

MEMORANDUM OF UNDERSTANDING

BETWEEN

**LaMMA Consortium - Environmental Modelling and Monitoring
Laboratory for Sustainable Development**

AND

**Meteorological Service of Catalonia
Government of Catalonia**

FOR COOPERATION IN

**Delivering reliable weather and climate information services and
improving access to such services by priority sectors and communities**

November 12, 2018

LaMMA Consortium (Via Madonna del Piano 10, Sesto Fiorentino, Florence, Italy),
represented by its Sole Director, Bernardo Gozzini

and Meteorological Service of Catalonia (Berlín, nº38-48 4a, 08029, Barcelona, Spain)
represented by its General Director, Oriol Puig i Godes.

Hereinafter referred to as the "Parties" to this Memorandum of Understanding ("MoU"),

Preamble

CONSIDERING that the LaMMA Consortium's Board (Tuscany Region and Consiglio Nazionale delle Ricerche, CNR) and the Government of Catalonia agreed to promote bilateral cooperation in strengthening the capacity for meteorological services

RECOGNISING that, the LaMMA Consortium and the Meteorological Service of Catalonia share common interests in delivering reliable weather and climate information services and improving the public access to such services;

HAVE, in consideration of the foregoing, AGREED as follows:

Article 1—Scope and Objectives

The scope and objectives of the present Memorandum of Understanding are:

- To establish a knowledge-sharing initiative in delivering reliable weather and climate information services and improving public access to such services;
- To strengthen the skills, competencies and abilities of LaMMA Consortium; and
- To strengthen the skills, competencies and abilities of Meteorological Service of Catalonia.

Article 2—Areas of Cooperation

The Parties will collaborate in the following areas:

- Remote sensing;
- Coastal meteorology;
- Early warning systems;
- Numerical weather prediction models;
- Design and generation of weather products;
- Project funding;
- Data visualization and final products;

Article 3—Forms of Cooperation

The Parties will use, among others, the following forms of cooperation:

- Workshops, seminars and meetings;
- Exchange visits and programs;



- Training programs;
- Research and study visits by master students, doctoral students and research scholars;
- Data and code exchange;

Article 4–Management

LaMMA Consortium nominates Mr. Bernardo Gozzini, for supervising the execution of the present MoU.

Meteorological Service of Catalonia nominates Mr. Oriol Puig i Godes, General Director, for supervising the execution of the present MoU.

In connection with the implementation of agreed activities, each party will make every effort to assist the other party with administrative and legal requirements.

Article 5–Exchange of Information

The term “information” includes scientific or technical data, weather and climate information and any other information (in written form or any other form as may be agreed between the parties) intended to be provided, exchanged or arising under each of the areas identified in Article 2, subject to institutional and national regulations.

The parties shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.

Article 6–Other Activities

In addition to the meetings of and exchanges between the Parties described above, the joint activities can also include common participation to workshops and conferences during which results of the collaboration can be presented and eventual published and disseminated. Moreover any task agreed by the Parties that could contribute to the fulfilment of the objectives stated in article 1 can be performed in the frame of this MoU.

Article 7–Financial Matters

The Parties shall bear their respective costs of carrying out the collaborative activities envisaged under this understanding. Neither party shall make a claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between the parties.

It is understood that the contribution of each party is subject to the availability of appropriated funds and depends on each party’s funding procedures. Should any party encounter budgetary problems that may affect the activities to be carried out under this MoU, it will notify the other party and consult it as soon as possible.



Article 8– Entry and exit of Parties

The present MoU is signed by the LaMMA Consortium and the Meteorological Service of Catalonia, which are the only Parties of this agreement.

There are no other Parties foreseen to join the present MoU.

Exit of one of the party of this MoU would imply the termination of the MoU.

Article 9 – Effectiveness and Duration

The present MoU shall become effective upon its signature by the Parties and shall terminate after 5 years, unless earlier by mutual agreement of the Parties. This MoU can be extended by further periods of time upon mutual agreements between the Parties.

Article 10 –Additional Terms and Conditions

Scientific and technological information of commercial value derived from cooperation activities under this MoU, or any information obtained from the other party may not be provided to a third party without the permission of the other party. The results of cooperation will be enjoyed by the Parties in the principle of fair and mutual benefit.

Article 11–Intellectual property and data sharing

All intellectual property brought by each party to the relationship under this MoU remains in the ownership of that party. The results of the research activity will be jointly owned by the parties, exception made for intellectual property rights and licensable inventions, which remain governed by the relevant laws. Ownership and management of any document or scientific product developed in the framework of this MoU, must cite this MoU.

Article 12–Confidentiality

Neither of the parties shall disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent.

Article 13–Dispute management

In the event that any dispute relating to this MOU cannot be resolved by settlement between the parties, or through informal means, the resolution of such a conflict will be dealt with under the exclusive jurisdiction of the Italian administrative judge pursuant to art. 133, paragraph 1, lett. A) section 2 of Legislative Decree no. 104/10.

Handwritten signature and a large handwritten 'X' mark.

The Parties confirm their understanding and acceptance of the above terms by signing and dating the enclosed copy of this letter.

Signed for and on behalf of LaMMA Consortium by

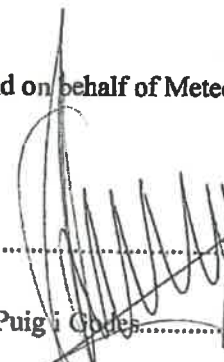

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Name: Bernardo Gozzini.

Title Director of LaMMA Consortium.

Dated ..12/11/2018.....

Signed for and on behalf of Meteorological Service of Catalonia by


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Name: Oriol Puig i Codina



Title Director of Meteorological Service of Catalonia

Dated ...12/11/2018.....

