



## MEMORANDUM OF UNDERSTANDING (MoU)

between

THE UNIVERSITY OF EDINBURGH

and

THE NATIONAL RESEARCH COUNCIL OF ITALY

The **UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH** a charitable body registered in Scotland under registration number SC005336 incorporated under the Universities (Scotland) Acts whose main administrative offices are located at Old College South Bridge, City of Edinburgh, EH89YL, SCOTLAND, UNITED KINGDOM (**UoE**) and the **NATIONAL RESEARCH COUNCIL OF ITALY (CNR)**, located at Piazzale Aldo Moro, 7, Rome, Italy, herein represented by its President, Prof. Maria Chiara Carrozza, based on the shared understanding that cooperation between both institutions will further strengthen scientific research and technology, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

(each a “**Party**” and together the “**Parties**”)

### ARTICLE 1 – PURPOSE

UoE and CNR agree to promote and support scientific cooperation between qualified researchers from both Parties, in the mutual areas of research, by means of:

1. Joint research programs
2. Visits and exchange of research staff
3. Other cooperative activities mutually accepted

### ARTICLE 2 – PRINCIPLES

Cooperation activities under this MoU will be carried out following these principles:

- in accordance with the laws, norms and relevant national regulations
- reciprocal benefits
- mutual exchange of information relevant to cooperation activities

### **ARTICLE 3 – IMPLEMENTATION**

For the purpose of implementing each specific cooperation activity, both institutions shall jointly prepare a work program describing the funds, the means and the respective responsibilities, which shall thereupon be the object of a Cooperative Programme, to be subsequently negotiated in good faith by the concerned Parties by way of further relevant legally binding agreements.

The Parties designate as responsible for the implementation of the present MOU, the following officers:

- For CNR:  
Dr. Fabio Badalamenti  
Institute for the Study of Anthropic Impacts and Sustainability in the Marine Environment of the National Research Council of Italy (CNR-IAS) – Detached Unit of Palermo - Complesso Monumentale Ex-Roosevelt, Lungomare Cristoforo Colombo 4521, Loc. Addaura, 90149, Palermo, ITALY  
E-mail: [fabio.badalamenti@cnr.it](mailto:fabio.badalamenti@cnr.it)
- For the UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:  
Prof. Murray Roberts  
School of GeoSciences of the University of Edinburgh - Grant Institute, King's Buildings  
Campus, Edinburgh EH9 3FE, UNITED KINGDOM  
E-mail: [Murray.Roberts@ed.ac.uk](mailto:Murray.Roberts@ed.ac.uk)

At predetermined intervals agreed between the Parties, they should meet (even with video and audio remote tools if necessary) to review the progress of research cooperation currently under way and to discuss future cooperation plans.

### **ARTICLE 4 – FUNDING**

Funding support to the cooperation activities under this MoU will be subject to the availability of the Parties' funds. The Parties acknowledge that there will be no transfer of funds in respect of this MoU between UoE and CNR.

### **ARTICLE 5 – REQUIREMENTS**

Researchers taking part in the Cooperative Programme hereunder shall be covered by appropriate insurance policies for visiting researchers as per standard academic custom for the entire duration of their stay in the host country.

The receiving Party will provide the visitor with all indispensable organisational assistance in situations requiring such steps.

## **ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS**

Nothing in this MoU shall affect ownership of any intellectual property rights of either Party existing prior to the date of this MoU (Background IP) or generated by a Party outside the scope of this MoU and Cooperative Programmes.

It is the intention of the Parties that they shall enter into formal legally binding collaborations or other relevant agreements that will govern arrangements between the Parties in respect of specific joint research projects and Cooperative Programmes.

Any foreground intellectual property rights (Foreground IP) developed jointly or individually by the Parties in the course of said Cooperative Programmes and Cooperative Programmes shall be negotiated in good faith in such agreements and in accordance with all applicable laws and the applicable funding terms, if any.

