Memorandum of Understanding Template

Memorandum of Understanding

Between

Sapienza University with offices in Rome (P.le Aldo Moro 5, C.F. 80209930587), represented by the pro tempore Rector, with legal residence, for the ends of this agreement, at Sapienza University of Rome (hereafter “University”)

and

[Public agency, tax code, legal representative for the agreement, legal residence]

The University and [Agency] are hereafter indicated as the “Parties” or individually as “Party” for sake of brevity.

The parties agree on the following.

Premises:

a) The University is interested in [university interest in relation to specific object of the agreement, the reasons that drove it to undertake a relation with a public agency].

b) The [Agency] operates as [indicate agency activity unless obvious as per university].

Article 1

Context and Principles of Understanding

1.1 The Parties commit to the negotiation of an agreement relative to [indicate general objective (i.e., collaboration in a given sector)]

1.2 The Parties agree to share the following contexts for the negotiation:

1. (i) [...];

2. (ii) [...].

Article 2

Coordinator

2.1 Each Party will indicate a Coordinator for the Memorandum of Understanding, who will represent the Party that appointed him/her for all executive activities concerning the Memorandum of Understanding, as well as reporting and monitoring advancement of negotiation activities.
2.2 The University Coordinator is Prof. [...], e-mail [...].

2.3 The [Agency] Coordinator is [...], e-mail [...].

**Article 3**

**Agreement Deadline**

3.1 The Parties aim to negotiate an agreement within 12 months of the signing of this Memorandum of Understanding.

3.2 Unless one of the Parties requests an extension of [...] months, if no agreement has been signed upon the deadline indicated at § 3.1, the present Memorandum will cease to have any effect.

**Article 4**

**Communications**

4.1 All communications or notification requested or allowed by the arrangements listed herein shall take place in writing and transmitted through means that provides proof of reception at the following addresses:

1. University: ......................
2. [Company]: ...............

Or to the address or addressee that each Party may subsequently communicate to each other as prescribed above.

**Article 5**

**Efficacy**

5.1 The present Memorandum of Understanding only requires the Parties to negotiate based on the terms and conditions described above. It does not determine any type of contract between the Parties.

**Article 6**

**Data Treatment**

6.1 Regarding the treatment of personal data object of this Memorandum of Understanding, the University and [Agency] agree to respect the norms established by EU Regulation 2016/679 and current national legislation, committing to collaborate to respect all requirements related to the signature of this Memorandum of Understanding.
**Article 7**

**Controversies**

7.1 The Parties agree to amicably define any issue that may arise due to the interpretation or execution of this Memorandum of Understanding.

7.2 If it is not possible to reach an amicable settlement, the Tribunal of Rome will be competent, exclusively, to judge on any controversy regarding the validity, interpretation and execution of this Memorandum of Understanding.

**Article 8**

**Registration and Expenses**

8.1 The present Framework Agreement, signed digitally, will only be subject to registration in case it falls under the cases indicated in Articles 4, 5, 6 and 39 of D.P.R. 26.4.1986, N. 131. All costs for registration will fall on the requesting Party.

8.2 The tax stamp will be paid by ............................................

Read and signed in Rome on [...].

Sapienza University of Rome

Agency