

**MEMORANDUM OF UNDERSTANDING**  
**for the implementation of the Interreg V-B Adriatic Ionian – ADRION1313**  
**AMOCEAB – Adrion Master On Circular Economy And Bioeconomy**

The following AMOCEAB project bodies:

- Università Politecnica delle Marche (*Coordinator*)
- Alma Mater Studiorum – University of Bologna (*Partner*)
- Special Research Funds Account of Technical University of Crete (*Partner*)
- Agricultural University of Tirana (*Partner*)
- University of Sarajevo (*Partner*)
- School of Advanced Social Studies in Nova Gorica (*Partner*)
- University of Zagreb Faculty of Food Technology and Biotechnology (*Partner*)
- Faculty of Technology and Metallurgy, University of Belgrade, Republic of Serbia (*Partner*)
- Chamber of Economy of the Federation of Bosnia and Herzegovina (*Partner*)
- CNA Emilia-Romagna (*Partner*)
- Uniadrion (*Associated Partner*)

hereafter individually referred to as “the Party” or “the Partner” and jointly as “the Parties” or “the Partners”;

- **following** the signature of the subsidy contract between the ADRION Managing Authority (hereinafter: MA) and the Lead Partner of project No 1313 – Adrion Master On Circular Economy And Bioeconomy - AMOCEAB of 02/02/2023 and about the legal framework as reported in art. 1 of the signed subsidy contract between MA and LP and in particular to art. 13.2 of Regulation (EU) No 1299/2013;
- **following** the signature of the Partnership Agreement between Università Politecnica delle Marche (hereinafter UNIVPM) and the other parties signed on March, 1st 2023;
- **in recognition** of their common interests in developing relations are convinced that cooperation between Institutes contributes to cultural enrichment, scientific progress, and the consolidation of friendship between the related countries;
- **taking into consideration** the main objectives of the AMOCEAB project and in particular: a) the creation of a Transnational Network within the Adrion region; b) the creation of a Master Course in Circular Economy and Bioeconomy.
- **having reached the understanding**, according to Annex I of the AMOCEAB Subsidy Contract, for the

achievement of the following specific objectives within the AMOCEAB project:

- *Creation of a transnational network of universities and business supporting organizations able to cooperate, discuss and prepare joint measures - in particular study courses - to disseminate knowledge and create experts in Circular Economy and Bioeconomy.*
- *Organization of a mutual learning path on techniques and methods through which a Master Course in Circular Economy and Bioeconomy can be concretely developed for the stated objectives.*
- *Implementation of a collaborative educational, instructional and cultural network within the ADRION region.*
- *Exchange of research information within the ADRION Region Promotion of activities, cooperation and educational goals.*

**Therefore, the Parties hereby agreed to implement their cooperation as follows.**

### **Article 1**

#### **(Objectives and main activities)**

Through the signature of this Memorandum of Understanding (MoU), the Partners agree to promote the following objectives:

##### **a) Creation of a Master Course in Circular Economy and Bioeconomy**

The Partners will organize a mutual learning path on techniques and methods through which a Master Course in Circular Economy and Bioeconomy can be concretely developed for the stated objectives, the Parties will set up a transnational network to design and prepare a Joint Master Course. Under the supervision of the LP, online roundtables will be organized to discuss the internal and external links of the network to be created. During roundtables, the partner will jointly define the network Governance and the Associate Membership, they will produce the literature review paper on Circular and Bioeconomy topics to be covered, and will formally establish the Academic and Scientific Committee (ASC), which will play a pivotal role in defining the Master's contents and preparing the Curriculum.

The documents that will support the definition of the contents of the Master's degree are represented by the Literature Review paper (Deliverable T) and the decisions taken during roundtables highlighted in the produced minutes (Deliverable T). These documents will be included in the partners' files.

##### **b) Creation and Implementation of the activities of the Transnational Network**

In the short term, within the activities of the AMOCEAB project, the Transnational Network is created and activated to finalize the Master's Degree in Circular and Bio-Economy.



