

MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA AND AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (THE SPANISH NATIONAL RESEARCH COUNCIL)

THE PARTIES

Of the one part, the AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC), M.P., with institutional headquarters at c/ Serrano 117 – 28006 MADRID, and with NIF Q2818002D, a public research body represented for the signature of this document by D. Francisco Javier Moreno-Fuentes, Vice-President for International Affairs, acting in accordance with the authority delegated by the CSIC presidency in the decision of 21 January 2021 (Official Spanish Gazette [BOE] 28 January 2021).

And on the other part, Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria, having registered office in Via della Navicella 2/4 – 00184, Rome, ITALY (F.C.97231970589) represented by its President and legal Representative, Prof. Carlo Gaudio, hereinafter referred to as "CREA".

Both representatives declare themselves duly empowered to enter into this Memorandum of Understanding, to which effect they

DECLARE

(A) - CSIC is a State Agency for Scientific Research and Technological Development that aims to promote, coordinate, develop and disseminate multidisciplinary scientific and technological research in order to contribute to knowledge progress and economic, social and cultural development as well as to the personnel training and to advise the public and private entities on these fields according to the Statute of State Agency approved by Royal Decree 1730/2007 articles 1, 4 and 5, of December 21.

(B) - CSIC is constituted as a state agency and, in that condition, is governed by the provisions of articles 108 bis to 108 sexies of Law 40/2015, of October 1, 2015, on the Legal Regime of the Public Sector, and by the provisions of its Statute, approved by Royal Decree 1730/2007, of December 21 and, in addition, by the regulations applicable to entities governed by Public Law linked or reported to the General State Administration that may apply. Moreover, CSIC as execution agent and Public Research Institution of the General State Administration shall be governed by Law 14/2011 of June 1st and its modification of September 5th 17/2022

(C) - CSIC through its Institut de Ciències del Mar (hereinafter referred to as ICM-CSIC), conducts research in the field of *marine sciences, which include the domains of marine biology, oceanography, geology and fishery and aquaculture resources.*



- (D) CREA is the main research organization of the Italian Republic in the fields of agriculture, agroindustry, food security, rural development, and economic research, that promotes and conducts fundamental, applied, and development research on a broad range of knowledge areas;
- (E) CREA provides advice to Ministries, Regions, and Autonomous Provinces, within the framework of current legislation and promotes the process of transferring the results obtained to businesses;
- (F) CREA is organized in Research Centres that operate, with specific missions, within lines defined in the Three-Year Business Plan;
- (G) CREA operates in conjunction with universities, with other public research bodies, and with experimental stations for industry, including through the conclusion of memoranda of understanding, agreements, and agreements with public and private, Italian and foreign.

That the Parties, having stated the above and having agreed to carry out joint activities, given their shared interest in the promotion of knowledge, enter into this Memorandum of Understanding pursuant to the following

CLAUSES

CLAUSE ONE – SUBJECT MATTER

The subject of this document is to establish general cooperation guidelines between the Parties to promote collaboration among their scientists and research groups within the scientific and technological fields in which both have a clear interest. The Parties do not intend this MOU to be legally binding.

CLAUSE TWO – FORMS OF COOPERATION

The Parties shall mutually support each other in the organization and establishment of scientific activities within a bilateral and reciprocal framework by means of the following approaches and actions:

- Carrying out scientific and technological research;
- Jointly organizing courses, conferences, congresses, symposiums and training programmes;
- Strengthening scientific and technological cooperation between the two entities through co-publishing (scientific papers, anthologies, monographs, and specialized books, among others);
- Collaborating and participating in the development and implementation of graduate and post-graduate programmes in disciplines of common interest;
- Hosting professors and researchers on academic or research stays for periods of up to one year or on sabbaticals;
- Pursuing the exchange and mobility of students and research staff in training for research stays and professional internships;
- Preparing basic and/or applied research proposals to be submitted to sponsors;



- Any other initiative falling under their powers and in accordance with the purpose of this protocol that the Parties may consider of mutual interest.

Both institutions shall work to obtain reciprocity in the activities covered by this general protocol.

CLAUSE THREE – SPECIFIC LEGAL INSTRUMENTS AND PROCEDURES

The activities envisaged in this Memorandum will be implemented by the Parties under their exclusive competence and in accordance with their respective national laws and international obligations and - as far as the Italian Party is concerned - the obligations deriving from its being a member of the European Union (EU). The failure of the Parties to reach an agreement on the matters under negotiation shall neither expose either Party to any liability to the other Party nor give to any Party the right to claim damages whatsoever

The Parties agree that the undertaking of any activity deriving from this Memorandum of Understanding shall be previously agreed upon by them in each specific case, and shall be preceded by the drafting and signature of the appropriate legal agreement or instrument, or through a mandatory administrative proceeding.

