



**MEMORANDUM OF UNDERSTANDING
ON COOPERATION IN RESEARCH ON NATURAL RISKS**

MEMORANDUM OF UNDERSTANDING (the "Agreement" or "MOU") made by and between :

AMRA - Analisi e Monitoraggio del Rischio Ambientale Società Consortile a Responsabilità Limitata, whose registered address is Via Nuovo Agnano 11, 80125 Naples, Italy, hereinafter referred to as "AMRA "

and

Le Pôle « Gestion des risques et vulnérabilités des territoires », unincorporated body established under the 1901 French Law for no-profit Association registered on 19th of July 2005 at Aix en Provence (France) hereinafter referred to as « Le Pôle »

WHEREAS, AMRA is the final step of a project started in September 2002 and financed by Campania Region through European Funds (provision 3.16 of P.O.R. Campania), concerning the creation of the Regional Centers of Competence for the development of innovation technologies. The Regional Centers of Competence play a role of interface between Research and industry in Regional Strategy for the development of the Innovation;

WHEREAS, AMRA is the Center of Competence in the field of Analysis and Monitoring of Environmental Risk. AMRA is a non-profit, fully public Company whose partners are: University of Naples Federico II (absolute majority shareholder), Second University of Naples, University of Salerno, University of Naples Parthenope, University of Sannio-Benevento, National Research Council (CNR), National Institute of Geophysics and vulcanology (INGV), Zoological Station Anton Dohrn-Naples;

WHEREAS, the mission of AMRA is to develop innovative methods to approach the problems of mitigation off of natural man-induced risks in a comprehensive way. AMRA can promote the formation of a networks of research at European and Mediterranean level in the fields of environmental risks;

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WHEREAS, the French government launched in December 2004 the "Pole de Compétitivité" initiative to promote regional cross fertilization in different Thematic R&D for industries/SMEs, Laboratories/Universities to improve competitiveness with a market oriented approach and to sustain the French economical growth;

WHEREAS, the « Gestion des risques et vulnérabilités des territoires » was founded in June 2005 to cover the Risk Thematic in the french PACA (Provence Alpes Côte d'Azur) and LR (Languedoc Roussillon) Regions;

WHEREAS the Pole governance is led by Mr Joël Chenet , Alcatel Alenia Space (France), and Mr Pierre Chovelon, the Europôle Méditerranéen de l'Arbois;

WHEREAS, the Pôle is much interested to enlarge its regional activity and to start cooperation with Mediterranean regional Centers.

Considering the mutual interest of the Parties in the Environmental and Industrial Risk Thematic

Recalling that both Parties are entitled by their respective government to lead studies and applications initiatives and to start cooperation with neighbouring Mediterranean countries

WHEREAS, this MOU is completely in line with the agreement signed between Campania and Paca Regions in January 2004.

**in consideration of the premises and mutual covenants herein contained,
the parties hereby agree as follows**

1. ENTRY INTO FORCE / DURATION.

1.1. This Agreement comes into force on the day on which it is signed by the Parties.

1.2. It shall remain in force for a period of 3 (three) years. It may be extended for such additional periods as may be mutually agreed in writing between the Parties.

1.3. Notwithstanding the above provisions, either Party may terminate this Agreement without incurring any liability in relation to such termination at any time by giving 30 days notice in writing to the other Party.

1.4. Obligations under Article 5 (Confidentiality) shall continue to be in force after expiry or termination of this Agreement, among other things to the extent necessary to secure the implementation of any specific implementing arrangements concluded pursuant to Article II.

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2. **PURPOSE.** The purpose of this MOU is to establish a cooperation between the Parties for the development of innovative technologies, solutions and services in the natural and man-made risk management domain, with special reference to Mediterranean Area. The aims are :
- the elaboration and presentation of European FP 7 projects of research, (7° Framework Program)
 - the promotion of researches involving environmental risks in national and european level
 - the setting of Regional, European and Mediterranean networks between the research Centres in the fields of environmental risks.

