

UNIVERSITÀ DEGLI STUDI DEL MOLISE



CONCORSO PUBBLICO, PER TITOLI ED ESAMI, PER LA COPERTURA DI N. 1 POSTO DI PERSONALE DA INQUADRARE NELLA CATEGORIA D, POSIZIONE ECONOMICA D1, AREA TECNICA, TECNICO SCIENTIFICA ED ELABORAZIONE DATI, CON RAPPORTO DI LAVORO SUBORDINATO A TEMPO DETERMINATO, DELLA DURATA DI 36 MESI, IN REGIME ORARIO PART-TIME AL 50%, PRESSO L'UNIVERSITÀ DEGLI STUDI DEL MOLISE (COD. 7/2017) PER IL SUPPORTO ALLE ATTIVITÀ DEL CENTRO LINGUISTICO DI ATENEO (PUBBLICATO SULLA G.U.R.I.- CONCORSI ED ESAMI DEL 13 OTTOBRE 2017).

PRIMA PROVA SCRITTA

TRADUZIONE DOCUMENTO N.1 (in allegato)

LA COMMISSIONE

prof.ssa Giuliana FIORENTINO

Giuliana Fiorentino

Presidente

prof. Antonio MONTINARO

Antonio Montinaro

Componente

prof.ssa Laura TOMMASO

Laura Tommaso

Componente


dott.ssa Antonella GERMANESE

Antonella Germanese

Segretario

Antonella Germanese




This Centre Agreement (this "Agreement") is made on 17 May 2012 between the Chancellor, Masters and Scholars of the University of Cambridge acting through its departments, the University of Cambridge Local Examinations Syndicate and Cambridge ESOL, 1 Hills Road, Cambridge CB1 2EU ("Cambridge ESOL") of Syndicate Buildings, 1 Hills Road, Cambridge, CB1 2EU, UK and CLA of the Università degli Studi del Molise, Via De Sanctis Campobasso Italy ("the Centre").

The Centre has applied to Cambridge ESOL to act as a centre to offer Cambridge ESOL Examinations and/or teaching qualifications ("the Qualifications"). Authorisation to run specific Qualifications is granted separately and it is hereby agreed that Cambridge ESOL authorises the Centre to promote and administer the following Qualifications. This Agreement describes the relationship and obligations between the parties.

[...]

1. The Centre agrees that in accord with Cambridge ESOL guidelines as updated from time to time and to Cambridge ESOL's reasonable satisfaction it will:

1.1. Abide by the centre terms and conditions as laid out in the current Cambridge ESOL Centre Registration Booklet, which include those applicable to the Centre Exams Manager (CEM) acting on behalf of the Centre, and also include notifying Cambridge ESOL of any changes to the CEM.

1.2. (*With the exception of Teaching Qualifications*) Make a minimum of 100 candidate entries in total each calendar year.

1.3. Nominate a named CEM (or Centre Administrator for Teaching Awards) through whom the obligations to Cambridge ESOL will be met and providing him/her with office space and equipment, including internet access and an email account.

1.4. Administer the Qualifications to Cambridge ESOL quality standards in the Region agreed with Cambridge ESOL by:

1.4.1. Administering the examinations in accordance with the current Handbook for Centres and any other administration documentation provided by Cambridge ESOL (for example, Exam Instruction Booklets) which are hereby incorporated into and subject to this Centre Agreement.

1.4.2. Using software and online administration sites provided under licence by Cambridge ESOL for administering the Qualifications and hold any username and password for its use confidential according to the terms of the licence.

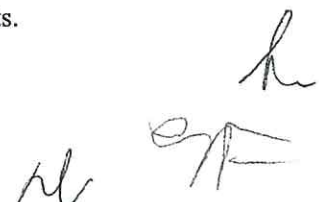
1.4.3. Acting as a registration and administration point for Cambridge ESOL Qualifications.

