

FINAL

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MEMORANDUM OF UNDERSTANDING

The Joint Research Centre of the European Commission,
represented for the purpose of signing this memorandum by Stephen Quest, Director General of
the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

and

Regione Lombardia,
with the registered address at Piazza Città di Lombardia 1, 20124 Milan, Italy, tax code
80050050154,
represented for the purpose of signing this memorandum by Alessandro Fermi, Regional Minister
for University, Research and Innovation, duly entitled to sign,

(hereinafter referred to as '**Regione Lombardia**').

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.

PREAMBLE

WHEREAS:

Regione Lombardia is a public entity of local government, entitled per Article 117 of the Constitution of the Italian Republic, by the Regional Statute and by the Regional Law n. 29/2016 “Lombardy is Research and Innovation” to enhance competitiveness of the economic and production system improving its policies on research, innovation, technology transfer and advanced training, in synergy with public and private entities.

As the science and knowledge service of the European Commission, the Joint Research Centre's mission is to provide independent, evidence-based knowledge and science, supporting EU policies to positively impact society.

The Parties wish to establish an overall framework for a continuous, proactive and structured partnership in areas of mutual interest related to innovation, scientific advice, knowledge management, research activities, technology transfer, access to research infrastructures, data collection, science promotion, and outreach. This Memorandum of Understanding will contribute to a more structured dialogue, mutual exchange of information and co-organisation of joint events and activities.

The Parties recognize to each other a particular relevance in the context of their respective objectives in science for policy, research and innovation. The main scientific Site of the JRC is based on the territory of Lombardy, in Ispra (Varese) and has a strong impact also in socio-economic terms in the region. Lombardy is one of the most important regions in Europe in terms of population (10 million inhabitants), GDP (€ 385 - billion), enterprises (815,000 - 2021). Lombardy is the first Italian region for number of patents. In 2022, 1,547 patent applications were submitted to the EPO which correspond to 31.8% of the national total. The total number of patents in Lombardy remains substantially stable in 2022 compared to 2021 (-0.5%), a comparison with the decline in the national media (-1.1%) and the slowdown of the main European peers (-6.1% Baden-Württemberg, -7.3% Bayern, -7.4% Catalonia). In the medium term (2015-2022), Lombardy confirms itself as a dynamic region with an increase of +10.5%, a growth rate double that of Bayern (+4.0%) and in the face of a decline in Baden-Württemberg (-8.9%).

Lombardy hosts 15 Universities, 19 Scientific Hospitalization and Care Institutes – IRCCS, 5 Scientific and Technology Parks, 9 Technological Clusters, more than 1,000 Centres for Research and Technology Transfer, allocates in R&D € 523.500.000 of Lombardy’s ERDF RP 2021/2027 to strengthen technological research, development and innovation.

The Parties wish to develop fruitful synergies also in relation with relevant scientific projects in the area of Regione Lombardia and in proximity of the JRC Ispra Site, and are open to collaboration from other partners, including initiatives involving the scientific and innovation ecosystem of Lombardy and covering several science sectors in which JRC operates (life sciences; food; text and data mining; artificial intelligence; mobility; energy; air quality; sustainability; security; crisis management; migration and demography, and others).

The Parties wish to undertake joint activities of mutual interest in accordance with their specific needs and objectives, and shall determine the areas and subject of such joint activities, on the basis of the methodology set out in this Memorandum of Understanding (hereinafter referred to as '**the MoU**').

DRAFT

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 – SUBJECT AND SCOPE OF THE MoU

1.1 The MoU establishes the basis for future collaboration between the Parties in fields like, among others and not exclusively:

- Sustainable, clean, innovative and competitive energy solutions;
- Decarbonised, smart and safe mobility;
- Cities and buildings for better lives;
- Zero pollution for planetary health-integrated responses;
- Sustainable water management and water resilience;
- Sustainable materials and products for a circular resilience;
- Biodiversity;
- Industrial transformations for sustainability, competitiveness and open strategic autonomy;
- Monitoring and shaping the digital transition;
- Trustworthy Artificial Intelligence;
- Cybersecurity of Society and Industry;
- Territorial intelligence;
- Situational awareness for crisis management;
- Preparedness and response to Health crisis;
- Innovation in Life and Health sciences;
- Nutrition and resilience;
- Science for security;
- Population dynamics and migration;
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1.2 Future collaboration could also benefit from existing initiatives promoted by the Parties and of potential interest for both, such as for instance:

1.2.1 The access of JRC research infrastructure to external partners (<https://ec.europa.eu/jrc/en/research-facility/open-access>);

1.2.2 The JRC Knowledge Centres/KC (Disaster Risk Management KC; Migration and Demography KC; Territorial Policies KC; Bio-economy KC; Biodiversity KC; Cancer KC; Food Fraud and Quality KC), Competence Centres/CC

(Technology Transfer CC; Microeconomic Evaluation CC) and Observatories, such as the EU Forest Observatory;