3. Implementation of the Co-operation

- 3.1. The co-operation under this Agreement shall be carried out through Meetings covering specific activities. These meetings shall be held on regular basis and alternatively within premises of both Parties. The first meeting shall be held during the meeting Euromediterraneans The innovation for an Economic and Sustainable Development in the Mediterranean Sea (Marseille 9-10 october 2006). Minutes shall be drawn up by the representatives managing these meetings and such minutes shall be signed within 10 days from the date of eac meeting. The resulting implemented arrangements shall cover the tasks and responsibilities, of each Party in specific(s) separate agreement(s) describing the cooperation in a more detailed manner. The implementing arrangements shall also identify the availability of resources required to complete the activities with a co-ordinated effort, as well as managerial, technical and operational interfaces between the respective activities and the detailed roles and responsibilities of the Parties.
- 3.2. The content of each specific implementing arrangement shall be concluded by the official representative of both Parties respective President and to the internal rules and regulations of each Party.
- 3.3. Implementation of the co-operation may also be carried out as service provision in the frame of contracts.
- 3.4. Bilateral meetings between the points of contact designated under Article 6 shall be held as often as necessary, and at least once a year, to review progress in the implementation of the present Agreement, in particular but not limited to cooperation activities, ongoing work packages and planning of future activities.
- 3.5. Each party may invite the other to attend meetings relevant to the subjects referred to in Article 2 above, subject to applicable rules and procedure of each Party. Relevant documentation shall be communicated to the invited Party and the invited Party shall be entitled to propose items on the agenda, submit contributions to such meetings and participate in the discussions.

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4. **Costs incurred in implementing this MOU** Unless otherwise provided for in any implementing arrangement referred to in article 3 above, each Party shall bear its own costs while discharging work under this Agreement and nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

This MOU in no way restricts any Party from participating in any activity with other public or private agencies, organizations, or individuals, subject, however, to the compliance with Article 5 below.

5 **CONFIDENTIALITY.**

The Parties shall inform each other and exchange scientific and technical information of mutual interest relevant to co-operation in the subjects referred to in this MOU through exchanges of technical and scientific reports and notes, consistent with their respective rules on the dissemination of information and data

Each Party shall provide the other Party, with information and data necessary for the co-operation and the implementation of the activities agreed under this Agreement.

Any disclosure to any person permitted under this Agreement shall be in strict confidence and shall extend only so far as may be necessary for the purposes of this Agreement.

For a period of 4 (four) years from the signature of this Agreement Information received from one Party in pursuance hereof shall not, on the part of the other Party, be disclosed to third parties (except to their respective employees on a need to know basis) nor used for any purpose other than performing the objectives of this agreement.

6. **RECIPIENTS FOR NOTICES.** All notices to each party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail or email addressed to:

If to AMRA

Mr.Paolo Gasparini-President of AMRA

AMRA Scarl

c/o Polo delle Scienze e delle Tecnologie- Facoltà di Ingeneria

Via Nuova Agnano 11



MOU between le Pole Risques (France) and AMRA (Italy)

80125 Naples
Italy
Tel.+39 (0) 81 7685125
Fax +39 (0) 81 7685144
e-mail : gasparini@na.infn.it

If to Le Pole
Mr Pierre CHOVELON – Pole Secretary General
C/o Europole Mediterranée
Domaine du Petit Arbois BP 67
13 545 Aix-en-Provence Cedex 04
Tel : +33 4 42 97 17 00
Fax : +33 4 42 97 17 07
e-mail : pchovelon@europole-med-arbois.org

The above points of contact shall in particular coordinate actions relating to the implementation of the present Agreement and take measures to facilitate further development of cooperative activities. Such points of contact shall be the ordinary channels for the Parties' communication of proposals for co-operation.

8. **LANGUAGE.** This Agreement is drawn up in English, which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.
- 9 **DATA POLICY**
Data and services generated under the present Agreement shall be made available to all interested scientific and operational users, in accordance with the data policy of the Party originating them and entitled to establish the conditions of access.
- 10 **LIABILITY**
The purpose of this MOU being only to set up initial rules for the cooperation intended in Articles 2 and 3 it is agreed that no Party shall incur any liability to the other Party while performing, performing incorrectly or non performing this MOU. This exclusion of liability does not apply to any breach of confidentiality under Article 5.

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Done and signed in two original

AMRA Analisi e monitoraggio
del Rischio Ambientale Scarl

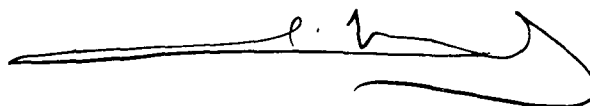
Le Pôle Euroméditerranéen sur les
Risques



By Paolo Gasparini

Title President of Board of Directors

Date 9 OCTOBER 2006



By Joël Chenet

Title President of the Association

Date 9 OCTOBER 2006