

Memorandum of Understanding

between

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

and

**the Ministry of Science, Innovation and Universities of the
Kingdom of Spain**

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 Science, Innovation and Universities of the Kingdom of Spain, 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 between the two Countries;

RECOGNIZING the fundamental role of higher education and scientific research in the dialogue between Spain and Italy;

TAKING INTO ACCOUNT the Agreement for Scientific and Technical Collaboration between the Government of the Kingdom of Spain and the Government of the Italian Republic, done at Madrid on 3 March 1969.

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 referred to as “MoU”:

Paragraph 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 the mobility of students, teachers, and researchers, the realization of joint research projects, joint degrees as well as the joint use of scientific and technological infrastructures.

Paragraph 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 and fostering the establishment of co-tutored doctorates, double degrees and joint degrees;
- 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, taking into account the areas of cooperation of common interest, such as fusion energy, gravitational waves, High-Performance Computing (HPC), artificial intelligence, seas and ocean and Research Infrastructures;
- i) promoting entrepreneurship, innovative startups and spin-offs;

- j) promoting joint collaboration in relevant multilateral programmes - e.g. Einstein Telescope (ET); International Fusion Materials Irradiation Facility – Demo Oriented NEutron Source (IFMIF-DONES); Euro HPC (fostering the cooperation between Leonardo and MareNostrum5); PRIMA, Horizon Europe; European Universities Alliances; Erasmus+;
- k) other forms of cooperation jointly identified by the Participants.

Paragraph 3

Cooperation in the field of Large Research Infrastructures

1. The Participants will further strengthen the long-standing cooperation in the field of Large Research Infrastructures, also by supporting the priority initiatives of mutual national interest, such as the Einstein Telescope (ET) and the International Fusion Materials Irradiation Facility – Demo Oriented NEutron Source (IFMIF-DONES). In particular, the Ministry of Science, Innovation and Universities of the Kingdom of Spain will support the construction of the ET gravitational waves observatory in Sos Enattos (Sardinia), and the Ministry of Universities and Research of the Italian Republic will support the construction of IFMIF – DONES in Granada.
2. The Participants will collaborate in order to support, as much as possible, each other's positions in the representative bodies of ET and IFMIF-DONES.
3. The Participants recognize the importance of these initiatives in further improving their bilateral cooperation and, in general, in strengthening the European Research Infrastructure ecosystem.

Paragraph 4

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.

Paragraph 5

Implementing arrangements

Cooperation activities and/or programmes carried out under this MoU may be implemented through arrangements between relevant institutions of the two Countries designated by the Participants.

Paragraph 6
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 any other 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 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.
5. For the purposes of Paragraph 6.1., the Participants will conclude a specific technical Protocol, which will define priority areas of interest having regard to available resources.

Paragraph 7
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 Kingdom of Spain and the Italian Republic.

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 7.1., the details concerning any future financial aspect will be jointly set out in subsequent arrangements between the Participants.

Paragraph 8

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 Spanish and Italian 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. Personal data exchanged between the Parties for the implementation of this MoU will be processed in accordance with the General Data Protection Regulation (UE) 2016/679 and the respective national legislation.

Paragraph 9
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.

Paragraph 10
Final provisions

1. This MoU takes effect on the date of signature and will remain valid for five (5) years. The Participants may decide to extend the duration of this MoU in writing by mutual consent.
2. Each Participant may end the application of this MoU at any time by notifying the other of its intention to terminate it at least six (6) months before the intended date of expiration.
3. The end of the application of this MoU will not affect the already ongoing cooperation activities.
4. The Participants may modify 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 Olbia on 2 July 2024 in two originals in the English language, both texts being equally authentic.

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



A handwritten signature in black ink, consisting of a stylized, cursive script, positioned above a horizontal line.

**For the Ministry of Science, Innovation
and Universities of the Kingdom of
Spain**



A handwritten signature in black ink, consisting of a stylized, cursive script, positioned above a horizontal line.