

 Consiglio Nazionale delle Ricerche

Consiglio Nazionale delle Ricerche  
Piazzale Aldo Moro, 7  
00185 Roma, Italia  
Web: [www.cnr.it](http://www.cnr.it)



Institut de Recherche pour le Développement  
Le Sextant – 44, boulevard de Dunkerque –  
CS 90009  
13572 Marseille cedex 02  
Web : [www.ird.fr](http://www.ird.fr)

GENERAL AGREEMENT  
FOR SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN  
CONSIGLIO NAZIONALE DELLE RICERCHE - CNR  
AND  
INSTITUT DE RECHERCHE POUR LE DÉVELOPPEMENT - IRD

**The INSTITUTE OF RESEARCH FOR DEVELOPMENT**, hereinafter referred to as the "IRD", a public institution of a scientific and technological nature, n° SIRET 180006025 00159, code APE 7219Z, the head office of which is located at "le Sextant" 44 bd de Dunkerque, CS 90009, 13572 Marseille Cedex 02, France, represented by its President, Professor Michel LAURENT,

On one hand,

AND

**The CONSIGLIO NAZIONALE DELLE RICERCHE**, hereinafter referred to as the "CNR" a public organisation of a scientific and technological nature, the head office of which is located at Piazzale Aldo Moro, 7 – ROMA - Italia, represented by its President, Professor Luigi NICOLAIS

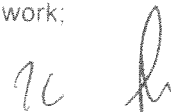
On the other hand,

Hereafter individually called "the Party" and jointly called "the Parties";

HAVING REGARD TO      The General Agreement for Scientific and Technological cooperation between the French Government and the Italian Government concluded on January 29, 2001;

**CONSIDERING THAT:**

- the assignment of IRD is to promote and carry out in France and abroad any scientific research that aims to help economic, social and cultural progress in developing countries;
- IRD is also intended to mobilize French and European research and higher education organisations, as well as other involved institutions, about any scientific issue connected to development, and to lead the reflection on these matters;
- the assignment of CNR is to carry out, promote, spread, transfer and improve scientific research that aims to help economic, social and cultural progress at national and international level;
- CNR dedicates great attention to international scientific and technological cooperation and integration as well as at establishing proactive partnerships with other international public and private bodies and universities;
- CNR and IRD have common concerns with regard to research for the development, as well as at strengthening scientific cooperation with Southern Countries and in particular, but not exclusively, with the Mediterranean area;
- CNR and IRD have long been in cooperation within the framework of EC research projects and are convinced that the new societal challenges so as defined in "Horizon 2020" as well as the priorities of the EC DG DEVCO-Europeaid should contribute and participate in their strategies. They want to strengthen this cooperation framework;



- CNR and IRD, in a wide-sweeping effort to support research for development, develop their partnership on the basis of common ethical principles, which are addressed in the partnership charter for research for development in the Annex 1.

**THE PARTIES AGREE AS FOLLOWS:**

ARTICLE 1: PURPOSE

This Agreement aims to define a framework for cooperation, dialogue and exchange of information, promotion and monitoring of research activities, training, consultancy and scientific information conducted in partnership between the Parties in fields of research and innovation.

Cooperation between the Parties is based on partnership, implemented through specific agreements referring to this General Agreement and specifying the purposes and the implementing rules of activities mainly pertaining to research, training, consultancy and scientific information. The cooperation notably covers:

- Achievement, jointly or by either Party, of research programmes or specific initiatives decided together;
- Creation of international joint research units or laboratories;
- Valorization of research results and technology transfer;
- Training and capacity building activities in favour of research personnel and students;
- Documentation, information, scientific and technical valorization;
- Participation in the events and activities for valorization and promotion of research;
- Search for international, national or regional funding;
- And, more generally, any other form of cooperation on which the Parties agree.

The joint projects may be opened up to other participants, including in a regional or sub-regional context.

The Parties will initially focus their cooperation on the initiatives specified in the Annex 2.

ARTICLE 2: FOLLOW-UP AND SUPERVISION

Each Party shall appoint a representative in charge of the follow-up and the supervision of the scientific and technical cooperation.

The representative for CNR shall be a representative in charge of international relations from the Headquarters and for IRD shall be a representative in charge of international relations from the Headquarters.

The above-mentioned representatives are especially in charge of:

- identifying the priority fields for cooperation activities;
- directing the cooperation;
- estimating the results of the current and achieved activities;
- proposing any solution in case of difficulty in the interpretation of this Agreement or the specific agreements, as well as in the performance of cooperation activities.

These representatives shall keep up close relations in order to coordinate cooperation activities. They shall issue annual progress reports.

In addition, joint meetings will be organized as and whenever necessary and at least annually, to examine any question relating to the current scientific cooperation or to the valuation of the results stemming from the joint research programmes.

