



MEMORANDUM OF UNDERSTANDING

The Joint Research Centre of the European Commission,
represented for the purpose of signing this memorandum by Vladimir Šucha, Director General of
the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

and

The Region of Friuli Venezia Giulia,
with the registered address at Piazza dell'Unità d'Italia, 1 – 34121 Trieste, Italy,
represented for the purpose of signing this memorandum by Debora Serracchiani President of the
Region, duly entitled to sign,

(hereinafter referred to as '**the FVG Region**').

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.

PREAMBLE

WHEREAS:

As the science and knowledge service of the European Commission, the Joint Research Centre's mission is to support EU policies with independent evidence throughout the whole policy cycle.

The FVG Region is Region of Italy with a special autonomous regional Statute. In this context the FVG Region is required to play an active and propulsive role in the promotion and development of research activities and international collaboration.


The FVG Region is characterized by the remarkable presence on its territory of research infrastructures and institutions among these International Centers of UNESCO and UNIDO family, National Research Institutions, International laboratories of excellence and Universities. Part of these research infrastructures and research institutions fall within the sphere of competence of the Italian Ministry of Foreign Affairs and International Cooperation (MAECI) and the Italian Ministry of Education, University and Research (MIUR).

The FVG Region in August 2016 signed a five year programme agreement with the Italian Ministry of Foreign Affairs and International Cooperation (MAECI) and with the Italian Ministry of Education, University and Research (MIUR) for the promotion of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia through, inter alia, the improvement of the national and international visibility of the regional scientific system.

The Parties wish to establish a mutually beneficial cooperation in the field of common interest in particular in the area of the evidence-informed policy/decision-making at regional level and in the development of Regional Innovation Ecosystems, in order to benefit from their complementary activities and assets and to share among each other the knowledge arising therefrom.

The Parties wish to undertake joint activities of mutual interest in accordance with their specific needs and objectives, and shall, by separate and formal agreements (if necessary), determine the domains and subjects of such joint activities, on the basis of the understanding set out in this Memorandum of Understanding (hereinafter referred to as "**the MoU**").

The present MoU will constitute the framework document of collaboration with the FVG Region followed by separate bilateral agreements between the JRC and the relevant research institutions and infrastructures part of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia, if necessary, for activities under specific thematic pillars.



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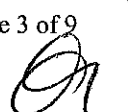
THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 – SUBJECT AND SCOPE OF THE MoU

- 1.1 The subject of the MoU is to establish the basis for future collaboration between the Parties in the field of mutual interest in particular in the area of the evidence-informed policy/decision-making at regional level and in the development of Regional Innovation Ecosystems by setting out the overall framework for such collaboration in terms of general context, technical domains and procedures for entering into formal agreements, detailing the specifics of the collaboration.
- 1.2 The envisaged collaboration between the Parties will be aimed at coordinating research activities in the fields of common interest (scientific subjects), specified in the Technical Annex 1, in order to ensure information sharing and efficient use of resources.
- 1.3 Each Party intends as a general rule to implement the MoU through the exchange of publicly available, non-proprietary information. Should the exchange of other information be necessary, such exchange will be subject to Article 3.
- 1.4 The Parties do not intend, or expect, to create intellectual property under the MoU. If it appears that intellectual property is likely to be created, the Parties either enter into a collaboration agreement in accordance with Article 1.5 or avoid the creation of intellectual property.
- 1.5 In case the Parties decide to undertake joint activities in any of the scientific subjects identified in the Technical Annex 1, they shall, prior to undertaking such activities, enter into a separate and formal collaboration agreement, covering the technical, legal (including liabilities of each Party and intellectual property rights) and financial aspects of the envisaged collaboration.
- 1.6 Except for the obligations laid down in Article 3, the MoU does not establish legally binding obligations on the part of any of the Parties, including without limitation any financial obligation.

ARTICLE 2 – MODALITIES OF CO-OPERATION

- 2.1 The implementation of the MoU shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party. The MoU does not represent any commitment with regard to funding on the part of either Party.
- 2.2 Each Party shall bear its own costs in connection with the implementation of the MoU. There shall be no transfer of money between the Parties in connection with the MoU.

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- 2.3 The exact modalities of cooperation between the Parties on any of the scientific subjects specified in the Technical Annex 1 will be set out in the collaboration agreements related to the particular subject.

ARTICLE 3 – CONFIDENTIALITY

- 3.1 The Parties undertake to keep confidential any information communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on the MoU) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation does not apply to information communicated orally unless the Party communicating such information notifies the other Party in writing without delay that such information shall be kept confidential.
- 3.2 Confidentiality of information exchanged in connection with the MoU shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.
- 3.3 During the term of the MoU and for a period of five years following its termination, neither Party shall make publicly available or communicate to any third party any information related to or resulting from the implementation of the MoU, without first obtaining a written consent of the other Party on the manner and timing of such publication or communication. Such consent may not be unreasonably withheld.
- 3.4 In case of any dispute or difference between the Parties arising out of or in connection with the application of this Article, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties notifies so the other in writing. In that case, each Party may initiate proceedings before the General Court of the European Union in Luxembourg. The applicable law will be the law of the European Union and the law of the European Atomic Energy Community, complemented, where necessary, by the substantive law of Belgium.
- 3.5 All obligations under the present Article apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of the MoU in cases where the other Party acts according to its obligations resulting from the applicable law.

