



## **MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC COOPERATION**

**between**

**THE MINISTRY OF ECONOMY**

**and**

**THE NATIONAL RESEARCH COUNCIL OF ITALY (“CNR”)**

**Piazzale Aldo Moro 7 – 00185 Rome, Italy**

(Each shall be referred to as “Signatory” and together “the Signatories”)

The Signatories wishing to promote the implementation of cooperative programs in the areas of mutual interest have reached the following Understanding:

### **Article 1. OBJECTIVES**

1. The purpose of this Memorandum of Understanding on Scientific Cooperation (hereinafter the Memorandum of Understanding) is to establish a framework for the development of collaborative programmes and projects of mutual interests to further strengthen cooperation in scientific research and development between the Signatories.
2. The Signatories shall promote scientific collaboration on projects of mutual interest among researchers from both sides.

### **Article 2. FORMS OF COOPERATION**

1. This Memorandum of Understanding shall promote collaboration including the following activities:
  - a) Joint research programs

- b) Visits and exchange of research academic staff
- c) Other cooperative activities mutually accepted

### **Article 3. ESTABLISHMENT OF THE SCIENTIFIC JOINT COMMITTEE**

1. With a view to overseeing the implementation of this Memorandum, a Scientific Joint Committee will be established comprising representatives of both signatories. The Scientific Joint Committee will be co-chaired by representatives of both signatories.
2. The Joint Committee will promote the cooperation between researchers and research centres of both signatories through the following forms of cooperation:
  - a) Joint research projects
  - b) Visits and exchange of research academic staff
  - c) Other cooperative activities mutually accepted
3. The Scientific Joint Committee will identify the best partners within the UAE, whether governmental entities, universities or research centres.
4. The Activities under this Memorandum shall be further developed and delivered under a separate written collaboration agreement for each Activity when such Activity will be organized jointly.
5. The Scientific Joint Committee will proceed to the evaluation and selection of Activities to be implemented.
6. The Signatories are free to pursue co-operative activities with third party(ies) in the areas referred to in Article 2, and nothing in this Memorandum of Understanding shall imply exclusivity on the part of either Signatory or affect their ability to contact or collaborate with third party(ies).

### **Article 4. COMMUNICATIONS**

1. Each Signatory shall designate a contact point to receive and facilitate official communications between the signatories.

## **Article 5. CONFIDENTIALITY**

1. Any information resulting from this Memorandum of Understanding shall be used only by the Signatories and for the objectives of this Memorandum of Understanding and treated as strictly confidential by the Signatories. Any information on cooperation activities under this Memorandum of Understanding shall not be disclosed to any third party without prior written consent of the original disclosing Signatory.
2. The Signatories shall:
  - a) not to use Confidential Information other than for the purpose for which it was disclosed;
  - b) not to disclose Confidential Information to any third Signatory without the prior written consent by the Disclosing Signatory;
  - c) to ensure that internal distribution of Confidential Information by the Receiving Signatory shall take place on a strict need-to-know basis;
3. Each Signatory shall promptly advise the other Signatory of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.
4. Notwithstanding any termination or expiration of this Memorandum of Understanding, the confidentiality obligations under this Memorandum of Understanding shall survive such termination or expiration .

## **Article 6. INTELLECTUAL PROPERTY**

1. Nothing in this Collaboration Memorandum of Understanding shall affect ownership of the Intellectual Property rights of either Signatory existing prior to the date of this Collaboration Memorandum of Understanding or generated by a Signatory not in the course of a Research Project.
2. Nothing in this Memorandum of Understanding shall grant to a Signatory any rights to Intellectual Property and Materials owned by the other Signatory prior to the effective date of this Collaboration Memorandum of Understanding, Intellectual Property and Materials developed by the other Signatory

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 Signatory.

3. Ownership of Intellectual Property arising in the course of a Research Project shall be determined in accordance with the Activity written agreement.

4. Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both Signatories in the course of a Research Project will belong jointly to both Signatories in ratio of 50% to each Signatory.

#### **Article 7. PUBLICATIONS**

1. Any publications containing results of the other Signatory must be agreed prior to publication.
2. The logo of each Signatory shall only be used by the other Signatory under prior written approval of the Signatory to which it belongs.

#### **Article 8. JURISDICTION**

1. Any dispute resulting under this Memorandum of Understanding shall be resolved amicably. Therefore, any dispute concerning the interpretation or execution of this Memorandum of Understanding will be resolved through friendly consultations and negotiations between the Signatories without the intervention of third Parties or international arbitration.

#### **Article 9. PROTECTION OF PERSONAL DATA**

1. Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by the Ministry of Economy pursuant to the UAE Federal Data Protection Law” also referred to as “Law No.45 of 2021. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management and monitoring of this Memorandum of Understanding. Once personal data are no longer necessary for the purposes of the Memorandum of Understanding, 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 while respecting the statute of limitations.



After this period, the personal data will be deleted. The Signatories do not have the right to transfer personal data to third parties.

#### **Article 10. AMENDMENTS**

1. Either signatory may propose amendments to this Memorandum of Understanding. This Memorandum of Understanding will be amended by the mutual agreement of the Signatories, formalized by an exchange of written communications, specifying the date of the entry into force of such amendments.

#### **Article 11. DURATION AND TERMINATION**

1. Upon its signature by both Signatories, this Memorandum of Understanding shall come into force on the date of its signature from both Parties.
2. Unless otherwise agreed, this Memorandum of Understanding shall remain in force for a period of 4/6 years unless either Signatory expresses its decision to terminate it through a certified notification at least six months prior to the expiry date.
3. The termination of this Memorandum of Understanding will not affect the validity or duration of any specific agreements, projects, commitments or activities made under this Memorandum until the completion of such specific agreements, projects, commitments or activities unless otherwise decided upon by the Signatories.

#### **WAIVER**

Both Signatories will not waive any of its obligations or responsibilities in this Memorandum of Understanding, or transfer any of its rights or obligations herein to any third party without the prior written consent from the other Signatory.

#### **VARIATION**

No variation of this Memorandum of Understanding shall be effective unless in writing and signed by or on behalf of each of the Signatories.

## RELATIONSHIPS


Nothing contained in this Memorandum of Understanding, shall be deemed to consider either Signatory a partner, joint venture or employee of the other Signatory for any purpose.

## NOTICES

Any notice, claim or demand in connection with this Memorandum of Understanding, shall be given in writing to the relevant Signatory at the address stated in this Memorandum of Understanding, (or such other address as it shall previously have notified to the other Signatory). Any notice sent by emails shall be deemed received when acknowledged by the receiving party, any notice sent by hand shall be deemed received when delivered and any notice sent by first class post shall be deemed received by acknowledgement of receipt.

This Memorandum of Understanding has been signed in two identical copies in the English language and both are deemed equally effective.

**For the National Research Council  
of Italy**



**Prof. Maria Chiara Carrozza**

**President of the National Research  
Council**

March 27<sup>th</sup>, 2022

**For the Ministry of Economy of the  
United Arab Emirates**



**H.E. Abdulla Al Saleh**

**Undersecretary of the Ministry of  
Economy**

March 27<sup>th</sup>, 2022