Memorandum of Understanding between

the Ministry of University and Research of the Italian Republic

and

the Ministry of Higher Education, Science and Innovation of the Republic of Slovenia

on

Cooperation in Research and Innovation

The Ministry of University and Research of the Italian Republic and the Ministry of Higher Education, Science and Innovation of the Republic of Slovenia, hereinafter jointly referred to as "the Participants",

RECOGNIZING the crucial role of research and innovation in driving sustainable development and socio-economic transformations;

TAKING INTO ACCOUNT, the long-standing and positive collaboration developed over the course of the last decades:

RECOGNIZING the fundamental role of science and technology in the dialogue between Italy and Slovenia;

ACKNOWLEDGING the potential of cooperation in science, technology and innovation based on the principles of mutual benefit, and with the aim of strengthening knowledge and sharing its application;

CONSIDERING the shared interest of the two Countries in the field of research and innovation;

CONSIDERING the Agreement between the Government of the Italian Republic and the Government of Republic of Slovenia on Scientific and Technological Cooperation, done at Ljubljana on 4 February 1998, and entered into force on 22 September 1999;

RECOGNIZING the need for a specific cooperation arrangement, on a technical level, for strengthening the collaboration, the exchange of knowledge and joint applications in research and innovation on shared scientific, technological and societal challenges;

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

Objective

This MoU aims at strengthening international cooperation in research and innovation between the Participants through joint activities in support of scientific research projects, and innovative research and technological infrastructures.

Article 2

Cooperation Activities

The cooperation may include the following activities:

- a) Promoting cooperation between respective national research and innovation programmes, institutions, infrastructures;
- b) Supporting joint research and innovation projects;
- c) Promoting research mobility among Italian and Slovenian universities and research institutions;
- d) Fostering co-tutored doctorates, double degrees and joint degrees;
- e) Promoting joint activities in the fields of higher education, basic and applied research and innovation.

Article 3

Areas of Cooperation

- 1. The Participants will mostly, but not exclusively, cooperate in the following areas of research and innovation:
 - a) Green Hydrogen;
 - b) Blue Economy;
 - c) Artificial Intelligence, High Performance Computing and Big Data;
 - d) Innovative technologies for agriculture;
 - e) Biodiversity;
 - f) Sustainable mobility;
 - g) Gene therapy and mRNA therapeutics;
 - h) Social Science and Humanities.
- 2. Additional priority areas of cooperation in the field of scientific research and innovation may be proposed by the Joint Steering Committee established pursuant to Article 8 of the present MoU and endorsed by the Participants by mutual consent.

Joint Research and Innovation Projects

- 1. Regarding the joint research and innovation projects referred to in Article 2, subparagraph b), the Participants may launch joint calls for proposals to fund collaborative Italian-Slovenian research and innovation projects.
- 2. Each Participant allocates a budget for each call, taking into account the importance of the research sector potentially interested in the thematic call areas in its own country.
- 3. For each call, the Participants 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 available funds;
 - d) Monitoring the project execution.
- 4. The Participants will define and publish the first joint call for proposals during the year 2024. The call will be aimed at funding bilateral research projects in the above-mentioned focus areas.
- 5. The Participants will exchange official letters to define the level of financial contribution for each call.

Article 5

Mobility of researchers

- 1. The Participants will explore the possibility of establishing a program to support mobility actions referred to in Article 2, subparagraph c) of this MoU.
- 2. These actions will be the subject of a specific protocol between the Participants, which will define priority areas of interest, having regard to available resources.

Article 6

Co-tutored Doctorates

- 1. The Participants will explore the possibility of establishing a program aimed at fostering cotutored doctorates referred to in Article 2, subparagraph d) of this MoU.
- 2. This program will be governed by-a specific protocol between the Participants, which will define priority areas of interest, having regard to available resources.

