

Univerza v Ljubljani



Consiglio Nazionale delle Ricerche

POS. CNR N. 553BIS/13

REP. CNR SIGLA N. 17400

FRAME PROGRAMME AGREEMENT

between

CONSIGLIO NAZIONALE DELLE RICERCHE

(National Research Council)

hereinafter referred to as "CNR", with offices in Roma, Piazzale Aldo Moro, n.7, ITALY (tax code 80054330586), represented by its Chairman, Prof. Luigi Nicolais, born in Sant'Anastasia (NA) on the 9th February 1942,

and

UNIVERZA V LJUBLJANI

(University of Ljubljana)

hereinafter referred to as "UL", with offices in Ljubljana, Kongresni trg 12, SI-1000 SLOVENIA (tax code SI 54162513, registration No.5085063000) represented by its Rector Prof. Radovan Stanislav Pejovnik, Phd, born in Dolenja vas, Slovenia on May, 4, 1946,

hereinafter collectively referred to as the "Parties".

WHEREAS

The Legislative Decree of the 4th June 2003, no. 127 on the reorganisation of the Consiglio Nazionale delle Ricerche (National Research Council), defines the purpose of this national public body as carrying out, promoting, spreading, transferring and improving research activities in the main sectors of knowledge growth and its applications for the scientific, technological, economic and social development of the Country, pursuing the integration of innovative and diffusing disciplines and technologies, including through cooperation agreements and integrated programmes and in particular:

in accordance with art. 3 of the Legislative Decree 127/03, the National Research Council:

- a. carries out, promotes and coordinates research activities in the pursuit of excellence within the national and international ambit, aiming to improve knowledge in the main development sectors identified within the European cooperation and integration and cooperation with universities and other public and private organizations;
- b. carries out the communication and promotion of research, ensuring the dissemination of the respective economic and social results inside the Country;
- c. carries out the certification, testing and accreditation for the public administration;
- d. provides support for project ideas involving research undertakings at an early stage;
- e. promotes and realizes undertakings that integrate public and private research, including with the purpose of acquiring further resources for financing joint projects;
- f. ensures the realization and management of large scientific and technological equipment;
- g. cooperates with regions and local governments in order to promote the development of specific production environments on the territory through joint research undertakings;
- h. promotes the valorisation for production and social purposes and the technological transfer of the research results carried out or coordinated by its own scientific network;
- i. carries out, on demand, technical and scientific consulting activities on subjects within its scope for the Ministry of University and Research, other public administration bodies, companies or other private subjects;

The University of Ljubljana (UL) practices basic, applied and development research, striving for excellence and quality of the highest standard in all fields of science and arts, such as the humanities, social sciences, linguistics, arts, medicine, natural sciences and technology.

Based on its own research projects as well as advances in research at home and abroad, the University provides instruction and training to prominent scientists and experts, capable of leading sustainable development, with a view to respecting the legacy of European Enlightenment and Humanism as well as human rights. The University also promotes interdisciplinary and multi-disciplinary studies.

Achievements in the fields of science and arts are shared with other universities and institutions carrying out scientific research. It thus contributes its share to the world's treasure of knowledge and at the same time, disseminates this knowledge within the country's borders. The University works in co-operation with various economic institutions in both the public and private sectors, with the government and local authorities as well as other civil institutions. In this way it encourages the harnessing and application of its research and educational achievements and contributes to social development.

The University of Ljubljana has a consolidating role in the academic community of professors, researchers, students and other associates, and strives to establish its fine reputation both at home and around the world. Its research, education, public activities and relations among its members is carried out based on the following principles:

- professional excellence or ensuring the highest possible quality,
- academic freedom of its staff and students, particularly creative freedom,
- autonomy in relation to the state, politics, capital or church,
- humanism and human rights, including equal opportunity and solidarity.

CONSIDERING THAT

Within CNR, there are Departments operating, together with its research institutes, in various research projects in the areas of

- biomedical sciences
- physical sciences and material technologies
- earth sciences and environmental technologies
- chemical and material sciences
- engineering, ICT and energy and transport technologies
- bio-agrofood sciences
- human and social sciences, cultural heritage;

Within its research activities, CNR maintains continuous scientific cooperation relationships with the main European and international institutions, both public and private, as well as with the academic scientific community.

The University of Ljubljana and its constituent Faculties implements and promotes basic, applied and developmental research and is pursuing excellence and the highest quality as well as the highest ethical criteria in all scientific fields and art. The UL encourages interdisciplinary and multidisciplinary study, exchanges results of achievements in science and art with other universities and scientific research institutions, thus contributing to the national and world knowledge treasury as well contributing to the transfer of these achievements among the students, academic members, researchers and other users.

The scientific cooperation between CNR and UL permits the optimisation of the awaited results and the utilization of the financial resources available at a national, EU and international level.

Article 1

The preamble remarks form an integral and substantial part of this programme agreement.

Article 2 (PURPOSES)

This Frame Programme Agreement's purpose is to regulate the cooperation between CNR and UL. The cooperation shall aim at expanding knowledge and updating and incentivising the innovative processes during the joint technical-scientific and development activities and shall be regulated by the provisions included in:

- a. this Frame Programme Agreement;
- b. the individual Operational Agreements as described in Art. 5 of this agreement;

c. all the applicable provisions of law.

The joint research subjects, as defined by the Advisory Committee provided for by the following Art. 3, shall primarily deal with:

- **physical and chemical sciences and material technologies**
- **ICT and energy technologies**
- **earth sciences and environmental technologies**
- **biomedical sciences and biotechnologies**

Particular attention shall be focussed on the transfer of technical and scientific knowledge, facilitating mobility and supporting the training of young researchers and Ph.D. candidates within special joint programmes.

