



**THE CYPRUS
INSTITUTE**

MEMORANDUM OF UNDERSTANDING

Between

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

And

The Cyprus Institute

MEMORANDUM OF UNDERSTANDING

Between

The Joint Research Centre of the European Commission, represented for the purpose of signing this Memorandum of Understanding by Mr Vladimír Šucha, Director General of the Joint Research Centre, duly entitled to sign, on the one part

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

and

The Cyprus Institute, with the registered address at 20 Konstantinou Kavafi Street, 2121 Aglantzia, Nicosia, Cyprus, represented for the purpose of signing this Memorandum of Understanding by Prof. Costas N. Papanicolas, President of the Cyprus Institute, duly entitled to sign on the other part.

(hereinafter referred to as '**Cyl**')

Hereinafter referred to individually as '**the Side**' or collectively as '**the Sides**'.

INTRODUCTION

As the Commission's in-house science service, the Joint Research Centre's (hereinafter referred to as **'the JRC'**) mission is to provide EU policies with independent, evidence-based scientific and technical support throughout the whole policy cycle. Working in close cooperation with policy Directorates-General, the JRC addresses key societal challenges while stimulating innovation through developing new methods, tools and standards, and sharing its know-how with the Member States, the scientific community and international partners. Key policy areas include: environment and climate change; energy and transport; agriculture and food security; health and consumer protection; information society and digital agenda; safety and security, including nuclear; all supported through a cross-cutting and multi-disciplinary approach.

The Cyprus Institute (Cyl) is a non-profit science and technology research and educational institution operating under the aegis of the Cyprus Research and Educational Foundation (CREF). The principal objectives of CREF are the advancement of knowledge and its humane and benevolent application and the establishment of a new research and educational public-benefit organisation which shall generally promote research and education in Cyprus and abroad and shall aim primarily at benefitting the public interest at large. Formally established in 2005, the Cyprus Institute has created to date three research centres namely the Energy, Environment and Water Research Centre (EEWRC), the Science and Technology in Archaeology Research Centre (STARC) and the Computation-based Science and Technology Research Centre (CaSToRC).

The Sides wish to develop a mutually beneficial cooperation in fields of common interest, recognising strong complementary assets in their scientific and technical expertise and facilities, and being aware of the benefits of sharing the knowledge arising from their fields of competence in advancing science, technology and innovation.

The Sides wish to undertake joint activities of mutual interest in accordance with their specific needs and objectives on the basis of the understanding set out in this Memorandum of Understanding (hereinafter referred to as **'the MoU'**).

IN CONSIDERATION OF THE ABOVE, BOTH SIDES HAVE AGREED TO THE FOLLOWING:

POINT 1 – SUBJECT AND SCOPE OF THE MoU

- 1.1 The aim of the MoU is to establish the basis for future cooperation between the Sides in fields of mutual interest, including but not limited to environment, climate change, energy, water and technological advances and standardization in cultural heritage

preservation. The fields of cooperation will be periodically revisited and be refined and redefined as need. Specific programs of cooperation (protocols) may be drawn up and enacted under this agreement by mutual agreement.

1.2 The instruments of cooperation may include:

- a) Joint identification of issues to be investigated and development of innovative and cost-effective approaches in relation to the areas of mutual interest specified in Article 1.1.
- b) Initiating and maintaining a dialogue on matters related to environment, climate change, energy and water and exploring possibilities for developing research projects of mutual interest in these fields.
- c) Joint participation in the execution of personnel development and training programs.
- d) Jointly establishing training programs in areas of mutual interest.
- e) Exchanging appropriate scientific and technological information, for example, through conducting joint seminars and workshops.
- f) Supporting the training of scientists, engineers and technical experts, for example, through the exchange of personnel.
- g) Harmonising established analytical procedures and promoting these methods to end-users internationally.
- h) Working jointly to develop initiatives for obtaining, financing and implementing the research projects of mutual interest.
- i) Participating in the execution of on-going programs, projects and related activities of mutual interest to the Parties.
- j) Identifying any other action that they deem appropriate to achieve the objectives of this Memorandum of Understanding.

1.3 Each Side 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 3.

1.4 The Sides 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 separate collaboration agreement or avoid the creation of intellectual property.

1.5 The MoU is not intended to create legally binding obligations on the part of any of the Sides, nor any financial obligations. In case the Sides decide to undertake joint activities in any of the scientific subjects identified above, they will, prior to undertaking such

activities, enter into a separate and formal collaboration agreement, covering the technical, legal (including liabilities of each Side and intellectual property rights) and financial aspects of the envisaged collaboration. Such agreement will refer to the present MoU.

POINT 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 Side. The MoU does not represent any commitment with regard to funding on the part of either Side.
- 2.2 Each Side will bear its own costs in connection with the implementation of the MoU. There will be no transfer of money between the Sides in connection with the MoU.

POINT 3 – CONFIDENTIALITY

- 3.1 The Sides undertake to keep confidential any information communicated to them by the other Side (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Side, 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 Side by another party without any confidentiality restrictions. This confidentiality obligation does not apply to information communicated orally unless the Side communicating such information notifies the other Side 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 Side may indicate when communicating information to the other Side 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 Side shall make publicly available or communicate to any third party any confidential information related to or resulting from the implementation of the MoU, without first obtaining a written consent of the other Side on the manner and timing of such publication or communication. Such consent may not be unreasonably withheld.
- 3.4 The two Sides undertake to settle any dispute or difference by mutual agreement.
- 3.5 All obligations under the present Article apply without prejudice to the applicable laws, including without limitation the law governing the right of public access to documents.

POINT 4 – ADMINISTRATIVE PROVISIONS

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

<u>For administrative, scientific and technical questions</u>	<u>For administrative, scientific and technical questions</u>
Ulla Engelmann, Head of Unit JRC, Interinstitutional and Stakeholder Relations Unit European Commission Joint Research Centre	Nicolas Jarraud Scientific Coordinator The Cyprus Institute 20 Konstantinou Kavafi street, Athalassa 2121 Nicosia, Cyprus

- 4.2** A progress report will be submitted to the management of JRC and Cyl on an annual basis, following the enactment of the Agreement.

POINT 5 – DURATION

- 5.1** This MoU will be in effect for a period of 5 (five) years following the date of signature by the last Side. The MoU may be extended or amended only by written agreement signed by the duly authorised representatives of both Sides.
- 5.2** Either Side may terminate the MoU at any time upon three months prior written notice to the other Side.

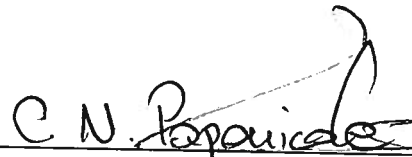
Signed at Brussels, on 22 July 2014, in two originals in the English language.

**FOR THE JOINT RESEARCH CENTRE
OF THE EUROPEAN COMMISSION**

FOR THE CYPRUS INSTITUTE



**Vladimír ŠUCHA
Director General**



**Costas N. PAPANICOLAS
The President**