1.4.4. Permitting Cambridge ESOL at its own cost to inspect any premises and/or documents used by the Centre in connection with the Qualifications. The Centre undertakes to make changes or otherwise adequately address any concerns, including the completion and return of any Action Plans, as identified by and to the satisfaction of Cambridge ESOL, before running any further Cambridge ESOL Qualifications.

1.4.5. Ensuring that all exam candidates when they register for an exam have received a copy of the Summary Regulations for Candidates which is available at www.esolcentrenet.org <<http://www.esolcentrenet.org>> and at www.cambridgeesolonline.org <<http://www.cambridgeesolonline.org>>.

1.4.6. Arranging for the receipt and secure storage of examination materials, which may include payment by the Centre of local customs duties.

1.4.7. Returning or securely destroying all exam materials in accordance with the instructions in the Handbook for Centres and the Exams Instructions Booklets.



1.4.8. Ensuring that correspondence from Cambridge is disseminated promptly to all relevant staff at the Centre; also by replying promptly to any communication from Cambridge ESOL or its representatives.

1.4.9. Setting local exam dates and local fees and informing Cambridge ESOL of these when requested.

1.4.10. (*Except the UK*) Managing the recruitment of Examiners and supporting the recruitment of Team Leaders for oral components of the examinations as detailed in the Minimum Professional Requirements for the Cambridge ESOL Speaking Tests (as amended by Cambridge ESOL from time to time).

1.4.11. (For Teaching Qualifications only) Providing training courses delivered by trained and experienced tutors approved by Cambridge ESOL as per the instructions in the Cambridge ESOL Teaching Award administration documentation and ensuring that tutors and assessors participate in briefing and standardisation procedures.

1.4.12. (For Teaching Qualifications only) Administering the Teaching Qualifications according to all instructions given in Cambridge ESOL's administration documentation, including ensuring minimum contact time and teaching practice

1.4.13. (For centres that supervise other centres) The Centre and its CEM (on behalf of the Centre) are responsible for all matters relating to the administration of the Qualifications through the centres listed in the conditions section of this agreement and for the service these centres provide to candidates and other schools, including without limitation the Centre shall be fully liable for these centres' compliance with any and all terms of the Centre's Centre Agreement, the Handbook for Centres and any other associated documents, with respect to these centres' operations. The Centre is responsible for ensuring that a suitably experienced and qualified person is given the role of CEM, after approval by Cambridge ESOL, in each of the supervised centres.

Cawana Bawani

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CONCORSO PUBBLICO, PER TITOLI ED ESAMI, PER LA COPERTURA DI N. 1 POSTO DI PERSONALE DA INQUADRARE NELLA CATEGORIA D, POSIZIONE ECONOMICA D1, AREA TECNICA, TECNICO SCIENTIFICA ED ELABORAZIONE DATI, CON RAPPORTO DI LAVORO SUBORDINATO A TEMPO DETERMINATO, DELLA DURATA DI 36 MESI, IN REGIME ORARIO PART-TIME AL 50%, PRESSO L'UNIVERSITÀ DEGLI STUDI DEL MOLISE (COD. 7/2017) PER IL SUPPORTO ALLE ATTIVITÀ DEL CENTRO LINGUISTICO DI ATENEO (PUBBLICATO SULLA G.U.R.I.- CONCORSI ED ESAMI DEL 13 OTTOBRE 2017).

PRIMA PROVA SCRITTA

TRADUZIONE DOCUMENTO N.2 (in allegato)

LA COMMISSIONE

prof.ssa Giuliana FIORENTINO

Presidente

prof. Antonio MONTINARO

Componente

prof.ssa Laura TOMMASO

Componente

dott.ssa Antonella GERMANESE

Segretario



COLLABORATIVE RESEARCH AGREEMENT

THIS AGREEMENT is made as of _____, ____ by and between the University of Rochester, an educational institution chartered by the State of New York and having its principal place of business at 601 Elmwood Avenue, Box OTT, Rochester, New York 14642 ("University") and _____, a [state of incorporation] corporation having its principal place of business at _____ ("Collaborator").

