COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter the “Agreement”) is made effective as of the [01.04.2020] (the “Effective Date”), by and between the following parties:

**University of Helsinki**, Faculty of Educational Sciences,
whose registered office is located at Yliopistonkatu 4 (P.O. Box 33),
FI-00014 Helsinki, Finland,
Fiscal code FI03134717
(hereinafter “UH” or “Coordinator”),
Contact person: Giuseppe Ritella, email: giuseppe.ritella@helsinki.fi;

and

**University of Foggia**, Department of Humanities, Literature, Cultural Heritage and Education Sciences,
whose registered office is located at via Gramsci, 89/91, Foggia, Italy,
Fiscal code 94045260711
(hereinafter “UNIFG”),
Contact person: prof. Pierpaolo Limone, pierpaolo.limone@unifg.it;

and

**The Teachers Center of Democratic Initiative Foggia**, 
whose registered office is located at via Nicola delli Carri, 15, Foggia, Italy,
Fiscal code 94095300714 (hereinafter “CIDIFG”),
Contact person: dott.ssa Maria Antonia Camarca, prof. Luigi Fabbrizio.

Hereinafter jointly referred to as the “Parties” and individually as a “Party”.

1. **Purpose of the Agreement**

The purpose of this Agreement is to define the terms and conditions according to which the Parties shall conduct the research “Technologies To Create: Opportunities And Challenges for Digital Education (TeCOS)” (hereinafter “Project”).

The Project and the subject of the collaboration has been defined in more detail in the project plan enclosed as Annex 1 of this Agreement (hereinafter “Project Plan”). The Project Plan may only be amended by prior written agreement of the Parties.
2. Definitions

**Background** means any information, knowledge, know-how, equipment or material, created by a Party outside the Project and which is needed and used to perform activities under the Project, including without limitation any Intellectual Property Rights pertaining to or associated with the aforementioned anywhere in the world. Background used in the Project may be defined in more detail in the Project Plan.

**Foreground** means all results, information, knowledge, know-how, materials, inventions, and software, (whether or not protected by Intellectual Property Rights) created in the Project, including without limitation any Intellectual Property Rights pertaining to or associated with the aforementioned anywhere in the world. Any compound identified to show an activity in the Project is considered Foreground under the Agreement, whether or not the compound was known before, if the activity identified was novel.

**Intellectual Property Rights** shall mean all statutory protection forms of intellectual property including without limitation patents, utility models, design rights, trade secrets, copyright, trademarks, integrated circuit rights and applications for any of the above.

3. Background provided by the Parties

For the sole purpose of implementing the Project, and only for the duration of the Project, the Parties hereby grant each other a royalty free right to use their Background.

Each Party shall retain its rights to its Background and have the right to continue the exploitation of its Background in its other projects.

4. Costs of the Project

Each Party shall be responsible for its own costs arising from the performance of the Project.

5. Ownership and user rights of Foreground

The ownership of the Foreground shall rest jointly in equal shares with the Parties. Unless otherwise agreed, and subject to the confidentiality obligations contained in Section 6, each of the joint owners shall be entitled to use the jointly owned Foreground for non-commercial research and teaching activities, including possible non-commercial teaching and research collaborations with third parties and shall be entitled to grant non-exclusive, non-transferable, licenses for a collaboration partner’s not-for-profit research and academic education purposes.

In the event that any Party identifies any part of the Foreground to be of commercial interest, that Party shall notify another Party thereof and the Parties shall enter into good faith negotiations regarding the commercial exploitation of such Foreground.

If the Background of another Party is needed for a Party in order to exploit the Foreground, such rights to the Background shall be granted on fair and reasonable terms.

In case any publication is made relating to the research activities conducted under the Project, Parties’ researchers taking part in the Project shall have the right to be recognized as authors or co-authors in accordance with good scientific practice.

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6. Personal Data, Confidentiality and publications

The manner, terms and conditions by which the Parties shall process personal data, as well as the Parties’ responsibilities for compliance with the obligations under the Data Protection Laws have been specified in Annex 2 (Joint Controller Agreement).

Except as otherwise agreed in this Section 6, the Parties shall hold any confidential information of another Party in confidence and not publish or disclose it to any third party. The Parties shall, however, have the right to disclose confidential information to its affiliated companies on a need to know basis. Each Party shall be responsible for that its affiliated companies conform to confidentiality obligations specified in this Section 6. Affiliated company shall under this Section 6 mean any legal entity 1) directly or indirectly controlled by a Party, 2) directly or indirectly controlling a Party, or 3) under direct or indirect common control with a Party of another legal entity. Control herein refers to a legal entity owning or holding fifty (50) percent or more of the share capital and/or the legal entity being entitled to elect or appoint directors or persons performing similar functions.

In order to be eligible for confidential treatment under this Section 6, confidential information disclosed in writing, electronically or in any other tangible form must be clearly marked as "Confidential" at the time of disclosure, and confidential information disclosed visually or orally must be identified as confidential at the time of disclosure by the disclosing Party and be confirmed as such in a written summary describing the same in reasonable detail and provided to the receiving Party/Parties within thirty (30) days after such disclosure.

Confidential information shall not include any information which

a) is in the public domain at the time of disclosure or later becomes part of the public domain through no breach of this Agreement by the receiving Party/Parties;

b) was known to the receiving Party/Parties prior to disclosure by the disclosing Party as proven by the receiving Party/Parties;

c) is disclosed without confidentiality obligations to the receiving Party/Parties by a third party who did not obtain such confidential information, directly or indirectly, from the disclosing Party;

d) was independently developed by the receiving Party/Parties as proven by the receiving Party/Parties; or

e) is approved for disclosure by a prior written authorisation by the disclosing party.

This Agreement shall not restrict the receiving Party/Parties from complying with a lawfully issued governmental order or legal requirement to produce or disclose confidential information, provided however, that the receiving Party/Parties promptly notifies the disclosing Party in order to enable the disclosing Party to oppose such an order or obtain a protective order.

The confidentiality obligations specified in this Section 6 shall survive the termination of this Agreement and shall continue in force for five (5) years from the termination of this Agreement.

If a Party or its researchers wish to publish any previously unpublished Foreground generated in the Project they may do so following the procedure agreed to herein. A Party undertakes to notify the other Parties of its publication intentions in writing. Such notification shall include a copy of
the proposed publication. A Party is free to continue the publishing process if the other Parties have not within thirty (30) days from receipt of the notification informed the publishing Party in writing that it shall refuse its consent. Consent may only be refused on reasonable grounds. All publications relating to such research shall mention the collaboration between all of the Parties in accordance with good scientific practice.

Reasonable grounds under this Section 6, shall mean exclusively that the publication would lead to disclosure of confidential information of the objecting Party or the publication would prevent the objecting Party from applying for a patent or otherwise securing its rights to the: i) Foreground; or ii) the objecting Party’s own Background. In case the publication would mean disclosing information relating to the objecting Party’s confidential information, the Parties shall negotiate how to modify the publication in order to remove such confidential information from the publication. In case the publication would prevent the objecting Party from securing its rights to i), or ii) mentioned above, the publication shall be postponed until the rights have been secured, but not longer than ninety (90) days from the notification by the publishing Party.

7. **Limitation of liability and Indemnification**

The Party shall be liable towards the other Parties for the damage it has caused by a breach of contract. Except for a breach of confidentiality under Section 7, a Party shall not be liable towards the other Parties for any indirect, incidental or consequential damage including, but without being limited to, loss of profits, revenue, income, savings, production or business opportunities, lost contracts, goodwill or anticipated savings, loss of, or damage to, reputation or data, cost of recall of products or the like. The total accumulated liability of a Party under this Agreement shall be limited to fifty thousand (50,000) euro. The abovementioned limitations of liability shall not be applied if the damage has been caused wilfully or by gross negligence.

The Parties undertake to perform the research in a diligent manner and as described in the Project Plan. Subject to any warranty specifically expressed in this Agreement, no other warranties are given by the Parties, and the Parties specifically disclaim any other express and implied warranties of non-infringement of third-party Intellectual Property Rights, patentability, safety, industrial or commercial suitability or success or fitness for a particular purpose of the Foreground and Background.

No Party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided that such failure to perform is caused by force majeure, such as but not limited to fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labour disturbance, or any cause beyond the reasonable control of a Party.

8. **Term and termination**

This Agreement shall enter into force as soon as it has been signed by both Parties and shall be effective as of the Effective Date. This agreement shall continue in full force and effect until terminated in accordance with this agreement or until all obligations for carrying out the Project according to this agreement have been completely fulfilled.

If a Party is in material breach of this Agreement and has not rectified such breach within sixty (60) days after receipt of written notice of the breach from the other Parties, then the other Parties
shall have the right to immediately terminate this Agreement by giving written notice of termination to the Party who is in material breach.

Termination of this Agreement shall not affect any rights and obligations of the Parties that accrued prior to termination.

The provisions of this Agreement, which due to their nature are meant to survive any termination, expiry or fulfilment of the Agreement, shall do so.

9. Applicable law and dispute settlement

This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The arbitral tribunal shall be composed of one (1) arbitrator and the place of arbitration shall be Helsinki, Finland. The language to be used in the arbitral proceedings shall be English. The arbitral proceedings, including any outcome, shall be confidential. Any judgment rendered by the arbitrators shall be final and binding upon the Parties.

10. Miscellaneous

No partnership or agency shall be deemed to be established between the Parties nor shall the relationship between the Parties be considered as an employment relationship.

This Agreement cancels all prior agreements and together with its Annexes represents the entire Agreement between the Parties relating to the subject matter thereof. This Agreement may be amended or modified by a written agreement signed by the duly authorised representatives of both Parties.

No waiver or failure to enforce the strict performance of this Agreement shall be deemed to prevent the Parties from subsequently enforcing their rights. No waiver of a provision of this Agreement will be construed effective unless presented in writing and signed by an authorised representative of the Party granting the waiver or consent. No waiver of a provision of this Agreement will be construed to be a waiver of any subsequent breach of this Agreement.

If any provision of this Agreement is, or becomes, unenforceable the remainder of this Agreement will remain in full force and effect.

All notices under this Agreement shall be in writing.

11. Annexes

Annex 1 Project Plan
Annex 2 Joint Controller Agreement

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Annexes to this Agreement shall constitute an integral part of the Agreement. In case of any discrepancies between the Agreement and its Annexes attached hereto, the priority shall be as follows: 1. Joint Controller Agreement, 2. this Agreement, 3. Project Plan.

12. Signatures

This Agreement may be executed in counterparts, each of which shall be deemed original, and in aggregate shall constitute one and the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. The parties expressly consent and agree this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability, as well as admissibility, the same as hand-written signatures.

[SIGNATURES ON FOLLOWING PAGE]
University of Helsinki

Place and date: __Helsinki__________________, _____31 March 2020____

[Giuseppe Ritella]  
[Principal investigator]

[Giuseppe Ritella]  
[Principal investigator]

[Joanna Mäkelä]  
[Dean of Faculty]

University of Foggia

Place and date: ____________________, ____________________

[Pierpaolo Limone]  
[Contact person]

[Sebastiano Valerio]  
[Director of Department]

The Teachers Center of Democratic Initiative Foggia

Place and date: ____________________, ____________________

[Luigi Fabbrizio]  
[Contact person]

[Maria Antonia Camarca]  
[President]
ANNEX 1: PROJECT PLAN

Technologies To Create: Opportunities And Challenges for Digital Education (TeCOS)

1. Objectives

Formalizing and developing a collaboration concerning the Research "Technologies To Create: Opportunities And Challenges for Digital Education (TeCOS)" (P.I. Giuseppe Ritella – Faculty of Educational Sciences of the University of Helsinki) is a common interest of the parties in order to achieve the wider results in scientific research.

The Research "Technologies To Create: Opportunities And Challenges for Digital Education (TeCOS)" is aimed at analyzing educational innovation, particularly in relation to pedagogical activities that involve the creative use of digital technologies (microcontrollers, 3d printers, educational robotics, etc.).

The specific objectives of the research are the following:

a. to contribute to the educational innovation through the co-design, the implementation and/or the improvement of learning units and/or innovative open-ended tasks mediated by new technologies;

b. to develop scientific knowledge about educational innovation processes, involving both the examination of teachers’ past experience, motivation and needs, and the analysis of here and now processes emerging from the interactions with the students during the implementation of innovative pedagogical activities;

c. to examine and to define effective ways of cooperation between universities and schools.

For the purpose of data analysis, the following methods could be involved:

a. qualitative and quantitative analysis of teachers’ interviews;

b. video analysis of recorded teachers’ innovative learning tasks co-design meetings;

c. video analysis of recorded students’ activities during the implementation of the knowledge creation tasks;

d. qualitative analysis of students’ and teachers’ questionnaire data before and after the implementation of innovative and open-ended tasks;

e. content analysis of students’ group interviews.

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The selection of the methods for the implementation of the research can be adapted to the specific needs of each school, in particular based on the choice expressed by all participants in the informed consent form, provided that such adaptation allows to maintain the general structure and purposes of the research unchanged.

Data analysis will lead to a better understanding of innovative educational practices. The findings of each study will be shared through the publication of joint scientific articles in national and international journals, presentations at conferences and through the organization of dissemination events.

2. Plan

According to the present agreement, the University of Foggia agrees to collaborate to the planned research actions by contributing to the data collection and analysis, as well as by sharing the research and its findings through the publication of scientific articles, the presentations in national and international conferences and through dissemination events.

In particular, it is expected that one PhD student from the Department (UNIFG) will collaborate to the research activities within the framework of his/her PhD research and that the Scientific Director of TECOS’ project, Dott. Giuseppe Ritella, can contribute to the student’ tutoring as second supervisor.

The coordination activities related to the project and on behalf of the University of Foggia will be carried out by Prof. Pierpaolo Limone.

The CIDIFG agrees to set up a network of 5 - 6 schools within the province of Foggia who will participate in the project. In particular, in the curriculum of these schools a new educational activity will be experimentally introduced. The learners participating in this activity will collaboratively work at the design and creation of digital or material objects aimed at tackling an authentic problem, by using digital and non-digital materials and technologies, with the aim of developing specific and transversal skills. The planned activities will be carried out in order to guarantee the connection with the study disciplines and with the aim to develop significant learning of skills and competences valuable for the life of the students outside of the educational context. This educational project will also represent an educational method to bring girls and boys closer to the study of STEM subjects (Science, Technology, Engineering, Mathematics) in a

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practical way, having the foresight to plan activities that encourage the interest of girls and boys more closely.

The network of schools coordinated by CIDIFG will contribute to the research by:

a. selecting the students who will participate in the activities, collaborating at the collection of informed consent of the parents to authorize the collection of data;
b. selecting the teachers who will participate in the project (maximum 3 teachers per school), who will be assisted, during the co-design, experimentation and / or improvement of educational activities based on the use of new technologies by the team of experts composed by the PI of the Research Project - Giuseppe Ritella, UH - educational technology experts appointed by the CIDIFG and by collaborators from the UNIFG.

Each teacher can participate in the research activities after completing the informed consent form. The coordination activities relating to the Network of schools will be carried out by Luigi Fabbrizio for the CIDIFG and, for the individual schools, by the respective school principals.

The UH commits to coordinating the research and developing the research methodology in collaboration with the partners. In addition, UH will:

a. collaborate with teachers and support them in the educational innovation process that will result from research,
b. process and store data securely as required by applicable Personal Data Regulations and other laws.

The activities related to the project and on behalf of the University of Helsinki will be carried out by Giuseppe Ritella, who will act as principal investigator.

The research will begin on the date of the signing of this agreement and will be completed by the month of April, 2022.

The present agreement does not involve financial obligations for the parties, which commit to act in mutual agreement and for the sole purpose of achieving the research objectives.