FRAMEWORK AGREEMENT
between
CONSIGLIO NAZIONALE DELLE RICERCHE
hereinafter referred to as "CNR", with legal seat in Roma, Piazzale Aldo Moro, n.7 (tax code 80054330586), represented by its Chairman, Prof. Massimo Inguscio,
and
UNIVERSITY OF NOVA GORICA
hereinafter referred to as "UNG", with legal seat in Nova Gorica, Vipavska cesta 13, Rožna Dolina, SI SLOVENIA (tax code SI 29880068) represented by its Rector Prof. dr. Danilo Zavrtanik,
hereinafter collectively referred to as the "Parties".

WHEREAS

The Legislative Decree of June 4th, 2003, no. 127 establishing the reorganisation of the Consiglio Nazionale delle Ricerche (National Research Council of Italy), defines as purpose of this national public body the carrying out, the promotion, the spreading, the transfer and the enhancement of research activities in the main sectors that develop knowledge and applications for the scientific, technological, economic and social growth of the Country. The integration of diffusive innovative disciplines and technologies is pursued by means including also cooperation agreements and integrated programmes and in particular:

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

a. carries out, promotes and coordinates research activities in the pursuit of excellence within the national and international domains, aiming to widen the boundaries of knowledge in the main sectors of development as identified within the framework of the European cooperation and integration and the cooperation with universities and other public and private organizations;
b. carries out the communication and promotion of research, ensuring the dissemination of its economic and social results inside the Country;
c. carries out the certification, testing and accreditation for the public administration;
d. provides support to project ideas involving research undertakings at an early stage;
e. promotes and realizes undertakings that integrate public and private research, also with the purpose of acquiring additional 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 areas of production on the territory through joint research undertakings;
h. promotes enhancement of research for production and social purposes and technological transfer of research results carried out or coordinated by own scientific networks;
The UNG is an internationally oriented research university with strong world-wide international collaborations. As such, UNG operates according the Slovene national laws, particularly the Higher Education Act and Research and Development Act, but at the same time engages renown experts in research and academic programmes.

Today the UNG provides education at seven schools: School of Environmental Sciences, School of Engineering and Management, School of Sciences, School of Humanities, School for Viticulture and Enology, School of Arts and Graduate School, which offers the following doctoral study programmes: Environmental Sciences, Physics, Karstology, Molecular Genetics and Biotechnology, Economics and Techniques for the Conservation of the Architectural and Environmental Heritage, Humanities and Cognitive Science of Language. All programmes at UNG, are very much research oriented.

Research is conducted at four laboratories (Laboratory for Environmental and Life Science, Laboratory of Organic Matter Physics, Materials Research Laboratory and Laboratory of Quantum Optics) and six centres (Center for Astrophysics and Cosmology, Centre for Atmospheric Research, Centre for Systems and Information Technologies, Wine Research Centre, Research Centre for Humanities, Centre for Cognitive Science of Language).

Through a wide array of complementary enrichment activities, the UNG strives to achieve and provide the highest level of quality in education and scientific research as well as to ensure their comprehensive integration into local, national and international environments.

Based on its own research projects as well as advances in research at home and abroad, the UNG provides instruction and training to prominent scientists and experts, capable of leading sustainable development.

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 UNG 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 UNG 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

CNR operates through Departments and research institutes that are engaged in many 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 has steady continuous relationships of scientific cooperation with the main European and international institutions, both public and private, as well as with the academic scientific community.

The UNG and its constituent Schools, Laboratories, Centres and 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 UNG 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 UNG allows 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 forms an integral and substantial part of this programme agreement.

Article 2

(PURPOSES)

The purpose of this Framework Programme Agreement is to regulate the cooperation between CNR and UNG. The cooperation shall aim at the expansion of knowledge and the upgrade and encouragement of innovative processes in the carrying out of joint research & technological development activities and shall be regulated by the provisions included in:

a. this Framework Programme Agreement;

b. the individual Operational Agreements as described in Art. 5 of this agreement;

c. all the applicable provisions of law.