WHEREAS, University and Collaborator desire to perform certain research work and are willing to [have certain employees directly collaborate] [and/or] [provide University with access to proprietary research data and materials][receive from University certain proprietary data and research materials];

WHEREAS, the performance of collaborative research is consistent with the instructional, scholarship and research objectives of University;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, University and Collaborator agree as follows:

1. DEFINITIONS

As used in this Agreement, capitalized terms have the meanings given them below or elsewhere in this Agreement:

1.1. Research Materials means those experimental materials and data one party may provide the other in connection with and as stated in the Research Program.

1.2. Research Program means the research program set forth in Exhibit A.

1.3. Research Program Invention will mean any invention, discovery, work of authorship, software, information or data, patentable or unpatentable, that is conceived, discovered and reduced to practice in performance of the Research Program.

1.4. Confidential Information means Collaborator owned confidential scientific, business or financial data or information which will be clearly marked as such in writing provided that such information:

1.4.1. is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;

1.4.2. has not been made available by its owners to others without a confidentiality obligation;

1.4.3. is not already known by or available to the receiving party without a confidentiality obligation;

1.4.4. is not independently developed by the receiving party;

1.4.5. does not relate to potential hazards or cautionary warnings associated with the performance of the Research Program of the Agreement or is not required to be disclosed under operation of law.

Handwritten signatures and initials: "NV", "GF", and "H".

RESEARCH PROGRAM

2.1. Research Efforts. Provided Collaborator performs all its obligations under this Agreement, University will use its reasonable efforts to conduct those activities for which it is responsible under the Research Program.

2.2. University Principal Investigator. The conduct of University's activities under the Research Program will be under the direction of _____ ("University's Principal Investigator").

2.3. Collaborator's Principal Investigator. The conduct of Collaborator's activities under the Research Program will be under the direction of _____ ("Collaborator's Principal Investigator").

2.4. Use of Research Materials. Any Research Materials of one party transferred to the other in connection with the Research Program may only be used as stated in the Research Program. Unless the parties agree otherwise, Research Materials are to be considered the "Confidential Information" of the party providing them.

2.5. Reporting. The parties will generally keep one another informed of the results of the work performed in connection with the Research Program, principally through their respective Principal Investigators. In addition, the parties' respective Principal Investigators will meet and provide reports as stated in the Research Program.

2.6. Changes to the Research Program. During the course of the Research Program, either or both of the Principal Investigators may find it advantageous to modify the Research Program. Any modifications will be documented and formalized in a written amendment to this Agreement and any such amendment will become effective only if signed by an authorized representative of both parties to this Agreement.

2.7. University Purposes; Use of Facilities; No Guarantee of Results. Collaborator acknowledges that the primary mission of University is education and the advancement of knowledge; and, consequently, the Research Program will be performed in a manner best suited to carry out that mission. Specifically, University's Principal Investigator will determine the manner of performance of University's part in the Research Program and University does not represent or warrant that the Research Program will be successful in any way or that any specific results will be obtained.

2.8. Similar Research. Nothing in this Agreement will be construed to limit the freedom of University or its researchers who are participants under this Agreement, from engaging in similar research made under other grants, contracts, or research agreements with parties other than Collaborator.

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CONCORSO PUBBLICO, PER TITOLI ED ESAMI, PER LA COPERTURA DI N. 1 POSTO DI PERSONALE DA INQUADRARE NELLA CATEGORIA D, POSIZIONE ECONOMICA D1, AREA TECNICA, TECNICO SCIENTIFICA ED ELABORAZIONE DATI, CON RAPPORTO DI LAVORO SUBORDINATO A TEMPO DETERMINATO, DELLA DURATA DI 36 MESI, IN REGIME ORARIO PART-TIME AL 50%, PRESSO L'UNIVERSITÀ DEGLI STUDI DEL MOLISE (COD. 7/2017) PER IL SUPPORTO ALLE ATTIVITÀ DEL CENTRO LINGUISTICO DI ATENEO (PUBBLICATO SULLA G.U.R.I.- CONCORSI ED ESAMI DEL 13 OTTOBRE 2017).

