



MEMORANDUM OF UNDERSTANDING

BETWEEN

Khalifa University of Science and Technology, an independent, non-profit co-educational institution established by Law No. (5) for the year 2017 and having its main campus at Al Saada Street, Abu Dhabi, United Arab Emirates, postal address being P.O. Box 127788, Abu Dhabi, UAE (hereinafter referred to as "KU"), represented by Dr. Arif Al Hammadi, Executive Vice President.

AND

THE GENERAL SECTION COMMISSARIATE OF ITALY AT EXPO 2020 DUBAI - hereinafter the "Commissariat" - c / o the Ministry of Foreign Affairs and International Cooperation, Piazzale della Farnesina, 1 00135 Rome
in the person of the Commissioner General, Mr. Paolo Glisenti, in the following "Commissioner"

hereinafter also referred to individually as the "Party" and jointly as the "Parties";

HAVING REGARD to the note dated November 2, 2016, with which the Italian Government communicated to the United Arab Emirates Government the decision to participate in the Universal Exposition of Dubai (hereinafter Expo 2020 Dubai);

GIVEN the decree of the President of the Council of Ministers of Italy of 30 November 2017, registered with the Court of Auditors at no. 16 of 3 January 2018 with which Mr. Paolo Glisenti was appointed as General Section Commissariat for Italy for Expo 2020 Dubai;

CONSIDERING the decree of the President of the Council of Ministers of 29 March 2018, registered with the Court of Auditors at no. 878 of 2 May 2018 with which the General Section Commissariat was established for the Italian participation in Expo 2020 Dubai;

GIVEN the Participation Agreement signed on 19 January 2018 by the Commissioner and the United Arab Emirates Authorities, which defines the terms of the Italian participation in Expo 2020 Dubai;

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CONSIDERING that following the COVID-19 Expo 2020 Dubai pandemic it has been postponed and will take place from 1 October 2021 to 31 March 2022;

GIVEN the Memorandum of Understanding between the Commissariat and the Italian Ministry of Education, University and Research (MIUR) signed on March 5, 2018, for the design of training courses in accordance with the themes of Expo 2020 Dubai and the UN Agenda 2030 for the Sustainable Development and for the involvement of the national school system, universities and research centers with the Italian Pavilion at Expo 2020 Dubai;

CONSIDERING that the purpose of the Universal Expositions is to promote progress on a global level, showing the latest innovations that contribute to improving the social and economic conditions of life of people and the planet;

CONSIDERING that with the general theme "Connecting minds, Creating the future" Expo 2020 Dubai aims to enhance national and international skills and best practices in the field of material and immaterial infrastructures that connect Continents, countries, cities, cultures and communities

CONSIDERING that the General Commissariat for Italy for Expo 2020 Dubai, coordinates and organizes the Italian presence at the Dubai Universal Exposition 2020 and that the theme of Italian participation is "Beauty unites people";

CONSIDERING that the training of skills for global citizenship and sustainable development, the enhancement of innovative, creative and cultural enterprises to generate economic and social growth opportunities, the enhancement of cultural and cognitive skills among the new generations are some of the topics of the participation of Italy in Expo 2020 Dubai;

CONSIDERED that the General Commissariat for Italy for Expo 2020 Dubai intends to promote the wider and more active participation of Italian Universities and research centers on the occasion of Italy's participation in Dubai, for the strengthening of existing networks and for the creation of new opportunities for the exchange of skills and knowledge;

CONSIDERING that the Italian Pavilion at Expo Dubai will be an "Innovation hub" to plan the future around a model of dialogue and active collaboration between peoples and nations, respecting the values of self-determination, competition, innovation and development on issues of common interest between whose aerospace, life sciences, creative industry, health, design, engineering, bioeconomy, energy in the implementation of the UN 2030 Agenda;

CONSIDERING that Khalifa University (KU) is a world-class research-intensive institution, which seamlessly integrates research and education to produce world leaders and critical thinkers in applied science and engineering, and includes three research Institutes, Masdar Institute (MI), the Artificial Intelligence and Intelligent Systems Institute (AIISI) and the Petroleum Institute (PI)

IT IS AGREED WHAT FOLLOWS

Art. 1(Preamble)

The aforementioned premises are to all effects an integral and substantial part of this Memorandum of Understanding.

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Art. 2 (Object)

The Parties, each within its sphere of competence and in compliance with the principles of institutional autonomy, commit themselves to scientific and cultural collaboration, aimed at the planning of joint activities, initiatives and projects to be carried out on the occasion of Italy's participation in Expo 2020 Dubai, also with the aim of enhancing and disseminating training courses on topics of common interest with an innovative character and dedicated to the development of new business models and the training of new skills.

Art. 3 (Implementation of the protocol)

In order to maximize the effectiveness of the interventions, the Parties undertake to:

- collaborate to implement initiatives and partnerships with the network of Italian universities, research centers, companies and start-ups that participate in Expo 2020 Dubai with the Italian Pavilion in the sectors considered strategic and of common interest including, for example, the aerospace, biomedical, health sector, life science, materials science, human and social sciences, creative burns, sustainable energy, protection of biodiversity and the environment, nanosciences and biotechnologies, information technologies.
- promote the exchange of know-how between the countries of the enlarged Mediterranean, the MENA area and in particular in the UAE - also with scholarships, internships, exchange and cooperation programs between students, teachers, researchers and other support systems - by creating the prerequisites for training the skills necessary to operate in a heterogeneous and rapidly expanding cultural context;
- work together in order to create opportunities for connection between events and reciprocal initiatives, helping to spread the themes and challenges of Expo 2020 Dubai and Italian participation, to make the Italian Pavilion at Expo Dubai an opportunity to present a model of 'collaborative entrepreneurship' inspired by ideas, projects and innovation initiatives that integrate skills and applications and generate economic, social, scientific and cultural value;
- identify virtuous and innovative practices, considered strategic, in strict thematic adherence with the subjects covered by this protocol to be enhanced on the occasion of Expo 2020 Dubai also through the organization of conferences, seminars and scientific meetings etc.

