Memorandum of Understanding

between

The Ministry of University and Research of the Italian Republic

and

The Ministry of Higher Education, Scientific Research and Innovation of the Kingdom of Morocco

for

cooperaion in the fields of higher education, science, innovation and technology
The Ministry for University and Research of the Italian Republic and the Ministry of Higher Education, Scientific Research and Innovation of the Kingdom of Morocco (hereinafter individually referred to as a “Participant” and jointly as “the Participants”);

**Considering** the Agreement on Culture, Scientific and Technical Cooperation between the Italian Republic and the Kingdom of Morocco, Rabat on 28 July, 1998;

**Recognizing** the crucial role of cooperation over higher education, science, innovation and technology 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 between the two Countries;

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

**Acknowledging** the potential of bilateral cooperation in higher education, science, innovation and technology based on the principles of mutual benefit and with the aim of strengthening knowledge and sharing applications;

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

**Recognizing** the need for a specific cooperation arrangement, on a technical level, to further strengthen their collaboration, the exchange of knowledge and joint applications in higher education, science, innovation and technology;

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

1. **Objective**

This MoU aims at further strengthening cooperation in the fields of higher education, science, innovation and technology between the Participants through joint actions and programmes to support academic partnership, scientific and innovation research projects, mobility of researchers and innovative infrastructures.

2. **Types of cooperation**

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

- a) Encouraging direct cooperation between higher education institutions of the two Countries in areas of mutual interest.
- b) Promoting the cooperation between respective national research and innovation programmes, institutions and infrastructures;
- c) Supporting joint research and innovation projects;
d) Promoting the mobility of researchers, students and staff among the Italian and Moroccan research and higher education institutions;

e) Promoting joint activities in the fields of higher education, science, innovation and technology;

f) Fostering the establishment of co-tutored doctorates, double degrees and joint degrees;

g) Supporting joint seminars, workshops, symposia and other scientific meetings;

h) Strengthening the joint participation of Italian and Moroccan researchers in international calls for proposals, within the framework of multilateral programmes/initiatives (e.g. Prima and Horizon Europe).

3. Areas of cooperation

The Participants will cooperate specifically, but not exclusively, in the following areas of research and innovation:

a) AgriFood, Biotechnology;

b) Water management;

c) Seas and oceans, sustainable and productive Blue economy;

d) Renewable Energy and Green economy;

e) Climate Change;

f) Health Sciences;

g) Engineering sciences and Architecture;

h) Human and Social Sciences and Cultural heritage;

i) Any other topics identified jointly.

4. Cooperation forms

The Participants may conclude subsequent arrangements in order to specify the forms of cooperation aimed at achieving the objectives of this MoU and define the methods for the implementation of specific cooperation activities.

4.1. Mobility Programme

Regarding the mobility actions referred to in Paragraph 2, letter d) of this MoU, the Participants will establish a “Italian-Moroccan Mobility Programme”; For the above purpose, the Participants will conclude a specific technical Protocol, which will define priority areas of interest regarding available resources.

4.2 Joint Research Programmes

Regarding the joint research and innovation actions referred to in Paragraph 2, letters b) and c) of this MoU, the Participants will establish a “Joint R&I Programme”; Topics, procedures and funding of these joint programmes will be identified by mutual consent of the Participants, through specific consultations and will be subject to specific arrangements.
4.3 Other joint activities

Regarding the other actions aimed at enhancing joint activities in the domains referred to in Paragraph 2 of this MoU, the Participants will conclude specific technical protocols.

Participants can consider to open their partnership programmes to the private sector while ensuring alignment with their respective national regulations.

5. Cooperation requirements

The cooperation activities to be carried out under this MoU will meet the following requirements:

   a) All cooperation activities will be of higher scientific standard and beneficial to the advancement of science and technology of both Participants;
   b) All cooperation activities under this MoU will be performed based on mutuality and equality.

6. Joint Steering Committee

1. In order to facilitate the implementation of this MoU, the Participants will establish a Joint Steering Committee.

2. The Joint Steering Committee functions will be:

   a) the establishment of a working plan for the implementation of this MoU;
   b) the framing of policies and guidelines on the objectives of this MoU;
   c) the framing of policies and directives on the scientific and technological objectives of this MoU.

3. Concerning the areas of cooperation referred to in Paragraph 3 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. The meetings of the Joint Steering Committee will take place, physically or via video conference, at least once a year to review the work performed and to present and report on the progress achieved by the Participants.

6. Mission expenses related to the Joint Steering Committee will be covered by the Participants within the limits of their available resources. Each Participant will cover its own expenses related to the participation in the meetings of the Joint Steering Committee, unless the Participants jointly decide differently. There will be no remuneration for participation in the Joint Steering Committee.
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 Italian Republic and the Kingdom of Morocco.

2. Without prejudice to the provisions of subparagraph 1 of this Paragraph, the details concerning any future financial aspect will be subsequently defined in writing by the Participants.

3. In accordance with the national legislation of their Countries, 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.

4. Unless otherwise specifically decided by the Participants, each Participant will fund the beneficiaries of its own Country.

5. 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.

6. Italian and Moroccan researchers may collaboratively explore alternative funding sources for joint projects.

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 Italian and Moroccan 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 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.
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.

2. This MoU will be implemented in accordance with the and Italian Moroccan legislations as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

10. Duration and termination

1. This MoU takes effect on the date of signature and will be valid for a period of five (5) years. Thereafter, based upon mutual written consent of both Participants, the MoU of cooperation may be renewed.

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, unless the Participants jointly decide otherwise.

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 Rabat on June 28, 2024, in two originals in the English language, both texts being equally authentic.

For
the Ministry of University and Research of the Italian Republic

[Signature]

For
the Ministry of Higher Education, Scientific Research and Innovation of the Kingdom of Morocco

[Signature]

Abdellatif MIRAOUI