



The Abdus Salam
International Centre
for Theoretical Physics



ICRANet

FRAMEWORK AGREEMENT

BETWEEN

THE ABDUS SALAM INTERNATIONAL CENTRE FOR THEORETICAL PHYSICS

AND

INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS NETWORK

The Abdus Salam International Centre for Theoretical Physics (ICTP) a category 1 United Nations Educational, Scientific and Cultural Organization (UNESCO) institute, operating under the tripartite agreement between the Italian Government, the International Atomic Energy Agency (IAEA) and UNESCO, with its registered office in Trieste, Strada Costiera, 11-34151, ITALY, Italian Fiscal Code 80033730328, www.ictp.it, email director@ictp.it, and which has as its legal representative Director Prof. F. Quevedo,

AND

The International Center for Relativistic Astrophysics Network (hereinafter referred to as ICRANet), based in Pescara, Piazza della Repubblica 10 (C.F. 91080720682), represented by its legal Representative, the Director, Prof. Remo Ruffini, domiciled for his position at ICRANet Headquarters,

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

PROVIDED THAT

- ICTP's mission is to: Foster the growth of advanced studies and research in physical and mathematical sciences, especially in support of excellence in developing countries; Develop high-level scientific programmes keeping in mind the needs of developing countries, and provide an international forum of scientific contact for scientists from all countries; Conduct research at the highest international standards and maintain a conducive environment of scientific inquiry for the entire ICTP community;

- ICRANet, pursuant to Law n.31 of February 10, 2005 published in the G.U. 53 of 5 March 2005, is a research organization having legal personality under public international law, whose Founding Members, in addition to the Republic of Armenia, the Republic of Italy and the Vatican City State are the University of Arizona and Stanford in the U.S. and ICRA in Italy; on September 12, 2005 also the Federal Republic of Brazil has been accepted as a member of ICRANet;
- ICRANet, in accordance with the Annual Scientific Program developed by the Scientific Committee and approved by the Steering Committee, promotes and develops research activity at national and international level in the field of relativistic astrophysics and the study of fundamental physical interactions, with applications in observations and in experiments developed in Space, on Earth and in underground laboratories, and also promotes technology development as well as cooperation and exchanges in these areas with national and international scientific institutions;
- the Strategic Vision Document and the Annual Plan of ICRANet in force provide a strategic commitment of ICRANet in the fields of relativistic astrophysics and of fundamental physics, as well as in research and development activity which is essential to maintaining excellence at international level;
- the ICRANet, pursuant to article 3, paragraph i) of its Statute may enter into agreements and conventions;
- ICTP and ICRANet intend to promote effective technical and scientific cooperation, also at international level, for data analysis, their theoretical interpretation and the proposition of space missions;
- ICTP and ICRANet intend to collaborate through the development of a data analysis center within ICRANet in the framework of the program Open Universe, under the patronage of UNOOSA;
- ICTP and ICRANet are interested to activate a cooperation which ensures multi-year stability to the research activity in the field of relativistic astrophysics, exploration and

observation of the universe from underground, the ground and space, finding means of coordination for better implementation of national and international scientific programs of common interest;

IT IS HEREBY AGREED WHAT FOLLOWS

ART. 1

(Preambles)

1.1 Preambles represent an essential and significant part of this Framework Agreement.

ART. 2

(Joint activities)

2.1 On the basis of binding international commitments made by the national planning as in the preamble, ICTP and ICRANet activate synergies for the performance of their duties and for the implementation of activities related to projects of common interest in the field of relativistic astrophysics and physics of fundamental interactions, with the aim of increasing their respective value.

2.2 The activities mentioned in the present Framework Agreement will not result in supplementary charges for ICTP and ICRANet. Each party shall bear the expenses related to the use of its resources, to the staff and facilities that provides within the activities referred to in this Framework Agreement.

ART. 3

(Implementation Agreement)

3.1 ICTP and ICRANet establish, through specific implementation agreements, operational plans for implementing the program.

3.2 The implementation agreements establish the ways of collaboration, human resources, equipment and financial resources made available to each other.

ART. 4
(Liability)

4.1 Each party is exempted from any liability arising from work relations established by the other part within the activities referred to in this Framework Agreement.

4.2 Each party agrees to indemnify the other Party from any claim that may result from the implementation of this Agreement and its additional implementation agreements, and in particular from those that may arise from its own staff or by persons in contact with it.

4.3 The implementation agreements define the specific guarantees that the parties will have to provide because of the activity regulated by them.

