

Partnership Agreement

between



The United Nations Educational, Scientific, and Cultural Organization

represented by

Magdalena Landry, Director, UNESCO Regional Bureau for Science and Culture in Europe

hereinafter referred to as **"UNESCO"**

and

The Consiglio Nazionale delle Ricerche (National Research Council)

represented by

Maria Chiara Carrozza, President and legal representative

hereinafter referred to as **"CNR"**

UNESCO and the CNR together hereinafter referred to as **the "Parties"**

Whereas UNESCO's Intergovernmental Oceanographic Commission (IOC) promotes international cooperation in marine sciences to improve management of the ocean, coasts, and marine resources and coordinates the United Nations Decade of Ocean Science for Sustainable Development 2021-2030, the "Ocean Decade".

Whereas UNESCO is seeking to mobilize partners from civil society and, in particular, from the educational sector for the achievement of its strategic goals and programme priorities.

Whereas the CNR supports the objectives of UNESCO as stipulated in its Constitution and intends to contribute to UNESCO's programme priorities.

Whereas the CNR as a national public research organization with a central role of reference and enhancement of thematic and disciplinary communities at a national level, within a framework of European cooperation and integration, has the task of carrying out, promoting, and enhancing research in the main sectors of knowledge, pursuing the integration of disciplines and technologies, of transferring and applying the results for the scientific, cultural, technological, economic and social development of the country and of providing technical-scientific support to constitutional bodies and public administrations. The CNR is committed to promoting sustainable and inclusive development, contributing to the conservation of biodiversity and the improvement of knowledge applying the results for the scientific, cultural, technological, economic development.

Now therefore, the Parties hereby agree as follows:

Article 1 – Objectives

1.1 The preamble constitutes an integral and substantial part as well as an essential and inseparable basis of this Partnership Agreement.

1.2 The purpose of the cooperation shall be to carry out common projects to contribute to Ocean Literacy, to diffusion of culture of the biodiversity in both humanities and scientific aspects, to protect the local biodiversity richness.

1.3 The specific objectives are:

1. to develop synergies in the scientific knowledge dissemination inspired to the Ocean Literacy principles;
2. to contribute to the achievement of the UN Sustainable Development Goals and to support the EU Biodiversity Strategy to protect nature and reverse degradation of ecosystems by raising citizen awareness and creating dedicated training programs for schools;
3. to increase the quality of formative programs educating the new generation of more aware, responsible, and engaged Ocean Literate citizens, including though the increase of schools becoming European Blue Schools;
4. to act synergically within the international network of Ocean Literacy initiatives.

Article 2 – Obligations of UNESCO

2.1 UNESCO agrees to execute the terms of the present Partnership Agreement.

2.2 If the CNR provides a financial contribution, it will be subject to a separate arrangement to be agreed between UNESCO and the CNR in accordance with UNESCO's Financial Rules and Regulations, which will also apply to the disbursement of funds, including those pertaining to the management costs.

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2.3 UNESCO will inform the CNR of UNESCO events or projects to which the CNR could be potentially associated towards advancing the respective goals of the Parties in this Partnership Agreement.

Article 3 - Obligations of the CNR

3.1 The CNR agrees to execute the terms of the present Partnership Agreement.

3.2 The CNR's obligations, for each funding contribution, will be defined in a separate arrangement to be agreed between UNESCO and the CNR in accordance with UNESCO's Financial Rules and Regulations. The financial contributions of the CNR will be deposited according to the payment schedules, in UNESCO's bank account (bank references will be provided in each case).

3.2 If the CNR makes a financial contribution, it will be made in accordance with UNESCO's financial regulations and rules, including those pertaining to management costs.

Article 4 – Implementing mechanisms

4.1 A Steering Committee composed of six (6) members will be appointed by the Parties to supervise and guide tasks in the implementation of the Partnership Agreement. The Steering Committee will meet once every 6 month(s) to review the implementation of the Partnership Agreement and to develop a program of work that the Parties will implement under this Partnership Agreement.

