

MEMORANDUM OF UNDERSTANDING
between
the Ministry of University and Research of the Italian Republic
and
the Ministry of Higher Education and Scientific Research
of the Republic of Tunisia
for
cooperation in the fields of higher education and scientific research

The Ministry of University and Research of the Italian Republic and the Ministry of Higher Education and Scientific Research of the Republic of Tunisia (hereinafter individually referred to as a “Participant” and jointly as “the “Participants””);

Convinced that international cooperation in the fields of higher education and scientific research strengthens the friendly relations between the two Countries and fosters economic development for their mutual benefit;

Desiring to strengthen the development of the existing cooperation relations between the two Countries and enhance the level of cooperation in the field of higher education and scientific research;

Taking into account the long-standing and positive collaboration developed over the course of the last decades between the two Countries;

Recognizing the fundamental role of higher education and scientific research in the dialogue between Italy and Tunisia;

Taking into account the Agreement on cultural, scientific and technological cooperation between the Italian Republic and the Republic of Tunisia, done at Rome on 29 May 1997 and the Joint Declaration of Intent between the Ministry of Education, University and Research of the Italian Republic and the Ministry of Higher Education and Scientific Research of the Republic of Tunisia, signed in Italy on 23 June 2012;

Considering the shared interests and values between the two Countries in the field of higher education and scientific research and the willingness to encourage cooperation between their respective academic, research and innovation communities;

Have reached the following Memorandum of Understanding, hereinafter the “MoU”:

Article 1

Purpose of cooperation

This MoU aims at further strengthening cooperation in the fields of higher education and scientific research between the Participants through joint actions and programmes aimed at supporting mobility of students, teachers, researchers, the realization of joint research projects, as well as the joint use of scientific and technological infrastructures.

Article 2

Forms of Cooperation

The cooperation between the Participants under this MoU may include the following activities:

- a- Encouraging cooperation between higher education and research institutions and exchanging information and views on scientific and technological policy issues;
- b- Promoting participation in regional and international conferences, symposiums, workshops, and events related to higher education and scientific research;
- c- Encouraging the two-way mobility of students, faculty members and researchers;
- d- Supporting and promoting academic research and teaching of both Countries' languages, literatures, cultures and histories;
- e- Exchanging academic and administrative staff, faculty members, scientists, researchers, and science and technology experts, while cooperating in human resource development;
- f- Promoting direct collaboration amongst higher education and research institutions of the two Countries;
- g- Networking researchers and science and technology experts and facilitating the two-way sharing and access to research infrastructures;
- h- Implementing and conducting joint projects amongst higher education and research institutions and enterprises in the fields of research, innovation and technology transfer;
- i- Promoting joint collaboration in relevant multilateral programmes (e.g. PRIMA, Horizon Europe, Erasmus+ etc.);
- j- Other forms of cooperation jointly identified by the Participants.

Article 3

Principles of Cooperation

1. The cooperation activities will be carried out in accordance with the principles of reciprocity, mutual benefit, excellence and equity.
2. The Participants will identify areas for cooperation by mutual consent, based on shared national priorities.

Article 4

Implementation arrangements

1. Details of the substance, scope and implementation of cooperation activities and/or programmes carried out under this MoU may be defined in more specific arrangements concluded between relevant institutions of the two Countries designated by the Participants.

Article 5

Joint Steering Committee

1. In order to implement, and follow up the cooperation activities under this MoU, a Joint Steering Committee on Higher Education and Scientific Research (hereinafter, the “Joint Steering Committee”) will be established. It will be composed of a maximum of three (3) members nominated by each Participant. Its composition may be modified by mutual consent of the Participants.
2. The functions of the Joint Steering Committee will be:
 - a) the establishment of a working plan for the implementation of this MoU;
 - b) the formulation of policies and guidance on the objectives of this MoU in the fields of higher education, science, innovation and technology;
 - c) the definition of the priority areas of cooperation to be endorsed by the Participants by mutual consent.
3. The Joint Steering Committee will operate through the holding of bi-annual physical or video-conference meetings on mutually convenient dates or by correspondence. The Joint Steering Committee will draw up conclusions including the evaluation of past and present cooperation activities as well as the planning of future objectives.
4. The mission costs related to the Joint Steering Committee will be covered by the available resources in the budget of each Participant. There will be no remuneration for participation in the Joint Steering Committee.

Article 6

Financial aspects and implementation

1. The activities set forth in this MoU will be implemented by the Participants according to their ordinary budget availability, without any additional cost for the State Budgets of the Italian Republic and the Republic of Tunisia.
2. Each Participant will bear its own costs and expenses for its participation in activities under this MoU. The capacity of each Participant to carry out activities and programmes under this MoU will be subject to the availability of its funds, personnel and other resources.
3. Unless otherwise jointly decided by the Participants, each Participant will fund the beneficiaries of its own Country.

4. Cooperation activities involving other interested entities will not entail any exchange of funds; any entity interested in cooperation activities will bear the costs related to its own participation, subject to the availability of appropriate funds.
5. Without prejudice to the provisions of paragraph 1 of this Article, the details concerning any future financial aspect will be jointly defined in subsequent arrangements between the Participants.

Article 7

Intellectual Property Rights and Personal Data Protection

1. The Participants will ensure that the entities and institutions involved in cooperation activities provide adequate protection of the intellectual property rights resulting from the implementation of projects and activities within the framework of this MoU;
2. The protection of intellectual property rights will be guaranteed in accordance with the Italian and Tunisian intellectual property legislations as well as applicable international law.
3. The acknowledgment of the contribution offered by each Participant in the joint projects will be expressly mentioned in the publications deriving from the activities under the present MoU, according to the terms decided by the mutual consent of the Participants;
4. In the application of this MoU, no information concerning a natural person or enabling his/her identification will be transmitted to any third party or processed in a manner that is incompatible with the purposes of this MoU without the prior written consent of the data controller who provided this information.

Article 8

Applicable Law

1. This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU is to be understood and performed as a legal obligation or commitment of the Participants.
2. This MoU will be implemented in accordance with the Italian and Tunisian legislations as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

Article 9

Duration and termination

1. This MoU takes effect on the date of signature and will remain valid for three (3) years. The Participants may decide to extend the duration of this MoU in writing by mutual consent.
2. Each Participant may terminate this MoU by notifying the other of its intention to terminate

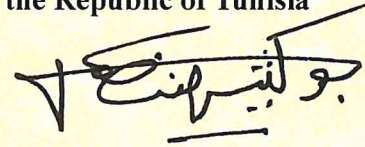
it at least six (6) months before the intended date of expiration.

3. The termination of this MoU will not affect the already ongoing cooperation activities.
4. The Participants may amend this MoU in writing by mutual consent.
5. Any difference in the interpretation and/or implementation of this MoU will be settled amicably through direct consultations and negotiations between the Participants.

Signed in Tunis on April the 17th, 2024 in two originals in the English language, both texts being equally authentic.

**For the Ministry of University and Research
of the Italian Republic**

**For the Ministry of Higher Education and
Scientific Research
of the Republic of Tunisia**



Anna Maria Bernini



Moncef Boukthir