By mutual agreement, the Parties may define the specific rules on intellectual property rights (including industrial property and copyright) they wish to introduce in each research project, activity or service, or academic program or activity described in Annexe I.

When carrying out the work programs, both Parties shall respect the prevailing regulations applicable to each of them.

CLAUSE FOUR – HUMAN RESOURCES AND DATA PROTECTION

Unless the contrary is indicated in specific instruments which may be formalized as appropriate, the Parties state their acceptance of the points set forth in the following paragraphs:

4.1 The staff (including trainee research staff and/or students, researchers, teachers, technicians, representatives or similar individuals, hereinafter, collectively called "staff") of each Party, who are designated to jointly carry out any action in order to implement this general protocol or any specific instruments which may be formalized under its aegis or in order to develop it, shall absolutely continue under the management and organizational dependence of the Party with which they have an established relationship as an employee or civil servant or any other statutory or professional relationship. Therefore, in this sense, there shall be no relationship of any kind with the other Party, and in no case may the other Party be considered a substitute employer, and therefore each Party shall assume the responsibilities corresponding thereto under this relationship (although this will not hinder the principal investigator from carrying out the managerial duties necessary for the proper execution of joint research projects or projects involving both Parties).



4.2 The Parties shall not be responsible for any contingency or accident not caused by acts attributable to their own staff, and which could arise during the joint undertaking of any action to implement this general protocol or the instruments that may derive therefrom, and therefore decline any liability for damage or loss that may be suffered personally by the staff of the other Party, or which said staff may cause to third parties or to things.

4.3 Likewise, in cases of human resource exchange, the staff of each Party who are assigned to jointly carry out the activities envisioned in the different approaches and actions to which this protocol refers, and/or any such specific legal instruments as may be formalized to that effect, shall be subject to the regulations in force at any time that may be applicable in the host institution; particularly, with regard to data protection standards, discipline, conduct, working hours, and occupational health and safety. Furthermore, upon their arrival at the host institution, the seconded staff or those who are to temporarily carry out work there shall sign the corresponding confidentiality agreement and declaration recognizing that they have no legal ties of dependence upon said host entity.

4.4 The Parties assure each other that their staff and/or students are in compliance with the regulations in force of the country where the host institution is located. In particular, the Parties assure each other that their staff and/or students are in compliance with the immigration requirements of the host institution and that they have, before their stay, formalized the following insurance contracts:

- Civil liability insurance covering personal actions that could cause loss or damage to the staff of the host institution or to third parties during their stay at the host institution.
- Medical and accident insurance. Accidents or illnesses (whether workplace illnesses or others) that the seconded staff of either Party may suffer during their stay at the host institution, particularly including (without limitations) *in itinere* accidents (between their home and the host institution), must be previously covered by an insurance policy formalized in their country of origin or of residence. This policy must cover, in particular, the following: accidents in the workplace, professional risks, illness (whether workplace illnesses or others), death and repatriation.

The cost of any insurance required herein, including civil liability insurance for seconded staff, as well as, in particular, but not limited to, medical, surgical or repatriation expenses not covered by said insurance policies, shall be the personal responsibility of the institution of origin and/or of the seconded staff themselves.

4.5 The processing of the personal data of seconded staff, and, in general, everything concerning personal data protection, shall be carried out pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

CLAUSE FIVE – FUNDING

This Memorandum of Understanding does not, in and of itself, involve any financial obligation for the Parties; therefore, each Party shall be responsible for any expenses which may be



incurred as a result of formalizing and complying with this document. To that end, any expenses, including medical, surgical, repatriation, salary, travel, living allowance, insurance, and other similar expenses shall be determined according to the criteria of each Party, being the individual responsibility of each of the signatory institutions.

The activities planned by this Memorandum are subject to the availability of funds and personnel and to the laws and norms in the respective Countries or international obligations deriving from its being a member of the European Union (EU).

Jointly or separately, the Parties shall seek to obtain the necessary resources to carry out the programs relative to the specific instruments, in the event that these resources cannot be totally or partially provided by the Parties, or shall manage the aforesaid with other institutions, government agencies and national or international bodies.

CLAUSE SIX – INTELLECTUAL AND INDUSTRIAL PROPERTY

Both Parties shall respect the intellectual and industrial property rights of third parties and, individually, those of the other Party.