Article 3 (ADVISORY COMMITTEE)

1. CNR and UL agree on the institution of an Advisory Committee with the task of identifying the implementation guidelines for the cooperation. In particular, the Advisory Committee shall carry out the following functions:
 - a. evaluating the common research projects;
 - b. proposing suitable procedures to the Parties to improve the cooperation and the coordination of activities of common interest, including the connection of the strategic plans and the three-year plan, concerning the subjects indicated in Art. 2;
 - c. promoting other subjects of common interest aiming to achieve the purposes described in this frame programme agreement.
 - d. proposing common undertakings to advertise, use for scientific purposes and publish the results of the joint programmes.
2. The Advisory Committee is composed *de jure* of the CNR Chairman or his representative and by the Rector of UL or his representative, as well as four other members, two of which are appointed by the CNR and two by the UL.
3. The Advisory Committee shall have the right to engage experts according to the operational necessities of each specific undertaking.
4. Participation in the Advisory Committee is free of charge and any mission expenses for the members of the above-mentioned Committee shall be paid by the respective relevant body.
5. In its first meeting, the Committee shall define the modalities of its operation by means of specific regulations. The Committee shall convene at least once per semester in order to examine the issues connected to the subjects indicated in the previous art. 2 and the resulting undertakings to be carried out from time to time, which shall have to be included in the relevant activity programmes, and to ascertain the current state of those already launched.

Article 4
(THE OBLIGATIONS OF THE PARTIES)

The Parties undertake to:

- a) make use of the Advisory Committee described in the previous Art. 3 for the definition of research programmes and projects in response to international and national calls for bids;
- b) develop joint activities according to the principle of mutual benefit, also in cooperation with other public and private subjects;
- c) allow reciprocal access to scientific data obtained in joint programmes in obedience to intellectual property and the property rights of the Party that produced them;
- d) allow reciprocal access to instrumental resources, compatible with their availability within the respective activity programmes and according to the principle of payment of the deriving financial burdens calculated according to their cost;
- e) allow the application of the institution of association as regulated by the "Disciplinare sui criteri generali per l'associazione ai sensi dell'articolo 17 del Regolamento del Personale" (Specifications concerning the general criteria for association under article 17 of the Personnel Regulations) approved by means of the ordinance of the CNR Chairman no. 006 of the 2nd February 2007;
- f) promote and carry out any possible scientific cooperation considered useful for the better realization of the respective institutional purposes.

Article 5
(OPERATIONAL AGREEMENTS)

1. Participation in the cooperation shall take place making use of the research facilities of the CNR Departments and the scientific facilities of UL, which shall be entitled to involve other subjects, after agreement between the Parties.
2. The activities described in this agreement shall be defined in Operational Agreements that shall be prepared by the Advisory Committee and signed by the directors of the relevant research facilities of the Parties involved according to the modalities provided by each party's regulations.
3. The Operational Agreements shall include specific descriptions of: a) the activities to be carried out; b) the targets to be achieved; c) the terms and conditions of execution; d) the implementation times; e) the human and instrumental resources to be used and made available by the parties; f) a definition of the financial burdens relating to the individual technical and scientific activities and the definition of their payment modalities; g) the regime of the scientific results and the discipline of the applicable intellectual property rights and of the confidentiality of the information exchanged within the field and the purposes of the research activities.
4. The activities regulated by the Operational Agreements shall start according to the timetable the Parties agreed upon; the Parties shall determine the priority of the respective research programmes.

Article 6
(THE DURATION OF THE AGREEMENT)

1. The agreement is valid for 5 (five) years as of the date of signing and can be renewed for an equal period on the basis of a written agreement between the parties. The activities relating to the individual subjects described in Art. 2 shall begin according to the timetable the Parties agreed upon; the Parties shall determine the priority of the respective research programmes.
2. The research activity shall be annually subject to a joint check of the results achieved; the check shall be performed by the Advisory Committee described in Art. 3 of this agreement.
3. After the above mentioned check, or also during the carrying out of the activities, the Parties can agree on any extensions of the cooperation subjects provided for by Art. 2 of this agreement.

Article 7
(THE AMOUNT AND USE OF THE FINANCIAL RESOURCES)

1. This frame programme agreement does not imply financial burdens for the Parties, excluding the mission expenses described in paragraph 3 of Art. 3 of this agreement.
2. The Parties shall bear the costs of the realization of the joint research activities with their own financial resources, compatible with their budget availability, according to the terms provided by the Operational Agreements described in Art. 5.

Article 8
(DISTRIBUTION OF THE RESULTS)

1. The ownership and diffusion of the researches' results shall be regulated by the specific Operational Agreements described in Art. 5 in relation to their individual characteristics, including for the purposes of the recognition of intellectual property, economic use and industrial property.
2. The Parties reserve respectively the right to publish, for scientific purposes and after appropriate agreement, the results of the research carried out in cooperation, to be granted on condition that the confidentiality interest of the other Party is not compromised.
3. On the occasion of every undertaking regarding publication and diffusion, including on the internet, of the results deriving from the activities described in this agreement, the cooperation between CNR and UL shall be mentioned.

Article 9
(PLACE OF JURISDICTION)

1. For any disputes deriving from the application of this Agreement that cannot be settled administratively, the place of jurisdiction is the Court of Rome.

Article 10

This agreement, drawn up in 4 (four) identical copies (two for each party), is subject to registration, if used.

Read, approved and signed,

Ljubljana, the 07/01/2013


Rome, the 25 GEN. 2013



For the University of Ljubljana
Rector
Prof. Radovan Stanislav Pejovnik, Ph.d.



For the National Research Council
The Chairman
Prof. Luigi Nicolais, Ph.D.



Consiglio Nazionale delle Ricerche
Il Presidente

