

MEMORANDUM OF UNDERSTANDING BETWEEN

University of Genoa, Italy

Represented by the Rector, Professor Federico DELFINO

University of Florence, Italy

Represented by the Rector, Professor Alessandra PETRUCCI

ART-ER Società Consortile per Azioni

Represented by the President, Vito Massimiliano BIANCO

for NEB SUD HUB

AND

University of Primorska (Univerza na Primorskem Università del Litorale), Slovenia

Represented by the Rector, Professor Klavdija KUTNAR

for NEBAP

hereinafter referred to individually as the “Party” and collectively as the “Parties”;

PREAMBLE

- The Parties are collaborating within the framework of the LIFE BE-WoodEN project – Grant Agreement Project 101148077 (LIFE23-PRE-IT-LIFE BE-WoodEN), starting on February 1, 2024, and ending on January 31, 2026;

- The aforementioned project provides for the establishment of a New European Bauhaus (NEB) Academy Pioneer Hub;
- This NEB Academy Pioneer Hub was founded through a Framework Agreement with Public and Private Third-Party entities signed on May 14, 2024, by the University of Genoa, the University of Florence, and ART-ER Società Consortile per Azioni, named “Sustainable Design with Wood and Bio-Based Materials HUB” (hereinafter “NEB SUD Hub”);
- The University of Primorska, a partner in the LIFE BE-WoodEN project, had already established a NEB Academy Pioneer Hub named “New European Bauhaus Academy Pioneer Hub for Sustainable Built Environments with Renewable Materials” (hereinafter “NEBAP Hub”);
- The LIFE BE-WoodEN project envisages the definition of synergies and integrated approaches between NEB SUD Hub and NEBAP Hub to promote skills and best practices at interregional level through training activities in line with NEB objectives and principles in the building sector;
- The Parties also pursue the direct application, enhancement, and use of knowledge to contribute to the social, cultural, and economic development of society;
- The Parties have a mutual interest in establishing and developing cooperative relationships.

AGREE AS FOLLOWS:

Article 1 - Objectives

The Parties commit to creating forms of mutual cooperation between the NEBAP Hub and the NEB SUD Hub, particularly through:

- Exchange of experiences in managing the Hubs NEBAP HUB and NEB SUD HUB;
- Opening activities to stakeholders of NEBAP HUB and NEB SUD HUB;

- Organizing meetings, seminars, debates and other scientific and professional meetings on topics of interest to signatories;
- Enhancing training by facilitating the mobility of stakeholders, professionals, artisans, producers, public entities, companies, artists, local communities, as well as academic and research staff and students;
- Collaborating on activities of particular scientific interest, also through the exchange of experiences;
- Joint cultural initiatives such as seminars, lectures, study meetings;
- Developing joint projects to be submitted for funding by the European Commission or other international bodies;
- Actions to communicate and disseminate the knowledge acquired within the framework of this agreement through direct engagement with the territory and all its actors.

The cooperation activities will be approved and organized by the Coordinating or Managing Committees of NEBAP and NEB SUD Hub, according to their respective regulations.

Article 2 – Contact persons

For the implementation of the activities referred to in Article 1, each Party shall designate at least one contact person from its staff, responsible for coordinating and jointly promoting the common lines of action, periodically verifying their realization, evaluating, and promoting the various collaborations.

The Parties hereby designate the contact persons as follows:

- Professor Giovanna FRANCO, Project Leader of the LIFE BE-WoodEN project, Chair of the Coordinating Committee of the NEB SUD HUB
- Professor Andreja KUTNAR, Chair of the NEBAP Hub.

Article 3 - Implementing Agreements

Cultural and scientific collaboration regarding areas of interest will be regulated by specific implementing agreements, in compliance with this document and current regulations and

based on a cooperation program agreed upon by the Coordinating and Managing Committees of the two Hubs.

The implementing agreements will govern how the collaboration between the Parties will be implemented, specifying, in particular, technical-scientific, organizational, management, financial aspects, and those regarding the use and ownership of results, as well as specific aspects concerning safety and insurance coverage.

Article 4 - Duration and Termination

This MOU shall be enforceable upon signature by all parties, shall have a five-year term, and may be terminated by either party upon at least six (6) months' written notice, giving adequate reasons. The guarantee of completing ongoing activities at the time of the expiration/termination of this agreement is reserved.

At the end of this MoU, the contacts referred to in Article 2 will draft a joint report on the activities carried out and the results achieved. A similar interim report will be drafted three years after the effective date of this MoU.

Article 5 - Intellectual Property Rights

Each Party retains ownership of its pre-existing knowledge. Its results are the property of the Party that generated them. Common results belong jointly to the Parties in proportion to their material, human, intellectual, and financial contributions. The terms of management and exploitation of the joint results shall be formalized in the implementing agreements referred to in Article 3.

Article 6 - Confidentiality

The Parties undertake, through appropriate procedures, not to disclose externally any confidential data, news, or information that may be acquired as a result and in relation to the activities covered by this Memorandum of Understanding.

Article 7 - Charges

This MoU does not entail any economic burdens on the Parties. Any potential economic burdens will be determined in the individual implementation agreements referred to in Article 3, which will identify the organizational structure(s) of each Party to which such burdens will be attributed, subject to the verification of the existence and availability of the corresponding resources for coverage.

The specific cooperation actions described in the implementation agreements will only be undertaken if funds are actually available, and no partner is obligated to participate in or develop an activity for which no external or internal funding is already available.

Article 8 - Safety

The Parties undertake to implement the provisions of Community-level regulations on workplace safety for the benefit of guests conducting activities under this agreement.

Article 9 - Insurance Coverage

The Parties will ensure the verification of insurance coverage, including health insurance, for personnel involved in activities resulting from this collaboration, in compliance with the regulations in force in their respective countries.

Article 10 - Personal Data Processing

The roles of the Parties related to the protection and safeguarding of personal data will be defined in the implementing agreements referred to in Article 3.

The Parties, in carrying out the activities related to this Memorandum and any implementing agreements, will take all necessary initiatives and fulfill all necessary obligations to ensure that data processing is carried out in strict compliance with current privacy and data protection regulations, particularly ensuring that information and data collected are processed, used, and stored within the limits of the purposes pursued. The processing of personal data is carried out in accordance with the principles of Article 5 of EU Regulation 2016/679, including lawfulness, fairness and transparency, adequacy, relevance and limitation, accuracy and updating, non-excessiveness, and accountability.

Each Party declares that it has trained its employees and/or collaborators in privacy and personal data protection.

The Parties also undertake to fulfill, each within its own scope, the information obligations referred to in Articles 13 and 14 of EU Regulation 2016/679 regarding personal data processed.

Article 11 - Incompatibility

Concerning the personnel and any experts involved in the activities covered by this agreement, the Parties declare to comply with the provisions of the current regulations and their respective laws regarding situations of incompatibility. Should these occur, the current legal provisions will apply.

Article 12 - Disputes and Final Provisions

The Parties consider this Memorandum to be a declaration of intent rather than a document with legal and economic constraints on the performance of joint activities.

The Parties therefore agree to settle any disputes amicably that may arise from the validity, interpretation or execution of this Memorandum of Understanding.

In the event that it is not possible to resolve any disputes that may arise from the validity, interpretation or execution of this Memorandum of Understanding, the Court of Brussels shall have jurisdiction.

The specific cooperation actions described in the implementing agreements will be undertaken only if funds are actually available and no partner is obliged to participate in or develop an activity for which no external or internal funding is already available.

In any case, this agreement is applicable only to the extent that it does not contradict the national legislation in force.

This agreement is drawn up in three (3) original digital copies in English, Italian, and Slovenian. In case of discrepancies in interpretation between the different versions, the English version shall prevail.

UNIVERSITY OF PRIMORSKA - UNIVERZA NA PRIMORSKEM - UNIVERSITÀ
DEL LITORALE

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The Rector, Prof. Alessandra Petrucci

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The President, Dr. Vito Massimilano Bianco