

**Memorandum of Understanding
between
the National Science Foundation of
the United States of America
and
the Ministry of University and Research of
the Italian Republic
Concerning Research Collaboration**

Statement of Intent and Scope of this Document

This Memorandum of Understanding (MoU) between the National Science Foundation (NSF) of the United States of America and the Ministry of University and Research (MUR) of the Italian Republic (hereinafter referred to as the Participants) concerns a program of collaboration for research and innovation activities. Activities that may be conducted pursuant to this MoU are subject to the applicable laws and regulations of each country and, as for the Italian Participant, the obligations arising from Italy's membership in the European Union.

The scope of the proposed program of collaboration that is the subject of this MoU may cover all recognized branches of research, innovation, and training supported by the Participants.

NSF and MUR, from time to time, may jointly select specific scientific areas for collaboration.

Authorities

NSF is acting pursuant to the National Science Foundation Act of 1950 as amended, 42 USC 1861 et seq.

MUR is acting pursuant to the "Decreto Legge" (Law Decree) of January 9th, 2020, no. 1

Cooperative Activities

Based on the principles of equality and reciprocity, this MoU is intended to serve as a general framework for collaboration between NSF and MUR and to facilitate discussions for more specific programs of collaboration. Any specific program of collaboration or sharing of confidential information is expected to be subject to separate written arrangements. Cooperative activities under this MoU may include:

- Reciprocal acceptance of peer review through unsolicited mechanisms by MUR and NSF that will allow for the support of international collaboration without the administrative burden associated with issuance of specific funding opportunities;
- Development and issuance of specific funding opportunities, where funds are allocated to a defined research or innovation activity and the peer review process is managed by a single lead agency;
- Development and issuance of specific funding opportunities, where funds are allocated to a defined research or innovation activity and the peer review process is managed in a coordinated fashion by both agencies;
- Joint conferences and workshops;
- Staff exchanges to facilitate shared learning and develop dialogues; and
- Alignment of larger investments including collaboration on facilities.

This list is not intended to be exhaustive. The Participants intend to work together to investigate opportunities for collaboration under this MoU.

Activities under this MOU should be addressed between the Participants and the scope/operating procedures for such activities covered in separate management plans.

Guiding Principles

- Focus on facilitation of excellent research and training activities;
- Avoid the situation whereby two related or identical proposals are submitted to each agency and thereafter undergo separate review processes;
- Cooperate in the approach to design and implementation of merit (peer) review;
- Avoid additional burden on proposers, reviewers, and funders, to the extent possible; and
- Carry out transparent, equitable and inclusive proposal and review processes.

Planning and Review of Activities

1. Each Participant is expected to designate a representative to be the principal point of contact for the other Participant in the conduct of the program of collaboration under this MOU.
2. As needed, the representatives of the Participants may meet for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities.
3. Consistent with any standard procedures and regulations applicable to NSF and MUR, respectively, each Participant expects to be responsible for making known to the scientific community in its country the opportunities for collaboration made possible under this MOU.
4. The Participants intend to share information to allow for the review of activities conducted under this MoU, subject to any applicable privacy and confidentiality laws, regulations, and policies of the Participants.

Funding

The Participants understand that any activities under this MOU are subject to the availability of their respective resources.

Status

This MOU is not intended to be legally binding under domestic or international law and any activities to be conducted under this MOU are subject to the availability of appropriated funds. This MoU does not obligate the Participants to collaborate on activities or to expend funds on any project or purpose, even if funds are available.

Any difference in the interpretation and/or implementation of this MoU is intended to be settled amicably through direct consultations between the Participants.

Data Protection Considerations

The Participants acknowledge that, in connection with their activities in relation to this MOU, they expect to share information and data – whether in connection with the proposal and award process, or thereafter during the post award process. The Participant from Italy is subject to Italian law and to the obligations arising from Italy's membership in the European Union. The U.S. Participant is subject to applicable U.S. Federal laws, including the Privacy Act of 1974.

Duration, Modification, and Discontinuation

Cooperative activities under this MOU are expected to commence upon signature by the Participants and to continue for five years, unless discontinued earlier by either Participant. A Participant should endeavour to provide ninety days written notice to the other Participant before discontinuing collaboration.

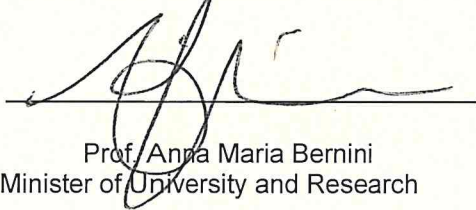
This MoU may be modified by the Participants in writing.

This MoU may be extended by mutual written decision of the Participants. The Participants should endeavor to arrive at any such extension at least ninety days before this MOU would otherwise cease to be operative.

Unless otherwise decided, discontinuation of this MoU is not intended to affect the validity or duration of projects under the MoU that are initiated prior to such discontinuation.

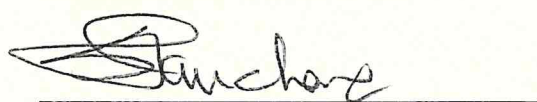
Signed in duplicate on April 9, 2024

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



Prof. Anna Maria Bernini
Minister of University and Research

**For the National Science Foundation of
the United States of America:**



Dr. Sethuraman Panchanathan
Director, US National Science Foundation