The topics of the joint researches, as defined by the Advisory Committee provided for by the following Art. 3, shall primarily concern:

- chemical sciences and technology of materials
• physical sciences and technology of matter
• engineering, ICT and technology for energy and transport
• earth sciences and technologies for the environment
• agri-food and biosciences
• biomedical sciences

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

Article 3

(ADVISORY COMMITTEE)

1. CNR and UNG agree on the institution of an Advisory Committee that shall have the task of defining the guidelines for implementing the cooperation. In particular, the Advisory Committee shall:
   a. evaluate common research projects;
   b. propose to the Parties appropriate procedures for the improvement of the cooperation and for the coordination of activities of common interest, including the compliance of the topics indicated in Art. 2 with the Parties’ strategic and three-year plans;
   c. promote other themes of common interest that aim at achieving the purposes described in this framework programme agreement.
   d. propose common undertakings for the advertisement, the use for scientific purposes and the publication of the results of the joint programmes.

2. The Advisory Committee is composed de jure of the CNR Chairman or his representative and by the Vice-Rector for Research and Arts or his representative, as well as of four other members, two of which are appointed by the CNR and two by the UNG.

3. The Advisory Committee shall have the right to make use of experts according to the operational necessities of each specific undertaking.

4. Participation in the Advisory Committee is free of charge and mission expenses incurred by members of this Committee shall be charged to the members' own current administration.

5. In its first meeting, the Committee shall define its modes of operation by means of specific regulations. The Committee shall convene at least once per semester in order to examine the problems relating to the subjects covered in the previous art. 2 and the subsequent initiatives to be undertaken on a case-by-case basis. These are to be included in the relevant activity programmes; the state of implementation of those already launched shall be ascertained.
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 observance of the intellectual property right and the exploitation rights of the Party that produced them;

d) allow reciprocal access to instrumental resources, compatibly with the availability allowed for in the respective activity programmes and according to the principle of payment of the arising financial charges, calculated at cost;

e) allow the application of the institution of association as regulated by the public or internal rules of the Parties

f) promote and carry out any possible scientific cooperation deemed useful for the better realization of the respective institutional purposes.

Article 5

(OPERTATIONAL AGREEMENTS)

1. Participation in the cooperation shall take place making use of the research facilities of the CNR Institutes and the scientific facilities of UNG. The Parties shall be entitled to involve other subjects, by 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 legal representative 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 times of implementation; e) the human and instrumental resources to be used and made available by the parties; f) definition of the financial burdens relating to the single technical and scientific activities and the definition of the terms of payment; 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 agreed upon by the Parties; who shall determine the priority in relation to 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 single subjects described in Art. 2 shall begin according to the timetable agreed upon by the Parties who shall determine the priority in relation to 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. As a result of this verification, or also in the course of the activities, the Parties can agree on 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 framework programme agreement does not entail financial burdens for the Parties, excluding the mission expenses described in paragraph 3 of Art. 3 of this agreement.

2. The Parties shall bear, compatibly with the availability of their budgets, the costs for the realization of the joint research activities with their own financial resources, according to the terms provided by the Operational Agreements described in Art. 5.

Article 8
(DISSEMINATION OF RESULTS)

1. Ownership and dissemination of research results shall be regulated by the specific Operational Agreements described in Art. 5 in relation to their individual characteristics, also for the purposes of the recognition of intellectual property, economic use and industrial patent.

2. The Parties, respectively, reserve the right to publish, for scientific purposes and after appropriate understanding, the results of the research carried out in cooperation. The right is to be granted on condition that the other Party’s interest in confidentiality is not compromised.

3. The cooperation between CNR and UNG shall be mentioned in all undertakings regarding publication and dissemination, including on websites, of the results deriving from the activities described in this agreement.

Article 9
(PLACE OF JURISDICTION)

1. Any disputes between the Parties shall be settled by mutual agreements within 60 days. If any legal action is necessary, civil proceedings shall be conducted by a court of general territorial jurisdiction over the defendant.
Article 10  
(GENERAL AND FINAL PROVISIONS)

1. Any amendment to this agreement shall be finalised in writing and shall be valid only if signed by the legal representative of each Party.

2. This agreement, drawn up in 4 (four) identical copies, 2 (two) for each party, is subject to registration, if used.

Read, approved and signed,

25 Mag. 2018

Rome, the .................

For the National Research Council

The Chairman

Prof. Massimo Inguscio

For the University of Nova Gorica

Rector

Prof. dr. Danilo Zavrtanik