



Digital Europe Programme (DIGITAL)

LAIcyInnCal - Launching of Ai&Cyber Innovation in Calabria
European Digital Innovation Hub

MEMORANDUM OF UNDERSTANDING
AND NON-DISCLOSURE AGREEMENT (MoU & NDA)

THIS AGREEMENT [here in after the Agreement] is entered into force on 19 February 2022 by and between:

1. **University of Calabria**, having its registered office in Via P. Bucci, Rende (CS), 87036, Italy, hereinafter referred to as **UNICAL**;

AND

2. Direzione Regionale Musei Calabria, having its registered office or based in Cosenza, Palazzo Arnone in via G. V. Gravina, 87100 Cosenza, Italy C.F. 98108420781, represented by Dr. Filippo Demma, born in Caserta on 7/8/1971 and residing in Salerno, via Bastioni, 41, C.F. DMMFPP71L08B963G, hereinafter referred to as **DRM Calabria**

Individually referred to as a "Party" or collectively as the "Parties".

GIVEN the legislative decree of 22 January 2004, n. 42, and subsequent amendments and additions, containing the "Code of cultural heritage and landscape pursuant to article 10 of the law of 6 July 2002, n. 137"; in particular:

- article 6, paragraph 1, which defines the enhancement of cultural heritage as a set of activities aimed at promoting knowledge and ensuring the best conditions for public use and enjoyment of the heritage, to be implemented in forms compatible with the protection and in such a way as not to jeopardize it. needs;
- article 111 according to which the enhancement of cultural assets and enhancement activities consist in the establishment and stable organization of resources, structures or networks, or in the provision of technical skills or financial or instrumental resources, aimed at the exercise of functions and to the pursuit of the purposes indicated in article 6, providing for the contribution of private subjects and prescribing that the valorisation on public initiative in the form of the principles of freedom of participation, plurality of subjects, continuity of operation, equal treatment, cost-effectiveness and transparency management while the enhancement by private initiative is a socially useful activity and its purpose of social solidarity is recognized;
- that Article 112, paragraph 4, of the Code of Cultural Heritage and Landscape provides that the Ministry stipulates agreements with the local authorities to define common enhancement strategies and objectives as well as to draw up strategic plans for cultural development and programs relating to cultural heritage of public relevance, including shows and exhibitions
- Article 118 according to which the Ministry for Cultural Heritage and Activities and for Tourism (today the Ministry of Culture, here in after MiC) can enhance the cultural heritage of its territory through the collaboration and promotion of study and research also jointly with universities and other research institutions operating on the national territory;
- art. 119 according to which the for Cultural Heritage and Activities and for Tourism (today MiC) can conclude agreements with the Ministries of public education, universities and research, the regions and other interested territorial public bodies, to spread knowledge cultural heritage and promote its use;

GIVEN art. 15 of Law no. 241 of 7/8/1990, which provides for multiple forms of collaboration between the Institutes of the Ministry and the Universities regarding the cataloging, conservation, knowledge, research and enhancement of cultural heritage in compliance with their respective institutional tasks;

GIVEN the DPCM 29 August 2014, n. 171, containing the "Organization Regulations of the Ministry of Cultural Heritage and Activities and Tourism, of the offices of the direct collaboration of the Minister and of the



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independent Performance Assessment Body, pursuant to article 16, paragraph 4 of the D.L. 24 April 2014, n. 66, converted, with amendments, by Law no. 89";

GIVEN the establishment of the Calabria museum complex as per the aforementioned Prime Ministerial Decree n.171 of 29 August 2014;

HAVING REGARD to the ministerial decree of 27 November 2014, containing the "Organization of the non-general managerial offices of the Ministry of Cultural Heritage and Activities and Tourism";

GIVEN the ministerial decree of 23 December 2014, on the "Organization and functioning of state museums", and subsequent amendments;

GIVEN the ministerial decree of 23 January 2016, n. 43, containing "Amendments to the Ministerial Decree of 23 December 2014", and in particular art. 1, paragraph h, n. 11, which transferred new institutes and places of culture to the regional directorate of Calabria;