In the long term, after the end of the AMOCEAB Project, the Transnational Network will be active as an open platform and living lab, where build capacity, share knowledge, co-create and plan actions aimed at supporting regional policies or programs and producing an impact on society (firms, public organisations, households, governments, etc.) by raising awareness on the issues related to circular economy and bioeconomy, even using the new professional figures as a lever for the change.

The target groups for the output actions are stakeholders interested and acting in circular economy and bioeconomy domain, for instance:

- Local, regional, national and EU public authorities;
- sectoral agencies;
- higher education institutes and research-performing organizations;
- business support organisations;
- public and private utilities;
- small and medium enterprises (SMEs).

Regarding the long-term activities, the main target sectors, topics and further details are illustrated in Annex I.

## **Article 2**

### **(Institution of a transnational network)**

Following article 1, the Transnational Network is established by signing this Memorandum. The signing of the Memorandum will commit and involve the Partners and relevant Stakeholders for the promotion of long-term network cooperation, for the creation of an international Hub and living lab specialized in Circular economy and bioeconomy focusing primarily on the Adriatic-Ionian region, and for the creation of a network of referenced experts.

To achieve its objective, the transnational Network can leverage the specific knowledge and information each member possesses, based on their institutional or scientific activity.

## **Article 3**

### **(Implementation of activities)**

Specific mechanisms for the implementation of cooperative and collaborative activities named above shall be established and described in corresponding Annex I to this Memorandum.

In the case of cooperation programs and collaborative activities, each involved institution will have to decide the relative source of funding. If necessary, specific agreements will be developed for the individual activities.

## Article 4

### (Associate Membership conditions, requirements and termination)

One of the major aims of the Transnational Network for circular economy and bioeconomy of the Adriatic – Ionian region is to involve other relevant institutional bodies, Associations, or other Stakeholders which can actively contribute to the open platform and living lab with their activities, knowledge and/or experience.

There are three categories of membership: Partners (or Founding Partners), Associate Members and Observers. The **Partners** are the founders of the AMOCEAB Transnational Network, they have signed this Memorandum and they participate in decision-making (voting right).

Each partner has the right to appoint a member in the Steering Committee and a member in the Academic Scientific Committee according to articles 7 and 8. Accordingly, each partner must fill in and subscribe the Annex II and send it by e-mail to the Network coordinator.

It is granted to each Partner to withdraw from this Memorandum at any time and for any reason with prior notice to the Steering Committee. In case of resignation, the resigning party must subscribe the Annex IV and send it by e-mail to the Network coordinator, giving at least two months' notice.

The **Associate Members** are other organizations operating in Circular Economy and Bioeconomy sectors and public authorities that have expressed interest to join, provided that they meet all the following criteria:

- a) have institutional goals or sectoral relevance for the development and management of the scope of this Memorandum;
- b) operate in the Adriatic Ionic Region;
- c) promote and practice cooperation and neighbourly relations with other organizations operating in the Circular Economy and Bioeconomy domains;
- d) can take on and effectively implement the obligations of Associate Membership, including adherence to the aims of scientific, technical and operational cooperation.

The Associate Members have the same access to information as the Partners and to all other services provided by and activities of the Network, including the same visibility on documents, website, etc. The Associate Members are allowed to participate only for advisory purposes in the decision-making processes (no vote).

To access, any institutional actor or stakeholder must apply via e-mail to the Network coordinator and must subscribe the Annex III. The application will be subject to evaluation and approval by the Steering Committee; it will communicate to the applicant its decision within 90 calendar days from the receipt of the application.

The adhesion of the public authorities to the Network will ensure the proposed actions are included in national, regional or local policies. Each member can propose, operate, and identify independently other opportunities and projects as far as they are consistent with the objective of the Network, in which to involve the Associate



Members or external partners.

It is granted to each Associate Member to withdraw from this Memorandum at any time and for any reason with prior notice to the Steering Committee. In case of resignation, the resigning party must subscribe the Annex IV and send it by e-mail to the Network coordinator, giving at least two months' notice.

