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Teramo, li

2 LUG. 2010

G. CAPORALE

Registered mail

Progetti Speciali e Partecipazioni

5914

Institute of Comparative
Medicine
Faculty of Veterinary Medicine
University of Glasgow
464 Bearsden Road
Glasgow G61 1QH
SCOTLAND, UK

F.a.o. Dr Maria McPhillis

SUBJECT : C. 6. memorandum of understanding

Dear Dr. McPhillis,

Please find enclosed one copy, duly signed, of memorandum of understanding between the University of Glasgow and the Istituto Zooprofilattico Sperimentale dell'Abruzzo e del Molise "G. Caporale".

Kind regards.

Vincenzo Caporale
DIRECTOR

MS/add

Enclosure: **1**

MEMORANDUM OF UNDERSTANDING

between

**THE UNIVERSITY COURT OF
THE UNIVERSITY OF GLASGOW**



**UNIVERSITY
of
GLASGOW**

and

ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELL'ABRUZZO E MOLISE

Affirming the significance and importance of cooperation in the pursuit of research excellence and the awareness by each institution of its interest in a need for establishing and maintaining a Strategic Scientific Alliance.

With respect to

COLLABORATIVE RESEARCH

**PROFESSOR VINCENZO CAPORALE, DIRECTOR, ISTITUTO ZOOPROFILATTICO
SPERIMENTALE DELL'ABRUZZO E MOLISE**

And

**PROFESSOR STUART REID, DEAN OF THE FACULTY OF VETERINARY MEDICINE
UNIVERSITY OF GLASGOW, AND ACTING ON BEHALF OF THE PRINCIPAL
PROFESSOR ANTON MUSCATELLI**

Agree as follows:

1. General Objectives

- To build on existing links between the University (GU) and the Research Institute (IZSA&M)
- To identify the major scientific areas, disciplines or topics of respective or mutual interest, in which collaborative activity can be most productively channelled, supported and developed;
- To exchange information and documentation, which will be of value to each institution in identifying areas of mutual interest and in assisting participants in this exchange;
- To seek new funding opportunities that might be attracted by the collaborative venture;
- To facilitate the exchange of scientists on informal or professional visits and the exchange of visiting scientists for research, bearing in mind that, in all cases, the exchange of scientists will accord with regulations existing in each institution, and will be examined by each partner on an individual basis.

2. Research Objectives

- To promote the advancement of science, technology and human learning through the undertaking of collaborative research on topics of mutual interest and expertise;
- To stimulate formal and informal contacts between researchers in the two institutions.

- To encourage researchers in each organisation to seek funding for the support of collaborative research;
3. Communication Objectives
- To improve research communications through the exchange of publications, documents and materials.
 - For the purpose of coordinating correspondence and projects, participants will normally communicate with a counterpart in the institution, where cooperative research or teaching occurs. Correspondence should be directed to the specific staff member designated below as responsible for each institution's aspects of the agreement.

At the Istituto Zooprofilattico Sperimentale dell'Abruzzo e Molise,

Professor Vincenzo Caporale

Director

Istituto Zooprofilattico Sperimentale dell'Abruzzo e Molise

Via Campo Boario

64100

Teramo

ITALY

At Faculty of Veterinary Medicine, University of Glasgow,

Professor Stuart Reid

Dean

Faculty of Veterinary Medicine

University of Glasgow

Bearsden

Glasgow

G61 1QH

Memorandum of Understanding

1. Parties

The University Court of the University of Glasgow, University Avenue, Glasgow, G12 8QQ ("the University") and the Istituto Zooprofilattico Sperimentale dell'Abruzzo e Molise, Via Campo Boario 64100 Teramo ("IZSA&M") hereinafter collectively referred to as "the Parties" and each a "Party."

2. Purpose

The Parties wish to strengthen current joint programmes of collaborative research. The concept behind this interaction is to intensify collaborative research and attract additional research funding. This promises excellence in infectious diseases research using the complementary strengths of each Party to attract funding and to support further collaborative research.

Thus, with the intention of building a world-class co-operative research activity, the University and IZSA&M now wish to enter into a Memorandum of Understanding that provides the framework for such co-operation and details each Party's respective responsibilities.

3. Focus of activity and Personnel

The activities will be focused on the complementary areas of strength of the parties, viz., virology and other relevant areas that may be identified by mutual agreement, with specific emphasis on diseases caused by retroviruses and orbiviruses and *in vivo* biology.

4. Facilities

The parties will support the sharing of laboratory facilities commensurate with collaborative research projects and the needs of mutual training courses for scientific staff. Scientific staff of the respective parties will be reciprocally welcome on the partner site. Terms and conditions will be agreed in advance to facilitate agreements expeditiously and will be favourable to encourage efficient usage.