CONSIDERING that the Direzione Regionale Musei Calabria is competent on the following sites and places of culture: 1. Chiesa di San Francesco d'Assisi - Gerace (Rc); 2. Galleria Nazionale di Cosenza; 3. La Cattolica - Stilo (Rc); 4. Le Castella - Isola di Capo Rizzuto (Kr); 5. Museo e Parco Archeologico "Archeoderi" - Bova Marina (Rc); 6. Museo Archeologico Metauros - Gioia Tauro (Rc); 7. Museo Archeologico Nazionale "Vito Capialbi" - Vibo Valentia; 8. Museo Archeologico Nazionale di Crotona; 9. Museo e Parco Archeologico dell'antica Kaulon - Monasterace (Rc); 10. Museo Archeologico Lametino - Lamezia Terme (Cz); 11. Museo e Parco Archeologico Nazionale di Capo Colonna - Crotona; 12. Museo e Parco Archeologico Nazionale di Locri (Rc); 13. Museo e Parco Archeologico Nazionale di Scolacium - Borgia (Cz); 14. Museo Statale di Mileto (Vv);

GIVEN the decree n. 169 of 2 December 2019, concerning the new "Organization Regulations of the Ministry for Cultural Heritage and Activities and Tourism, the offices of direct collaboration with the Minister and the independent Performance Assessment Body" which came into force on 5 February 2020 and with it, among other things, this Institute has undergone the change of the name passing from "Polo" to "Regional Directorate of Museums Calabria";

HAVING REGARD to Article 15 of the Prime Minister's Decree of 2 December 2019 no. 169, which assigns functions and tasks to the Directorate General for Education, Research and Cultural Institutes;

GIVEN art. 6, paragraph 1 of Legislative Decree 1 March 2021, n. 22, containing "Urgent provisions regarding the reorganization of the powers of the Ministries", by which the "Ministry of Cultural Heritage and Activities and Tourism" is named the "Ministry of Culture";

GIVEN the Code of Ethics of the Ministry for Cultural Heritage and Activities;

HAVING REGARD to the renewal of the Delegation to Dr. Filippo Demma, (Rep. Decreto 163 of 17.02.2022);

GIVEN THAT

-the Ministry of Culture carries out the functions regarding the protection and conservation of the cultural heritage;

- The Direzione Regionale Musei Calabria coordinates and promotes state museums at a regional level, favoring the creation of integrated services and guaranteeing uniform levels of quality;

- based on the Statutes decreed with rep. 862 of 3 December 2020 and rep. 13 of 12 January 2021, the museums, archaeological parks and places of culture belonging to the Direzione Regionale Musei Calabria are permanent, non-profit institutions at the service of society and its development, and open to the public, carry out research concerning material and immaterial of humanity and its environment; they acquire them, keep them, communicate them and, above all, exhibit them for the purposes of study, education and pleasure";

- cultural heritage education is one of the primary objectives of the Management, in implementation of Article 9 of the Constitution "The Republic promotes the development of culture and scientific and technical



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research. Protects the landscape and the historical and artistic heritage of the nation ';

- within the sphere of its competences, the Direction plans, directs, coordinates and monitors all the activities of management, protection, conservation and enhancement of the cultural heritage of its competence;
- the Management has the mission of conserving and enhancing its collections in order to contribute to the safeguarding of cultural heritage, also through the search for cutting-edge exhibition methods and in full compliance with the quality standards dictated by the superior Ministry
- within the scope of its competences, the Regional Direction, having consulted the competent General Directorates of Museums and Education and Research for the due opinion, stipulates agreements with public and private entities and bodies, aimed at the conception and implementation of study, research and enhancement projects of the cultural heritage present in the area, with particular regard to relations with the State, with the Province, with the Municipalities and with the reference University;
- Universities and their branches have specific skills in the objectives set out in the Convention and carry out research programs and projects aimed at expanding knowledge, training new skills, promoting and enhancing research results and in particular they declare to carry out on the open market less than 20 per cent of the activities affected by the Cooperation "(art. 5, co. 6 °, legislative decree n. 50 of 2016);