Each meeting will be concluded by a report communicated to the head of the Parties. Other scientific personalities or qualified experts may be invited for consultation on specific problems, when deemed necessary by either Party.

#### ARTICLE 3: COOPERATION ACTIVITIES

Each cooperation initiative performed under the present Agreement shall be subject to specific research or hosting agreements.

#### ARTICLE 4: MUTUAL STAFF HOSTING

The staff members of a Party hosted in the premises of the other Party are subject to the current health and safety rules within the said premises. They conform to the rules of procedure and to the instructions for use of the equipment which are communicated to them.

Each Party remains responsible for its own personnel in administrative and scientific matters.

In case of accident involving an employee of one Party hosted in the premises of the other Party, the latter will warn the Party employer as soon as possible.

A Party shall never be regarded as the employer for any contract of employment or part-time work concluded by the other Party in respect to performance of the present Agreement.

#### ARTICLE 5: CIVIL LIABILITY

Each Party shall bear all the consequences of civil liability that it may incur towards third parties and their assignees under ordinary law, without any remedy against the other Party except in case of gross or intentional fault on the part of the latter, owing to any bodily injury or material damage caused to third parties by its staff or equipment, as well as by the staff or equipment under its management or custody.

Each Party assures that it has subscribed the insurance policies covering its liability in the context of performing the present Agreement.

In the case a Party hosts third parties (especially students, visiting scholars) on the initiative of the other Party, the latter shall ensure that the aforementioned third parties have subscribed all appropriate insurances, covering in particular their civil liability.

#### ARTICLE 6: EQUIPMENTS

The Parties retain the ownership of the moveable and immovable properties that they make available for the implementation of the present Agreement or the specific agreements.

In case some equipment is jointly acquired by the Parties, they shall conclude a specific grant agreement to the benefit of the Party in charge of purchasing this equipment. This agreement shall define the financial breakdown of the purchase and shall designate the owner of the equipment, as well as the Party in charge of maintenance and repairs. This agreement shall also state the conditions of use of the equipment, as well as the modalities of funding the operating expenses.

#### ARTICLE 7: CONFIDENTIALITY

The Parties agree not to publish or disclose in any fashion whatsoever, without the other Party's written consent, the scientific, technical or trade information owned by the other Party and which they may have been aware on occasion of the performance of this Agreement or the specific agreements, as long as said information is not protected or has not come into the public domain.

The commitments of this article shall remain effective throughout the term of this Agreement and each specific agreement and five (5) years following their early termination or their respective expiry.

Any exceptions to this obligation of confidentiality shall be mutually agreed upon and subject to the approval of the representatives in charge of the follow-up and the supervision named in Article 2 above.

The Parties may however transmit said information to third parties in order to meet their own research needs or for employees or programmes evaluation requirements, provided that they subject these third parties to the same obligation of confidentiality.

Shall not be considered as confidential the information for which the Party involved can prove:

- that it had already knowledge of said information on the date of communication by the other Party;
- that this information has been already published, disseminated or that it has come into the public domain, without any breach of this Agreement;
- that the information has been subsequently received from a third party having a right to dispose of.

#### ARTICLE 8: PUBLICATIONS

Each planned publication or transmission by either Party of information, results or know-how originating from the cooperation programme, shall receive, during the term of the present Agreement and each specific agreement and six months following their respective expiry, the written approval of the other Party. The latter shall announce its decision within a maximum period of one (1) month from the date of request. Should a Party fail to reply within this time limit, it shall be deemed to have given its agreement.

However, when the results are subject to an economic valorization, no publication can be authorized without the preliminary agreement of the representatives of the Parties in charge of the follow-up and the supervision named in Article 2 above.

All works, publications or communications made in the framework of this Agreement and of the specific agreements shall mention the cooperation between the Parties. Furthermore, the name or even the logo of the Parties, as well as the name of the researchers involved, shall be inserted in a clear and visible way.

It is agreed that these provisions and provisions of Article 7 above shall not impede:

- neither the obligation binding upon each participant in the cooperation programme and activities to produce a periodic activity report to the organisation where he belongs, to the extent that such transmission is not regarded as a disclosure within the meaning of intellectual property laws. If need be, in case of highly confidential information, this report shall be kept confidential;

- nor the thesis defense by researchers whose scientific activity is connected with the object of this Agreement; this defense must be held whenever necessary in a manner to ensure, in compliance with the applicable university regulations, the confidentiality of some results arising from work done in the framework of this Agreement.

#### ARTICLE 9: OWNERSHIP AND ECONOMIC VALORIZATION OF RESULTS

The modalities of allocation, management and protection of the property of the results stemming from cooperation activities shall be defined in the specific agreements concluded in application of the present Agreement, by taking into account respective human and material contributions of each Party for the performance of these cooperation activities.

