

**COOPERATIVE PROGRAMME  
 BETWEEN  
 LA AGENCIA ESTATAL CONSEJO SUPERIOR DE  
 INVESTIGACIONES CIENTÍFICAS (CSIC)  
 AND  
 CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)**

AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (Spanish State Agency Research Council), M.P., with institutional headquarters at c/ Serrano 117 – 28006 MADRID, and with NIF Q2818002D, a public research body represented for the signature of this document by D. FRANCISCO JAVIER MORENO-FUENTES, Vice-President for International Affairs, acting in accordance with the authority delegated by the CSIC presidency in the decision of 5 December 2023 (Official Spanish Gazette [BOE] 18 December 2023),

AND

CONSIGLIO NAZIONALE DELLE RICERCHE (Italian National Research Council), established in Piazzale Aldo Moro, 7 – 00185 Roma, with National Tax ID No. (VAT) 02118311006, represented for the signature of this document by Prof. MARIA CHIARA CARROZZA, President of CNR, acting in accordance with the authority set forth in the Appointment Act signed by the Minister for Universities and Research on 12 April 2021.

hereinafter referred to as “Parties”.

Both representatives declare themselves duly empowered to enter into this Cooperative Programme, to which effect they



## DECLARE

CNR is the largest public research institution in Italy, the only one under the Research Ministry performing multidisciplinary activities.

Founded as legal person on 18 November 1923, CNR's mission is to perform research in its own Institutes, to promote innovation and competitiveness of the national industrial system, to promote the internationalization of the national research system, to provide technologies and solutions to emerging public and private needs, to advice Government and other public bodies, and to contribute to the qualification of human resources.

In the CNR's research world, the main resource is the available knowledge which means people, with their skills, commitment and ideas. This capital comprises more than 8.000 employees, of whom more than half are researchers and technologists. Some 4.000 young researchers are engaged in postgraduate studies and research training at CNR within the organization's top-priority areas of interest. A significant contribution also comes from research associates: researchers, from Universities or private firms, who take part in CNR's research activities.

CSIC, pursuant to article 47 of the Law 17/2022, of 5 September, which amends Law 14/2011, of 1 June, on Science, Technology and Innovation ("Science Act"), is a public research body of the General State Administration, currently attached to the Ministry of Science, Innovation and Universities, whose purpose is to promote, coordinate, develop and disseminate scientific and technological research, of a multidisciplinary nature, with the aim of contributing to the advancement of knowledge and to the economic, social and cultural development, and advising public and private entities in these fields.

CSIC has the power, on the basis of Article 11.2 (i) of its Statute, regulated by Royal Decree 1730/2007, December 21, 2007, which created the State Agency and approves its Statute (BOE of January 14, 2008), to enter into all types of contracts, agreements or legal transactions within its scope of competence, in accordance with the applicable regulations through its duly authorized legal representative.



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The Parties recognize the importance of international scientific cooperation and mutually agreed to conclude the following Agreement on Scientific Cooperation, hereinafter referred to as “Cooperative Programme”, with the objective to promote and develop the possibilities of scientific cooperation in the field of mutual interest allowing the parties to design different mobility actions and joint scientific research projects. The parties have agreed as follows:

### **Clause I**

#### **Object**

The subject matter of this Cooperative Programme is to establish the criteria and shared conditions for scientific collaboration between the CSIC and the CNR regarding the Mobility Projects for research personnel and other forms of collaboration in scientific matters between both institutions.

In order to implement this purpose, the cooperation activities shall be carried out in the form of Joint Mobility Projects, hereinafter referred to as “Mobility Projects”. Each action has a duration of two years, from 1st January to 31st December. These mobility actions will be aimed at research personnel employed by each one of the parties set forth in this Cooperative Programme.

The term "research personnel" shall be understood to mean research personnel as well as technical and management personnel, professors, researchers and students in training and any other personnel assigned to one of the parties for employment or statutory purposes.

### **Clause II**

#### **Forms of Cooperation**

In addition to the aforementioned mobility actions, the parties will mutually support each other in the organization and establishment of scientific activities in a bilateral and reciprocal context, through the following modalities of action and subject to the signing of the respective specific agreement:



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- The joint organization of courses, conferences, congresses, symposiums, and training programs.
- The development of joint scientific and technological research projects.
- The hosting of research personnel from the other party participating in academic or research stays for periods of less than one year or in sabbatical stays financed by third parties or other than those co-financed by both parties in this Cooperative Programme.
- The strengthening of scientific and technological cooperation between the two institutions through co-publications (scientific articles, anthologies, monographs, specialized books, among others).
- The participation in the development of mobility actions financed for research personnel assigned to CNR or CSIC and who are selected in any of the calls defined within this Cooperative Programme.
- The development of basic and/or applied research proposals to be presented to funding organizations.
- Any other initiative that the parties, within the framework of their own competencies and in accordance with the objectives of this Cooperative Programme, consider of mutual interest.

