

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CULINARY INSTITUTE OF AMERICA (CIA) AND
THE CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI
DELL'ECONOMIA AGRARIA
ON
COLLABORATIVE RESEARCH ON THE MEDITERRANEAN DIET**

This Memorandum of Understanding (MOU) is made between the **CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA** (hereinafter referred to as "CREA"), a National research and experimentation body with general scientific expertise in agriculture, agro-industry, fisheries and forestry, placed under the supervision of the Ministry of Agricultural Food and Forestry Policies of the Italian Republic, located in Via Po, 14 - 00198 ROMA, Italy, and **THE CULINARY INSTITUTE OF AMERICA** (hereinafter referred to as "CIA"), each a "Participant" individually or "Participants" collectively, wishing to establish a cooperative relationship through mutual assistance in the areas of research and education on agriculture, concur as follows:

**ARTICLE I
(Scope of Collaboration)**

1.1 General Scope. Each Participant may offer to the other opportunities for activities and programs, such as research, teaching, exchange of research staff and advanced graduate students, and research staff development, all of which will foster a collaborative research relationship in food and nutrition, food safety, health promoting diets in combination with healthy lifestyles, with particular emphasis on the nutritional, cultural and culinary aspects of the Mediterranean Diet.

1.2 Specific Activities. Specific research activities and programs implemented under authority of this MOU will be subject to availability of funds and the approval of each Participant's authorized representatives. The Participants contemplate possible implementation of programs or activities such as: (a) joint research, cultural, and educational activities; (b) exchange of faculty members and advanced graduate students for research lectures and discussions; (c) participation in seminars and academic research meetings; (d) exchange of academic materials, publications, and other information; and (e) special, short-term academic programs.

1.3 Separate Agreements. Prior to initiating any specific activity or programs, the Participants will negotiate and enter into separate agreement(s), signed by each Participant's authorized signatory, describing the terms of the arrangement, including applicable financial obligations, intellectual property rights, confidentiality, and export control provisions that are not included in this MOU.

1.3.1 Each Participant will designate a Liaison Officer to develop and coordinate specific activities or programs.

**ARTICLE II
(Exchange of Research Personnel)**

2.1 Participating Researchers. This MOU is intended, among other objectives, to foster increased interaction among faculty, staff, and advanced graduate students engaged in scientific and scholarly research in areas of mutual interest ("Participating Researchers"). In support of this effort, each Participant will promote the exchange of research personnel for short periods of time so that they may become familiar with the facilities, methodologies, research culture and particular areas of focus of the other Participant.

2.2 Funding. Specific funding allocations for the exchange of Participating Researchers will be subject to the approval of the Participants, and are not binding as a result of this MOU. However, as a general principle, except as may be stipulated in any specific subsequent agreement, each Participant will be responsible for costs and expenses incurred by its employees as a result of the activities under this MOU.

2.2.1 Each Participant will provide assistances and/or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers.

2.2.2 Individual Participating Researchers will be responsible for ensuring adequate medical and injury insurance coverage, and third party liability insurance coverage, including cases of injury or damages caused through negligence of the Participant, applicable in the country of the host Participant, for the duration of their visits.

2.3 Specific Collaborative Research Project Agreements. If, during the visits, the Participating Researchers identify specific collaborative research projects that they wish to pursue, the Participants will enter into a separate written agreement before commencing any research activity. Specific collaborative research project agreements will delineate the Participants' rights and obligations and will address, among other things, sources of funding and intellectual property rights. Each Participant will inform its Participating Researchers that they are responsible for reporting to their respective Liaison Officer regarding any proposed specific collaborative research projects that may arise from their initial visits and their interactions with one another under this MOU, prior to initiating projects or applying jointly for external funding for such projects. Each Participant also will inform its' Participating Researchers of their obligations to abide by all regulations, policies and procedures of their employing Participants regarding the disclosing and handling of intellectual property and developed technologies that may arise under this MOU or under any specific collaborative research project agreement.

2.3.1 Each Participant's Liaison Officer will coordinate with its Office of Research, or equivalent, regarding any specific collaborative research projects identified and proposed under this MOU.

ARTICLE III

(Duration, Renewal and Amendment)

3.1 Duration. This MOU will remain in force for four (4) years from the date of the last signature. Either Participant may terminate this MOU by providing 90 days' advance written notice to the other Participant.