5. Exclusivity

Whilst this MOU represents a formal recognition of current collaborations as well as of an intention to future collaborations in defined areas of activity of the Strategic Alliance, both parties acknowledge the non exclusive nature of the agreement; both parties may continue or establish other collaborative relationships with third parties as befits and is relevant to their respective research strategies.

6. Intellectual Property

In this Agreement the following expressions shall have the following meanings:

"**Background IPRs**" means IPRs other than Foreground IPRs that are owned or controlled by a Party and which are necessary for the carrying out of the Purpose

"**Foreground IPRs**" means IPRs made or conceived by any Party or any person employed or engaged by any Party in the execution of the Purpose.

"**Intellectual Property Rights**" or "**IPRs**" means all copyright works, database rights, patents and patent applications, registered or unregistered design rights, know how, trade marks and trade mark applications, rights in inventions and discoveries, other intellectual

property rights of any nature whatsoever recognised in any jurisdiction, and confidential information and know-how which is not in the public domain.

"Purpose" means the initiation of a joint programme of veterinary research with the intention of intensifying collaborative research and attracting additional research funding.

- 6.1 Nothing in this Agreement transfers title to Background IPRs.
- 6.2 Foreground IPRs shall be owned by the Party or Parties generating such Foreground IPRs.
- 6.3 In the event that two or more Parties are by operation of law joint owners of Foreground IPRs ("**Joint Owners**" and "**Joint Foreground IPRs**" respectively) then:-
 - 6.3.1 each Joint Owner may use such Joint Foreground IPRs for the purposes of carrying out further research and for teaching;
 - 6.3.2 no Joint Owner may commercialise the Joint Foreground IPRs or sell products manufactured with, or incorporating the Joint Foreground IPRs, or sell services using the Joint Foreground IPRs without the prior written consent of all other Joint Owners; and
 - 6.3.3 no Joint Owner may either grant a licence to the Joint Foreground IPRs, or assign its interest in the Joint Foreground IPRs to any third party without the prior written consent of all other Joint Owners.

For the avoidance of doubt, the Parties acknowledge that in the event of commercial exploitation of any Joint Foreground IPRs the initial lead in negotiation of such exploitation shall be taken by the University.

- 6.4 The owner of Background IPRs or Foreground IPRs disclosed in relation to the Purpose hereby grants the other Parties a non-exclusive royalty-free personal non-assignable time-limited licence to use such Background solely for the purposes of carrying out the Purpose and subject always to the terms of this Agreement. All licences granted under this Clause 6.4 shall terminate automatically on termination of this Agreement.

7. Liability

7.1 Each Party warrants and undertakes to the other Parties that it will use all reasonable endeavours to ensure the accuracy of all Background IPRs and Foreground IPRs.

7.2 Each Party (acting on its own behalf and not jointly) (each an "**Indemnifying Party**") shall and hereby agree(s) to indemnify each other Party (each an "**Indemnified Party**") in full in respect of any loss, liability or damage including but not limited to liability for death or personal injury, damage to property and any third party claims incurred or suffered by or imposed upon an Indemnified Party directly or indirectly to the extent arising as a result of:-

- 7.2.1 the Indemnifying Party's use or reliance on Background IPRs and/or Foreground IPRs; or

- 7.2.2 claims of IPR infringement against the Indemnified Party in relation to the Indemnified Party's use of i) the Background IPRs and/or the Foreground IPRs disclosed/supplied by the Indemnifying Party ii) in accordance with the terms of this Agreement; or
- 7.2.3 the Indemnifying Party's negligence or breach of the terms of this Agreement.
- 7.3 The indemnity given under Clause 7.2 shall not apply to any loss, liability or damage to the extent that such loss, liability or damage is attributable to the negligence or wilful misconduct of the Indemnified Party or any of its employees or agents.
- 7.4 Each Party agrees that if it is notified by any third party of any claim or potential claim arising as a result of or in connection with the Purpose or the use development and/or commercial exploitation of the Background IPRs and/or Foreground IPRs it shall:
- 7.4.1 forthwith inform the other Parties of such claim or potential claim;
- 7.4.2 take all reasonable steps to prevent judgement by fault or by default being granted in favour of that third party;
- 7.4.3 ensure that the other Parties are given the right to conduct proper consultations with the third party in relation to the claim or potential claim; and
- 7.4.4 if appropriate, allow the other Parties to join in the defence (including, but not limited to, settlement litigation or appeal) of any such claim.
- If reasonably requested by a Party that Party may join the defence to any such claim.
- 7.5 The Parties hereby exclude all implied terms, conditions, warranties and/or licences in relation to the subject matter of this Agreement.