Intellectual property rights and other proprietary rights created or introduced during the cooperative activities under this Agreement shall be treated in accordance with the provisions of Annex I of this Memorandum, which constitutes an integral part of this Agreement.

Regardless, each Party shall continue to hold title to prior knowledge provided within the framework and in the development of this protocol, setting forth this point in the specific instruments which may be formalized to that effect. "Prior knowledge" means, in particular: data, knowledge, methods, tools, software and/or industrial and intellectual property rights provided by each of the Parties, prior to the signature of this document and/or the respective specific instruments which may be formalized under its aegis.

The prior knowledge of each Party shall be considered confidential information and shall therefore be included in the specifications regarding industrial and intellectual property included in this Memorandum of Understanding and those which may be set forth in the legal instruments signed in the development hereof.

CLAUSE SEVEN – OVERSIGHT AND COORDINATION

For the purpose of ensuring the effective implementation of this Memorandum, the Parties establish a Joint Committee on Scientific and Technological Cooperation (hereinafter referred to as "the Joint Committee").

The Joint Committee consists of official representatives of each Party and shall be co-chaired by the representatives of both Parties.

The functions of the Joint Committee shall be:

Exchanging views and information on scientific and technological policy issues.

Reviewing and discussing the cooperative activities and accomplishments under this Memorandum.



Making recommendations to the Parties with regard to the implementation of this Memorandum, which may include the identification and proposal of the cooperative activities hereunder and the encouragement of their implementation.

Likewise, the Parties, through the Joint Committee, will promote the subscription of specific instruments of Cooperation per area of specialization.

Providing an annual report to the Parties on the status, achievements, and effectiveness of the cooperative activities under this Memorandum. The report shall be written in the English language.

Decisions of the Joint Committee shall be reached by mutual consent.

The expenses of participants to the meetings of the Joint Committee, such as travel costs and accommodation shall be borne by the Parties to whom they relate. Any other costs associated with these meetings shall be borne by the host Party.

The Joint Committee shall meet alternately in Italy and Spain with the time of the meetings arranged upon mutual agreement, preferably annually, or by video conferencing.

Moreover, any differences that arise between the Parties regarding any aspect of the general protocol or its development shall be resolved by the aforesaid Committee, whose internal organization, in the absence of its own rules, shall be governed by Articles 15 to 22 of Act 40/2015 of 1 October, on the Legal System of the Public Sector (“*Ley 40/2015 de Régimen Jurídico del Sector Público*”).

To this effect, for the oversight and coordination of actions arising from this Memorandum of Understanding, the Parties designate the following units and/or vice-presidencies:

- At CSIC: the individual designated by the Vice-Presidency of International Relations.
Email: vri@csic.es
Telephone number: +34 915680077
Address: calle Serrano, 117, 28006 Madrid
- At CREA
E-mail: crea@pec.crea.gov.it
Telephone number: +39 06 478361
Address: Via della Navicella 2/4, 00184 Roma

The Parties may delegate attendance to the Committee meetings, and may at any time change the persons and/or units here specified by notifying, in the latter case, the other Party.

CLAUSE EIGHT – CONFIDENTIALITY

All information exchanged between the Parties pursuant to the terms of this protocol or of the specific instruments which may be formalized shall be considered confidential and may not be divulged to third parties without the prior written consent of the other Party.

Confidentiality shall not be applicable when:



- The receiving Party is able to show that it was previously aware of the information received.
- The information received is in, or enters into, the public domain.
- The receiving Party obtains prior written authorization to reveal the information, or it is required by a judicial order or by order of an administrative or government authority.
- It is received lawfully from a third party.
- It has been generated independently and in good faith by the members of their institution having no connection with the confidential information.

Both Parties shall take any measures necessary to ensure that all of the staff participating in or related to this general protocol, as well as with the specific instruments which may be formalized in its development, are aware of and observe the confidentiality regulated in this clause.

These terms regarding confidentiality shall continue to apply for five (5) years following the termination of this Memorandum of Understanding.

CLAUSE NINE – ADDENDUM

Any amendment of this protocol must be set forth in an addendum signed by the intervening Parties.

CLAUSE TEN – DURATION AND TERMINATION

This Memorandum of Understanding shall enter into force on the date of its signature. Its duration shall be five (5) years; it may, however, at any moment be terminated for good cause by either of the Parties, by notifying the other three (3) months in advance (from receipt of the written termination) of the date on which the terminating Party is to consider it to have ended.

Notwithstanding the previous paragraph, the activities which may have been agreed by the Parties consequent to the formalization and signature of the corresponding specific instruments which are being carried out at the moment of notification of termination shall continue to be carried out in accordance with the signed provisions.