WHEREAS

-UNICAL is the coordinator of the project proposal ***LAIcY InnCal - Launching of Ai&Cyber Innovation in Calabria*** (hereinafter referred to as the "Project") that will be submitted to the restricted European call for proposal DIGITAL-2021-EDIH-01 - *European Digital Innovation Hubs* (hereinafter referred to as the "Call") under the DIGITAL EUROPE Programme;

- the Call aims to fund a European network of Digital Innovation Hubs (EDIHs). Each EDIH will function as one-stop shops that help companies dynamically respond to the digital challenges and become more competitive;
- the Project has been already selected from the Italian Ministry for Economic Development under the national expression of interest call of 17 August 2020 (Ministry note n. 27734 of 23.12.2020) and will be financed, in case of positive assessment by the European Commission through the mentioned restricted Call, by the Italian Ministry for Economic Development (at 50% of the eligible costs) and by the European Commission (at 50% of the eligible costs);
- the Project, with a duration of three years, intends to create a Digital Innovation Hub located in Calabria focused on two advanced technologies: Artificial Intelligence (AI) and Cybersecurity (CS) that will provide the following services: (i) testing and development, (ii) training and development of advanced digital skills, (iii) financing advice, (iv) development of innovation networks and ecosystems;
- the Parties consider the achievement of the Call objectives to be consistent with their institutional mission;
- ***DRM Calabria*** acknowledges that in case of a positive evaluation of the Project, the Grant Agreement will be signed only by the partners of the Consortium applying to the Call and ***DRM Calabria*** will be included in the Consortium Agreement as an Associated Partner;
- The Parties acknowledge that a Party may a tiny time wish to stop its involvement in the preparation of the Proposal and the preparation and negotiation of the Consortium Agreement and no longer sign or accede to the Consortium Agreement;
- For the purpose of the submission of the Project and for the preparation and negotiation of a Consortium Agreement, the Parties intend to disclose information to each other, which they wish



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to keep confidential.

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THE PARTIES AGREE AS FOLLOWS:

1. General Purpose

1.1. The purpose of this MoU & NDA is to define among the Parties the widest possible spaces of collaboration and synergies for the provision of services, referred to in point 4 in the premises, companies and public administrations operating in Calabria for the competitiveness and digital innovation and technology transfer in the fields of Artificial Intelligence and Computer Security.

2. Commitments of the Parties

2.1. **DRM Calabria** and the Consortium undertake to cooperate within the framework of the project LAiCy InnCal for the delivery of the following services: testing and development, training and development of advanced digital skills, development of innovation networks and ecosystems.

2.2. The Parties shall make themselves available to identify further joint actions also through subsequent supplementary acts of this MoU & NDA

3. Negotiations of the Consortium Agreement

3.1. Provided that the Project has a positive evaluation and the Consortium is invited to sign the Grant Agreement with the European Commission, the Parties will conclude a Consortium Agreement before the signature of the Grant Agreement. The conclusion of such agreement is dependent on mutual consent and must be reduced to written form.

3.2. The Parties agree that UNICAL shall be responsible for conducting the negotiations for eseeunder clause 3.1. of this MoU & NDA.

4. Confidentiality Agreement

4.1. For the purpose of this agreement "Confidential Information" shall mean any and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to the other including, but not limited to any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how. Oral information shall be recorded in writing by the Party disclosing it within seven (7) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential.

4.2. For the purpose of this agreement "the Recipient" shall mean the Party receiving the Confidential Information disclosed by the other Party.

4.3. Each Party intends to disclose Confidential Information to the other Party in the framework of the **Call DIGITAL-2021-EDIH-01 - European Digital Innovation Hubs** for (i) the preparation and submission of the Project proposal LAiCy InnCal and (ii) preparation, negotiation and conclusion of a Consortium Agreement. Nothing in this agreement shall be regarded as compelling a Party to disclose any Confidential Information.

