

MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN CONSIGLIO NAZIONALE DELLE RICERCHE AND AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (THE SPANISH NATIONAL RESEARCH COUNCIL)

THE PARTIES

Of the one part, CONSIGLIO NAZIONALE DELLE RICERCHE, established in Piazzale Aldo Moro, 7 - 00185 Roma, with National Tax ID No. (VAT) 02118311006, represented for the purpose of signing this document by Prof.^a MARIA CHIARA CARROZZA, acting in accordance with the authority set forth in the decree of 12 April 2021 signed by the Italian Minister of Higher Education and Research,

And on the other part, the AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC), 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 Prof.^a ELENA DOMÍNGUEZ CAÑAS, Vice-President for International Affairs, acting in accordance with the authority delegated by the CSIC presidency in the decision of 21 January 2021 (Official Spanish Gazette [BOE] 28 January 2021).

Both representatives declare themselves duly empowered to enter into this Memorandum of Understanding, to which effect they

DECLARE

I. That Consiglio Nazionale delle Ricerche is an Italian institution in accordance with Legislative Decree n. 127 of 4 June 2003 and subsequent amendments, whose purpose 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 advise Government and other public bodies, and to contribute to the qualification of human resources.

II. That the Spanish National Research Council (CSIC), in accordance with Article 47 of Act 14/2011, of 1 June, on Science, Technology and Innovation (hereinafter, the Science Act), is a public research organization currently incorporated as a State Agency under the aegis of the Ministry of Science and Innovation through the General Secretariat of Investigation, whose purpose is to promote, coordinate, develop and disseminate scientific and technological research of a multidisciplinary nature, thereby contributing to the advancement of knowledge and to economic, social and cultural development, as well as to training staff and to advising public and private entities on this matter.

CNR and CSIC may, hereinafter, be jointly referred to as “the Parties” or, individually, as “the Party”.

III. That the Parties, having stated the above and having agreed to carry out joint activities, given their shared interest in the promotion of knowledge, enter into this Memorandum of Understanding pursuant to the following

C L A U S E S

CLAUSE ONE – SUBJECT MATTER

The subject matter of this document is to establish general cooperation guidelines between the Parties with the aim of promoting collaboration among their scientists and research groups within the scientific and technological fields in which both have clear interest.

CLAUSE TWO – FORMS OF COOPERATION

The Parties shall mutually support each other in the organization and establishment of scientific activities within a bilateral and reciprocal framework by means of the following approaches and actions:

- Carrying out scientific and technological research.
- Jointly organizing courses, conferences, congresses, symposiums and training programmes.
- Exchanging scientific and technological information.
- Strengthening scientific and technological cooperation between the two entities through co-publishing (scientific papers, anthologies, monographs, and specialized books, among others).
- Collaborating and participating in the development and implementation of graduate and post-graduate programmes in disciplines of common interest.
- Pursuing the exchange and mobility of students and research staff in training for research stays and professional internships.
- Any other initiative falling under their powers and in accordance with the purpose of this protocol that the Parties may consider of mutual interest.

Both institutions shall work to obtain reciprocity in the activities covered by this general protocol.

CLAUSE THREE – SPECIFIC LEGAL INSTRUMENTS AND PROCEDURES

The Parties agree that the undertaking of any activity deriving from this Memorandum of Understanding shall be previously agreed upon by them in each specific case, and shall be preceded by the drafting and signature of the appropriate legal agreement or instrument, or through a mandatory administrative procedure.

When necessary, specific instruments shall provide a precise description of the details and the work programme to be carried out by each Party, and shall govern, depending on their specific purpose and as appropriate, the following aspects:

- Activities/actions to be carried out and each Party's responsibility therein.
- Type, duration and budget of each activity.
- Definition of sources of funding.
- Staff involved, facilities and equipment to be used by each Party.
- Work schedule.
- Administrative procedures and decision-making in the implementation of the joint initiatives.
- Treatment and regulation of intellectual and industrial property rights relating to the research outcomes that could result from the agreement, or in general, specific legal instrument, regarding the Parties' previous knowledge, the right of either Party to use the outcomes for research or teaching purposes, as well as the dissemination and publishing of results.
- Similarly, all the means necessary to accurately determine the purposes and scope of each of the above-mentioned specific instruments and procedures which shall be the operational means for the implementation of this Memorandum of Understanding.

