AGREEMENT FOR SCIENTIFIC COOPERATION

between

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

and

CONSIGLIO NAZIONALE DELLE RICERCHE

Centre National de la Recherche Scientifique (French National Centre for Scientific Research), hereinafter referred to as "**CNRS**", a public scientific and technological organization, headquartered at 3, rue Michel Ange, 75794 Paris cedex 16, France, represented by its President, **Professor Alain Fuchs**,

and

Consiglio Nazionale delle Ricerche (Italian National Authority for Scientific Research), hereinafter referred to as "**CNR**", a public scientific and technological organization, headquartered at Piazzale Aldo Moro 7, 00185, Roma, Italy, represented by its President, **Professor Luigi Nicolais**,

Hereinafter collectively referred to as the "Parties" or individually as the "Party",

In acknowledgement of the Cultural agreement between French and Italian governments signed on the 4th of November 1949;

In acknowledgement of the Scientific agreement of cooperation between the government of the French Republic and the government of the Italian Republic signed on the 29th of January 2001

In acknowledgement of the scientific cooperation agreement between CNRS and CNR, signed in Paris on the 16th of February 1971, renewed on the 9th of March 1993, renewed on the 9th of May 2005, then modified on the 7th of November 2007.

The Parties, considering:

- That CNRS in France and CNR in Italy are major Research organizations in Europe in all fields of knowledge,
- Their long tradition of cooperation, and many activities in which their teams and researchers work together, often in strong connection,
- Their common interests and objectives in advanced scientific research,
- The advantages of producing synergies between complementary areas of expertise for purposes of increasing research and improving efficiency,
- Their intention and joint efforts to establish the European Research Area (ERA) through cooperation and integration of national scientific communities,

agree as follows:

ARTICLE I – GENERAL PROVISIONS

I-1 The purpose of this Agreement is (1) to formalize, develop and strengthen the existing cooperation by extending areas and forms of cooperation and promoting joint cooperative actions between the teams and researchers associated with the Parties in scientific fields that are of a major interest to both Parties, and (2) to exchange information and to develop mutual understanding on multilateral projects in which they are involved

The Parties undertake to promote and strengthen scientific collaboration between their researchers, on the basis of reciprocity, by making available the means to carry out cooperative actions and by supporting the scientific excellence and structuring such collaborations.

The Parties agree to encourage scientific collaboration in projects related to the objectives of EU FP8 Horizon 2020.

The Parties agree to encourage mobility of researchers in the context of cooperative actions between their research teams, and the involvement of young researchers in the activities conducted hereunder.

To these ends, the Parties intend to support joint scientific projects, in particular those types of projects, described in Article I-4 and Annex I.

I-2 A Steering Committee comprising an equal number of members of each Party will be established by exchange of letters between the Parties.

The Steering Committee shall be convened as required, alternately in France and Italy, at least once a year, unless otherwise agreed by the Parties. In the event of practical impossibility of a physical meeting, the Steering Committee may meet via video-conferencing or any other means.
It shall review the ongoing cooperative structuring actions, set the priority scientific fields of cooperation, facilitate and monitor the implementation of this Agreement, set

the principles, rules and guidelines for the joint calls for proposals, and review the intellectual property issues.

I-3 Each Party shall independently evaluate proposals for joint cooperation projects. The evaluation criteria are, inter alia, as follows:

- the quality of the research conducted;
- the intensity of mobility of researchers;
- the participation of young researchers;
- the added value of the cooperation;
- expectations regarding the results to be obtained.

The Parties shall inform each other of the results of all evaluations, so that they may jointly decide as to the projects to be approved.

I-4 Structuring actions

The Parties agree to progressively structure the cooperation between their research teams in the form of International Projects for Scientific Cooperation (**PICS**), International Associated Laboratories (**LIA**), International Research Coordination Networks (**GDRI**) and International Joint Units (UMI), as described in Annex I.
The above mentioned structuring actions are initiated by teams belonging to French laboratories affiliated with CNRS and to Italian laboratories affiliated with CNR and are evaluated by the Parties

Partner research teams from both countries must submit simultaneously joint research proposals to their respective organization, CNRS and CNR.
Proposals for **PICS** shall be submitted under a bilateral call launched jointly annually by the Parties.

