

MEMORANDUM OF UNDERSTANDING AND COOPERATION

for

UNIGreen Italian CLUSTER

BETWEEN

A) **Università di Modena e Reggio Emilia**

AND the institution below:

B) **Partner**

Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Crea) Council for Agricultural Research and Economics

A) **Università di Modena e Reggio Emilia**, as a member of the UNIGreen Alliance, under the scope of the Work-Package 6 (WP6) and representing Italy in the project, will coordinate the process of **preparation of the UNIGreen Italian Cluster**, which consists of UNIGreen Joint Research Centre (JRC) members (WP3) and business partners in the context of the green economy.

and B) research organisations

Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Crea) Council for Agricultural Research and Economics

called from here onwards Members,

Recognising that:

- UNIGREEN is a thematic Alliance (supported by the European Universities initiative of the Erasmus+ programme) of Higher Education institutions. This Alliance aspires to be "The Green European University", the leading European University in the fields of Sustainable Agriculture, Green Biotechnology and Environmental and Life Sciences, where students and the entire Academic Community develop the values, attitudes, knowledge, skills and competences to become agents for the transition towards a climate-neutral and resource-efficient economy, supported by an ecosystem that connects education, research, innovation and society to promote sustainable development.

- The cooperation of the Cluster members (higher education institutions, Scientific and Technological Institutions, business/industry entities, non-governmental organisations (NGOs)) aims at the establishment and operation of UNIGreen Italian Cluster that will allow users to provide solutions to address pressing social challenges related to green education, research, knowledge transfer, business models development and other related issues.

- The Cluster will work in a co-creation environment, which will produce workers, researchers and business leaders, who will be equipped to test and implement innovative solutions to enhance local and regional development in the field of Sustainable Agriculture, Green Biotechnology and Environmental and Life Sciences. Also, it will contribute for a smooth transition of students to the labour market by bringing them closer to green tech companies.

- Knowledge transfer and exchange between green education stakeholders are considered as a critical national resource for addressing real-life challenges affecting local communities or companies

Article 1: OBJECTIVES

declaring that they want and intend to cooperate in good faith aiming:

1. To unite interested Italian scientific, education and business human resources working on Knowledge Triangle Integration within the country.
2. To create management structures and adequate interface for collaborative activities.
3. To build capacity at the national level through a network of activities, including human potential mobilisation, support and promotion of the UNIGreen Education and Research Infrastructures use and enhancing of the organisational development.
4. To disseminate information, scientific knowledge and experience gained to the public and to liaise the UNIGreen Italian Cluster ideas and practices with the activities of target groups and of the society in total.
5. To facilitate the creation of multidisciplinary and international teams of students, professors, researchers and business partners in the context of the green economy to jointly design and implement solutions to real-life challenges affecting local communities or companies
6. To provide support to early-stage and established entrepreneurs in the fields of Sustainable Agriculture, Green Biotechnology and Environmental and Life Sciences through training, mentoring and financing, thus complementing the SURES Programme of the UNIGreen.

Article 2 : MEANS OF IMPLEMENTATION

The UNIGreen Italian Cluster acts according to the principles of transparency, decision making following the most possible maximum consensus, balanced representation of different expertise, scientific neutrality and harmonisation of scientific communities and technologies.

The UNIGreen Italian Cluster follows a non-profit approach and at the same time serves the interests of the scientific and wider community relating in any way to the subject, both within the country and in all countries participating in the UNIGreen.

The means to achieve the objectives described in article 1 include, without being limited to:

1. The creation of a working group for establishing UNIGreen Italian Cluster and liaison with the WP2 and WP3.
2. The development of a work plan with activities.