ARTICLE 4 – ADMINISTRATIVE PROVISIONS

- 4.1 All correspondence concerning the performance of the MoU shall be sent to the following addresses:



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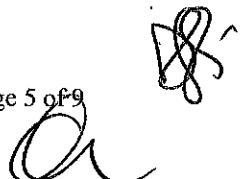
<p><u>For administrative questions</u></p> <p>European Commission Joint Research Centre A3 Inter-institutional, International Relations and Outreach To the attention of Emanuela Bellan, Head of Unit Emanuela.Bellan@ec.europa.eu</p>	<p><u>For administrative questions</u></p> <p>Friuli Venezia Giulia Region Department of Education, Training and Research To the attention of Ketty Segatti, Director of the Department ketty.segatti@regione.fvg.it</p>
<p><u>For technical questions</u></p> <p>European Commission Joint Research Centre A3 Inter-institutional, International Relations and Outreach To the attention of Emanuela Bellan, Head of Unit Emanuela.Bellan@ec.europa.eu</p>	<p><u>For technical questions</u></p> <p>Friuli Venezia Giulia Region Department of Education, Training and Research To the attention of Ketty Segatti, Director of the Department ketty.segatti@regione.fvg.it</p>

ARTICLE 5 – DATA PROTECTION

- 5.1 Any personal data included in or relating to this MoU, including its execution shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and monitoring of this MoU by the Director-General of the JRC without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The data subject shall have the right of access to her/his personal data and the right to rectify any such data. Should the data subject have any queries concerning the processing of her/his personal data, the data subject shall address them to the Director-General of the JRC. The data subject shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE 6 – ENTRY INTO FORCE AND DURATION

- 6.1 The MoU will enter into force on the date of its signature by the last Party and is concluded for a period of **five (5)** years from said date. The MoU may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 6.2 Either Party may terminate the MoU at any time upon three months prior written notice to the other Party.



ARTICLE 7 – ANNEXES

7.1 The following annex shall form an integral part of the MoU:

Technical Annex 1

Signed in two originals in the English language.

For the Region of Friuli Venezia Giulia

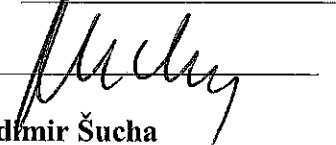
Done in Trieste on _____

Signature: 

Debora Serracchiani
President
Region of Friuli Venezia Giulia

For the **Joint Research Centre of the European Commission**

Done in Brussels on _____ 12. 07. 2017

Signature: 

Vladimír Šucha
Director General
Joint Research Centre



TECHNICAL ANNEX 1

Steering Committee

With the signature of this MoU between JRC and FVG Region, a Steering Committee is established. The Steering Committee will identify specific fields of common interest and oversee the cooperation under this MoU. The Steering Committee will meet at least once a year to evaluate past activities, develop detailed plans for future common activities, and discuss any matter concerning the implementation of this MoU. To this end, each Side will designate one person to serve as its coordinator. The coordinators may nominate other suitable persons to represent them or to attend meetings. The meetings are prepared by the coordinators.

Coordinators of the Steering Committee

The coordinator for the JRC will be Emanuela Bellan, Head of Inter-institutional, International Relations and Outreach Unit.

The coordinator for the Region of Friuli Venezia Giulia will be Ketty Segatti, Director of the Education, Training and Research Department.

Visibility and promotion activities

The signatories can use appropriate means (i.e. JRC Science Hub and Region Friuli Venezia Giulia website) to highlight the JRC-FVG Region collaboration. The Parties intend to mutually issue invitation to each other to relevant events organised by one of them, allowing for more synergies.

Thematic areas of collaboration

The Parties intend to cooperate in the areas mentioned below. Cooperation is not limited to these areas and expansion of possible topics will be mutually agreed by the Parties. The Parties intend to maintain a cross-cutting approach of engagement with the FVG Region's Scientific and Innovation System (SiS FVG) in the case where these collaboration topics will be included in future bilateral agreements between JRC and the relevant research institutions and infrastructures part of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia.

The thematic areas of collaboration identified as of mutual interest take into consideration the areas of expertise of JRC Scientific Directorates and the research institutions and infrastructures of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia.

The collaboration will focus on the evidence-informed policy/decision-making at regional level and in the development of Regional Innovation Ecosystems, and will encompass all the scientific domains related to the scientific support to the decision making including Life Science Physical Sciences and Engineering and Social Sciences

Collaboration activities

The collaboration activities under this MoU aim at creating the conditions for and facilitating the development of an effective scientific cooperation between the JRC Scientific Directorates and the research institutions and infrastructures of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia.

These activities may include:

- Mobility of researchers to JRC Scientific Directorates
- Promotion and exchange of information on a regular basis
- Mutual participation to events in case of joint interest
- Use of current information tools (e.g. newsletters, web-pages, events, etc.) for disseminating the relevant information
- Establishing of links between JRC and the relevant research institutions and infrastructures of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia
- Organisation of joint conferences, information events and training workshops

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- Organisation of bilateral visits of FVG Region delegations to JRC Scientific Directorates and of JRC experts to the research institutions and infrastructures of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia
- Co-organisation of policy workshops and relevant events, with the participation of the research institutions and infrastructures of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia, international, national and regional policy makers and other important stakeholders
- Support and promote the cooperation among the JRC Scientific Directorates and the Research Institutions of the Scientific and Innovation System (SiS FVG) of Friuli Venezia Giulia.

