



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND BIOTECHNOLOGY

AND IILA – ORGANIZZAZIONE INTERNAZIONALE ITALO-LATINO AMERICANA

ON STRENGTHENING COOPERATION WITH LATIN AMERICAN COUNTRIES

This Memorandum of Understanding (hereinafter “MoU”) is entered into between the International Centre for Genetic Engineering and Biotechnology (hereinafter also referred to as “ICGEB”) and the IILA – Organizzazione internazionale Italo-latino americana (hereinafter referred to as “IILA”) and hereinafter also referred individually to as “Party” or jointly to as “the Parties”.

CONSIDERING that the International Centre for Genetic Engineering and Biotechnology is an intergovernmental organisation currently counting more than 60 Member States and operating in Italy pursuant to Law no. 66 of 19 May 2022;

RECOGNIZING that the aim of the ICGEB is to provide the international community with a Centre of excellence for research, training and technology transfer in the field of genetic engineering and biotechnology, supporting its Member States in the progress towards the achievement of the 2030 Sustainable Development Agenda;

TAKING NOTE that the ICGEB, through the activities of its three Components, located in Trieste, New Delhi and Cape Town, provides a scientific and educational environment of the highest standard and conducts innovative research in life sciences for the benefit of developing countries, strengthening the research capability of its Member States, including most of the Latin American Republics that are also members of the IILA;

RECALLING that the IILA is a an intergovernmental organization headquartered in Rome. Its members are Italy and the twenty Republics of Latin America (Argentina, Plurinational State of Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Dominican Republic, Uruguay and the Bolivarian Republic of Venezuela), pursuant to the International Convention signed on 1 June 1966 and entered into force on 11 December of the same year following ratification by the Member States;

CONSIDERING that the IILA represents one of the key instruments for strengthening relations between Italy, Europe and Latin America;

TAKING INTO ACCOUNT that, in the framework of its institutional activities, the IILA carries out cooperation projects in multiple sectors, including the scientific and technological sector, and implements socio-economic, cultural, and technical-scientific initiatives;

DESIRING to enhance mutual collaboration as well as cultural, scientific and operational interaction that may lead to significant improvements of the activities of the two Parties.

HAVE AGREED as follows:

ARTICLE 1

Objective

Both Parties have agreed to promote cooperation with Latin American countries in life science and technology through joined activities aimed at supporting the scientific community.

ARTICLE 2

Implementation of the MoU

1. Implementation of the projects, programmes, events and other activities shall be developed according to the principles of mutuality and equality and detailed with exchange of Implementing Letter(s) that will refer to and complement this MoU.

2. The exchange of the Implementing Letter(s) shall precede any common activities and shall clearly define at least the modalities of participation of each Party, the responsibilities, the duration of the activities, the modalities of financing as well as the budget, the contributions made by each of the Parties and the reporting obligations.

ARTICLE 3

Areas of Cooperation

The Parties shall encourage and promote cooperation in the following areas of mutual interest covered by this MoU as:

- A) application of biotechnology to medicine (drugs and vaccines, genetic and molecular determinants of complex diseases, infectious diseases, immunology);
- B) agriculture (biopesticides, biofertilizers, plant adaptation genetics to biotic and abiotic environmental stress);
- C) energy (production of energy from biological sources);
- D) environmental protection and remediation through biological methods.

ARTICLE 4

Forms of Cooperation

Forms of cooperation in the areas identified under Article 3 of this Memorandum may consist of the following:

- a) promoting cooperation projects, joint research, fellowships and training activities: the ICGEB and the IILA shall identify and promote the implementation of joint research, fellowships and training activities, including the participation of Latin American institutions, and shall facilitate the organization of cooperation projects;
- b) participating in academic conferences and research meetings: the Parties shall also identify topics of common interest in order to jointly conduct, with the participation of Latin American institutions, seminars, workshops, conferences, courses, and other activities within their respective scientific and technological fields;
- c) supporting the exchange of information and technical-scientific documentation through the following mechanisms:
 - establishment of institutional communication channels, by designing the respective contact points for coordinating the activities to be identified;
 - organization of periodic meetings, according to modalities to be agreed between the Parties;
- d) fostering the development of joint educational activities, including the establishment of fellowships for South-South cooperation among Latin American countries members of both Parties;
- e) promoting researchers' and fellows' mobility between ICGEB, IILA and Latin America universities and research institutions.

ARTICLE 5

Requirements of Cooperation

The collaborative activities to be carried out by the Parties, should meet the following requirements:

- a) All collaborative activities must be of high scientific standard and beneficial to the advancement of science and technology;
- b) Each collaborative activity should be significant both from a scientific point of view and as a project for bilateral cooperation;
- c) All collaborative activities arising from the present MoU should be performed on a basis of equality and by mutual consent of the Parties and available financial resources.