3.2 Extension and Renewal. The Participants may extend or renew this MOU by agreement, confirmed in a written amendment signed by each Participant's authorized signatory.

3.3 Amendment. No amendment of the terms of this MOU will be effective unless made in writing and signed by each Participant's authorized signatory.

ARTICLE IV

(General Matters)

4.1 Use of Names. Except in promoting the activities proposed in Article 1.2 above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. The Participants will seek permission from one another by submitting the proposed use, well in advance of any deadline, to the Liaison Officers designated in Article 4.6 below.

4.2 Confidentiality. In the course of the activities under this MOU it may be necessary for the Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MOU, and other documents transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement (“Confidential Information”) shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publically known at the time of the disclosure, (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

4.3 Potential for Intellectual Property Development. It is understood that activities contemplated under this MOU are expected to be cooperative in nature and that Participating Researchers (including students, faculty, and staff researchers) may collaborate in such research activities.

4.3.1 “Intellectual Property” or “IP” means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.

4.3.2 Participants hereby agree that ownership of intellectual property rights generated as a result of the activities under this agreement will follow inventorship rules in accordance with applicable patent laws. Each Participant to this MOU shall own the intellectual property (IP) conceived and first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this agreement. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be Jointly Owned in accordance with applicable patent laws. “Jointly Owned” means either Participant may exploit jointly developed IP.

4.3.3 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights (“IPR”) disclosed in connection with this MOU shall remain the property of the Participant introducing and/or disclosing the same to the other Participant for the purposes of this MOU.

4.4 Export Control. It is recognized and understood that this MOU is subject to all applicable export control laws and regulations controlling the transfer of technical information or items out of the respective countries of the Participants. The transfer of certain technical information or items may require a license from the respective governments of the Participants. Participants to this MOU must comply with all applicable export control laws and regulations and no Participant may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

4.5 Human and Animal Subjects in Research. Participants agree that adequate safeguards shall be taken whenever using human or animal subjects in research, consistent with applicable laws and policies regarding the use of human and animal subjects, including training of such trainees, faculty, or staff, an institutional review committee, research ethics board, or animal care and use committee composed of members with varying backgrounds who will perform complete and adequate review of projects involving the use of such subjects. Informed consent shall be obtained in accordance with national laws and regulations, international research standards, and accepted guidelines on good research practices

and ethics. Each Participant shall, to the extent necessary for the legal conduct of activities under this MOU, comply with the laws and regulations of the other Participant's country.

4.6 Notices. The Participants must give all notices under this MOU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Participants by written notice. Notices are effective upon receipt.

For CIA: Greg Drescher, Vice President
Strategic Initiatives & Industry Leadership
The Culinary Institute of America
1946 Campus Drive
Hyde Park, NY 12538 USA
Tel/Mobile: 916-416-6476
email: greg.drescher@culinary.edu

For CREA: Dr. Stefania Ruggeri (Researcher)
Research Centre for Food and Nutrition (CREA-AN)
Via Ardeatina, 546
00178 Rome, Italy
email: stefania.ruggeri@crea.gov.it

4.7 Indemnification.

4.7.1. CIA agrees to defend, indemnify and hold CREA, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CIA.

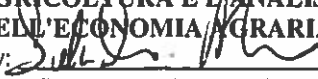
4.7.2 CREA agrees to defend, indemnify and hold CIA, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CREA.

4.8 Dispute Resolution. The Participant's agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves.

4.9 Non-Binding Nature. This MOU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this MOU will be construed as creating a binding legal relationship between the Participants, with the exception of only Article IV herein which will survive the expiry or termination of this MOU. This MOU is a broad statement of intent which sets forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MOU.


4.10 Authorized Signatories. Each Participant represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

Signed for and on behalf of:
**CONSIGLIO PER LA RICERCA IN
AGRICOLTURA E L'ANALISI
DELL'ECONOMIA AGRARIA**

By: 
Dott. Salvatore PARLATO
President

Date: November 6, 2017

Signed for and on behalf of:
THE CULINARY INSTITUTE OF AMERICA
By:


Mark Erickson, CMC
Provost

Date: October 23, 2017