By mutual agreement, the Parties may define the specific rules on intellectual property rights (including industrial property and copyright) that they wish to introduce in each research project, activity or service, or academic programme or activity, set forth in each respective specific legal instrument.

When carrying out the work programmes, both Parties shall respect the prevailing regulations applicable to each of them.

CLAUSE FOUR – HUMAN RESOURCES AND DATA PROTECTION

Unless the contrary is indicated in specific instruments which may be formalized as appropriate, the Parties state their acceptance of the points set forth in the following paragraphs:

4.1 The staff (including trainee research staff and/or students, researchers, teachers, technicians, representatives or similar individuals, hereinafter, collectively called "staff") of each Party, who are designated to jointly carry out any action in order to implement this general protocol or any specific instruments 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).

4.2 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 general protocol or the instruments that may derive therefrom, 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.

4.3 Likewise, in cases of human resource exchange, the staff of each Party who are assigned to jointly carry out the activities envisioned in the different approaches and actions to which this protocol refers, and/or any such specific legal instruments as may be formalized to that effect, 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.

4.4 The Parties assure each other that their staff and/or students 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 and/or students 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.

4.5 The processing of the personal data of seconded staff, and, in general, everything concerning personal data protection, shall be carried out pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

CLAUSE FIVE – FUNDING

This Memorandum of Understanding does not, in and of itself, involve any financial obligation for the Parties; therefore, each Party shall be responsible for any expenses which may be incurred as a result of formalizing and complying with this document. To that end, any expenses, including medical, surgical, repatriation, salary, travel, living allowance, insurance, and other similar expenses shall be determined according to the criteria of each Party, being the individual responsibility of each of the signatory institutions.

Jointly or separately, the Parties shall seek to obtain the necessary resources to carry out the programmes relative to the specific instruments, in the event that these resources cannot be totally or partially provided by the Parties, or shall manage the aforesaid with other institutions, government agencies and national or international bodies.

CLAUSE SIX – INTELLECTUAL AND INDUSTRIAL PROPERTY

Both Parties shall respect the intellectual and industrial property rights of third parties and, individually, those of the other Party.

Should the Parties sign specific future instruments with regard to the joint performance of research projects and actions, the rules that will govern the copyright and intellectual and industrial property rights with regard to the relevant joint purpose shall be established, as shall the rules that will govern the right to use the outcomes, which shall be subject to prior definition and agreement to be established by the Parties on a case-by-case basis.

Regardless, each Party shall continue to hold title to prior knowledge provided within the framework and in the development of this protocol, setting forth this point in the specific instruments which may be formalized to that effect. "Prior knowledge" means, in particular: data, knowledge, methods, tools, software and/or industrial and intellectual property rights provided by each of the Parties, prior to the signature of this document and/or the respective specific instruments which may be formalized under its aegis.

The prior knowledge of each Party shall be considered confidential information and shall therefore be included in the specifications regarding industrial and intellectual property included in this Memorandum of Understanding and those which may be set forth in the legal instruments signed in the development hereof.

CLAUSE SEVEN – OVERSIGHT AND COORDINATION

Each Party shall designate members of its staff to be responsible for monitoring this protocol, who shall propose the formalization of the corresponding specific instruments and take the relevant decisions concerning the interpretation, application, and development of this Memorandum of Understanding and the specific legal instruments which may derive therefrom, through an Oversight and Coordination Committee. Moreover, any differences

that arise between the Parties regarding any aspect of the general protocol or its development shall be resolved by the aforesaid Committee, whose internal organization, in the absence of its own rules, shall be governed by Articles 15 to 22 of Act 40/2015 of 1 October, on the Legal System of the Public Sector (“*Ley 40/2015 de Régimen Jurídico del Sector Público*”).