Both parties shall work to obtain reciprocity in the activities covered by this Cooperative Programme.

### **Clause III**

#### **Mobility Projects Calls**

III.1 The Parties undertake to carry out joint mobility actions aimed at research personnel assigned to the CSIC or CNR. These mobility actions will be implemented through calls that will be prepared and agreed upon by both Parties.

III. 2 The aims of the Mobility Projects are:

- the improvement of scientific cooperation between both Parties;



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- boosting the involvement of young researchers, , as well as research managers and technicians;
- the support of research teams aspiring to cooperate on large international projects in the future;
- enabling the use of methodology, infrastructure and equipment for the mutual benefit of the Parties.

The characteristics of the Mobility Projects and the evaluation process will be established in the joint call document that will be articulated by the Joint Committee set forth in clause V of this Cooperative Programme.

III.3 The Parties agree that up to five (5) Mobility Projects shall be jointly approved within each call. The publication of each joint call for applications will be every two years.

III.4 Evaluation and selection:

- Mobility project proposals shall be submitted to both Parties. Only Mobility project proposals considered eligible by both Parties shall be evaluated.
- Both parties gather all the applications from their respective sides; they review them separately and exchange prioritized lists. Finally they select the joint research projects to be funded on the basis of financial availability and the provisions of the Agreement and they finance its own team of researchers.
- The Parties agree to publish at least one joint call for proposals as of the effective date of this Cooperative Programme set forth in this clause.

III.5. Notwithstanding, the Joint Committee, provided for in clause V, may decide to publish other calls for proposals during the term of this Cooperative Programme.

III.6 Implementation of approved Mobility Projects:

- The Mobility Projects shall be implemented according to the internal procedures of both Parties.
- Changes in the teams made up of mobility awarded participants are subject to the internal rules of each Party. In case of any changes, the other Party shall be notified without delay.
- Annual and final reports shall be submitted to the Parties in accordance with their internal regulations.



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**Clause IV**  
**Financial Provisions**

IV.1 Financial contributions shall be calculated and provided in compliance with the valid national legislation and internal regulations of the Parties.

Each Party shall meet all costs of its participants in the mobility projects and guarantee health insurance and any other insurance required at the host institution.

Both Parties undertake to keep and make available the necessary resources to carry out the Cooperative Programme.

IV.2. CNR funding regulations:

- All expenditure must be carried out in accordance with the proposed work plan and the corresponding budget for a maximum allocation of €30,000 per mobility action (max. €15,000 per year) and will be in accordance with the terms of the call.
- All expenses must be adequately detailed in the work plan and be consistent with the proposed activities. Eligible costs are:
  - Mobility costs: transport, subsistence and accommodation costs for CNR team trips to CSIC;
  - Research costs: consumables, services, small equipment;
  - Costs related to the organization of meetings, workshops, seminars and other internationalization activities that take place in Italy (expenses destined to the rental of rooms and audio-visual means).
  - Non-eligible costs are: personnel, large equipment, overheads;
- The beneficiaries of this program will have to justify the activities and expenses in two reports (intermediate and final). Each justification report shall include a Scientific-technical report and a Financial report.

IV.3. CSIC funding regulations:

- All expenditure must be carried out in accordance with the proposed work plan and the



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corresponding budget for a maximum allocation of €30,000 per mobility action (max. €15,000 per year) and will be in accordance with the terms of the call.

- All expenses must be adequately detailed in the work plan and be consistent with the proposed activities. Eligible costs are:
  - Mobility costs: transport, subsistence and accommodation costs for CSIC team trips to CNR.
  - Research costs: consumables, services, small equipment;
  - Costs related to the organization of meetings, workshops, seminars and other internationalization activities that take place in Spain (expenses destined to the rental of rooms and audio-visual means).
  - Non-eligible costs are: personnel, large equipment, overheads;
- For the scientific and economical management of the Mobility Projects, the CSIC will allocate specialised personnel. Consequently, CSIC will hire a full time professional for the duration of the Agreement with an estimated cost of 249,028€.

IV. 4 The aforementioned payments shall be effective as follows:

- Following the resolution of the call for proposals, each Party will make a full financial endowment for the first year. This endowment will reach the maximum amount of 15,000€ for each mobility action selected.
- The second annuity will be subject to a favourable mid-term evaluation of the mobility actions in question and may reach a maximum amount of 15,000€ per action.