4.2 The correct performance of the provisions of the present Partnership Agreement will be assured by reference persons who will be appointed by the Parties, who shall also serve as contact points for all questions of relevance to the Partnership Agreement. The scientific contact person of UNESCO is Francesca Santoro and the ones of the CNR are Fantina Madricardo and Michol Ghezzi. The administrative contact person of UNESCO is Wally Merotto and Sofia Della Corte and of the CNR is Emma D'Acunzo.

4.3 The Parties may enter into subsequent agreements for the implementation of projects in the framework of the present Partnership Agreement.

Article 5 – Media activities

5.1 The projects, their conception, their implementation, their development, their impact and their outcome will necessitate informational and promotional activities at the initiative of - and on the part of- the Parties, separately or jointly.

5.2 Each Party is authorized to use the name, the logo, and any element of the other's identity, through the use of citations, references to, reproductions, representations on the occasion of the promotion of projects, of public relations operations, of interviews, of relations with the media (press files, articles, releases, social media assets, digital content present in the OL Portal, etc.) throughout the world. This use, which must adhere to the image of the concerned Party, must receive the prior and written consent by UNESCO when it relates to information activities external to the CNR.

5.3 The media and information support (films, photographic pictures, etc.), as well as all the rights related to them, will belong exclusively to the Party who makes and finances them. They

can only be used by the other Party after the latter obtains the prior consent of the proprietary party. Notwithstanding that, the proprietary party can refuse to authorize their use if the rights given up (copyright, trademark) do not cover the foreseen exploitations.

Article 6 – General Conditions

6.1 Use of the Name, Emblem or Official Seal of UNESCO

Unless authorized in writing by UNESCO, the CNR shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes. The same applies to the opposite, IOC-UNESCO shall not use the CNR name, emblem, and official seal in any form or manner, without prior authorization of the CNR.

6.2 Status of UNESCO

Supporting the objectives of UNESCO and of the United Nations Organization, the CNR will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. The CNR confirms that it is not directly involved in the production of goods or the delivery of services, which would be opposed to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

6.3 Status of the CNR

Nothing in this Partnership Agreement shall be construed as establishing a legal Partnership (such as, by way of clarification, Partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither the CNR nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations.

6.4 Conformity with Laws

The CNR agrees to respect the laws of the country it is operating in and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Partnership Agreement. Furthermore, the CNR certifies and warrants that it has not, nor have its members, been convicted of any crimes and that there are currently no lawsuits or legal actions being taken against it. Should this happen, The CNR undertakes to notify UNESCO immediately.

6.5 Confidentiality

The disclosure of information with respect to the cooperative activities contemplated herein will be made in accordance with, and to the extent permitted by, each of the Parties' respective policies on access to information. Any confidential information shared pursuant to this memorandum shall not be disclosed to the public or any third party, without the prior written consent of the owner or provider of such information. UNESCO has the right to submit confidential information to its external auditor and, except for personal, to its governing bodies if so requested, without prior authorization from CNR.

6.6 Intellectual property rights

6.6.1 Nothing in this Partnership Agreement shall affect ownership of the intellectual property rights of either Party existing prior to the entry in force of this Partnership Agreement. Nothing



in this Partnership Agreement shall grant to a Party any intellectual property rights and access to materials owned by the other Party prior to the effective date of this Partnership Agreement.

6.6.2 Ownership of intellectual property stemming from a research project under the Partnership Agreement shall be determined in a specific agreement.

6.7 Personal data processing and protection

6.7.1 The Parties shall ensure an appropriate protection of any information relating to an identified or identifiable individual ("Personal Data") in accordance with the UNESCO Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules.

6.7.2 The National Research Council shall process and store Personal Data according to Regulation (EU) 2016/679 and Italian Legislative Decree n. 196/2003, as amended by Legislative Decree n. 101/2018.

6.7.3 Any processing of Personal Data shall be carried out solely for the purposes of execution, management and monitoring of this Partnership Agreement. As data controllers, the Parties shall process Personal Data only within the ambit of this Partnership Agreement and thereof exclusively for administrative purposes related to the Agreement itself. Once Personal Data is no longer necessary for the purposes of the Partnership Agreement, or in case an interested individual or undertaking asks the data to be deleted, the former will be expunged from the Partys' records and files.

