



MAX-PLANCK-GESellschaft



Consiglio Nazionale delle Ricerche

## FRAMEWORK AGREEMENT FOR SCIENTIFIC COOPERATION

between

**The National Research Council of Italy**

and

**The Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. of Germany**

**The National Research Council of Italy**, 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**,

and

**The Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V.**, hereinafter referred to as "**MPG**", a publicly funded non-profit research institution of private law, with headquarters at Hofgartenstrasse 8, 80539 Munich, Germany, represented by its **President, Professor Peter GRUSS** and its **Secretary General, Dr. Ludwig KRONTHALER**,

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

Considering:

- that CNR in Italy and MPG in Germany are major research organizations in Europe in all fields of knowledge;
- their 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 to as follows:

## ARTICLE I – Scope of this agreement

I-1 The purpose of this Agreement is to develop and strengthen the existing cooperation between researchers and research groups of both Parties as well as to promote the joint use of equipment and facilities in those areas of research of most interest to both Parties. The Parties agree to exchange scientific information and scientific data as well as the distribution of results, methods and techniques of joint work in their respective countries. This agreement is intended to be an outline document to reflect the understanding for scientific cooperation and is not legally binding. If necessary and appropriate, specific activities will be subject to case-by-case agreements.

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.

Nothing in this non-exclusive Agreement shall be regarded as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the Parties, nor shall either Party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other Party hereto, it being understood that the Parties are independent vis-à-vis one another.

The Parties have already entered into various project cooperation agreements between certain legally dependent Max Planck Institutes and CNR Institutes. Nothing in this Agreement is intended to limit or substitute the scope of those already existing agreements.

I-2 Each Party shall independently evaluate proposals for joint cooperation projects and shall inform each other of the results of all evaluations, so that they may jointly decide as to the projects to be approved.

I-3 Forms and implementation of scientific cooperation

The Parties undertake to support each other in organising and setting scientific cooperation in a bilateral or multilateral context by the following means:

- Measures to jointly educate and train students above graduate level, e.g. within international Max Planck Research Schools or through joint execution of summer schools;
- Joint scientific workshops or conferences in areas where both Parties complement each other;
- Scientific cooperation projects for the benefit of both Parties;
- Any other initiative within the competences of the Parties and in accordance with the objectives set out in this Agreement which the Parties may consider to be of mutual interest.

Scientists of both Parties will undertake the initiative and planning of the above activities. These will be subject to separate agreements.

## ARTICLE II – Administrative and Financial Terms

All types of collaborations in the present Agreement are subject to the provision of financial resources. The activities undertaken through this cooperation Agreement shall be based on reciprocity. All cooperation should be performed on a basis of mutuality and equality insofar as possible.

The operation of cooperation activities is subject to budgetary appropriations assigned to each participant and to the applicable laws and regulations of each Party.

## ARTICLE III – Final Provisions

This Agreement shall enter into force for a **term of four years** from the date of signature. The Parties may agree on a continuation/extension of the Agreement in due course and 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. Each amendment shall form an integral part of the Agreement and shall be annexed to it.

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

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.

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

**On the 15<sup>th</sup> of June 2013**

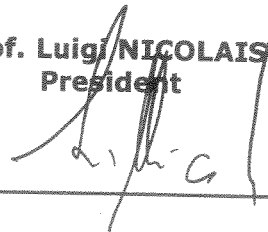
**For the Max-Planck-Gesellschaft**

**For the National Research Council**

**Prof. Peter GRUSS**  
President



**Prof. Luigi NICOLAIS**  
President



**Dr. Ludwig KRONTHALER**  
Secretary General