- 1.2.3 The Art and Science initiative;
 - 1.2.4 The activities with students, Universities and science museums, linked to the activities of the new JRC Europa Science Experience in Ispra and the Spazio Europa of the Lombardy Region in Milan, in collaboration with regional education authorities and with other partners like the EC Representation, the Europe Direct Network and the European Parliament Information Office based in Milan;
 - 1.2.5 The existing and future relations with science, research and innovation entities which operate in Lombardy research centers, Universities and others, such as MIND (Milan Innovation District) and others;
 - 1.2.6 The JRC activity to promote the development of Living Labs, and in particular those present in the JRC site in Ispra;
 - 1.2.7 In the context of JRC collaboration agreements which are into force, with the Lombardy Region itself on Artificial Intelligence (nr. 35659 signed on 31 May 2020 and valid until 30 May 2025, and beyond (among others, with the Italian Department of Civil Protection, with ARPA Lombardia);
 - 1.2.8 In the context of Lombardy Region's activities / calls the opportunity to involve JRC's experts/researchers within the technical evaluation processes of project proposals;
 - 1.2.9 The regional Open Innovation Platform, being built around the key principles of the Quadruple Helix Open Innovation model, is a virtual space where the Government, industry, academia and civil participants work jointly. The platform aims to encourage the creation of Innovation ecosystems addressing the challenges of the smart specialization strategy (<http://www.openinnovation.regione.lombardia.it>);
 - 1.2.10 The Lombardy Technological Clusters, 9 structured aggregations of companies, universities, research bodies and other public / private entities (almost 700 members);
 - 1.2.11 The membership of Regione Lombardia in the Association "Vanguard initiative for new growth through smart specialisation".
- 1.3** The MoU sets out the overall framework for such collaboration in terms of general context, technical areas and procedures for the specifics of the collaboration. The Parties will define a joint annual Working Programme to implement this MoU. The Working Programme will include specific activities to be undertaken jointly within this MoU. The Parties will meet every six months (preferably in April and October every year) to verify the implementation of the Working Programme and, if necessary, adapt it to new priorities and objectives jointly defined. The Working Programme will be based on information sharing and efficient use of resources.

- 1.4 Each Party intends as a general rule to implement the MoU through the exchange of publicly available, non-proprietary information. Should the exchange of other information be necessary, such exchange will be subject to Article 3.
- 1.5 The Parties do not intend, or expect, to create intellectual property under the MoU. If it appears that intellectual property is likely to be created, the Parties either enter into a collaboration agreement in accordance with Article 1.6 or avoid the creation of intellectual property.
- 1.6 In case the implementation of the joint activities identified in Article 1, involve legal and /or financial commitments including liabilities of each Party or intellectual property rights, the Parties will conclude a separate and formal collaboration agreement, which will apply to these activities.
- 1.7 Except for the obligations laid down in Article 3, the MoU does not establish legally binding obligations on the part of any of the Parties, including without limitation any financial obligation.

ARTICLE 2 – MODALITIES OF CO-OPERATION

- 2.1 The implementation of the MoU shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party. The MoU does not represent any commitment with regard to funding on the part of either Party.
- 2.2 Each Party shall bear its own costs in connection with the implementation of the MoU. There shall be no transfer of money between the Parties in connection with the MoU.
- 2.3 The exact modalities of cooperation between the Parties on any of the scientific subjects jointly identified will be set out in the collaboration agreements related to the particular subject.

ARTICLE 3 – CONFIDENTIALITY

- 3.1 The Parties undertake to keep confidential any information communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on the MoU) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation does not apply to information communicated orally unless the Party communicating such information notifies the other Party in writing without delay that such information shall be kept confidential.
- 3.2 Confidentiality of information exchanged in connection with the MoU shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other

Party that the confidentiality of such information shall be maintained even after the said five-year period.

- 3.3** During the term of the MoU and for a period of five years following its termination, neither Party shall make publicly available or communicate to any third party any information related to or resulting from the implementation of the MoU, without first obtaining a written consent of the other Party on the manner and timing of such publication or communication. Such consent may not be unreasonably withheld.
- 3.4** In case of any dispute or difference between the Parties arising out of or in connection with the application of this Article, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties notifies so the other in writing. In that case, each Party may initiate proceedings before the General Court of the European Union in Luxembourg. The applicable law will be the law of the European Union and the law of the European Atomic Energy Community, complemented, where necessary, by the substantive law of Italy.
- 3.5** All obligations under the present Article apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of the MoU in cases where the other Party acts according to its obligations resulting from the applicable law.

ARTICLE 4 – ADMINISTRATIVE PROVISIONS

- 4.1** All correspondence concerning the performance of the MoU shall be sent to the following addresses:

<u>For administrative questions</u> European Commission Joint Research Centre Directorate Strategy and Impact To the attention of Matteo Fornara	<u>For administrative questions</u> Regione Lombardia Direzione Generale Università, Ricerca, Innovazione To the attention of Dario Sciunnach
<u>For technical questions</u> European Commission Joint Research Centre Directorate Strategy and Impact To the attention of Matteo Fornara	<u>For technical questions</u> Regione Lombardia Direzione Generale Università, Ricerca, Innovazione To the attention of Dario Sciunnach

ARTICLE 5 – DATA PROTECTION

- 5.1** Any personal data included in or relating to this MoU, including its execution shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the

protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and monitoring of this MoU by the Director General of the JRC without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The data subject shall have the right of access to her/his personal data and the right to rectify any such data. Should the data subject have any queries concerning the processing of her/his personal data, the data subject shall address them to the Director General of the JRC. The data subject shall have right of recourse at any time to the European Data Protection Supervisor.

- 5.2** Should the data subject have any queries concerning the processing of her/his personal data by the Regione Lombardia, the data subject shall address any queries to the Director General of the Directorate University, Research, Innovation, pursuant to Italian Regulation D.Lgs. No 101/2018.

ARTICLE 6 – ENTRY INTO FORCE AND DURATION

- 6.1** The MoU will enter into force on the date of its signature by the last Party and is concluded for a period of five years from said date. The MoU may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 6.2** Either Party may terminate the MoU at any time upon three months prior written notice to the other Party.

Signed in two originals in the English language.

For the **Joint Research Centre of the European Commission**

Done in _____ on _____

Signature: _____

Stephen Quest
Director General
Joint Research Centre

For the **Regione Lombardia**

Done in _____ on _____

Signature: _____

Alessandro Fermi
Regional Minister for University, Research, Innovation
Regione Lombardia