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

Ownership of Intellectual Property arising in the course of a Cooperative Programme 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 Cooperative Programme will belong jointly to both Parties in proportion to the respective contribution of each Party, to be negotiated in good in accordance with all applicable laws and the applicable funding terms, if any.

## **ARTICLE 7 – PUBLICATIONS & PUBLICITY**

The Parties acknowledge that they may seek to publish the results of the research carried out under the Cooperative Programme, subject to the provisions agreed in any future collaboration agreements. Authorship will be determined in accordance with international standard academic custom. Any publications containing results of the other Party must be agreed prior to publication and prior analysis and protection of intellectual property.

None of the Parties shall make, or permit any person to make, any public announcement or communication concerning this MoU or its subject matter without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court, or any other authority of competent jurisdiction.

The logo of each Party shall only be used by the other Party under prior written approval of the Party to which it belongs.

### **ARTICLE 8 – CONFIDENTIALITY**

This MoU and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential (Confidential Information). The Confidential information shall not be used except for the purposes for which it was made available, and the Confidential Information shall not be disclosed to any other person without the prior written consent of the other Party.

Neither Party will be in breach of any obligation to keep any Confidential Information or not to disclose it to any other Party to the extent that it:

- Is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another Party; or
- Is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
- Has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- Has been independently developed by the Partner making the disclosure; or
- Is disclosed in obedience of any law, regulation or order of a competent Court by jurisdiction, and the Party which is required to make that disclosure, has informed the other Party within a reasonable time after said request, on both the obligation to make such disclosure and what the information to be disclosed is; or
- Is approved for release in writing by an authorized representative of the Party whose information is owned.

In the execution of this MoU both Parties shall observe the legislative and regulatory framework in their respective countries.

### **ARTICLE 9 – PROTECTION OF PERSONAL DATA**

Personal data in this MoU shall be processed by CNR pursuant to Regulation (EU) 2016/679 as amended and by UoE pursuant to the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) and EU Exit Regulations 2019. Any processing of personal data shall be carried out exclusively for the purposes of the execution,

management and monitoring of this MoU. As Data controllers, the Parties shall process personal data only in the context of this MoU and thereof exclusively for administrative purposes related to the MoU itself, by following the legal clause of the performance of a contract. Once personal data are no longer necessary for the purposes of the MoU, the personal data if not subject to the permanent storage restriction will remain stored solely for the purpose of addressing potential liabilities arising from the processing, until the period of prescription. 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, to the extent that the Parties may need to process certain personal data for the purpose of carrying out future Cooperative Programmes, the Parties undertake to enter into further relevant personal data processing agreements in accordance with applicable laws.

#### **ARTICLE 10 – SETTLEMENT OF DISPUTES**

The Parties shall exert their best efforts to resolve any dispute resulting under this MoU by amicably consultations and negotiations. Disputes will not be referred to third parties, to courts or arbitration.

#### **ARTICLE 11 – AMENDMENTS**

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory Parties.

#### **ARTICLE 12 – DURATION AND TERMINATION**

This MoU shall come into force on the date of its signature from both Parties and remain in force for a period of 6 years unless expressly renewed. If a Party terminates this MoU early, it shall give the other Party at least six months' notice by certified mail.

Legal Notices should be sent to:

For CNR:

International Relations Office, Piazzale Aldo Moro, 7 - 00185 Roma (RM), Italy

For UoE:

Director, Edinburgh Research Office, The University of Edinburgh, Room 2.15, Charles Stewart House, 9-15 Chambers Street, Edinburgh, EH1 1HT, United Kingdom

This MoU has been signed in the English language in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this MoU delivered by e-mailed portable document format file or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MoU.

Place and date

Edinburgh

Jun 18, 2024



THE UNIVERSITY COURT OF THE UNIVERSITY  
OF EDINBURGH  
Katarina MacDonald Tomolova  
Senior Contracts Manager  
Edinburgh Research Office  
UoE Ref: c-13956238

CONSIGLIO NAZIONALE DELLE RICERCHE  
Prof. Maria Chiara Carrozza  
President






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Final Audit Report

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