PRIMA PROVA SCRITTA

TRADUZIONE DOCUMENTO N.3 (in allegato)

LA COMMISSIONE

prof.ssa Giuliana FIORENTINO

Presidente

prof. Antonio MONTINARO

Componente

prof.ssa Laura TOMMASO

Componente

dott.ssa Antonella GERMANESE

Segretario





HOSTING AGREEMENT FOR VISITING PROFESSOR

[...]

It has been agreed and decided that

Article 1 - Subject

1. The subject of this agreement is to define the conditions under which the Research Stay of the Visiting Professor to the University will take place and to determine the respective rights and obligations of both Parties.
2. *This Research Stay will take place from 20.. to 20...*

Article 2 – Organisation of the Research

The individuals responsible for execution of this agreement are

- for the University: *Mr/Ms Full name, position*
- for the Home Institution: *Mr/Ms Full name, position*

Article 3 – Status, Responsibilities and Insurance

- 3.1. Throughout the duration of the Research Stay, the Visiting Professor, who is employed by the Home Institution, will be supported by *Mr/Ms Full name, position* from the University, without putting into question the employer-employee relationship which connects him or her to the Home Institution in any way. The Visiting Professor will, under no circumstances, be remunerated by the University.
- 3.2. During its stay within the University, the Visiting Professor must comply with the internal regulations of the University, particularly in terms of hours, respect for safety conditions, etc. In the event of these regulations being breached, the Home Institution and the University reserve the right to suspend or terminate the Research Stay.
- 3.3. Payment of any costs resulting from the Research carried out at the University will be the subject of a specific agreement between the Parties.
- 3.4. In the event of an accident occurring within the University, the Visiting Professor will be covered by the insurance policy of the Home Institution. He or she is, moreover, covered in terms of civil responsibility and personal accidents within the context of the Research Stay, by an insurance policy taken out by the Home Institution.
- 3.5. The University declares, as far as it is concerned, to be insured in terms of civil responsibility, in line with the regulatory provisions in force.
- 3.6. The University will inform the Home Institution as quickly as possible of any difficulties which may arise during the Research Stay and which are likely to affect its implementation.

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Article 4 - Confidentiality

- 4.1. Without prejudice to the provisions of the present article, during the duration of this agreement until the information enters into the public domain, the Parties agree to respect the confidentiality of information obtained as part of the Research Stay and to do everything possible to avoid disclosing this information to third parties insofar as this information:
- is not in the public domain;
 - has not already been made public in earlier publications;
 - is not already known by them and proof can be provided;
 - has not been lawfully communicated by authorised third parties.
- 4.2. Any publication or communication will be conducted in agreement with the other Party. Any publication or communication by either Party of confidential information which may be protected within the context of industrial property may be delayed by the other Party for a period of time necessary to ensure this protection, although this period may not exceed 18 months. These draft publication or communication plans will be submitted for the opinion of the other Party who may delete or modify certain details the disclosure of which may harm the smooth industrial or commercial exploitation of the results of the Research. Such deletions or modifications will not damage the scientific value of the publication. This agreement will be assumed to have been consented to if in the month following the request for publication and/or communication by one Party, the other Party does not express its position.

Article 5 - Ownership and Use of Results

Each Party retains exclusive ownership of the knowledge acquired previously in the Research field.

Results of any nature or data obtained by the Visiting Professor during the Research Stay within the University will be the property of the University, in line with the Regulation in Annex 2, which grants it the exclusive right to use them.

In the event of results or data being obtained or generated in whole or in part during the Visiting Professor's Research Stay, the University agrees to recognise the contribution the Visiting Professor has made.

Article 6 - Duration

Without prejudice to specific provisions within it, this agreement is concluded for a duration of ... days/
months entering into force on 20.. .

In the event of non-compliance with the provisions of this agreement, the University will immediately inform the Home Institution in order to identify the necessary and appropriate measures to take, including the possibility of terminating this agreement.

In the event of failure to act by the Visiting Professor, the University will be free to suspend or terminate the Research Stay unilaterally.

