

## **MEMORANDUM OF UNDERSTANDING FOR SCHOLARLY AND SCIENTIFIC COOPERATION**

**Between  
THE NATURAL SCIENCES AND ENGINEERING RESEARCH COUNCIL OF CANADA  
and  
THE ITALIAN NATIONAL RESEARCH COUNCIL**

Established between:

- The Natural Sciences and Engineering Research Council of Canada (hereinafter referred to as NSERC);
- The Italian National Research Council (hereinafter referred to as CNR), Italy

Recognising the importance of international scientific cooperation, and the mutual benefit to be derived from a strengthened bilateral collaboration, CNR and NSERC (hereinafter each referred to as a "Party" or collectively as "the Parties"), have endeavoured to foster Italy-Canada collaboration in scientific research and fund joint research projects conducted by teams from both countries.

### **Article I Framework of Cooperation**

#### **1. Roles of CNR and NSERC**

Through this Memorandum, CNR and NSERC aim at fostering mutual understanding and promoting scientific cooperation between scholars and scientists of CNR and scholars and scientists from Canada.

The aim of the funding cooperation is to strengthen the collaboration between Canadian and Italian public research and innovation communities to achieve world-class scientific and technical results, leading towards new innovative technologies. Both parties welcome, encourage and support joint research involving research teams of public research organisations from both countries.

#### **2. Fields of cooperation**

The programme under this Memorandum shall cover all fields but, under a given call for proposals, priority may be assigned to the specific target areas, including:

- a) Manufacturing
- b) Information and Communications Technologies
- c) Environment
- d) Natural Resources and Energy

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### **3. Participants**

Individual participants in the programme under this Memorandum shall be scientists belonging to the institutes of CNR on the Italian side. Research institutes participating in the programme under this Memorandum shall be in Italy, the institutes belonging to CNR. On the Canadian side, individual participants shall be researchers as described within NSERC's Terms and Conditions under section *E. Eligible Recipients*.

Nothing in this Memorandum will be construed as limiting the participation of other parties in the specific activities, as deemed appropriate by the signatories of this Memorandum, on a case by case basis.

## **Article II Types of Cooperation**

The programme of cooperation may include the following categories:

- a) Joint research projects;
- b) Joint research teams/laboratories;
- c) Joint seminars or workshops;
- d) Mobility of students and researchers, and scientific documentation;
- e) The activities undertaken under this Agreement may be targeted for further participation to the Seventh Framework Program, Horizon 2020, and other European programs.

## **Article III Roles of the parties**

The two parties should perform the following roles:

- (i) to identify priority areas for cooperation, in addition to those listed in Article I-2, in consultation with each other, and taking into account both academic and financial feasibility.
- (ii) to establish the framework of cooperation for each selected area (key institutions, key persons, forms of cooperation, financing etc.)
- (iii) to review on-going programmes and consult each other about the continuation,
- (iv) initiation or termination of cooperative programmes. This review and consultation will be carried out biennially by the points of contact identified below to maintain close mutual exchange of information.
- (v) to ensure that the cooperation will bring real benefits to both countries

## **Article IV Financial regulations**

The co-operative activity will be undertaken within the scientific remits and budgetary appropriations of both parties. The partners will form an agreement on the funding of each activity prior to committing to undertake each activity.

## **Article V Intellectual Property**

The Parties have no claims on the Intellectual Property Rights arising from the projects, as the funds they provide constitute a grant in support of the research activity alone. Intellectual Property Rights belong to the researchers and/or their employing institutions. It is the responsibility of each scientific partner to ensure the efficient protection and proper distribution of any intellectual property arising from the accomplishment of the joint research projects. The project participants should enter into a Collaboration Agreement to specify how Intellectual Property Rights will be handled. A Collaboration Agreement must be in place and presented to CNR and NSERC before any grant notification is made.

## **Article VI Miscellaneous**

Each Party covers its own administration costs regarding its contribution, unless otherwise jointly decided.

This Memorandum of Understanding is subject to the availability of funds in the budgets of the Parties and the applicable laws and regulations of their respective countries.

This Memorandum of Understanding may only be amended by a document signed by both Parties and identified as an Addendum to this Memorandum of Understanding.

The Parties will maintain the highest ethical and legal standards in funding research under this Memorandum of Understanding.

## **Article VII Validity of the Memorandum**

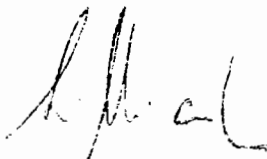
This Memorandum is valid from the day it is signed and will remain in force for a period of three years. This Memorandum will be automatically extended thereafter for successive periods of three years each, unless revoked in writing by either Party one year prior to the expiration of the respective period.

This MoU is a mutual statement of intent among Parties, who agree to make every reasonable effort to fulfill the intentions expressed herein.

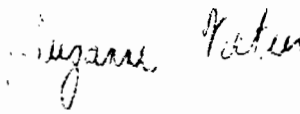
This Memorandum is signed in duplicate in English, both copies being equally authentic and of equal effect.

Ottawa, October 1<sup>st</sup> 2012  
(date)

For the Italian National Research Council

  
Professor Luigi Nicolais  
President

For the Natural Sciences and Engineering  
Research Council of Canada

  
Doctor Suzanne Fortier  
President