4.4. The Recipient shall:

- i. undertake to keep the Confidential Information confidential and not to disclose it nor to permit the disclosure of it to any third party, except in accordance with clause 4.7. of this agreement, and not to make it available to the public or accessible in any way, except with the prior written consent of the Party disclosing it;
- ii. undertake to use the Confidential Information solely for the Purpose of this agreement and not to



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make any other use, whether commercial or non-commercial, without the prior written consent of the Party disclosing it.

4.5. The obligations specified in clause 4.4. above shall not apply in the following cases:

- i. the Confidential Information was known to the Recipient prior to the time of its receipt pursuant to this agreement otherwise than as a result of the Recipient's breach of any legal obligation; or
- ii. the Confidential Information is in the public domain at the time of disclosure by the Party to the Recipient or thereafter enters the public domain without any breach of the terms of this agreement; or
- iii. the Confidential Information becomes known to the Recipient through disclosure by sources, other than the Party disclosing it, having the legal right to disclose such Confidential Information; or
- iv. the Recipient proves the Confidential Information has been developed independently by its employees, who had no access to any of the Confidential Information disclosed by the Party disclosing it to the Recipient.

4.6. The Recipient shall limit and control any copies and reproductions of the Confidential Information. The Recipient shall return all records or copies of the Confidential Information at the request of the other Party and at the latest on termination of this agreement. This shall not apply to Confidential Information or copies thereof which must be stored by the Recipient according to mandatory law, provided that such Confidential Information or copies thereof shall be subject for a period of five (5) years after the date of expiry or termination or withdrawal under the confidentiality obligation.

4.7. The Recipient undertakes to disclose the Confidential Information only to its employees who:

- i. reasonably need to receive the Confidential Information for the purpose of the present agreement; and
- ii. have been informed by the Recipient of the confidential nature of the Confidential Information and of the terms of the present agreement; and
- iii. have been advised of and agree to be bound by equivalent obligations to those in the present agreement.

4.8. All Confidential Information shall remain the exclusive property of each Party as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

5. Intellectual Property Rights

The Parties acknowledge that nothing in this MoU & NDA shall affect ownership of any intellectual property rights.

6. Miscellaneous

6.1. This MoU & NDA shall run from the date of its signature until 31/12/2025, the expected date of the conclusion of the LAiCy InnCal Project, unless project extensions, and shall be considered as a collaboration agreement between the Parties that will not involve any financial outlay for any of it.

6.2. All the clauses of this Agreement are intended to be legally binding.

6.3. A Party may at any time withdraw from the Project and terminate its involvement in the activities set out in this MoU & NDA. Such termination shall be done in writing to all other Parties.

6.4. Any dispute that might arise concerning this MoU & NDA shall be settled amicably. If this is not possible, the Parties hereby submit any dispute relating to the exclusive jurisdiction of the **Court of Cosenza (Italy)**.



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6.5. This MoU &NDA shall be governed by and construed in accordance with the laws of **Italy**.

6.6. Each Party shall cover its own costs related to the preparation and submission of the Project Proposal, as well as the preparation, negotiation and conclusion of the Consortium Agreement.

6.7. The obligation of confidentiality also persists in relation to recordings and copies of the information for a period of five (5) years.

6.8. The non-disclosure obligations do not apply in cases the sharing of confidential information is prescribed by a Judicial or Administrative Authority in compliance or by laws or regulations.

6.9. Any adaptation or modification concerning the MOU&NDA shall be accepted by UNICAL only with the prior written agreement of all the Parties, signed by all Parties”.

IN WITNESS WHERE OF, the Parties here to have caused this Memorandum of Understanding and Non-Disclosure Agreement to be executed as of the date stated below.

FOR **University of Calabria**

Nicola Leone, Rector

Done at Rende on 18.02.2022

FOR **Direzione regionale musei Calabria**

Dr. Filippo Demma,

Done at Cosenza (digitally signed) on