

## **AFFILIATION AGREEMENT BETWEEN FRANKLIN UNIVERSITY SWITZERLAND, AND RECEPTIO, RESEARCH CENTRE FOR EUROPEAN PHILOLOGICAL TRADITION, LUGANO**

This Agreement is made between Franklin University Switzerland ("FUS"), and RECEPTIO, *Research Centre for European Philological Tradition* located in Viale Castagnola 27, 6900 Lugano.

FRANKLIN UNIVERSITY SWITZERLAND, a private non-profit liberal arts institution of higher education accredited in the United States and in Switzerland, in Via Ponte Tresa 29, Sorengo, Switzerland, represented by its President, Dr. P. Gregory Warden, and its Vice President and Dean of Academic Affairs, Dr. Sara Steinert Borella, hereinafter referred to as FUS.

and

RECEPTIO, the Research Centre for European Philological Tradition, is the first Research and High Education Center outside Italy in Europe belonging to the H2CU consortium,<sup>1</sup> represented by its Director, Prof. Dr. Carla Rossi.

### **RECITALS**

- A. Cordial relations exist between FUS and RECEPTIO;
- B. FUS and RECEPTIO desire to establish certain exchange programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest; and
- C. FUS and RECEPTIO believe that international understanding and educational opportunities of their students and faculty would be enhanced by international academic and scientific cooperation.

### **TERMS**

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<sup>1</sup> H2CU (Honors Center of Italian Universities) was established at Sapienza University of Rome, on 1st June 2004, and is composed of 23 Italian Universities and 3 Institutes of the Italian CNR-National Research Council. It promotes a variety of international programs in collaboration with prestigious US Universities: MIT-Massachusetts Institute of Technology, NYU-New York University, PACE University, NY, Columbia University, NY, Florida International University, University of Miami, Georgia Institute of Technology, Fordham University. As a partner of H2CU, RECEPTIO is a cross-disciplinary network of scientific teams composed of members from various disciplines from the Universities of Zurich, Barcelona, Istanbul, Jerusalem, Rome La Sapienza and Verona.

In contemplation of the relationship to be established and for valuable consideration, the parties agree as follows:

1.0 Purpose of the Exchange Agreement: Definition. The primary objective of this Agreement is to create a means for cooperative efforts between FUS and RECEPTIO to affect the academic interchange of teaching staff and students and academic and research information between the two educational institutions.

2.0 Term and Renewal. This Agreement shall take effect on the first day of September 2019 and shall continue in effect for an initial period ending five (5) years after the effective date. After the initial year, this Agreement shall continue from year to year unless one party gives the other party one hundred eighty (180) days prior written notice of intent to terminate.

3.0 Mutual commitments.

3.1. RECEPTIO makes available to FUS: its own library, its own publishing house (with the existing series and undertakes to create new series if necessary), THECLA ACADEMIC PRESS LTD, based in London, its own academic journal *Theory and Criticism of Literature and Arts*, for any publications of the members of FUS. In addition, RECEPTIO undertakes to make the H2CU<sup>2</sup> inter-university network accessible to FUS.

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<sup>2</sup> Italian Universities belonging to the H2CU consortium:

Università degli Studi di BOLOGNA  
Università degli Studi di BRESCIA  
Università degli Studi di CASSINO  
Università degli Studi di CATANIA  
Università degli Studi di CHIETI  
Università degli Studi di FIRENZE  
Università degli Studi di GENOVA  
Università degli Studi dell'INSUBRIA  
Università degli Studi del MOLISE  
Università degli Studi di Napoli FEDERICO II°  
Università degli Studi di PAVIA  
Università degli Studi di PERUGIA  
Università degli Stranieri di PERUGIA  
Università degli Studi di REGGIO CALABRIA  
Università degli Studi di Roma "LA SAPIENZA"  
Università degli Studi di Roma "TOR VERGATA"  
Università degli Studi di SALERNO  
Università degli Studi del SANNIO  
Università degli Studi della TUSCIA

U.S. Universities belonging to the consortium  
Columbia University, NY,  
Florida International University,  
Fordham University (Jesuit University of New York)  
Georgia Institute of Technology,  
NYU-New York University,  
MIT-Massachusetts Institute of Technology,  
PACE University, NY,  
University of Miami

3.2 FUS agrees to develop shared courses, research and training activities, and other educational programs of mutual interest where appropriate.

#### 4.0 Joint Research Projects.

In the event a joint research project is proposed by either party, such research effort shall be carefully scrutinized by both parties to evaluate the need for the joint effort, the qualifications of the proposed participating faculty members, and the location of the research activity. If a decision is made by both parties to approve the proposed project as a possible joint effort, both institutions agree to actively seek outside funding for the proposed joint research project prior to their final approval and implementation of the joint project.

#### 5.0 Intellectual Property and Research Protocol.

5.1 All publications resulting from the collaboration between the two institutions under Agreements must give recognition to the Agreements therein. Likewise, the Agreements must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

5.2 Parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this Agreement.

#### 6.0 Budgetary Considerations.

Unless specifically stated otherwise in a Program Agreement, the two institutions undertake to treat their accounts separately. No financial commitment shall be required from either institution. Resources for implementation of Agreements may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with Agreements unless specifically stated otherwise in a Program Agreement. No implementation of any portion of the Agreements may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement a Program Agreement and funding for such purposes is not appropriated to that institution or is not otherwise available to the institution, the institution shall have no further financial obligations upon such determination. Should either institution not have funding to carry out any obligations of a particular exchange effort conducted under a Program Agreement, it shall immediately notify the other institution of such fact and of such portions of the Program Agreement that may be deemed terminated or modified due to the lack of funding.

7.0 Designated Liaison. Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under the Agreements and to address any concerns or disputes that may arise relating to the terms and conditions of Agreements.

FUS : Sara Steinert Borella, Vice President and Dean of Academic Affairs, via Ponte Tresa 29, 6924 Sorengo. [ssteinertborella@fus.edu](mailto:ssteinertborella@fus.edu) +41.91.986.3652

RECEPTIO: Prof. Dr. Carla Rossi, Director of the Research Centre for European Philological Tradition, via Castagnola 27, 6900 Lugano. [carla.rossi@receptio.eu](mailto:carla.rossi@receptio.eu)  
+41.79.419.9944

## 8.0 Termination.

8.1 If either party breaches the terms or conditions of the Agreements, the other party has the right to terminate the Agreements immediately upon written notice to the other.

8.2 Either party has the right, upon proper notice, to terminate its obligations under the Agreements for reasons of force majeure. "Force majeure" are circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the Agreements.

9.0 Conflict. In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

10.0 Amendment of Agreements. No amendment to the Agreements shall be effective unless reduced to writing and executed by the authorized representatives of FUS and RECEPTIO.


11.0 Right of Inspection. Parties agree that each institution shall permit the other institution to inspect facilities and services utilized in connection with any activity conducted under the Agreements.

12.0 Resolution of Disputes. Agreements are based on the common trust and good faith of the parties. In case of disputes, the parties shall make a good faith effort to obtain an amicable resolution.

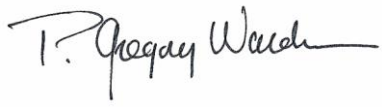
IN WITNESS WHEREOF, the authorized representative(s) of both parties have executed two copies of this Agreement on this 25th day of July, 2019.

RECEPTIO

FRANKLIN UNIVERSITY SWITZERLAND

By   
\_\_\_\_\_  
(Signature)

Carla Rossi  
(Printed Name)

by   
\_\_\_\_\_  
(Signature)

P. Gregory Warden  
(Printed Name)