Other Joint Activities

- Regarding the joint activities in research and innovation referred to in Article 2, subparagraph
 e) of this MoU, the Participants will strengthen the academic and scientific collaboration in
 terms of higher education and scientific and technological cooperation in consolidated
 research areas and to extend to further areas of cooperation, in order to contribute to the
 development and deepening of joint activities.
- 2. These actions will be the subject of a specific protocol between the Participants, which will define priority areas of interest while, having regard to available resources.

Article 8

Joint Steering Committee

- 1. In order to facilitate the implementation of this MoU, the Participants will establish a Joint Steering Committee, which will be composed from representatives of both countries.
- 2. The functions of the Joint Steering Committee will be:
 - a) the establishment of a working plan for the implementation of this MoU;
 - b) formulation of policies and guidance on the objectives of this MoU;
 - c) formulation and guidance on the scientific and technological objectives of this MoU.
- 3. The Joint Steering Committee will be composed of a maximum of four (4) members nominated by each Participant. Its composition may be modified by mutual consent of the Participants.
- 4. Bi-annual in-person 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.
- 5. The costs related to the Joint Steering Committee will be covered by the existing resources within the ordinary budget of each Participant. There will be no remuneration for participation in the Joint Steering Committee.

Article 9

Financial Aspects and Implementation

 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 Slovenia.

- 2. Unless otherwise specifically decided by the Participants, each Participant will fund beneficiaries of its own country. The Italian Participant will coordinate and manage public funding sources in Italy. The Slovenian Participant will coordinate and the Slovenian Research and Innovation Agency will manage public funding sources in Slovenia.
- 3. Without prejudice to paragraphs 1 and 2 of this Article joint activities in the areas of cooperation referred to in Article 3 of this MoU should be jointly funded, according to the recommendations of the Joint Steering Committee.
- 4. Joint activities involving other interested entities will not entail any exchange of funds; any entity interested in cooperation activities will bear the costs related to the implementation of such cooperation activities, subject to the availability of appropriate funds.

Intellectual Property Rights and Personal Data Protection

- 1. The Participants will require the entities and institutions involved in joint activities to ensure the adequate protection of the intellectual property rights resulting from projects funded within the framework of this MoU.
- 2. During the implementation of this MoU, no information concerning a natural person or enabling their identification will be transmitted to any third party or processed in a manner that is incompatible with the original purposes, without the prior written consent of the data controller who provided this information. Personal data exchanged between the Participants for the implementation of the MoU will be processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and its successive regulations.
- 3. The protection of intellectual property rights will be guaranteed in accordance with the laws and regulations applicable in the Italian Republic and the Republic of Slovenia with regard to the intellectual property and applicable international law.
- 4. 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.

Article 11

Applicable law

1. This MoU does not constitute an international agreement and no additional rights and obligations may arise from the present MoU 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 compliance with the laws and regulations of the Italian Republic and the Republic of Slovenia, as well as applicable international law and the obligations arising from Italy's and Slovenia's membership to the European Union.
- 3. Without prejudice to paragraph 1 of the present Article, the Participants will collaborate in good faith in order to achieve the objectives set forth in this MoU.

Duration and termination

- 1. This MoU takes effect on the thirtieth (30) day after its signature.
- 2. This MoU will remain valid for an initial period of five (5) years and will be automatically renewed for successive periods of five (5) years, unless a Participant will not notify the other in writing of its intention to terminate the MoU at least six (6) month before the intended date of expiration.
- 3. The termination of this MoU according to paragraph 2 of this Article will not affect any ongoing activities, which will be completed, unless otherwise agreed by the Participants.
- 4. The Participants may amend this MoU at any time in writing by mutual consent.
- 5. Any differences in the interpretation and/or implementation of this MoU will be settled amicably direct consultations and negotiations between the Participants.

Signed in Rome on 5th of December 2023 in two originals in the English language.

For the Ministry of University and Research For the Ministry of Higher Education, Science of the Italian Republic and Innovation of the Republic of Slovenia

Anna Maria Bernini

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