

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF EDUCATION, SCIENCE AND SPORT OF
THE REPUBLIC OF SLOVENIA
AND
THE MINISTRY OF EDUCATION, UNIVERSITY AND RESEARCH OF THE
ITALIAN REPUBLIC
ON COOPERATION IN THE FIELDS OF HIGH PERFORMANCE
COMPUTING**

The Ministry of Education, Science and Sport of the Republic of Slovenia and the Ministry of Education, University and Research of the Italian Republic (hereinafter referred to as the "Parties"):

Based on the Agreement between the Government of the Republic of Slovenia and the Government of the Italian Republic on Scientific and Technological Co-operation, signed in Ljubljana on 4 February 1998;

Based on Council Regulation (EU) 2018/1488 of 28 September 2018 establishing the European High Performance Computing Joint Undertaking (EuroHPC JU);

Considering the economic, social and sustainable development call for the supportive role of science and technology advancement and innovation for both countries;

Sharing an interest in further development and deepening of bilateral cooperation in science, technology and innovation;

Recognizing that this form of cooperation contributes to friendship and mutual understanding between both countries;

Hereby agree upon the following:

**Article 1
General Provisions**

In order to further the scientific and technological cooperation on the basis of equal partnership and mutual benefit in the fields of High Performance Computing (HPC), distributed and hyper scaling high-throughput computing, Big Data, computing grid middleware and infrastructures, open science data repositories and related network, storage, system management, provisioning and monitoring of related services, semiconductors research and microprocessor development in support of science, technology and innovation in both countries, the Parties intend to develop common activities of national and joined infrastructures, competence centres, research, development and innovation projects and initiatives in the national, bi-lateral and European context within EuroHPC and related or similar funding and development programmes to strengthen the bi-lateral collaboration and excellence on European level and globally.

Article 2
Areas of Cooperation

1. The Parties agree that the bilateral scientific and technological cooperation in the areas stated above represents a common interest of the Parties in alignment with the scientific and technological priorities in both countries as well as common S3 areas (industry, health, food, circular economy, tourism, mobility, smart cities and smart communities) and other common strategic areas (environmental protection, climate, materials modelling, quantum computing, etc.).
2. The Parties agree that practical and mutually beneficial cooperation between the two countries is not limited to the above-mentioned fields and may be expanded to any field where the underlying technologies, competences and infrastructures are of benefit to both countries, their research and infrastructure communities and citizens in general.

Article 3
Forms of Cooperation

1. The Parties recognize that the development of common activities and actions in consensus building, awareness and outreach, education and training, skill and professional development, research and innovation, sharing access of the digital infrastructure, provide value and novel opportunities for European citizens, economic and industrial operators, researchers, with particular attention to the Adriatic-Ionian macro-region, existing synergies in the regional industrial development and cross-border collaboration as well as effective collaboration in the context of existing European and international projects and infrastructures and inter-regional collaboration between Slovenia and Italy.
2. The Parties shall cooperate through the following possible activities:
 - sharing of access to digital infrastructure and establishment of partnerships for digital infrastructure development;
 - joint research and innovation projects and actions;
 - research exchange programs;
 - support for research groups with common activities or projects;
 - capacity enhancement to attract funds and resources from third parties for the respective members at national and/or international level;
 - training, dissemination and outreach activities;
 - other activities deemed to be of mutual interest and agreed upon by both Parties.
3. Specific forms of cooperation shall be subject to decisions made by project contractors after consultations in both countries.

Article 4
Guarantee Mechanism

A Joint Slovenian-Italian HPC Committee is established to coordinate activities in the areas laid down in Article 2 with the aim of facilitating mutually beneficial cooperation as described in this Memorandum of Understanding.

Article 5
Financial Provisions

1. The present Memorandum of Understanding does not bind any economic or financial commitment between the Parties.
2. International or third party funds will be managed according with the funding regulations established by the granting entities.

Article 6
Implementation

1. The implementation of the activities and commitments stemming from this MoU may be carried out by entities and/or consortia supervised by the Parties.

Article 7
Protection of Intellectual Property

Intellectual property of cooperation achievements under this Memorandum shall be protected according to both national and international legal provisions that are in force in both countries of the Parties. Project contractors in both countries shall consult each other before jointly deciding on the utilization, exploitation and distribution of the intellectual property in accordance with the Slovenian and Italian relevant legislations as well as applicable international law and the obligations arising from Slovenia's and Italy's membership of the European Union.

Article 8
Amendments

This Memorandum may be amended at any time by the mutual written consent of the Parties. The amendments shall enter into force in accordance with Article 8, paragraph 1.

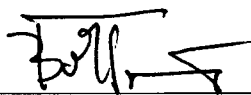
Article 9
Final Provisions

1. This Memorandum shall enter into force on the thirtieth day after its signature and shall be valid until 15 March 2022.

2. Either Party may terminate this Memorandum any time by giving three months written notice to the other Party. Termination of this Memorandum or any amendment thereto shall not affect the completion of any ongoing, not fully-concluded activities at the time of such termination or amendment.
3. The validity of this Memorandum may be extended at any time by the mutual written consent of the Parties.
4. Any dispute about the interpretation or implementation of this Memorandum shall be resolved by consultations between the Parties.

Done in Ljubljana on 22 March 2019 in two original copies in the English language.

On behalf of
the Ministry of Education, Science and
Sport of the Republic of Slovenia
Director General of Science Directorate
(dr. Tomaž Boh)



On behalf of
the Ministry of Education, University and
Research of the Italian Republic
Head of Department of Higher Education
and Research
(Giuseppe Valditara)