

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

**Consiglio Nazionale delle Ricerche**, having its registered office in Piazzale Aldo Moro 7, 00185 Rome, Italy, represented for the purposes of this AGREEMENT ("Agreement") by the President Prof. Massimo Inguscio, (hereinafter referred to as "CNR")

## AND

**Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V.**, having its registered office in Hansastraße 27 c, 80686 Munich, Germany, represented for the purposes of this AGREEMENT by the President Prof. Dr. Reimund Neugebauer and Prof. Dr. Alexander Kurz, Executive Vice President, (hereinafter referred to as "Fraunhofer")

hereinafter individually or collectively referred to also as the "Party" or the "Parties"

## WHEREAS

- CNR is the main research performing public organization in Italy. Its mission is to perform research, to promote the competitiveness of the industrial system and the internationalization of the national research system, to provide technologic solutions to emerging public and private needs, to advise Government and other public bodies, and to contribute to the qualification of human resources. CNR has about 12000 employees and is organized in 102 Institutes deployed all over Italy, grouped into seven Departments covering the main areas of science and culture.
- Fraunhofer is Europe's leading organization for applied research with more than 26,600 employees and 72 institutes and research units. Fundamental objectives and tasks of Fraunhofer through its research activities are to achieve excellent scientific results directly capable of technology transfer to industry.
- The Parties have already collaborated in several EU-projects and wish to extend their joint activities for example but not limited to the fields of: Smart Agriculture, Cultural Heritage, Industrie 4.0.
- The Parties wish to further enhance their collaboration by developing a closer relationship and initiate activities aimed at pursuing joint objectives in the field of research, innovation and technology transfer.


Now, therefore and in consideration of the above, the Parties hereby agree on the following:

### Art. 1 FOREWORD

The introductory clauses form integral part of the present Memorandum of Understanding.

### Art. 2 PURPOSE

The Parties wish to collaborate through the following possible activities: research activities of mutual interest, collaboration in education and training activities, innovation



and technology transfer, enhancement of the capacity to attract funds and resources from third parties, dissemination activities, and any other activity deemed of mutual interest and agreed by both Parties.

Each joint activity will be regulated by a separate written agreement (hereinafter referred to as Separate Project Agreements), as specified in Art. 3, that will detail all aspects necessary for the realisation of the collaboration activity.

### **Art. 3 SEPARATE PROJECT AGREEMENTS**

The Separate Project Agreements will be drafted in accordance with the law and with the pertinent statutory provisions and regulations of the Parties and in the spirit of this Memorandum of Understanding. The Separate Project Agreements shall be approved and concluded by the relevant duly authorised representatives of the Parties.

The Separate Project Agreements shall regulate each collaboration activity, case by case, and include all provisions necessary to define the specific collaboration between the Parties, indicating - for instance and not limited thereto - financial resources, personnel, structure and equipment involved in the realisation of the action, relevant aspects related to liability, insurance and security, intellectual property, confidentiality, applicable law and settlement of disputes, as well as any further aspects deemed appropriate in the specific cooperation.

### **Art. 4 GOVERNANCE**

The Parties agree to establish a joint Committee (hereinafter referred to as the "Committee") at operational level with the following tasks:

- facilitating the communication among the Parties and allowing a periodic exploration and discussion of new collaboration opportunities that may eventually emerge
- planning collaboration activities, collecting information on the single collaboration activities foreseen within the Separate Project Agreements and preparing a short annual report of collaboration activities
- discuss and facilitate the solution of possible problems or conflict if any

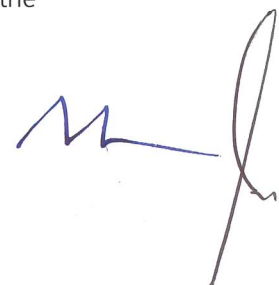
Each Party shall appoint four representative members of the Committee, one from central office/headquarters and the others covering the research fields in which cooperation activity is carried out or planned. The number may increase as activity levels rise, if each Party agrees. Each Party shall have the same number of members.

The Committee shall meet at least once per semester. Third parties may be invited to participate to the Committee meetings, with the prior agreement of both Parties and the conclusion of a non-disclosure agreement with the third parties concerned.

One meeting of the Committee per year will be in person. The second yearly meetings may be held through teleconference or other available telecommunication means agreed by the members of the Committee. The physical meetings shall be alternatively held in Italy and Germany.

### **Art. 5 FINANCIAL PROVISIONS**

Each Party will bear its own costs in connection with its contribution to the cooperation activities, unless agreed otherwise in writing by the Parties in the Separate Project Agreements. Each Party will bear its own costs in relation to the functioning of the Committee.



**Art. 6 INTELLECTUAL PROPERTY RIGHTS**

Provisions related to the ownership of the results arising from the established collaboration, as well as access rights, will be detailed in the Separate Project Agreements regulating the specific collaborations.

**Art. 7 TRADEMARKS/LOGOS**

A Party may not use the logo and/or the name of the other Party as distinctive signs or for advertising purposes without the prior written authorization of the other Party.

**Art. 8 CONFIDENTIALITY**

Each Party will respect the confidentiality of the information of a technical or commercial nature received from the other Party (Disclosing Party) and identified in writing to be confidential ("Confidential Information") for a period of five (5) years after receipt of such information.

The obligations of confidentiality shall not apply to information:

- which is known or generally accessible to the other Party or to the public, or
- which becomes known or generally accessible to the public after disclosure without any involvement or fault on the part of the other Party, or
- which corresponds to information legally disclosed or made accessible to the other Party by an entitled third party, or
- which is independently developed by an employee of the other Party not in possession of the information disclosed, or
- which is required, by the advice of legal counsel, to be provided to any government, judicial, regulative or administrative body or to a listing authority, self-regulatory body or any entity similar to the foregoing, under the condition that, to the extent it is lawfully able to do so, prior information of such request is given to the Disclosing Party.

Each Party:

- shall not disclose to third parties or permit third parties to disclose the above confidential information, unless otherwise stated by the disclosing Party
- shall ensure that confidential information is only disclosed to those officers and personnel engaged in the performance of this Agreement on a strictly "need to know basis" and impose no less stringent confidentiality obligations than those contained herein

**Art. 9 PERSONAL DATA**

The Parties acknowledge to have been mutually informed and to agree that "Personal Data" supplied, also verbally, or collected as a consequence or in the execution of the present Memorandum of Understanding and of the Separate Project Agreements shall be treated exclusively for the purposes thereof, in accordance with the relevant legislation respectively applicable to both Parties in Italy and Germany.

**Art. 10 DURATION, RENEWAL, WITHDRAWAL**

This Memorandum of Understanding shall enter into force on the day of signature of the present Agreement by both the Parties and have a duration of five (5) years. The duration of the Memorandum of Understanding may be extended in writing by the Parties before its expiry date, for an additional period to be determined.

Handwritten signatures in blue ink, including a large signature and a smaller one to the right, and a small mark at the bottom right corner.

Each Party reserves the right to withdraw from this Memorandum of Understanding at any time, by sending an advance written notice of at least sixty (60) days to the other Party. The withdrawal will have effect after the notice period that will start from the date of receipt of the withdrawal written notice. The Parties agree that the withdrawal from this Memorandum of Understanding does not have any effect on possible on-going Separate Project Agreements that will be brought to end, unless agreed otherwise in writing by the Parties.

**Art. 11 LANGUAGE**

This Memorandum of Understanding is drawn up in English, which language shall govern all documents, notices, meetings, processes relative thereto. Any translation shall be for convenience only and shall have no legal effect.

signed in two originals by

Rome, June 11, 2019

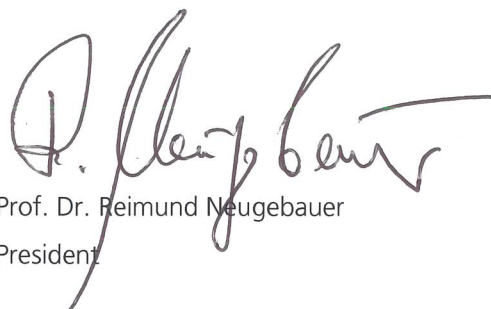
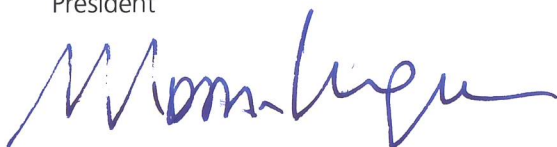
Rome, June 11, 2019

For CNR

For Fraunhofer

Prof. Dr. Massimo Inguscio  
President

Prof. Dr. Reimund Neugebauer  
President



Prof. Dr. Alexander Kurz  
Executive Vice President