ARTICLE 6

Annual review

The ICGEB and the IILA shall annually review and assess the implementation of the MoU together with the developed and implemented projects, programmes and activities in the above identified areas of cooperation.

ARTICLE 7

Intellectual Property Rights

The Parties shall ensure protection of all intellectual property rights created or shared under this MoU as well as related Implementing Letters or other arrangements. As a general principle, intellectual property rights shall remain with the originating Party. Different clauses on intellectual property rights, such as joint property rights or the granting of specific licenses, will be agreed in writing on a case-by-case basis in the project document or related Implementing Letter.

ARTICLE 8

Confidentiality

Both Parties will agree on the limits of confidentiality in the specific Implementing Letters, which might be signed within the framework of this MoU. In addition, and in the event that confidential information is exchanged as a result of the established bonds, the parties agree on the non-disclosure and reserve of the methodological and scientific aspects pointed out as confidential by the parties, while this MoU is in force.

ARTICLE 9

Technical cooperation and funding

1. The present MoU does not constitute any obligation of funds by either Party.

2. The Parties shall specify the detailed scope, activities, and modalities of cooperation within individual Implementing Letters. The Parties agree to collaborate on the design, formulation, and implementation of projects of mutual interest. Any financial commitment shall be subject to the availability of funds and must be expressly agreed upon in writing prior to the commencement of each activity.

ARTICLE 10

Focal Points

The Parties designated as focal point for the implementation of this Memorandum of Understanding:

- for the ICGEB, Dr. Lawrence Banks, Director General, email: directore.general@icgeb.org
- for the IILA, Gianandrea Rossi, email: s.tecnicoscientifica@iila.org

ARTICLE 11
Consultation and Dispute Settlement

1.The Parties agree to consult periodically or at the request of each Party concerning the implementation of this MoU.

2.Any difference or dispute between the Parties derived from the interpretation or implementation of this Memorandum of Understanding, or any document or Implementing Letter or other agreement relating hereto, shall be settled amicably through negotiation between the Parties.

ARTICLE 12
Entry into Force, Duration and Termination

1.This Memorandum of Understanding shall enter into force on the date of the last signature and shall remain in force for a period of five (5) years, renewable in writing for equal terms before its termination, unless either Party declares its willingness to terminate with an anticipation of not less than six (6) months.

2.Either Party may terminate this MoU at any time, by written notice to the other Party. Such termination shall be effective six (6) months after the date of notification.

3.The termination of this MoU shall not affect the implementation of programmes and projects undertaken under this MoU and not yet completed at the time of the termination notice.

ARTICLE 13
Name, Emblem and Seal

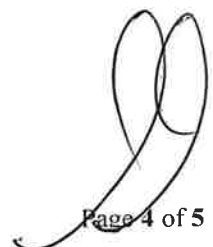
In any activities to be developed in the framework of this MoU and/or its specific Implementing Letters, when relevant, the name, emblem and seal of both institutions shall be used, in accordance with their own rules and regulation unless objected by the concerned Party.

ARTICLE 14
Data protection

By accepting and signing this MoU IILA hereby consents to the collection, holding, storage and processing of personal data eventually provided to the ICGEB, on computer or other relevant filing systems for all purposes and time necessary for the implementation of this MoU in accordance with ICGEB's privacy guidelines.

ARTICLE 15
Privileges and immunities

Nothing in this MoU or relating to this shall be deemed as a waiver, expressed or implied, of any of the privileges and immunities of the ICGEB, its officials and experts as foreseen by virtue of Law no. 66 of 19 May 2022 and applicable international law; nor of the IILA by virtue of the International Convention establishing the Italo-Latin American Institute, ratified by the Italiana Government with law no. 794 of 4 October 1966, and by virtue of the Headquarters Agreement between the Italian Government and the Italo-Latin American Institute, ratified by Italy with law no. 141 of 12 July 2005.



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IN WITNESS WHEREOF the undersigned, duly appointed representatives of the ICGEB and of IILA respectively, have on behalf of the Parties signed the present Memorandum of Understanding.

For ICGEB

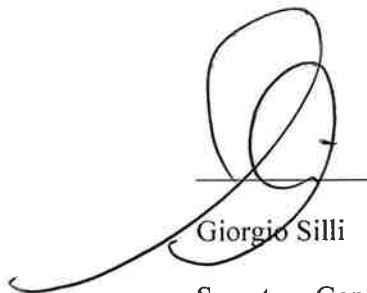


Dr. Lawrence M. Banks,

Director General

Date:

For IILA



Giorgio Silli

Secretary General

Date: