

Secondment Agreement

This agreement is made between:

AIX-MARSEILLE UNIVERSITÉ (referred to as AMU or Host Entity), a public scientific, cultural and professional institution, with its headquarters at 58, boulevard Charles Livon, 13284 Marseille cedex 07, France, represented by its President, Professor Eric Berton,

- Acting in its own name and on behalf of the Research units: the Centre Camille Jullian (UMR AMU CNRS 7299), headed by Dr Giulia Boetto, researcher HDR CNRS.

and

ISTITUTO CENTRALE PER L'ARCHEOLOGIA, hereinafter indicated as ICA or Seconding Entity, established in Via San Michele, 22 - 00153 Roma (Italy)

Definitions:

Experienced researcher (ER): is a researcher with at least four years (full-time equivalent) of research experience, including the period of research training.

Secondment: means a period during which an ER is hosted by an entity (Seconding Entity) other than his/her employing institution (Host Entity).



Secondment Plan: The detailed plan of activities to be carried by the ER in the receiving institution. Such Plan is optional but recommended and can be added to this agreement or as a part of the Career Development Plan.

Hosting Entity: Institution where the ER was recruited, in the present case, AMU.

Seconding Entity: Partner organization or party other than the researcher's employing entity. It provides additional trainings and hosts researchers during secondment.

The Host Entity (AMU) agrees to the placement of MARINA COVOLAN (the 'ER') with ICA as a seconded ER within the framework of the 'CIVIS3i' Marie Skłodowska-Curie Action: COFUND Grant Agreement 101034324, CIVIS Alliance Programme for International, Interdisciplinary, Intersectoral Research and Training for Experienced Researchers, CIVIS3i, for 100% full time equivalent on the following conditions:

1. Effective Date: 01/10/2024 – 31/12/2024
2. Period of agreement: 01/10/2024 – 31/12/2024
3. Services

During the period of the secondment the ER will undertake the role of post-doc and perform the tasks as outlined in the attached Secondment Plan. This role is based at the Seconding Entity in ITALY and the ER will reside in that country but will carry out his/her activities even remotely, constantly referring to AMU.

The Seconding Entity will provide the facilities necessary for the ER to perform the tasks as outlined in the attached Secondment Plan for the duration of this agreement.

4. Finance arrangements

The Seconding Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables during the period of the agreement.



In no event shall the Seconding Entity be responsible for the payment or waiver of any cost associated with the accommodation, board or travel expenses of the ER.

The ER will not receive any other incomes than those received from AMU for the activities carried out in the framework of this agreement.

5. Terms and Conditions

The ER shall at all times remain subject to the terms and conditions under her contract with the Host Entity. The ER will be maintained on the payroll of the Host Entity and the Host Entity shall retain all rights and responsibilities in relation to its appointment of the ER. Any current pension arrangements of the ER will remain unchanged.

This Agreement shall be governed by the Host Entity country's law (France) and the ER's and Seconding Entity consent to the exclusive jurisdiction of the Courts of the Host Entity country in respect of this Agreement.

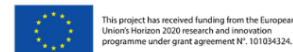
The Seconding Entity and the Host Entity will endeavour to amicably settle disputes arising out of or in connection with this Agreement. Any disputes that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The secondment is subject to the ER being and remaining eligible to be appointed in the seconding country and is subject to the ER obtaining a valid visa entitling them to work in the Seconding Entity country and compliance with the Seconding Entity country's immigration rules.

While the Seconding Entity is supporting this placement, the ER shall be under the day-to-day control of the Seconding Entity and shall undertake to comply with the working practices of, and take instructions from the Seconding Entity.

The ER must devote herself to the tasks as outlined in the attached Secondment Plan, unless there are duly justified reasons connected to personal or family circumstances.

The Seconding Entity will ensure that the ER enjoys the same standards of safety and occupational health as those of its employees holding a similar position. In any case the ER will be covered by her own insurance policy.



The beneficiary shall not be liable to the Seconding Entity in respect of any loss or damage suffered by the Partner organisation arising out of or relating to the Services provided under this Agreement or in respect of any failure to provide the Services or arising out of or relating to the termination of the ER's appointment at the Seconding Entity prior to the expiry date.

The Seconding Entity shall indemnify the beneficiary against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the beneficiary in settling, contesting or dealing for the same) resulting from any breach by the Seconding Entity of its obligations under this Agreement.

The beneficiary shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Seconding Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Seconding Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the ER and other persons who may also be affected. The beneficiary shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the ER's failure to fully meet her responsibilities under the relevant national laws and/or regulations applying to the beneficiary.

6. Intellectual Property

Any results, including information, whether or not they can be protected, arising out of the Services provided through this agreement shall be the property of the beneficiary (AMU).

In any case, AMU gives licensing rights to ICA. This implies that all the data relating to the research carried out under this agreement and archived using the National Geoportal for Archeology (GNA) template will be published on the GNA itself and will be made accessible in Open Data mode. Anyway, the ER will remain the owner of the intellectual property rights and will be cited as the author of each individual file. The information, copyrights, data,



documents, materials or intellectual property rights owned by the other participants in the CIVIS3i Project are maintained.

The ER has the same rights and will comply with the same obligations as the Host Entity with regards to the CIVIS3i Grant Agreement Article 36 (Confidentiality).

In the case that the Seconding Entity wishes to protect the confidentiality of any data, documents or other material made available to the ER within the context of this agreement, the Seconding Entity will enter into a separate Non-Disclosure Agreement (NDA) with the ER. In the case that confidential information is intended to form part of the dissertation, publication or poster of the ER, this NDA will include specific provisions to ensure that the confidential information remains protected.

In the case that the ER enjoys access rights to results and information generated within the CIVIS3i Project or formation, copyrights, data, documents, materials or IPR owned by the other Project participants, the ER will ensure that the rights of the respective owner(s) are upheld in accordance with the CIVIS3i Grant Agreement and the CIVIS3i Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Seconding Entity and the respective owner(s) granting access rights, the ER will treat all such information, results, copyrights, data, documents, materials or IPR as 'confidential information' in accordance with the terms of the CIVIS3i Grant Agreement Article 36.

The ER shall inform the beneficiary and the Seconding Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this agreement.

The ER shall inform the beneficiary as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of the CIVIS3i Grant Agreement or the CIVIS3i Consortium Agreement.

7. Additional Remarks

The General Directorate for Education, Research and Cultural Institutes of the Ministry of Culture has authorized ICA to sign this agreement with Prot. n. 12680 of 13/03/2024.



Nothing in this agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the CIVIS3i Grant Agreement.

Nothing in this agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the ER at the Host Entity.

The period of this agreement remains subject to review at any time by either the Seconding Entity or the Host Entity (see 'Termination' below) but shall be specifically reviewed in 02.09.2024.

Any proposed changes to the terms of this agreement shall be discussed and agreed in writing by the responsible authority of the beneficiary and Seconding Entity prior to initiation or amendment.

8. Termination

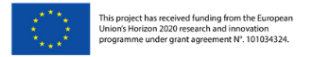
This Agreement shall be terminated if the ER's appointment by the beneficiary (AMU) is terminated for whatever reason.

Either the beneficiary or the Seconding Entity may terminate this agreement before the end of the period with three months' notice in writing to the other party.

At the end of the Agreement the scientist in charge will resume the full duties of the post of the ER for the CENTRE CAMILLE JULLIAN UMR 7299 at the Host Entity.

9. Signatures

This agreement shall be executed in three (3) counterparts, one of which shall be kept by the Seconding Entity and one by the Host Entity, the third being kept by the ER.



Signed.....

Date:

Stamp:

Professor Eric Berton

President

For and on behalf of AIX-MARSEILLE UNIVERSITÉ



Signed.....

Date: 15/03/2024 Stamp:



Dr. Giulia Boetto

Director

For and on behalf of the CENTRE CAMILLE JULLIAN UMR 7299 (AMU)



Signed.....

Date:

Stamp:

Dr. Elena Calandra

Director

For and on behalf of the ISTITUTO CENTRALE PER L'ARCHEOLOGIA (ICA)



Read and agreed:

Signed.....

Date: 18/03/2024

Marina Covolan

MARINA COVOLAN

ER