IV.5 The beneficiaries of this program will have to justify the activities and expenses in two reports (intermediate and final). Each report shall include a Scientific- technical report and a Financial report.

IV.6 The above-mentioned amounts shall, however, be subject to the annual budgetary availability of each Party. Consequently, should either Party experience a lack of budgetary availability for the execution of any payment under this Cooperative Programme. Said Committee shall assess the



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situation and the ongoing actions of the Parties, and may propose actions to remedy the situation, or decide by mutual agreement to terminate the Cooperative Programme.

### **Clause V**

#### **Joint Committee for Monitoring the Cooperative Programme**

The Parties agree to set up a Joint Committee for monitoring the Cooperative Programme.

Said Committee shall include the following members:

- Two representatives appointed by the CSIC.
- Two representatives appointed by the CNR.

The decisions of this Committee shall be taken by consensus, in the interests of the two Parties.

The Committee may meet upon formal written convocation, at the request of any of the Parties, and may communicate and take appropriate decisions regarding the implementation and management of this Cooperative Programme, electronically. Such decisions shall be taken by consensus of all representatives designated by both Parties, unless otherwise provided for in this Cooperative Programme.

The functions of the Committee shall be as follows:

- To deal with any matter it may deem appropriate at the time of the implementation and interpretation of this Cooperative Programme.
- The design of mobility project calls.
- The final selection of candidates based on merit and ability requirements and following the guidelines included in each call. The Committee may also decide, if so reflected in the call for proposals, to outsource the final selection to an external entity.
- Coordinate and allocate the times foreseen for the development of the relevant activities.



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- Mediate and decide in case of conflict in order to reach an amicable resolution.

### **Clause VI**

#### **Human Resources**

The staff of each Party, who are designated to jointly carry out any mobility action in order to implement this Cooperative Programme which may be formalized under its aegis or in order to develop it, shall absolutely continue under the management and organizational dependence of the Party with which they have an established relationship as an employee or civil servant or any other statutory or professional relationship. Therefore, in this sense, there shall be no relationship of any kind with the other Party, and in no case may the other Party be considered a substitute employer, and therefore each Party shall assume the responsibilities corresponding thereto under this relationship (although this will not hinder the principal investigator from carrying out the managerial duties necessary for the proper execution of joint research projects or projects involving both Parties).

The Parties shall not be responsible for any contingency or accident not caused by acts attributable to their own staff, and which could arise during the joint undertaking of any action to implement this this agreement and therefore decline any liability for damage or loss that may be suffered personally by the staff of the other Party, or which said staff may cause to third parties or to things.

The staff of each Party who are assigned to jointly carry out the activities envisioned in the different approaches and actions shall be subject to the regulations in force at any time that may be applicable in the host institution; particularly, with regard to data protection standards, discipline, conduct, working hours, and occupational health and safety. Furthermore, upon their arrival at the host institution, the seconded staff or those who are to temporarily carry out work there shall sign the corresponding confidentiality agreement and declaration recognizing that they have no legal ties of dependence upon said host entity.

The Parties assure each other that their staff are in compliance with the regulations in force of the country where the host institution is located. In particular, the Parties assure each other that their



staff are in compliance with the immigration requirements of the host institution and that they have, before their stay, formalized the following insurance contracts:

- Civil liability insurance covering personal actions that could cause loss or damage to the staff of the host institution or to third parties during their stay at the host institution.
- Medical and accident insurance. Accidents or illnesses (whether workplace illnesses or others) that the seconded staff of either Party may suffer during their stay at the host institution, particularly including (without limitations) in itinere accidents (between their home and the host institution), must be previously covered by an insurance policy formalized in their country of origin or of residence. This policy must cover, in particular, the following: accidents in the workplace, professional risks, illness (whether workplace illnesses or others), death and repatriation.

The cost of any insurance required herein, including civil liability insurance for seconded staff, as well as, in particular but not limited to, medical, surgical or repatriation expenses not covered by said insurance policies, shall be the personal responsibility of the institution of origin and/or of the seconded staff themselves.

## **Clause VII**

### **Intellectual and Industrial Property Rights**

Nothing in this Cooperative Programme shall affect ownership of the Intellectual Property rights of either Party existing prior to the date of this Cooperative Programme or generated by a Party not in the course of a Research Project.

Nothing in this Cooperative Programme shall grant to a Party any rights to Intellectual Property and Materials owned by the other Party prior to the effective date of this Cooperative Programme, Intellectual Property and Materials developed by the other Party not in the course of a Research Project and Intellectual Property and Materials arising out of the activities of a Research Project without inventive step by such Party.

Ownership of Intellectual Property arising in the course of a Research Project shall be determined in accordance with inventorship under applicable law.

Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both



Parties in the course of a Research Project within this Agreement will belong jointly to both Parties in ratio of 50% to each Party.

### **Clause VIII** **Confidentiality**

The Parties shall use ordinary diligence to protect the confidentiality of information.

The Parties shall:

1. not to use Confidential Information other than for the purpose for which it was disclosed;
2. not to disclose Confidential Information to any third party without the prior written consent by the other Party;
3. to ensure that internal distribution of Confidential Information by the Receiving Party shall take place on a strict need-to-know basis;
4. Each Party shall promptly advise the other Party of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

Notwithstanding any termination or expiration of this Cooperative Programme, the confidentiality obligations under this Cooperative Programme shall survive such termination or expiration and shall continue in effect for a further period of four (4) years from the date of such termination or expiration.

### **Clause IX** **Data Protection**

Personal data shall be processed by CNR and by CSIC pursuant to Regulation (EU) 2016/679. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management and monitoring of this Cooperative Programme. As Data controllers, the Parties shall process personal data only in the context of this Cooperative Programme and thereof exclusively for administrative purposes related to the Cooperative Programme itself, by following the legal clause of the performance of a Contract. Once personal data are no longer necessary for the purposes of the Cooperative Programme, or in case a data subject exercises a right of erasure, personal data will remain stored exclusively for the purpose of addressing potential liabilities arising from the processing



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while respecting the statute of limitations. After this period, the personal data will be deleted. The Parties undertake to comply with Article 89 GDPR which regulates the guarantees and exceptions relating to processing for archiving purposes in the public interest, scientific or historical research or statistical purposes. The Parties do not have the right to transfer personal data to third parties. Furthermore, the Parties undertake to enter into a Personal Data Co-ownership Agreement following the conclusion of the Cooperative Programme, once the project has been jointly defined.

### **Clause X**

#### **Duration. Amendment and Renewal**

This Cooperative Programme shall enter into force on the date of the last signature by a legal representative of the Parties, and its duration shall be of four (4) years. Before its expiration date it may be renewed by mutual agreement in written in advance between the Parties for an additional period of up to four (4) years.

The termination of the Cooperative Programme shall not affect the ongoing or approved activities under the terms of the Cooperative Programme.

This Cooperative Programme may be amended by mutual agreement between the Parties in an Annex which shall form an integral part of this Cooperative Programme.

### **Clause XI**

#### **Termination of the Cooperative Programme and Default**

This Cooperative Programme shall be terminated upon completion by the Parties of the activities that constitute the subject matter of the Agreement as set forth in clause I herein.

This Cooperative Programme may also be terminated under the following circumstances:

- The duration of the Agreement has elapsed and no renewal thereof has been agreed.
- Unanimous written agreement of the Parties. Or by a reliable written communication from one of the parties to the other expressing its desire to terminate the agreement with at least



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90 days' prior notice.

- Non-compliance by one of the Parties with the obligations and commitments undertaken. In this case, either Party may request that the other, non-compliant Party comply with its outstanding obligations or commitments by a specific deadline. This request shall be communicated in writing to the Joint Committee for Monitoring the Agreement referred to in clause IV.
- If non-compliance persists after the deadline stated in the request, the Party that denounced the non-compliance shall examine the ongoing actions and decide whether it will continue to fund its research team until the completion of said ongoing actions, or notify the requested Party of the existence of a cause for termination.

### **Clause XII**

#### **Dispute Resolution and Applicable Law**

Any disagreement that may arise during the execution of this Cooperative Programme, the Parties undertake to resolve this disagreement amicably within the framework of the Joint Monitoring Committee established in Clause V of this Cooperative Programme.

In the event that the dispute or difference cannot be solved amicably, the Parties agree that the dispute shall be resolved in accordance and governed by the Italian Law and submitted to the courts of Italy. For all other purposes, the law applicable to this agreement shall be the law of Italy.

### **Clause XIII**

#### **Notifications**

Any notification or communication of an official nature that must be made between the Parties due to this agreement shall be in writing and sent by registered mail, with acknowledgement of receipt or in any other manner that involves acknowledgement of receipt, to the addresses declared by the Parties. The date of notification shall be the date of receipt thereof, as substantiated by the acknowledgement of receipt.



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Read this instrument, the parties being aware of the content and scope of each of its clauses and indicating that there is no fraud, bad faith or any other reason that vitiates their consent in its execution, they sign it in duplicate at the place and date indicated.

On behalf of the  
CNR

On behalf of the  
CSIC

.....  
D. Virginia Coda Nunziante  
Head of International Relations

.....  
D. Francisco Javier Moreno-Fuentes  
Vice-President for International Affairs

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