The MOU may be terminated earlier when one of the parties notifies the other in writing of its intention to terminate the MOU, in which case the MOU will terminate six months from the date of such notification.

CLAUSE ELEVEN - FORCE MAJEURE

The Parties shall not be liable for any damage or loss caused by force majeure or fortuitous events which could impede the continuation of this general protocol and/or its specific instruments. Once the force majeure or fortuitous event has ended, the activities may be resumed in the manner and terms decided by the Parties.



CLAUSE TWELVE - NOTIFICATIONS

Any notification or communication of an official nature that must be made between the Parties due to this general protocol shall be in writing and sent by registered mail, with acknowledgement of receipt or in any other manner that involves acknowledgement of receipt, to the addresses declared by the Parties. The date of notification shall be the date of receipt thereof, as substantiated by the acknowledgement of receipt.

The Parties may change their addresses for notifications, notifying the other Party in writing to the already declared address.

CLAUSE THIRTEEN - NATURE, CHARACTER AND SCOPE OF THIS DOCUMENT

This document is administrative in nature, and its character is that of the Memorandum of Understandings set forth in Act 40/2015 of 1 October, on the Legal System of the Public Sector (Article 47.1, paragraph 2). Therefore, it is not considered an agreement for the purposes set forth in Act 40/2015, and represents a declaration of intent without binding legal force between the Parties; however, they subscribe it in good faith, and with the firm intention to comply with its clauses.

Having read this instrument, the Parties declare that they are aware of its contents and of the scope of each of its clauses, and indicate that in its formalization there is no malice, bad faith, or any other motive which could vitiate their consent, and hereby sign it in duplicate at the place and on the date indicated:

For CREA

For AGENCIA ESTATAL CONSEJO
SUPERIOR DE INVESTIGACIONES
CIENTÍFICAS (CSIC), M. P.:

Prof. Carlo Gaudio
President

D. Francisco Javier Moreno-Fuentes
Vice-President for International Affairs



Annexe I

Memorandum of Understanding CREA/CSIC

Principles concerning the allocation of intellectual property rights

1. Definition

For the purpose of this Agreement, “intellectual property” shall have the meaning given in Article 2 of the Convention establishing the World Intellectual Property Organization, signed in Stockholm on 14 July 1967.

2. Intellectual property rights of the parties in direct cooperative activities

A. Except if otherwise specifically agreed by the Parties, the following rules shall apply to intellectual property rights, except copyrights and related rights, generated by the Parties in the course of cooperative activities carried out under this Agreement:

- a. The Party generating intellectual property shall have full ownership. In case the intellectual property has been jointly generated and the respective share of the work by the two Parties cannot be ascertained, the Parties shall have joint ownership of the intellectual property.
- b. The Party owning the intellectual property shall grant the other Party the access rights to carry out only these ongoing direct cooperative activities. Such access rights shall be granted on a royalty-free basis.

B. Except if otherwise specifically agreed by the Parties, the following rules shall apply to copyrights and related rights of the Parties:

- a. When a Party publishes scientific and technical data, information or results by means of journals, articles, reports, books or in other forms, including videotapes and software, arising from and relating to cooperative activities under this Agreement, the Party shall make utmost efforts to obtain, for the other Party, non-exclusive, irrevocable, royalty-free license in all countries where copyright protection is available, in order to translate, reproduce, adapt, transmit and publicly distribute such works;
- b. All publicly distributed copies of a copyrighted work under the provisions of paragraph B.a. shall indicate the name(s) of the author(s) of the work unless the



author(s) explicitly declines to be named. They shall also display a clearly visible acknowledgement of the cooperative support of the Parties.

C. Except if otherwise specifically agreed by the Parties, the following rules shall apply to the undisclosed information of the Parties:

- a. When communicating to the other Party on the information necessary to carry out direct cooperative activities, each Party shall identify the information which it wishes to remain undisclosed.
- b. The Party receiving the information may, under its own responsibility, communicate undisclosed information to its agencies or persons employed through these agencies for the specific purposes of implementing this Agreement.
- c. With the prior written consent of the Party providing the undisclosed information, the other Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph C.b. The Parties shall cooperate with each other in developing procedures to request and obtain prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its laws and regulations.
- d. Information arising from seminars, meetings, assignments of staff and of the use of facilities arranged under this Agreement shall remain confidential when the recipient of such information is requested by its provider to protect its confidential or privileged character at the time such communication is made, according to paragraph C.a.;
- e. If one Party becomes aware that it will be, or may be reasonably expected to become, unable to meet the restrictions and conditions of dissemination of Article 2.C., it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