The Parties shall select projects on their scientific quality, either during an annual meeting, which takes place alternately in France and Italy, or by video-conferencing or by exchange of correspondence. The results of joint selection of projects shall be given in a written report.

The priority areas, national eligibility rules, submission rules, evaluation process with common criteria and selection procedures, maximum level of funding per project and a maximum total earmarked budget shall be agreed upon by the Steering Committee and published in annual joint calls for **PICS**.

PICS shall not require execution of a separate agreement but shall be bound by Article III of this Agreement with regard to publication, confidentiality, intellectual property and research contracts.
Separate specific agreements between Parties are required to create **LIA** or **GDRI**.
Creation of a **UMI** requires a separate agreement taking into account the statutory restrictions applicable to CNRS operational research structures.

Structuring actions shall be funded in accordance with the provisions of Article II.

A brief scientific and financial report shall be produced annually by the project leaders. The teams shall submit a final full report to the Parties at the end of each action.

I-5 In addition to the cooperative projects referred to in Article I-4 the Parties undertake to jointly support scientific workshops and meetings and any other type of scientific action between the researchers connected to CNRS and CNR, as jointly agreed upon by the Parties in the framework of the Steering Committee.

ARTICLE II – FUNDING PROVISIONS

II-1 The joint research activities under this Agreement shall be supported by the allocation of earmarked financial contribution of each Party, devoted, inter alia, to cover mobility expenses (short-term stays and meeting), in addition to those resources to which the relevant research teams may already have access.
Research expenses shall be paid by the organization where the research is carried out.

II-2 The annual financial contribution of each Party shall then be determined by mutual agreement on a reciprocal basis for each year during which approved projects are to be conducted.
The Parties shall cover the expenses incurred by their respective researchers and laboratories funded in accordance with this Agreement, on the basis of domestic budget legislation and regulations governing each Party.

II-3 By the end of the month of March of each year, each Party shall make available to their respective coordinating teams the earmarked resources, particularly funding, necessary to carry out the research activities falling within the scope of this Agreement.
Any funds remaining unused at the end of a budgetary year cannot be carried over to the following budgetary year.

II-4 Individuals hosted under this Agreement generally shall not receive any fees for the lectures, conferences and reports, nor for any other scientific work of a similar nature, carried out under this Agreement. In addition, they may not carry out any paid work other than the research specified in their work schedule, without the prior consent of CNRS and CNR.

II-5 Each home organization shall insure its participating personnel for any health expenses, including hospitalization that may occur during a stay in the host country and repatriation.

ARTICLE III – PUBLICATIONS, CONFIDENTIALITY, INTELLECTUAL PROPERTY AND RESEARCH CONTRACTS

The terms and conditions applying to publications, confidentiality, the protection and exploitation of intellectual property rights and third party research contracts related the present agreement and the scientific cooperation hereof shall be governed by the provisions contained in Annex II.

ARTICLE IV – FINAL PROVISIONS

This Agreement shall enter into force for a **term of four years** from the date on which it is signed. It may then be renewed by amendment.

This Agreement may be terminated by either Party by written notice given to the other Party, six (6) months in advance.

The terms of this Agreement may be supplemented or amended by amendment, with the consent of both Parties.

In the event of difficulties in the interpretation or performance of this Agreement, the Parties shall make every effort to resolve their dispute amicably.

If no agreement can be reached within sixty (60) calendar days from notification date of the dispute, the Parties undertake to submit it to mediators, one of whom will be appointed by each Party, unless they can agree on a single mediator. The said mediator(s) will do their best to settle any difficulties and find an amicable solution acceptable to both Parties within sixty (60) calendar days from the date on which the mediator or mediators were appointed.

If no agreement can be reached, the dispute will be taken before the competent Court.

At the expiration of this Agreement or following its termination, it shall continue to govern research projects approved hereunder which have as yet to be completed, including the separate agreements signed during the period in which it was in force.

The confidentiality and intellectual property provisions herein shall continue to apply for their respective terms.

This Agreement shall replace the agreement signed on the 9th of May 2005 and modified in 2007, which is repealed.

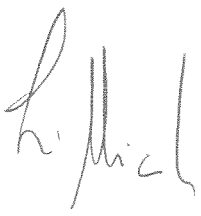
Drawn up and executed in English, in two identical copies, one for each Party,

On the 28th of March 2013

For CNRS

Alain Fuchs
President

For CNR



Luigi Nicolais
President