8. Confidentiality

8.1 In this Clause 8 "**Confidential Information**" means information supplied by one Party (the "**Provider**") to another Party (the "**Recipient**") in relation to this Agreement (without limitation to the foregoing) all details in relation to or comprising Background IPRs and Foreground IPRs.

8.2 The Recipient shall :-

- 8.2.1 at all times keep the Confidential Information confidential, and shall not disclose or divulge any part of it to any third party;
- 8.2.2 apply the same degree of care to the storage and handling of Confidential Information as it does to its own confidential information.
- 8.3 Each Party shall use reasonable endeavours to ensure that its employees and officers and all contractors, agents, representatives and other parties with whom it may have

dealings relating to Confidential Information shall maintain confidentiality in terms of this Clause 8.

8.4 The provision of Clauses 8.2 and 8.3 shall not apply to :-

8.4.1 information which the Recipient can demonstrate was known to it prior to disclosure by the Provider;

8.4.2 information which is or has at the time of any disclosure by the Recipient becomes publicly known through no fault attributable to the Recipient;

8.4.3 information properly given to the Recipient from sources independent of the Provider; or

8.4.4 disclosures of Confidential Information required by law.

8.5 No Party shall issue any press release or other publicity materials, or make any presentation with respect to the existence of this Agreement or the subject matter thereof without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed).

9. Review and Dispute Resolution

9.1 The Parties acknowledge that this Agreement is designed to offer further opportunity for collaboration and co-operation between the Parties. However, it is recognised by the Parties that the arrangements contained herein may require amendment from time to time to ensure that all Parties continue to benefit. Accordingly, the Parties agree that the arrangements will be reviewed automatically every three years. However, nothing in this Agreement shall prohibit any of the Parties requesting a review of the arrangements at any time.

9.2 A Steering Group will be constituted to oversee such review, comprising the University Vice-Principal for Research, The Director of IZSA&M, and representatives of IZSA&M and the appropriate Deans of Faculties of the University or their nominees.

9.3 Any dispute shall be jointly referred to the Principal of the University and to the Director of IZSA&M.

10. Term and Termination

10.1 This Agreement shall commence on the date of Parties signatures and subject to earlier termination shall continue until such time as agreed in writing by both Parties to the Agreement.

10.2 At any point during the review process described within clause 9, either Party may terminate the collaboration upon giving the other Party three months written notice if it becomes evident that the aims of the Agreement are not being met.

10.3 On termination of this Agreement or on any Party ceasing to have an interest in this Agreement, the Parties or such Party shall either return or destroy all manifestations of Background IPRs or Foreground IPRs owned by another Party within its possession or control.

10.3 The provisions of Clauses 6 (Intellectual Property), 7 (Liability), 8 (Confidentiality), and 13 (Governing Law) shall survive expiry of this Agreement.

11 General

11.1 No Party shall be entitled to assign, transfer, sub-licence or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other parties.

11.2 This Agreement constitutes the entire understanding between the parties and supersedes any prior arrangements, understandings, promises or agreements made or existing between the parties. No addition, amendment, modification or waiver of any term of this Agreement shall be effective unless it is in writing and signed by or on behalf of all Parties.

11.3 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties and nothing in this Agreement shall be deemed to constitute any of the Parties as the agent of another Party or authorise any Party to bind another Party. Nothing in this Agreement creates legal rights for the benefit of third parties.

12 Legal Effect of this Agreement

12.1 Except in relation to the undertakings set out in Clauses 6 (Intellectual Property), 7 (Liability), 8 (Confidentiality), 10.3 (survival of terms), 12 (Legal Effect of the Heads) and 13 (Governing Law), this Agreement is not intended to constitute a legally binding contract.

12.2 Other than as set out in Clause 12.1 the terms and clauses of this Agreement are merely a record of the understanding reached between the parties as at the date hereof and are not intended to be legally binding or enforceable.

13. Governing Law

This Agreement shall be governed by an amicable settlement and in case of unsolvable discord the parties hereby accept to discuss the discord according to the international legislation in the matter.

IN WITNESS WHEREOF those present printed on this and the eight preceding pages and the Schedules attached hereto are executed as follows:


Signed for and on behalf of the University
Court of the University of Glasgow at
Glasgow on

4th June 2010
Date


Authorised Signatory

Signed for and on behalf of Istituto
Zooprofilattico Sperimentale dell'Abruzzo
e Molise at Teramo on

28 GIU. 2010
Date


Authorised Signatory