- i) Organisation of visits to companies as part of classes or courses offered by UNIGreen, as well as participation of entrepreneurs and industrial partners as special guests in classes and lectures as part of UNIGreen study programmes, in order to bring students closer to the labour market.
- ii) Transfer innovations and provide assistance in adapting and adopting solutions to the industrial players.
- iii) Implementation of collaborative projects among members of thematic clusters (in particular companies and Alliance HEIs/Joint Research Centre) in the form of business projects or industrial innovation projects, which can be funded by EU programmes such as Horizon Europe.
- iv) Provision of support to early-stage and established entrepreneurs in the field of Sustainable Agriculture, Green Biotechnology and Environmental and Life Sciences through training, mentoring and financing, thus complementing the SURES Programme.
- v) Creation of a Business Angels network sponsored by UNIGreen.
- vi) Organisation of sessions specifically focused on the sharing of experiences between Education, Research, Business and Industry stakeholders, as well as allowing them to be involved in co-directing final degree projects.
- vii) Creation of an incentive programme to enhance the collaboration between researchers and industrial stakeholders in what concerns product development, optimisation of existing products through research projects, and development of joint patents.
- viii) Development of strategic partnerships with local fab-labs in Alliance countries and promotion of these partnerships among the Academic Community.
- ix) Formulate collaborative relationships with the open innovation cells of major food and biotech private companies and international groups in order to support the transfer of innovation.

Article 3: RIGHTS

To ensure proper and timely execution of operations and fulfillment of the purpose of this Memorandum, each member shall have the right to request and obtain from the other party all necessary information to carry out its mission, technical or other support. The UNIGreen Italian Cluster has the right to accept new members at any time and at its discretion.

Article 4: CONFIDENTIALITY

For the purposes of this Memorandum, 'Confidential Information' shall mean any information which, at the time of disclosure or delivery, is identified as being of a confidential or proprietary nature. The parties undertake to treat as confidential any and all Confidential information and agree to use the same solely for the purpose of the collaboration as defined in this Memorandum, and not to disclose the same to any third party, nor to make it public or accessible by any other means, unless expressly permitted by a written consent issued by the party providing the Confidential Information.

Article 5 - DURATION

This Memorandum takes effect from the date of the parties' signature and is valid for three (3) years. This agreement may be renewed by written agreement between the parties.

Article 6: PRIVACY

The parties undertake to the other to process personal data that they may gain knowledge of during the performance of this office in accordance with the principles of fairness, lawfulness and transparency pursuant to EU Regulations no. 679/2016 (hereafter referred to as the "Regulations").

In particular, they ensure compliance with the safeguards afforded to the stakeholders, by adopting suitable technical and organisational measures.

In addition, the Parties undertake to provide reciprocal assistance with regard to:

- any request made by the stakeholders pursuant to Arts. 15-22 of the Regulations;
- any procedures for assessing the impact of the processing and applied pursuant to Art. 35 of the Regulations;
- any request for cooperation made by the supervisory authority pursuant to Art. 31 of the Regulations.

In the event that the data processing carried out during the performance of this office provides for the transferring of data to third countries, the transferring party will be responsible for informing the other party, as well as ensuring that data is transferred in accordance with the terms set forth by Arts. 44-49 of the Regulations.

Article 7 - EXPENSES

All direct and indirect taxes (Imposte di Bollo) arising from this Memorandum shall be born by UNIMORE. It is subject to stamp duty from the outset, paid virtually by UNIMORE pursuant to Articles 15 and 15-bis of the Presidential Decree No. 642 of 26 October 1972 and is subject to registration in case of use pursuant to Article 5 of Presidential Decree No. 131 of 26 April 1986, as amended.

Article 8 – JURISDICTION AND APPLICABLE LAW

The parties undertake to resolve amicably any disputes arising from this Memorandum. Any dispute that should arise between the parties relating to the interpretation, execution and resolution of this agreement shall be governed exclusively by the Court of Modena. This agreement is subject to Italian law.

Article 9: FINAL PROVISION

This Memorandum shall be amended only by written agreement of the members and shall enter into force upon signature by the representatives of all members.

In witness of the agreement of the members, it was drafted and signed in two (2) identical and equally original copies.

SIGNATURES:

Coordinator

Università di Modena e Reggio Emilia
Rector
Prof. Carlo Adolfo Porro

Partners

2. Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (Crea) Council for
Agricultural Research and Economics

The President
Prof. Andrea Rocchi