To this effect, for the oversight and coordination of actions arising from this Memorandum of Understanding, the Parties designate the following units and/or vice-presidencies:

- At CSIC: the individual designated by the Vicepresident for International Affairs.
Email: vri@csic.es
Telephone number: +34 915680077
Address: calle Serrano, 117, 28006 Madrid
- At CNR: President of CNR
E-mail: presidenza@cnr.it
Telephone number: + 39 0649933200
Address: Piazzale Aldo Moro, 7 - 00185 Roma

The Parties may delegate attendance to the Committee meetings, and may at any time change the persons and/or units here specified by notifying, in the latter case, the other Party.

CLAUSE EIGHT – CONFIDENTIALITY

All information exchanged between the Parties pursuant to the terms of this protocol or of the specific instruments which may be formalized shall be considered confidential and may not be divulged to third parties without the prior written consent of the other Party.

Confidentiality shall not be applicable when:

- The receiving Party is able to show that it was previously aware of the information received.
- The information received is in, or enters into, the public domain.
- The receiving Party obtains prior written authorization to reveal the information, or it is required by a judicial order or by order of an administrative or government authority.
- It is received lawfully from a third party.
- It has been generated independently and in good faith by the members of their institution having no connection with the confidential information.

Both Parties shall take any measures necessary to ensure that all of the staff participating in or related to this general protocol, as well as with the specific instruments which may be formalized in its development, are aware of and observe the confidentiality regulated in this clause.

These terms regarding confidentiality shall continue to apply for five (5) years following the termination of this Memorandum of Understanding.

CLAUSE NINE – ADDENDUM

Any amendment of this protocol must be set forth in addendum signed by the intervening Parties.

CLAUSE TEN – DURATION AND TERMINATION

This Memorandum of Understanding shall enter into force on the date of its signature. Its duration shall be five (5) years, renewable for another five (5) years; it may, however, at any moment be terminated for good cause by either of the Parties, by notifying the other three (3) months in advance (from receipt of the written termination) of the date on which the terminating Party is to consider it to have ended.

Notwithstanding the previous paragraph, the activities which may have been agreed by the Parties consequent to the formalization and signature of the corresponding specific instruments which are being carried out at the moment of notification of termination shall continue to be carried out in accordance with the signed provisions.

CLAUSE ELEVEN - FORCE MAJEURE

The Parties shall not be liable for any damage or loss caused by force majeure or fortuitous events which could impede the continuation of this general protocol and/or its specific instruments. Once the force majeure or fortuitous event has ended, the activities may be resumed in the manner and terms decided by the Parties.

CLAUSE TWELVE - NOTIFICATIONS

Any notification or communication of an official nature that must be made between the Parties due to this general protocol 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.

The Parties may change their addresses for notifications, notifying the other Party in writing to the already declared address.

CLAUSE THIRTEEN – NATURE, CHARACTER AND SCOPE OF THIS DOCUMENT

This document is administrative in nature, and its character is that of the Memorandum of Understandings set forth in Act 40/2015 of 1 October, on the Legal System of the Public Sector (Article 47.1, paragraph 2). Therefore, it is not considered an agreement for the

purposes set forth in Act 40/2015, and represents a declaration of intent without binding legal force between the Parties; however, they subscribe it in good faith, and with the firm intention to comply with its clauses.

Having read this instrument, the Parties declare that they are aware of its contents and of the scope of each of its clauses, and indicate that in its formalization there is no malice, bad faith, or any other motive which could vitiate their consent, and hereby sign it in duplicate at the place and on the date indicated:

For CONSIGLIO NAZIONALE DELLE
RICERCHE (CNR):

For AGENCIA ESTATAL CONSEJO
SUPERIOR DE INVESTIGACIONES
CIENTÍFICAS (CSIC), M. P.:

Prof.^a Maria Chiara Carrozza
President of CNR
Place: Rome
Date:

Prof.^a Elena Domínguez Cañas
Vice-President for International Affairs
Place: Madrid
Date: