

MEMORANDUM OF UNDERSTANDING

The Ministry of Education and Science,

with the registered address at 2, Valnu street, Riga, Latvia, represented for the purpose of signing this memorandum by Mārīte Seile, Minister of Education and Science, duly entitled to sign,

(hereinafter referred to as '**the MoES**')

and

The Ministry of Economics,

with the registered address at 55, Brīvības street, Riga, Latvia represented for the purpose of signing this memorandum by Dana Reizniece - Ozola, Minister of Economics, duly entitled to sign,

(hereinafter referred to as '**the MoE**')

and

The Joint Research Centre of the European Commission,

represented for the purpose of signing this memorandum by Vladimír Šucha, Director-General of the Joint Research Centre, duly entitled to sign,

(hereinafter referred to as '**the JRC**'),

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.

PREAMBLE

WHEREAS:

As the Commission's in-house science service, the Joint Research Centre's mission is to provide EU policies with independent, evidence-based scientific and technical support throughout the whole policy cycle. Working in close cooperation with policy Directorates-General, the JRC addresses key societal challenges while stimulating innovation through developing new methods, tools and standards, and sharing its know-how with the Member States, the scientific community and international partners. Key policy areas include: environment and climate change; energy and transport; agriculture and food security; health and consumer protection; information society and digital agenda; safety and security, including nuclear; all supported through a cross-cutting and multi-disciplinary approach.

The Parties wish to establish a mutually beneficial cooperation in the field of mutual interest in order to benefit from their complementary activities and assets and to share among each other the knowledge arising therefrom.

The Parties wish to undertake joint activities of mutual interest in accordance with their specific needs and objectives, and shall, by separate and formal agreements, determine the areas and subject of such joint activities, on the basis of the understanding set out in this Memorandum of Understanding (hereinafter referred to as '**the MoU**').

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 – SUBJECT AND SCOPE OF THE MoU

- 1.1** The subject of the MoU is to establish the basis for future collaboration between the Parties in the field of mutual interest, including but not limited to energy (in particular security of supply, renewable energy including from biomass, smart grids and energy efficiency taking into account the necessity to ensure the reduction of the greenhouse gas emissions), studies of science and technology development, and implementation and monitoring of Smart Specialisation Strategy (RIS3) by setting out the overall framework for such collaboration in terms of general context, technical areas and procedures for entering into formal agreements, detailing the specifics of the collaboration.
- 1.2** The Instruments of cooperation may include:
- a) Development of analytical capacity for monitoring and implementing RIS3.
 - b) Joint participation in the execution of personal development and training programmes.
 - c) Jointly establishing training programmes in areas of mutual interest.
 - d) Exchanging appropriate scientific and technological information, for example, through conducting joint seminars and workshops.

- e) Participating in the implementation of on-going programmes, projects and related activities of mutual interest to both Parties.
 - f) Identifying any other action that they deem appropriate to achieve the objective of this MoU.
 - g) Working jointly to develop initiatives for obtaining, financing and implementing research projects of mutual interest.
 - h) All Latvian State research institutes and Universities can participate in the programmes, projects and activities to be implemented in cooperation with JRC and according to the rules and procedures included in this MoU.
 - i) The State Education Development Agency on behalf of the MoES can participate in the realisation of tasks within the scope of this MoU.
- 1.3** The envisaged collaboration between the Parties will be aimed at coordinating research activities in the fields of common interest (scientific subjects), specified in the annual working programme developed by the Steering Group, in order to ensure information sharing and efficient use of resources. The Steering Group consists of the representatives of the Parties. The representative of JRC National Contact Point in Latvia could also be included in the Steering Group.
- 1.4** Each Party intends as a general rule to implement the MoU through the exchange of publicly available, non-proprietary information. Should the exchange of other information be necessary, such exchange will be subject to Article 3.
- 1.5** The Parties do not intend, or expect, to create intellectual property under the MoU. If it appears that intellectual property is likely to be created, the Parties either enter into a collaboration agreement in accordance with Article 1.6 or avoid the creation of intellectual property.
- 1.6** In case the Parties decide to undertake joint activities in any of the scientific subjects identified in the annual working programme, they shall, prior to undertaking such activities, enter into a separate and formal collaboration agreement, covering the technical, legal (including liabilities of each Party and intellectual property rights) and financial aspects of the envisaged collaboration.
- 1.7** Except for the obligations laid down in Article 3, the MoU does not establish legally binding obligations on the part of any of the Parties, including without limitation any financial obligation.

ARTICLE 2 – MODALITIES OF CO-OPERATION

- 2.1** The implementation of the MoU shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party. The MoU does not represent any commitment with regard to funding on the part of either Party.

- 2.2** Each Party shall bear its own costs in connection with the implementation of the MoU. There shall be no transfer of money between the Parties in connection with the MoU.
- 2.3** The exact modalities of cooperation between the Parties on any of the scientific subjects specified in the annual working programme will be set out in the collaboration agreements related to the particular subject.

ARTICLE 3 – CONFIDENTIALITY

- 3.1** The Parties undertake to keep confidential any information communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on the MoU) or has been made available to the receiving Party by another party without any confidentiality restrictions. This confidentiality obligation does not apply to information communicated orally unless the Party communicating such information notifies the other Party in writing without delay that such information shall be kept confidential.
- 3.2** Confidentiality of information exchanged in connection with the MoU shall be maintained for a period of five years after its expiry or termination. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.
- 3.3** During the term of the MoU and for a period of five years following its termination, neither Party shall make publicly available or communicate to any third party any information related to or resulting from the implementation of the MoU, without first obtaining a written consent of the other Party on the manner and timing of such publication or communication. Such consent may not be unreasonably withheld.
- 3.4** In case of any dispute or difference between the Parties arising out of or in connection with the application of this Article, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties notifies so the other in writing. In that case, each Party may initiate proceedings before the General Court of the European Union in Luxembourg. The applicable law will be the law of the European Union and the law of the European Atomic Energy Community complemented, where necessary, by the substantive law of Latvia.
- 3.5** All obligations under the present Article apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of the MoU in cases where the other Party acts according to its obligations resulting from the applicable law.

ARTICLE 4 – ADMINISTRATIVE PROVISIONS

- 4.1 All correspondence concerning the performance of the MoU shall be sent to the following addresses:

| <u>For administrative and technical questions</u> | <u>For administrative and technical questions</u> |
|---|--|
| European Commission Joint Research Centre Rue du Champ de Mars 21 BE-1050 Brussels To the attention of Ulla Engelmann, Head of Unit, JRC, International, Interinstitutional and Stakeholder Relations Unit | The Ministry of Education and Science 2 Valnu street, Riga, LV- 1050 To the attention of Sanda Liepiņa, State Secretary The Ministry of Economics 55, Brivibas Street, Riga, LV-1519 To the attention of Jurijs Spiridonovs, Acting State Secretary |

- 4.2 This Article is subject to unilateral amendments by written notifications to the other Parties.

ARTICLE 5 – DATA PROTECTION

- 5.1 Any personal data included in or relating to this MoU, including its execution shall be processed by the Commission pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and monitoring of this MoU by the Director-General of the JRC without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law. The data subject shall have the right of access to her/his personal data and the right to rectify any such data. Should the data subject have any queries concerning the processing of her/his personal data, the data subject shall address them to the Director-General of the JRC. The data subject shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE 6 – ENTRY INTO FORCE AND DURATION

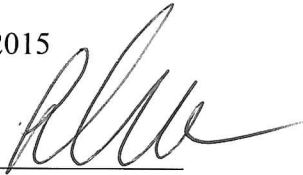
- 6.1 The MoU will enter into force on the date of its signature by the last Party and is concluded for a period of 5 (five) years from said date. The MoU may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties, except Article 4.1 what may be amended by unilateral notification by one party.
- 6.2 Either Party may terminate the MoU at any time upon three months prior written notice to the other Party.

Signed in three originals in the English language.

For the **Ministry of Education and Science**

Done in Brussels on 23 June 2015

Signature: _____

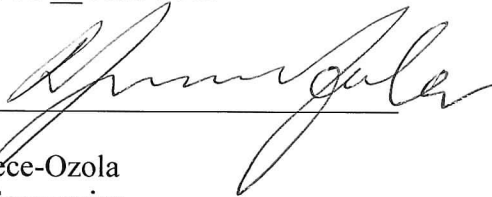


Mārīte Seile
Minister for Education and Science

For the **Ministry of Economics**

Done in Riga on 23 June 2015

Signature: _____

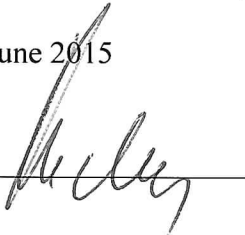


Dana Reizņiece-Ozola
Minister of Economics

For the **Joint Research Centre of the European Commission**

Done in Brussels on 23 June 2015

Signature: _____



Vladimír Šucha
Director-General Joint Research Centre