The **Observer** status is accorded to organizations not eligible for Associate Membership, either because they operate geographically outside the Adriatic Ionic Region or operate in the field Circular Economy and Bioeconomy sectors but do not comply with the criteria described above in this article. Observer status is granted by the Steering Committee. To access, any institutional actor or stakeholder must apply via e-mail to the Network coordinator and must subscribe the Annex III. The application will be subject to evaluation and approval by the Steering Committee; it will communicate to the applicant its decision within 90 calendar days from the receipt of the application.

It is granted to each Observer to withdraw from this Memorandum at any time and for any reason with prior notice to the Steering Committee. In case of resignation, the resigning party must subscribe the Annex IV and send it by e-mail to the Network coordinator, giving at least two months' notice.

## **Article 5**

### **(Definition of Network Governance and structure)**

The Network governance structure is defined as follows:

- **General Assembly** (referred to as **GA**) is the main body of the Network.
- **Steering Committee** (referred to as **SC**) is the decision-making body of the Network.
- **Academic and Scientific Committee** (referred to as **ASC**) is the advisory body of the Network.

## **Article 6**

### **(Duties and structure of the General Assembly)**

The GA is the main body of the Network. It consists of representatives of each of the Partners, Associate Members and Observers. Only Partners shall have voting rights.

The GA is responsible for the implementation of this Memorandum, including the definition, follow – up and evaluation of all AMOCEAB network activities.

The GA elects a representative of a Partner as the Network Coordinator. The Coordinator shall represent the AMOCEAB network in its activities. The GA monitors the progress of the AMOCEAB network activities, and evaluates new challenges and upcoming issues.

The GA can take decisions if at least 50% of the total voting rights of the Partners are present or represented.

All decisions of the GA require a qualified two-thirds majority vote. Among these, the GA:

- elects the Network coordinator;
- adopts and amends the network standards, guidelines or recommendations;
- decides on the expulsion of Associate Members and Observers on the recommendation of the SC;
- approves the annual work plan of the Network;
- adopts and amends the present Memorandum.

The Network coordinator shall call at least one annual General Assembly.

### **Article 7**

#### **(Duties and structure of the Steering Committee)**

The main characteristics and functions of the SC are formalized by partners as follows:

- a) *Structure*: each partner appoints one member of SC. Each partner has the right to recall their appointed member of the SC and to nominate a new member. In that case, the change should be reported to the Network coordinator.
- b) *Activities and responsibilities*: the SC is responsible for executing the work plan of the Network and ensuring that the activities remain closely in line with the strategic objectives of the Network. In particular, it will ensure progress and evaluate ongoing project results, plan, monitor, and evaluate activities and their related budget. The SC proposes to the GA the network standards, guidelines or recommendations as well as the other points of discussion on which a decision of the GA is needed.
- c) *Decisions*: The SC can take decisions if at least half of its members are present (in person or by video or phone conferencing). All decisions shall be taken by consensus, where each partner has one vote of the same weight. If no consensus can be reached, a simple majority voting is used and in case of a tied vote, the Network coordinator's vote shall be decisive. Some of the Associate Members and Observers can be invited to assist with the SC meetings.
- d) *Meetings' schedule and agenda*: the SC will meet at least twice (2) a year. Furthermore, additional SC meetings may be convened at the invitation of the Network coordinator if special circumstances necessitate such a meeting or if a meeting is requested by at least four (4) members of the SC.
- e) *Minutes*: the minutes (report) of the SC meetings, including a summary of the SC decisions are taken by the Network coordinator and circulated to the other members of the SC.

Further details are illustrated in the "Internal Regulation" of the SC.

