closing date or in the case of an early disbandment of the Centre, property loaned for use by third parties shall be returned to their owners.

Regarding property acquired directly by the Centre itself, these items will be shared and distributed amongst the member Universities after careful deliberation of the respective administrative bodies, with the consideration of the Management Committee and Scientific Committee.

Financial resources which have been awarded to the Centre as a whole will be divided amongst the

member Universities, according to the counsel of the Management Committee and the Scientific Committee, while funds which were awarded to individual member Universities will merge into their own property.

Art. 13 - Informative obligations

Following the approval of annual financial statements, the Department serving as the Centre's administrative seat is expected to prepare a concise report on its management and economic-proprietary situation. This should be published along with a report on the scientific activities carried out by the Centre as prepared by the Director. This should be distributed each year to each of the member Universities, as decreed in art. 5 of the present Charter.

Art. 14 - Periodic assessment

Under existing regulations, a report of any activity carried out within the Centre by a member will be provided to his or her own Faculty or Department, for the purpose of periodical assessment of his or her scientific work.

The Centre may be subject to periodic evaluations of a scientific and/or economic nature by the member Universities every three years (from the end date of the previous assessment).

Art. 15 - Safeguarding of intellectual property

The ethical rights of an author being understood and, indeed recognized as the author's, the property rights for works, creations, or any intellectual output resulting (being "Results") within the Centre's sphere of activity will be understood to belong to the member Institution which carried out the activity. Within the present charter, the term "Results" is meant to include, in simple terms, examples such as presentations, seminars, conventions, publications and promotional events geared toward the scientific community, as well as every presentation of conference proceedings, actions or ideas transmitted by any means by the member Institutions within the sphere of activities carried out by the Centre regarding the scientific, in-depth analysis of the themes which the Centre is concerned with. In the case that Results are obtained by the joint partnership of more than one member Institution, the concerned Institutions will commit to stipulating specific agreements regarding the sharing of the rights and contributions of each other, whatever their nature or genre might be, towards the realisation of the Results.

Art. 16 - Confidentiality

Participating Universities will agree to not divulge data, knowledge or information of a confidential nature obtained by either collaborators or other members of the Centre which concern the activities

being carried out towards their objectives.

Art. 17 - Workplace safety

For the purpose of implementing that which is stated by the Consolidated Act regarding safety in the workplace, as discussed by the Legislative Decree 9.04.2008 no. 81 and all subsequent modifications, the Rector of each member University assumes, in the position of employer, all of the relative responsibilities regarding the adherence to regulations regarding health and safety in the workplace for university personnel, its students and the Centre's collaborators being hosted by its own institution. In order to ensure the health and safety of all personnel associated with external institutes who extend themselves to the member Universities, Agencies conducting their activities at the member Universities, particular cases not discussed in the procedural guidelines, as well as individuals who are under the jurisdiction covered by the Legislative Decree 9.04.2008 no. 81 and all subsequent modifications, they are each to be identified by agreement amongst the member Institutes and the individual Universities through specific accords.

Art. 18 - Insurance coverage

Each contracted University will guarantee, insofar as it is deemed to have authority, to its University personnel, collaborators and students who are conducting activities at the respective Operative Unit, to be in good standing with regards to its insurance coverage, as required by the current legislation. Each University, insofar as it is deemed to have authority, will also commit itself towards supplementing their insurance coverage to the parties named in the preceding clause with additional coverage should the need arise, as shall be determined by specific activities which are occasionally conducted.

Art. 19 - Supervision of personal data

The contracted Universities have mutually agreed to handle data that is specifically related to the activities carried out by the Centre in a manner which is in compliance with the measures and obligations as stated by the Legislative Decree 196/2003 "Regulation regarding the protection of personal data" and all subsequent modifications.

Art. 20 - Controversies

Should a controversy arise from amongst the Universities who are signatories to the present Charter in the course of the Centre's duration, the presiding judge in the location in which the University hosting the administrative seat possesses its legal status and will superintend the situation.

Art. 21 - Modifications to the Charter

Modifications to the Charter, including those regarding the membership of other Universities to the Centre, will be decided upon by majority vote amongst members of the Management Committee, and will be approved by the governing bodies of the Member Universities and formalized with the appropriate additional proceedings.

Art. 22 - Registration and application of the seal

The present deed is composed of a total number of six pages and has been drafted in a single unit. It will be registered in case of use and according to a fixed tax rate as established by Article 4, Part II - Actions subject to registration when used - of the Legislative Decree of the Republic 26.04.1986 No. 131. Costs incurred by this registration will be paid for by the applicant.

The application of the seal (Article 2 of the Tariff, Supplement A, part one of the Legislative Decree of the Republic no. 642/1972), equal to 48.00 euros, will be fulfilled electronically by the University hosting the Administrative seat, which will supply the payment and maintain the original.

For the Alma Mater Studiorum - Università di Bologna

THE RECTOR _____ **Signed by: [signature of Francesco Ubertini]**

Reason:

Date: 26/02/2018 11:07:18

For the Università degli Studi di Foggia

THE RECTOR _____ **[signature of Ricci Maurizio]**

30.11.2017 12:48:57 CET

For the Università degli Studi di Padova

THE RECTOR _____ **ELECTRONICALLY SIGNED BY [signature of ROSARIO RIZZUTO]**

CN = RIZZUTO ROSARIO

Date and time of signature: 15/02/2018 11:31:47