#### Memorandum of Understanding

between the Ministry of Universities and Research of the Italian Republic and the Ministry of higher education, science and innovations of the Republic of Uzbekistan on cooperation in fields of science, technology and innovation

The Ministry of Universities and Research of the Italian Republic and the Ministry of higher education, science and innovations of the Republic of Uzbekistan (hereinafter individually referred to as a "Participant" and collectively as "the Participants");

**Recognizing** the significance of science and technology in the development of national economy and socio-economic standards of life;

**Taking into account** the positive cooperation between the Italian Republic and the Republic of Uzbekistan developed over the course of the last decades;

**Recognizing** the fundamental role of science, technology and innovation in the dialogue between Italy and Uzbekistan;

**Desiring** to further develop and strengthen cooperation in the field of science and technology on the basis of mutual respect and equality;

**Considering** the shared interests and values between the two Countries in the field of science, technology and innovation;

**Taking into account** the Agreement on cultural and scientific cooperation between the Government of the Italian Republic and the Government of the Republic of Uzbekistan, done at Tashkent on 3 May 1997;

**Recognizing** the need for a specific cooperation arrangement, on a technical level, to further strengthen the collaboration, the exchange of knowledge and joint applications in science, technology and innovation on shared scientific, technological and societal challenges;

Have entered into the following Memorandum of Understanding (hereinafter "MoU"):

## ARTICLE 1 Objective

- 1. This MoU aims at further strengthening cooperation in science, technology and innovation between the Participants through the implementation of joint activities aimed at supporting scientific and industrial research projects, mobility of researchers and innovative infrastructures.
- 2. All cooperation activities will be significant and of high scientific standard, beneficial to the advancement of science and technology and will be implemented according to the principles of mutuality and equality.

# ARTICLE 2 Areas of cooperation

The Participants, within the scope of this MoU, will cooperate in the following areas:

- a) innovative and advanced technologies;
- b) research infrastructures.

## ARTICLE 3 Cooperation activities

The Participants will cooperate in the areas identified in Article 2 of this MoU through the implementation of the following activities:

- a) promoting the cooperation between respective national research and innovation institutions and businesses;
- b) supporting joint research and development projects in the fields of mutual interest for both Participants;
- c) promoting researchers' and technical experts' mobility among Italian and Uzbek universities and research institutions;
- d) promoting joint activities in the fields of basic and applied research, technology and innovation;
  - e) supporting joint seminars, symposia and other scientific meetings.

## ARTICLE 4 Support for joint research and innovation projects

- 1. With reference to the joint research and innovation projects mentioned in Article 3 b) of this MoU, the Participants may launch joint calls for proposals to fund joint Italian and Uzbek research and innovation projects.
- 2. Each Participant will allocate a budget for each call, taking into account the relevance of the research sector potentially interested in the thematic call areas in its own country.
- 3. For each call, the Participants will appoint a joint Call Management Committee in charge of:
  - a) defining the thematic call areas and topics;
  - b) defining the call procedures, including the evaluation criteria;
- c) evaluating the proposed projects, with the help of independent experts, and selecting the projects for funding in accordance with the ranking list and the available funds;
  - d) monitoring the project execution;
- 4. The call will be aimed at funding bilateral research projects on the above-mentioned focus areas.

## ARTICLE 5 Mobility of researchers and technical experts

- 1 With reference to the mobility actions mentioned in Article 3 c) of this MoU, the Participants will establish an "Italy-Uzbekistan Mobility Research Program".
- 2. This project will be the subject of a specific technical arrangement between the Participants, which will define priority areas of interest having regard to available resources.

#### ARTICLE 6 Other joint activities

1. With reference to the actions aimed at enhancing joint activities in research and innovation referred to in Article 3 d) of this MoU, the Participants will strengthen the scientific, technological and innovation cooperation in consolidated research areas and extend to further areas of cooperation, in order to contribute to the development and deepening of joint activities including the establishment of joint research partnerships with the private sector.

2. These actions will be the subject of a specific technical arrangement between the Participants, which will define priority areas of interest having regard to available resources.

#### ARTICLE 7 Joint Steering Committee

- l. In order to facilitate the implementation of this MoU, the Participants will establish a Joint Steering Committee, which involves representatives from both Participants.
  - 2. The Joint Steering Committee will:
  - a) establish a working plan for the implementation of this MoU;
  - b) formulate policies and guide the objectives of this MoU;
  - c) formulate and guide the scientific and technological objectives.
- 3. With regard to the areas of cooperation referred to in Article 2 of the present MoU, the Joint Steering Committee may propose additional priority areas of cooperation to be endorsed by the Participants by mutual consent.
- 4. The Joint Steering Committee will be composed of a maximum of three (3) members from each Participant. Its composition may be modified by mutual consent of the Participants.
- 5. Bi-annual physical or video-conference meetings of the Steering Committee will take place to review the work performed and to present and report the progress achieved by the Participants.
- 6. The costs related to the Joint Steering Committee will be covered by the existing resources in the budget of each Participant. There will be no remuneration for the participation in the Joint Steering Committee.

#### ARTICLE 8 Financial aspects and implementation

- 1. The expenses arising from the implementation of this MoU will be covered 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 Uzbekistan.
- 2. Unless otherwise specifically decided by the Participants, each Participant will fund the beneficiaries of its own country.
- 3. Without prejudice to Article 8 paragraph 1 and paragraph 2, the joint activities referred to in Article 3 of this MoU will be jointly funded.
- 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 the present Article, the details concerning any future financial aspect will be subsequently defined in writing by the Participants.

# ARTICLE 9 Intellectual Property Rights and Personal Data Protection

- 1. The protection of intellectual property rights will be guaranteed in accordance with the Italian and Uzbek intellectual property legislations as well as applicable international laws.
- 2. 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.

3. In the implementation of this MoU, no information concerning a natural person or enabling his/her identification will be transmitted to a 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 10 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 Uzbek 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 11 Final provisions

- 1. This MoU takes effect on the date of signature.
- 2. This MoU will remain valid for three (3) years and will be automatically renewed for further periods of three (3) years.
- 3. Each Participant may terminate this MoU by notifying the other of its intention to terminate it at least six (6) months prior to the intended date of renewal.
  - 4. The expiration will not affect the already ongoing cooperation activities.
  - 4 5. The Participants may amend this MoU in writing by mutual consent.
- 5 6. Any differences in the interpretation and/or implementation of this MoU will be settled amicably through direct consultations and negotiations between the Participants.

Signed in Tashkent on November 10th 2013 in two originals in the English language, both texts being equally authentic.

For the Ministry of Universities and Research of the Italian Republic

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For the Ministry of Innovative Development of the Republic of Uzbekistan

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