### **Article 8**



### **(Duties and structure of the Academic and Scientific Committee)**

The main characteristics and functions of the ASC are formalized by partners as follows:

- a) *Structure*: Each partner appoints one member of the ASC. Each partner appoints one member of the ASC. Each partner has the right to recall their appointed member of the ASC and to nominate a new member. In that case, the change should be reported to the Network coordinator.
- b) *Activities and responsibilities*: the ASC is responsible for:
  1. proposing and advising the SC regarding the content of the Master program and the other research and teaching activities;
  2. ensuring consistency and academic knowledge of the Network activities;
  3. drawing up, for submission to the SC, opinions and recommendations on any matter submitted to it by the SC.
- c) *Decisions*: The ASC can take decisions if at least half of its members are present (in person or by video or phone conferencing). All decisions shall be taken by consensus, where each partner has one vote of the same weight. If no consensus can be reached, a simple majority voting is used and in case of a tied vote, the Network coordinator's vote shall be decisive.
- d) *Meetings' schedule and agenda*: the ASC will meet at least twice (2) a year. Furthermore, additional ASC meetings may be convened at the invitation of the Network coordinator if special circumstances necessitate such a meeting or if a meeting is requested by at least four (4) members of the ASC. External experts can be invited to assist with the ASC meetings.
- e) *Minutes*: the minutes (report) of the SC meetings, including a summary of the SC decisions are taken by the Network coordinator and circulated to the other members of the SC.

Further details are illustrated in the "Internal Regulation" of ASC.

### **Article 9**

#### **(Duration and amendments)**

This Memorandum is established for a period of five years, effective from the date of signing.

To enhance the efficacy of their cooperative activities, all Parties agree that it shall be possible to introduce changes and additions to this Memorandum using mutually agreed upon additional written clauses.

At the end of each five years, this Memorandum may be renewed by mutual written consent after an assessment of the partnership.

### **Article 10**

### **(Financial Responsibilities)**

No financial or resource obligations are implied by this Memorandum. Specific activities that may be mutually agreeable, that may require a proposal to a third party, or funds and/or resources from one of the Parties will be considered on their own merits.

For each activity, the Partners will define financial responsibilities based on the following principle: the Partners will assume the costs for their staff and their participation in cooperative activities, except when the Partners decide otherwise.

### **Article 11**

#### **(Insurance and staff conditions)**

Medical insurance for Associate Members' mobility students and professors will be provided according to the current norms of the host country. In case there are no international agreements for medical insurance, the visiting person can provide a medical insurance policy by himself.

### **Article 12**

#### **(Applicable regulation)**

All activities developed under the auspices of this Memorandum will respect and conform to the corresponding norms, traditions and regulations of each institution, its country and region.

### **Article 13**

#### **(Litigation)**

The AMOCEAB Transnational Network is configured as an informal network among organizations that actively participated in the projects of AMOCEAB, as either partners or associated partners and other potential signatories.

The Transnational Network's activity will be characterized by cooperation and networking among Associate Members. If any dispute arises between the parties, they shall respond in good faith and endeavour to reach an amicable settlement. Disputes that cannot be amicably resolved shall be subject to legal measures including arbitration and lawsuit.

Nothing in this Memorandum shall be construed as creating any legal relationship between the Parties and the Parties agree that this Memorandum is not enforceable in law.

### **Article 14**



**(Intellectual property)**

The institutions agree to negotiate diligently and in good faith concerning any intellectual property rights developed in the course of collaborative activities carried out under the terms of the present Memorandum. If proven necessary, intellectual property agreements shall be subsequently and separately drawn by the policies of each institution and their respective national laws.

**Article 15**

**(Data processing)**

The Parties/institutions undertake to process all personal data solely for the purpose connected to the execution of this Memorandum and by European Regulation (GDPR 2016/676).

**Article 16**

**(Confidentiality)**

The Parties shall adopt measures to ensure the confidential nature of information exchanged within the Transnational Network. They shall not disseminate information, pass it on to third parties or use it without the prior written consent of the SC and the participant that provided the information.

**Article 17**

**(Working language)**

The language of the Interreg Adrion programme and of the Transnational Network is English. Thus, all communications among the Partners and between the Network and external authorities and entities, as well as the related documentation, shall be in the English language.

All documentation produced thanks to or related to the Interreg Adrion contribution must be drafted in English.

**Article 18**

**(Signing arrangements)**

This Memorandum shall be signed by each Partner legal representative and it shall come into effect once signed by all the Partners.

Eleven (11) copies of this agreement are made, of which each party keeps one.

Place, Date:

Lead Partner: Università Politecnica delle Marche Place, Date:

