



MEMORANDUM OF UNDERSTANDING (MoU)
between
the European Biomedical Research Institute of Salerno
and
the NATIONAL RESEARCH COUNCIL OF ITALY

The European Biomedical Research Institute of Salerno (EBRIS), located at Via Salvatore De Renzi 50, Salerno, Italy, herein represented by its President, Prof. Alessio Fasano, and the National Research Council of Italy (CNR), located at Piazzale Aldo Moro, 7, Rome, Italy, herein represented by its President, Prof. Maria Chiara Carrozza, based on the shared understanding that cooperation between both institutions will further strengthen scientific research and technology, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

ARTICLE 1 – PURPOSE

The EBRIS and the CNR agree to promote and support scientific cooperation between qualified researchers from both institutions, in the mutual areas of research, by means of:

1. Joint research programs
2. Visits and exchange of research staff
3. Other cooperative activities mutually accepted

ARTICLE 2 – PRINCIPLES

Cooperation activities under this MoU will be carried out following these principles:

- in accordance with the laws, norms and relevant national regulations.
- reciprocal benefits
- mutual exchange of information relevant to cooperation activities

ARTICLE 3 – IMPLEMENTATION

For the purpose of implementing each specific cooperation activity, both institutions shall jointly prepare a work program describing the funds, the means and the respective responsibilities, which shall thereupon be the object of a Cooperative Program, to be subsequently signed by the concerned Parties.

ARTICLE 4 – FUNDING

Funding support to the cooperation activities under this MoU will be subject to the availability of the Parties' fund.

ARTICLE 5 – REQUIREMENTS

Researchers taking part in the cooperation programs hereunder shall contract a medical insurance entitling the holder to free emergency medical treatment in the host country.

The receiving Party will provide the visitor with all indispensable organisational assistance in situations requiring such steps.

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

Nothing in this MoU shall affect ownership of the Intellectual Property rights of either Party existing prior to the date of this MoU or generated by a Party not in the course of a Joint Research Project.

Nothing in this MoU shall grant to a Party any rights to Intellectual Property and Materials owned by the other Party prior to the effective date of this MoU, Intellectual Property and Materials developed by the other Party 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 Party.

Ownership of Intellectual Property arising in the course of a Research Project shall be determined in accordance with inventorship under applicable law.

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

ARTICLE 7 – PUBLICATIONS

Each Party has the right to publish its own scientific findings, technical reports and results of the work performed under a Joint Research Project under this Collaboration. Any publications containing results of the other Party must be agreed prior to publication and prior analysis and protection of intellectual property.

The logo of each Party shall only be used by the other Party under prior written approval of the Party to which it belongs.

ARTICLE 8 – CONFIDENTIALITY

This MoU and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential (Confidential Information). The Confidential information shall not be used except for the purposes for which it was made available, and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

Neither Party will be in breach of any obligation to keep any Confidential Information or not to disclose it to any other Party to the extent that it:

- Is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another Party; or
- Is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
- Has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- Has been independently developed by the Partner making the disclosure; or
- Is disclosed in obedience of any law, regulation or order of a competent Court by jurisdiction, and the Party which is required to make that disclosure, has informed the other Party within a reasonable time after said request, on both the obligation to make such disclosure and what the information to be disclosed is; or
- Is approved for release in writing by an authorized representative of the Party whose information is owned.

In the execution of this MoU both Parties shall observe the legislative and regulatory framework in their respective countries.

ARTICLE 9 – PROTECTION OF PERSONAL DATA

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by EBRIS pursuant to Regulation (EU) 2016/679. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management and monitoring of this MoU. As Data controllers, the Parties shall process personal data only in the context of this MoU and thereof exclusively for administrative purposes related to the MoU itself, by following the legal clause of the performance of a Contract. Once personal data are no longer necessary for the purposes of the MoU, or in the event that the data subject exercises the right to erasure, the personal data if not subject to the permanent storage restriction will remain stored solely for the purpose of addressing potential liabilities arising from the processing, during the period of prescription. After this period, the personal data will be deleted. The Parties undertake to comply with Article 89 GDPR which regulates the guarantees and exceptions relating to processing for archiving purposes in the public interest, scientific or historical research or statistical purposes. The Parties do not have the right to transfer personal data to third parties. Furthermore, the Parties undertake to enter into a Personal Data Co-ownership Agreement following the conclusion of the Cooperation Agreement, once the project has been jointly defined.

ARTICLE 10 – SETTLEMENT OF DISPUTES

The Parties shall exert their best efforts to resolve any dispute resulting under this MoU by amicably consultations and negotiations. Disputes will not be referred to third parties, to courts or arbitration.

ARTICLE 11 – AMENDMENTS

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory Parties.

ARTICLE 12 – DURATION AND TERMINATION

This MoU shall come into force on the date of its signature from both Parties and remain in force for a period of 6 years unless expressly renewed. If a Party terminates this MoU early, it shall give the other Party at least six months' notice by certified mail.

This MoU has been signed in two identical copies in the English language.

Place and date

European Biomedical Research Institute
of Salerno Prof. Alessio Fasano
President

Consiglio Nazionale delle Ricerche
Prof. Maria Chiara Carrozza
President