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Memorandum of Understanding

Between

Consiglio Nazionale delle Ricerche, Rome, Italy
hereinafter referred to as CNR

And

The Helmholtz Association
Berlin, Germany

all together collectively hereinafter referred to as "the Parties"

Preamble

The recommendation to initiate a MoU between the two parties dates back to a bilateral Workshop on February, 23/24, 2015 in Rome organized by the Helmholtz-Association and CNR. About 45 scientists from CNR (mainly from the Departments “Biology, Agriculture and Food Sciences and “ Earth and Environmental Sciences”) and Helmholtz (Alfred Wegener Institute Helmholtz Center for Polar and Marine Research – AWI; Forschungszentrum Jülich; GEOMAR Helmholtz Center for Ocean Research Kiel; Helmholtz Center for Environmental Research - UFZ; Helmholtz Zentrum München - German Research Center for Environmental Health; Helmholtz-Centre Potsdam GFZ German Research Centre for Geosciences; and Karlsruhe Institute of Technology – KIT) attended the meeting. It was agreed by both parties, to initiate a MoU between the Helmholtz-Association and CNR to intensify the mutual and reciprocal cooperation between the two Parties (and their connected Centers/Institutes) and the respective science and research communities in the two countries.

Article 1: Context

CNR:

CNR is the main research performing public organization in Italy. CNR mission is to carry out, promote, spread, transfer, and improve research activities in the main sectors of knowledge, developing innovation for the scientific, technological, economic and social development of Italy. CNR research network with about 10000 researchers and technologists, is organized in 103 Institutes deployed all over the country, and grouped into seven Departments covering the main areas of science and culture, i.e. including physics, chemistry, engineering and information technologies, biology, medicine, agriculture and food sciences, and geology and environmental sciences.

Helmholtz Association

The Helmholtz Association is an autonomous, legally registered self-governing association with 18 Research Centers as members which are legally independent bodies, to advance their ability to achieve the requirements of the mission and mandate of the Helmholtz. These centers have been commissioned with pursuing long-term research goals on behalf of the state and society. The Association strives to gain insights and knowledge so that it can help to preserve and improve the foundations of human life. It does this by identifying and working on the grand challenges faced by society, science and industry. The Helmholtz Centers perform top-class research in strategic programs in six core fields: Energy, Earth and Environment, Health, Key Technologies, Structure of Matter, Aeronautics, Space and Transport.

Article 2: Joint Research Topics

Both Parties agree to cooperate on areas of mutual interest. Specific areas of cooperation and the respective topics will be agreed between the involved research centers through detailed discussions. For the research field “Earth and Environment” potential joint research topics were discussed and agreed on during the Workshop in Rome. These are: *Geohazards; Climate and Health; Water Resources and Biosphere-Atmosphere Interactions; Volatile Organic Compounds and their roles in the agro-ecosystems; Geothermal Energy; Plant Phenotyping; Biodiversity and community ecology; Ecosystem functioning and services; Mitigation and adaptation strategies.*

The range of future activities is not limited to those mentioned above. Parties may identify further research areas of mutual interest and discuss to add respective topics to the MOU. If approved jointly by both parties such research areas can be included in the MoU as a supplementary document.

Article 3: Scope of the MoU

The scope of this MoU will include, but not be limited to:

- Joint research and development of project activities
- Exchanges of researchers
- Coordinated data collection
- Facilitating the exchange of relevant data
- Joint usage of test sites and research infrastructures
- Industry liaison
- Government/community liaison

Article 4: Implementing Agreements or Arrangements

Specific cooperative activities, to implement Article 1 and 2, will be embodied as Implementing Agreements or Arrangements under this MoU. Implementing Agreements or Arrangements shall be governed by this MoU, unless expressly stated otherwise. In the agreements the respective research Centers/Institutes shall agree, as necessary by mutual consultation, upon details including tasks, responsibilities, milestones, deliverables, resources, principal investigators (PI), data and information exchange, confidentiality, issues of Intellectual Property Rights (IPR), sharing of expenses, the publication of research results, the ownership of research output and other relevant matters.

Article 5: Resources

It is recognized that the implementation of program activities under this MoU will in every case be dependent upon the availability of necessary resources, either from within the institute or center concerned, or from external sources. In the case of externally funded projects, cooperative activities will be subject to the terms of the project of which they are a part. There shall be no exchange of funds between the Parties unless otherwise agreed.

Each Party shall provide staff, facilities, and other support necessary for implementation of the networking activities under this MoU. Each party is supporting this agreement with 10.000 euro/year for the first two years as seed money. It will be used for bilateral exchange visits to discuss and finalize joint research projects for external funding (such as from EU calls). Further support will be subject to the availability of appropriated funds and personnel and will be in accordance with the laws and regulations of the respective country.

It is confirmed that both parties will utilize existing resources where possible, and will jointly search for additional resources to enhance and develop further appropriate and complementary activities consistent with the mission of the participating organizations.

Article 6: Review and Monitoring Mechanism

The Parties shall establish a Joint Steering Committee (JSC), composed of four members for each party. The members of the JSC stay in charge for three years and can be renewed once for two additional years.

The JSC holds strategic planning talks to identify joint activities and to review the activities agreed under this MoU. It provides guidance on key issues, such as objectives/research topics, funding opportunities and research strategy. The committee shall curate a register of joint collaborations and personnel exchanges and provides for regular (at least twice a year) consultations over EU calls and research infrastructures. Every two years, the JSC will evaluate the results deriving from the seed-money and decide whether to renew the funding, possibly with a different amount. The Parties will alternately host JSC meetings in their countries. The meetings shall take place at least once a year.

Article 7: Disputes

Each Party shall consult with the other as soon as possible on any matter that may affect the proper implementation of this MoU. Any dispute regarding interpretation or implementation of this MoU or its associated Implementing Agreements or Arrangements will be resolved through mutual discussion and consultation between the Parties.

Article 8: Term of the MoU

The present MoU shall come into force at the time of its signing and shall remain in force for a term of five years. The Parties shall, in good time before its expiry, agree on a possible extension of the present MoU.

Each Party is authorized to terminate this MoU at any time by giving not less than 30 (thirty) days notice to that effect. The termination does not affect the obligations arising from the Implementing Agreements and Arrangements concluded during the present MoU's term of validity or in progress at that time, unless the contracting Parties to the Implementing Agreements and Arrangements agreed otherwise on this by mutual agreement.

Article 9: Final Provisions

All forms of cooperation and collaboration undertaken within the scope of the present Memorandum of Understanding shall be carried out in accordance with the respective domestic law.

The provisions of the present MoU may be supplemented or amended by mutual agreement. Supplements and amendments must be agreed in writing in order to become a constituent part of the present MoU.

Under no circumstances may the present MoU restrict the activities, which the Parties engage in with other public or private institutions, organizations or individuals.

For CNR

Dr. Enrico Brugnoli
Director of Earth system science and environmental technologies Department



28/06/2016
Date

Dr. Francesco Loreto
Director of Biology, agriculture and food sciences Department

Francesco Loreto

05.07.2016
Date

For the Helmholtz Association

Prof. Dr. P. Herzig
Direktor
Helmholtz-Zentrum
für Ozeanforschung Kiel



April 14, 2016
Date