6.7.4 The Parties do not have the right to transfer Personal Data to third parties.

6.8 Privileges and Immunities of UNESCO

Nothing in or relating to the present Partnership Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO. The CNR shall hold harmless, defend and indemnify UNESCO against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Partnership Agreement and which arise out of acts or omissions of the CNR.

6.9 Assignment

None of the Parties shall assign, transfer, pledge or make other disposition of the present Partnership Agreement or any part thereof or of any of their rights, claims or obligations under the present Partnership Agreement except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid.

6.10 Settlements of Disputes

All disputes arising out of or in connection with the present Partnership Agreement shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

6.11 Termination

6.11.1 Should either Party fail to meet its obligations, the other Party may terminate the present Partnership Agreement upon 3 (three) months' written notice to the other Party.

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6.11.2 Either Party may terminate the present Partnership Agreement, without cause, upon 4 (four) months' written notice to the other Party.

6.12.3 Upon the termination of the present Partnership Agreement, the CNR shall not use UNESCO's name, emblem or official seal, or any abbreviation of the name of UNESCO, for promoting the Project or any other purposes.

6.13.4 Upon the termination of the present Partnership Agreement, the CNR shall inform all relevant, past, actual or potential CNRs (including all persons or bodies that have been informed by the CNR of UNESCO's participation in the Project(s)), that UNESCO (i) has terminated its Partnership Agreement with the CNR, (ii) is no longer participating in the Project(s).

6.14 Amendment

This Partnership Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

6.15 Non-Exclusivity

It is understood that this Partnership Agreement does not confer the CNR any exclusivity regarding activities such as those covered by this Partnership Agreement, and the CNR accepts that UNESCO is currently collaborating on similar activities worldwide with other CNRs.

Article 7 – Notification

7.1 The addresses for service of notices under the present Partnership Agreement shall be:

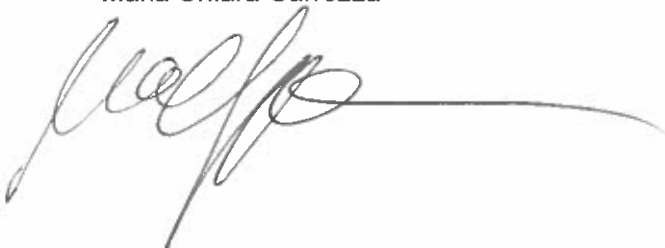
<u>For UNESCO:</u>	<u>For the CNR:</u>
Name: Magdalena Landry Title: Director UNESCO Regional Bureau for Science and Culture in Europe Castello 4930, 30122 Venice Tel: +39.041.2601512	Name: Mario Sprovieri Title: Director CNR-ISMAR Institute of Marine Sciences Arsenale Castello, 2737/F 30122 Venice Tel: +39.041.2407911

Article 8 – Duration

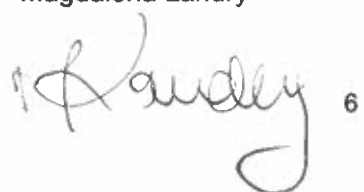
8.1 The present Partnership Agreement enters into force upon the last signature by the Parties, and remains in force for an initial period of one year. Three months before the date of expiration of this Partnership Agreement, the Parties will mutually decide on whether or not to extend the present Partnership Agreement.

This deed consists of a single electronic original with English as the language of the official text

For the CNR
The President
Maria Chiara Carrozza



For UNESCO
The Director
Magdalena Landry



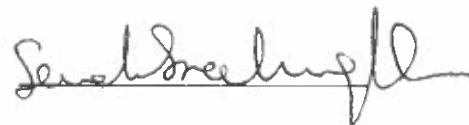
ATTESTAZIONE DI CONFORMITA' COPIA AD ORIGINALE

Copia conforme all'originale/Partnership Agreement CNR-UNESCO di n. **6 (sei)** pagine.

Partnership Agreement sottoscritto in **Venezia (Italia)** in data **18 dicembre 2024**.

La Responsabile Unità Accordi Convenzioni e Partnership del CNR

Dott.ssa Sarah Swee-Ling Chen

A handwritten signature in black ink, appearing to read 'Sarah Swee-Ling Chen', written in a cursive style.