ART. 5
(Coordination)

5.1 Each party will assign a Representative who is to have the operational responsibility for fulfilling and overseeing the terms of this MoU. On the part of ICTP: Prof. Sandro Scandolo, phone: +39 040 2240 209, e-mail: scandolo@ictp.it. On the part of ICRANet: Prof. Jorge Armando Rueda Hernández, phone: +39 328 1245442, e-mail: jorge.rueda@icra.it

5.2 The two Representatives, assisted by the staff responsible for these matters both at ICTP and ICRANet:

- organize the coordination and scheduling of activities of common interest to be submitted to the approval by the ICTP Directorate and by the Steering Committee of ICRANet;
- act for the implementation of a regular exchange of information and news on the activities of mutual interest in national and international contest;
- propose appropriate measures for the coordination of activities of mutual interest;
- prepare joint initiatives for the advertising, scientific exploitation and publication of the results of joint programs.

5.3 The proposals promoted by the Representatives, pursuant to the previous paragraph 5.2 and approved by ICTP and ICRANet, may be part of the agreements referred to in article 3, subject to the approval of the ICTP Directorate and of the ICRANet Steering Committee.

ART. 6

(Results)

6.1 Each Party shall remain the owner of all knowledge acquired before the entry into force of this Framework Agreement and declares the specific existence in relation to the specific topic of each implementing Agreement.

6.2 The property rights and the regulation of the rights of industrial exploitation of all the results obtained and/ or made are defined in the implementation agreements, on the basis of the contribution provided by each Party.

6.3 Being the scientific results of the activities included in this Framework Agreement a result of joint activity, they will be commonly owned by the Parties and will be made available to the scientific community through publications in professional journals and other distribution channels, also in accordance with the regulations of any possible Agreement for national and international collaboration.

6.4 In case of publications related to the activity indicated in these agreements of implementation, the Parties mutually undertake to involve the staff of the other party interested in participating actively in the creation of the publication itself, even after the expiry of each implementing Agreement.

6.5 The Representatives of each implementing Agreement, appointed by the parties, undertake themselves to a prompt and mutual exchange of information and documentation also in order to identify any possible patents and publications, both scientific and instructive, and every other form of divulgation of the technical and scientific results of the agreement itself.

ART. 7

(Use of the Name, Acronyms or Official Logo of ICTP and UNESCO)

7. 1 Unless authorized in writing by the ICTP and UNESCO, in conformity with its rules and regulations concerning the use of the name and logo, the Partner shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes.

ART. 8

(Privileges and Immunities of ICTP and ICRANet)

8.1 Nothing in connection with this Agreement shall be construed as a waiver of any right and/or privilege that the ICTP and UNESCO enjoy under: (i) the Agreement between the ICTP and the Italian Republic; ii) the Tripartite Agreement establishing the ICTP; (iii) any other customary rule of international law or other rule.

8. 2 Moreover, nothing that is contained in this Agreement or related to it may grant any privilege or immunity to the other Parties of this contract nor their respective officials.

8.3 Nothing in connection with this Agreement shall be construed as a waiver of any right and/or privilege that ICRANet enjoys under the agreement between ICRANet and the Italian Republic.

ART. 9

(Duration)

9.1 The Present Framework Agreement has a term of five years from the date of signing, and may be renewed by an exchange of notes between the Parties prior to its expiry, for a further period of five years, subject to the approval of the competent Authority of each Party.

9.2 The Framework Agreement may be modified at any time by written agreement between the Parties, after approval by the competent Authorities of each Party.

ART. 10
(Termination)

10.1 Each Party may terminate this Agreement at any time by a registered letter notice with return receipt, to be sent to the other Party at least 60 prior the date of Termination.

ART. 11
(Privacy)

11.1 The information that the Parties will mutually exchange must be considered as confidential, they cannot be disclosed to third parties for any reason, without the express consent of the other Party or if required by Law.

ART. 12
(Applicable Regulations)

12.1 The activities referred to in this Framework Agreement shall be regulated, where not explicitly provided, by the international rules.

ART. 13
(Dispute)

13.1 Any dispute arising from the interpretation and/or application of this Framework Agreement and /or the implementation Agreements will be solved by an arbitral committee composed of three members appointed one by each party and the third one by mutual agreement or, failing that, by arbitration in accordance with the UNCITRAL rules in force on the date in which the dispute arises.

ART. 14
(Information and data processing)

14.1 In accordance with the provisions of Legislative Decree n.30 June 2003, N. 196, the Parties declare that they have been informed about the terms and purposes of use of personal data in automated processing or data on hard copy for the purposes of implementation of

this Framework Agreement. The parties declare also that the data provided with this Framework Agreement are correct and correspond to the truth, relieve each other from any and all liability for mistakes or compiling errors resulting from a wrong attribution of such data in the electronic or paper archives.

14.2 Pursuant to Legislative Decree n.196/2003, this processing of data will be characterized by correctness, lawfulness and transparency and in compliance with safety standards.

14.3 The implementation agreements expect specific conditions for implementing the requirements of this article.

ART. 15

(Final provisions)

15.1 This Framework Agreement is edited in two originals and is subject to registration only in case of use by and at the expense of the party concerned.



ICTP

The Director

Prof. Fernando Quevedo



ICRANet

The Director

Prof. Remo Ruffini

8/8 / 2019