In particular, the General Commissariat for Italy for Expo 2020 Dubai undertakes to:

- offer KU full collaboration for the performance of the activities referred to in this Memorandum of Understanding;
- give the maximum dissemination of this Memorandum of Understanding and visibility to events and initiatives promoted jointly, within the framework of this Memorandum of Understanding, without charges to be paid by the Commissariat and in the ways that will be specified and agreed;
- involve KU in the events and initiatives organized by the Commissariat and relating to the subjects covered by this Memorandum of Understanding.

KU is committed to:

- encourage the active participation of its network in events and initiatives organized by the Italian Commissariat in line with the values and themes covered by this Protocol, also through the organization of joint events, appointments, seminars and thematic forums;
- encourage academic and scientific cooperation projects, collaboration agreements with the partner network, universities and research centers of the Italian Pavilion, in particular by promoting twinning and international exchanges.

Art. 4 Coordination Committee

For the realization of the objectives indicated in this Protocol and to allow the planning of the programmed initiatives, a Coordination Committee is established consisting of a representative for each of the Parties who will approve the initiatives provided for in this Protocol and any other useful activity for the same purpose.

The Committee will meet periodically, starting from the date of signing of this Protocol and in any case upon request of the Parties.

For the implementation of specific initiatives, the Parties can evaluate, from time to time and in agreement, the opportunity to enter into operating agreements, always without burdens on the parties and to involve and implement forms of collaboration also with other institutional subjects or with private subjects had regard to the different skills and roles.

The Parties identify, by means of an exchange of notes, their respective contacts, who are entrusted with the coordination function of the initiatives and activities related to this Protocol.

Experts external to the Parties, identified from time to time on the basis of the specific topics dealt with, may also participate in the meetings of the Committee, free of charge.

Art. 5 Methods of Communication

The Parties undertake to give maximum visibility and communication to the activities carried out in compliance with this Protocol on the respective sites and communication tools.

The authorization to use the logos is issued by the Parties in writing, being expressly agreed between the Parties that the lack of approval by the interested Party in this regard does not constitute or can be understood as a form of silent consent.

Art.6 Further provisions

This Collaboration Agreement does not imply for any direct economic burden and / or commitment borne by the Contracting Parties, which undertake to collaborate by carrying out the activities and initiatives already envisaged within their respective competences. Each Party will bear the respective costs and charges (including travel and travel) necessary for the implementation of the initiatives listed in this agreement.

The Parties with a separate Agreement will define the contents and methods of participation and communication relating to KU within the Italian Pavilion, or on the means and tools of disclosure activated by the Commissariat as part of the Italian participation in Expo 2020 Dubai.

Art. 7 Duration and changes

This Protocol is valid from the date of subscription until the end of Expo 2020 Dubai.

During the period of validity of the Protocol, the parties reserve the right to modify or integrate it with the same methods used for the stipulation.

Art. 8 Applicable law and jurisdiction

This MOU shall be governed by and be interpreted in accordance with the laws of the United Arab Emirates without regard to conflict of laws rules.

In the event of a dispute between the Parties arising out of or relating to this MOU, representatives of the Parties shall, within fifteen (15) days of service of a written notice from either Party to the other Party (a "Disputes Notice"), hold a meeting (a "Disputes Meeting") in an effort to resolve the dispute. In the absence of agreement to the contrary, the Disputes Meeting shall be held at the head office of KU.

Each Party shall use all reasonable endeavours to send a representative who has authority to settle the dispute to the Disputes Meeting.

Art.9 CONFIDENTIAL INFORMATION

For a period of five (5) years from the date of termination or expiration of this Agreement or the disclosure of Confidential Information, whichever the later, each Party shall consider as confidential, and shall maintain the confidentiality of the terms and conditions of this Agreement as well as all information or data of any nature (Information) provided to it by the other Party hereto, whether or not such Information contains a conspicuous marking identifying it as confidential or proprietary.

Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no breach of this Art 9, or has been previously independently developed by the receiving Party.

This MOU shall not prevent any disclosure of Information pursuant to applicable law or regulation and in compliance with a judicial or regulatory order, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure. All Information provided by any Party to the other hereunder shall be used solely for the purpose for which it is supplied.

Art.10 Intellectual Property Rights

Nothing in the MoU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in paragraph 2 below.

In the event that the Parties foresee that intellectual property that can be protected will be created in relation to a particular activity or project to be carried out under this MoU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument or agreement concluded.

Read, approved and undersigned



The Executive Vice-President of Khalifa University of Science and Technology
Dr. Arif Al-Hammadi

The Commissioner for Expo 2020 Dubai
Dr. Paolo Glisenti
Documento firmato da:
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19.11.2020 00:26:44 UTC

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