

COOPERATION AGREEMENT BETWEEN THE CITY COUNCIL OF RIBA-ROJA DE TÚRIA, THE INSTITUT CATALÀ D'ARQUEOLOGIA CLASSICA AND Friedrich-Alexander-Universität Erlangen-Nürnberg FOR THE PROJECT: **GEOPHYSICAL SURVEY AND EXCAVATION OF limited AREAS IN THE VISIGOTHIC CITY OF VALÈNCIA LA VELLA (RIBA-ROJA DE TÚRIA, COMUNIDAD VALENCIANA). 2024-2027**

PARTS.

For one part, Robert Raga i Gadea, Mayor of Riba-roja de Túria, with authority to sign this agreement following council resolution 2195/2021, 28 July 2021.

For one part, Dr Josep Maria Palet Martínez, director of Institut Català d'Arqueologia Clàssica (ICAC), in virtue of his appointment by ICAC's Steering Committee during ordinary meeting 33/2019, 19 December, who represents the institution as established in article 14 of the ICAC's statutes, passed on 11 April 2002, and 8.2 of said statutes. The Institut's address is Plaza d'en Rovellat, s/n, Tarragona, and its tax code is CIF S-4300033-J.

And on the other, University President Prof. Dr. Joachim Hornegger or his Representatives of the Friedrich-Alexander-Universität Erlangen-Nürnberg as a state institution, Schlossplatz 4, 91054 Erlangen, and in the name of the Chairholder for Christian Archaeology (Lehrstuhl für Christliche Archäologie), Prof. Dr. Ute Verstegen, Kochstr. 6, 91054 Erlangen, Germany.

BACKGROUND

FIRST. Institut Català d'Arqueologia Clàssica is a public consortium founded to promote research, high learning, and dissemination in the field of Classical archaeology in a broad sense, from a geographical, comprising the Mediterranean and its hinterland, chronological and ethnic perspective, comprising the Greek and Roman civilizations and that of other cultures directly related to them.

Institut Català d'Arqueologia Clàssica is regarded as a research centre according to Catalan law, classed as CERCA, being subject to the Science Act 9/2022, of 21 December.

SECOND. On 10 February 2016, the City Council of Riba-Roja de Túria and the Institut Català d'Arqueologia Clàssica signed an agreement to establish the general framework of cooperation between both institutions to promote research, dissemination, and outreach in the field of Classical archaeology in the municipality of Riba-Roja de Túria.

THIRD. In 2024, the City Council of Ribarroja de Túria and the Institut Català d'Arqueologia Clàssica will sign a specific agreement concerning archaeological work to be carried out in València la Vella during the period 2024-2027. In virtue of this agreement, the Institut Català d'Arqueologia Clàssica has at its disposal the site's reception building as living quarters and working area for the members of the team taking part in the archaeological works between the months of May-September in the agreed years.

FOURTH. All parts express their interest in the research, preservation, and dissemination of archaeological heritage in the municipality of Ribarroja de Túria, and their determination to disseminate knowledge about the site of València la Vella.

FIFTH. Following which, and in accordance with the Public Bodies Administrative Procedure Act 39/2015, of 1 October, and the Legal Regime of the Public Sector Act 40/2015, of 1 October, the parts agree to the following.

CLAUSES

First. Object of the Agreement

The object of this agreement is to establish the framework of cooperation between the City Council of Ribarroja de Túria, the Institut Català d'Arqueologia Clàssica and the Chair of Christian Archaeology at the Friedrich-Alexander-Universität Erlangen-Nürnberg to undertake geophysical survey and archaeological excavations in the Visigothic site of València la Vella (Ribarroja de Túria, Comunidad Valenciana) (thereafter referred to as "the site").

Second. Coordination of the agreement

The unfolding of this agreement will be coordinated by Dr Josep Maria Macias Solé, Institut Català d'Arqueologia Clàssica, Cristina Silvestre Bernabeu, City Council of Ribarroja de Túria, and Dr Jenny Abura, Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie).

Third. Works, obligations, and commitments

In order to bring this agreement to fruition, the parts commit to assume the conditions that derive from its signature.

The parts commit to the following:

1. All parts will act in coordination, and the coordination of scientific work will be the responsibility of Institut Català d'Arqueologia Clàssica and the Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie).
2. The parts will contribute with the human and material resources that they deem necessary from those at their disposal and any external service that they decide, on their own responsibility, to hire; similarly, they will facilitate the use of whatever facilities are deemed necessary. The Institut Català d'Arqueologia Clàssica will facilitate excavation maps and plans resulting from work in earlier years, to use in the activities contemplated

in this agreement. The Team of the Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie) may use their own excavation and survey team at the site .

3. The stratigraphic records generated by the Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie) will follow the models used by the team in València la Vella. The Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie) will issue a report of their work within two months after the completion of the excavation, and will ensure that the archaeological material found is washed and adequately stored. The classification of the material and the production of graphic material will be the responsibility of ICAC.
4. The City Council of Riba-Roja de Túria will make the site's reception building for accommodation and work purposes available to the Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie) archaeological team.
5. The Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie) will be responsible for cleaning and maintaining the reception building during the excavation season.
6. The Chair of Christian Archaeology (Lehrstuhl für Christliche Archäologie) commits to follow real and effective gender equality protocols, according to the commitment signed by ICAC, as described in <https://icac.cat/en/who-are-we/excellence-in-hr/equality/>

Fourth. Dissemination of results, confidentiality, publications, and intellectual property

The scientific exploitation of the site and the dissemination of results correspond to the signatory parts.

All parts will treat all information marked as confidential and provided by the other parts within the framework of this agreement as such. This limitation will not apply to information that demonstrably

- is in the public domain as a result of publication or becomes common knowledge not as a result of the recipient's actions, or
- has been communicated by a third part not on condition of confidentiality, or
- is already known by the recipient part before it was communicated by the other part, or
- is the result of the independent work of the staff of the recipient part without them having had previous access to said information.

The parts are entitled to publish the result of their own work. The parts will inform the other parts of these publications in advance. Dissemination work and other publications will mention the cooperation between the parts within the framework of this agreement. The parts commit to work together in the publication of the research outcomes that result from this agreement, facilitate access to the scientific data obtained within the framework of this agreement, and, to the best of their ability, promote publications, meetings, and other scientific activities to disseminate the work undertaken within the framework of this agreement.

Publications that convey information from the other part that needs to be dealt with confidentially will require the express consent of the other part. The parts are not entitled to withhold information without due cause. If a part publishes research results demanded by their legal or statutory obligations, which do not involve key scientific knowledge or commercial secrets of the other parts, it will not require the consent of the other parts.

Authorship and intellectual property of results obtained within the framework of this agreement will belong to the institutions and the researchers taking part in the research works. When authorship and intellectual property are unclear, they will be regarded as jointly owned:

Fifth. Economic regime

This agreement places no financial commitment on any of the signatory parts.

Sixth. Legal regime

This agreement is framed according to Public Bodies Administrative Procedure Act 39/2015, of 1 October, and the Legal Regime of the Public Sector Act 40/2015, of 1 October.

Seventh. Data protection

According to the Personal Data Protection and Safeguard of Digital Rights Act 3/2018, of 5 December, the parts explicitly commit not to use the personal data at their disposal as a result of this agreement, except for those that are strictly necessary to comply with this agreement.

Should the parts come in the possession of personal data of the other parts in the course of the implementation of this agreement, a specific agreement or contract will be negotiated to establish the guidelines according to which said data will be used and processed. The part or parts that do not comply with these clauses will be responsible of the ensuing results.

Eighth. Termination of the agreement

This agreement can be terminated for the following reasons:

- Mutual agreement between the parts.
- Non-compliance of any of the clauses of this agreement by any of the parts.
- Unilateral decision by one of the parts, should circumstances arise that could significantly hamper their participation in the agreement. This will be communicated in writing to the other part sufficiently in advance.

In case of termination of the agreement, both parts are tied to fulfilling their obligations until such date as the agreement is officially terminated.

Ninth. Conflict resolution

The parts commit to resolve possible differences in the interpretation of this agreement amicably. Should that not be possible, the civil-administrative courts will be regarded as

competent to rule in eventual lawsuits concerning the implementation or interpretation of this agreement.

Tenth. Duration of the agreement

This agreement will come into force on 1/07/2024 and will have a duration of four years.

Eleventh. Responsibility

The parts renounce suing the other part for damages, including indirect damages, unless they are caused by fraud or grave negligence on the other part. Responsibility for personal damages will be determined by the existing legislation.

Within the framework of this agreement, all parts will strive to communicate all relevant information punctually. The parts will not be responsible, within the duration of the agreement or after it has come to an end, of the exactitude of the information that they convey within the framework of the agreement, not of the damages that could result from the use of this information.

Twelfth. Publicity and transparency

This agreement is subject to Spanish law in terms of transparency and access to public information.

Once signed, the cooperation of the parts will be announced in the "Agreements" section of the ICAC's website.

Showing their conformity, the parts sign this agreement, which will come in force on the date of the last electronic signature to be affixed.

And, as a show of conformity, they sign this agreement.

Thirteenth. Export control

The performance of the agreement is subject to the provision that there are no obstacles to performance due to statutory or contractual export control provisions, in particular embargoes or other sanctions. The parts shall provide the necessary export and import licenses as well as customs declarations in accordance with the legal provisions applicable to them in each case. In doing so, the parts are obliged to support each other, to the extent necessary.

The Customer shall comply with the respective applicable provisions of national and international export control law when passing on the goods to third parties including affiliated companies in Germany and abroad. Should the agreement require export control approval by a third country, the above paragraphs shall apply accordingly.

ICAC[®]
Institut Català
d'Arqueologia Clàssica

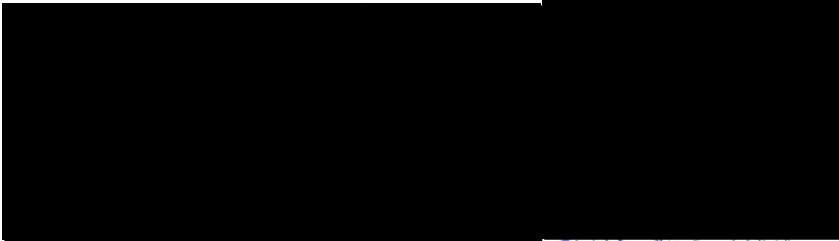


AJUNTAMENT de
RIBA-ROJA DE TÚRIA

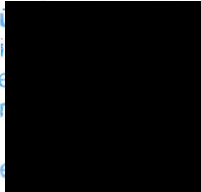
Friedrich-Alexander-Universität
Erlangen-Nürnberg

FAU

Erlangen, 16. Juli 2024

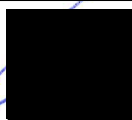


Friedrich-Alexander-Universität
Erlangen-Nürnberg
Referat H3 - Drittmittel
Rechtsangelegenheiten
Im Auftrag
Regierungsdir



Josep M. Palet Martínez

Robert Raga Gadea



RD Axel Klon
Head of Office of Third-Party-
Funding and Related Legal
Affairs

Director Institut Català Mayor of Riba-roja de Túria
d'Arqueologia Clàssica.

Friedrich-Alexander-
Universität Erlangen-
Nürnberg

Lehrstuhl für Christliche Archäologie

Fried



Pr
Chairholder/Professor of
Christian Archaeology
Friedrich-Alexander-
Universität Erlangen-
Nürnberg