#### ARTICLE 10: DURATION

This Agreement shall be valid for a period of four (4) years from the date of signing by the last signatory.  
It may be extended or modified by means of amendment or by a new General Agreement.

#### ARTICLE 11: APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Agreement and the specific agreements mentioned in Article 3 shall be governed by the law of the country where the agreement is performed.

In the event of dispute regarding the validity, the interpretation, the performance or the breach of the Agreement or the specific agreements, the Parties shall make every possible effort to find an amicable settlement; the representatives of the Parties named in Article 2 above suggest for that purpose any solution for conciliation.

If no amicable settlement is reached within two (2) months as from the first conciliation meeting of the aforesaid representatives, the dispute shall be definitively settled by the Courts of competent jurisdiction of the place where the defendant Party has its head office.

#### ARTICLE 12: TERMINATION

In case of default by either Party in its obligations hereunder, the present Agreement shall be automatically terminated by the other Party. Such a termination shall become effective, one (1) month after a formal notice stating the grounds for complaint sent by the complaining Party to the defaulting Party by registered letter with recorded delivery, unless within that period, the defaulting Party has fulfilled its obligations or has provided proof of a hindrance resulting from Force Majeure.

Such a termination shall not discharge the defaulting Party from complying with its contractual obligations until the effective termination date, without prejudice to the right of the complaining Party to claim damages for any loss or injury that may be suffered owing to the early termination of this Agreement.

This Agreement may be terminated at any time by either Party hereto, upon a written duly reasoned notice to the other Party, sent four (4) months in advance by registered letter with recorded delivery or by hand delivery.

The termination of this Agreement, for any reason whatsoever, shall not affect obligations already matured.

12  

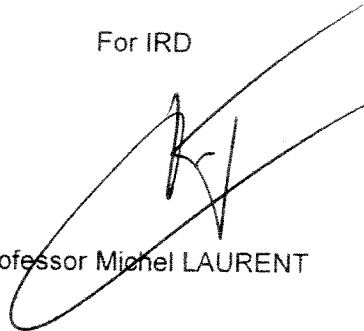

ARTICLE 13: CONTENTS OF THE AGREEMENT

The following annexes are part of the present agreement:

- Annex 1: The Partnership Charter for Research for Development
- Annex 2: Cooperation initiatives between CNR and IRD

Executed in Rome, on March 5 2014, in two (2) original copies in English.

For IRD

A handwritten signature in black ink, consisting of a large, sweeping loop on the left and a more complex, stylized set of strokes on the right.

Professor Michel LAURENT

For CNR

A handwritten signature in black ink, featuring a prominent, tall vertical stroke on the left and several smaller, connected strokes to the right.

Professor Luigi NICOLAIS





## ANNEX 2

### Cooperation initiatives between “CNR” and “IRD”

The cooperation between CNR (Consiglio Nazionale delle Ricerche) and IRD (Institut de Recherche pour le Développement) will be initially focused on:

1. **Strengthening scientific exchanges** – To strengthen their collaboration and reach the European funding more efficiently together within the framework of “Horizon 2020”, both institutions will be working together to encourage scientific exchanges in order to develop common projects that might result in the EC funding programmes in partnership with both academic and research organizations in Southern countries.

Then, scientific cooperation will bring out common projects:

- focused principally, but not exclusively, on the Mediterranean area;
- related to one or more societal challenges so as in the “Horizon 2020”;
- co-developed in partnership with one or more research performing organizations in one or more Southern countries.

2. **Harmonizing platforms and partnership tools** – To be more effective and efficient, both institutions will be working together to build and develop mutual links between platforms and partnership tools in close collaboration with both academic and research organizations in Southern countries.

Then, cooperation will develop synergies:

- focused on Joint International Laboratories (LMI – Laboratoires Mixtes Internationaux) as well as on the establishment and consolidation of international research networks and structures (platforms, observatories, etc.) by IRD and CNR, principally, but not exclusively, in the Mediterranean area;
- directed at implementing new partnerships and joint projects with the participation of one or more research performing organizations in one or more Southern countries.

3. **Structuring the public dialogue on research for development** – To foster the public dialogue at the European scale on research for development, both institutions will be working together to promote the emergence of a common vision bringing together both academic and research organizations in Europe in order to implement initiatives that might result in the EC funding programmes in partnership with both academic and research organizations in Southern countries.

Then, cooperation will bring out common initiatives:

- focused principally, but not exclusively, on the Mediterranean area and the Sub-Saharan Africa particularly on the Sahel and the Sahara;
- co-developed in partnership with one or more research performing organizations in one or more Southern countries.

