



**ΑΠΟΣΠΑΣΜΑ ΠΡΑΚΤΙΚΩΝ
ΤΗΣ 3^{ης}/2013 ΣΥΝΕΔΡΙΑΣΗΣ ΤΗΣ ΣΥΓΚΛΗΤΟΥ
26 ΙΟΥΝΙΟΥ 2013
(ΕΚΤΕΛΕΣΤΙΚΟ ΤΗΣ ΑΠΟΦΑΣΗΣ ΣΤΟ ΘΕΜΑ: 24^ο)**

Σήμερα την 26^η Ιουνίου 2013, ημέρα Τετάρτη και ώρα 08:00 συνήλθε η Σύγκλητος του ΕΜΠ, στην Αίθουσα συνεδριάσεων της Συγκλήτου στο κτήριο Διοίκησης της Πολυτεχνειούπολης Ζωγράφου, κατόπιν πρόσκλησης του Πρύτανη με αρ. πρωτ. 15694/20.06.2013.

Παρόντες:

Ο Πρύτανης κ. Σ. Ε. Σιμόπουλος.

Τα μέλη:

Κοσμήτορες Σχολών: κ. Ι. Γκόλιας, Εκτελών χρέη Κοσμήτορα της Σχολής Πολιτικών Μηχανικών, κ. Δ. Παπαντώνης, Εκτελών χρέη Κοσμήτορα της Σχολής Μηχανολόγων Μηχανικών, κ. Δ. Τσαμάκης, Κοσμήτορας της Σχολής Ηλεκτρολόγων Μηχανικών & Μηχανικών Υπολογιστών, κα Ε. Μαΐστρου, Εκτελούσα χρέη Κοσμήτορα της Σχολής Αρχιτεκτόνων Μηχανικών, κ. Α. Σιόλας, Κοσμήτορας της Σχολής Αγρονόμων & Τοπογράφων Μηχανικών, κ. Ι. Πασπαλιάρης, Κοσμήτορας της Σχολής Μηχανικών Μεταλλείων Μεταλλουργών, κ. Γ. Τριανταφύλλου, Εκτελών χρέη Κοσμήτορα της Σχολής Ναυπηγών Μηχανολόγων Μηχανικών και κ. Κ. Φαράκος, Κοσμήτορας της Σχολής Εφαρμοσμένων Μαθηματικών & Φυσικών Επιστημών.

Εκπρόσωπος ΕΕΔΙΠ Ι: κ. Γ. Βλάχος

Εκπρόσωπος ΕΕΔΙΠ ΙΙ: κ. Χ. Τσιάκαλος

Εκπρόσωπος ΕΤΕΠ: κα Ε. Σούμα

Εκπρόσωπος ΔΠ: κ. Δ. Λαμπράκης

Εκπρόσωπος Προπτυχιακών Φοιτητών: Δεν έχει οριστεί.

Εκπρόσωπος Μεταπτυχιακών Φοιτητών: Δεν έχει οριστεί.

Εκπρόσωπος Υποψήφιων Διδασκτόρων: Δεν έχει οριστεί.

Παρίstantαι: κ. Ι. Ν. Αβαριτσιώτης, Αναπλ. Πρύτανη-Αντιπρύτανης, κα Α. Ι. Μοροπούλου, Αναπλ. Πρύτανη-Αντιπρύτανης, κ. Ε. Χίνης, εκπρόσωπος του Συλλόγου μελών ΔΕΠ.

Επίσης: κα Σ. Συγγιρίδη, Προϊσταμένη της Δ/σης Διοικητικού, κ. Κ. Τσιλιγκίρης, Προϊστάμενος της Δ/σης Οικονομικών Υπηρεσιών, κα Ε. Παπαγιάννη, Προϊσταμένη της Δ/σης Σπουδών, κα Β. Μπαλαμπάνη, Αναπλ. Προϊσταμένη του Τμήματος Φοιτητικής Μέριμνας της Δ/σης Μέριμνας, κ. Γ. Δήμου, Προϊστάμενος των Δ/σεων Τεχνικών Υπηρεσιών και Συντήρησης των Εγκαταστάσεων, κ. Π. Ανδροβιτσάνεας, Αναπλ. Προϊστάμενος του Τμήματος Προστασίας των Εγκαταστάσεων της Δ/σης Διοικητικού και κα Ουρ. Λάμπρου, Προϊσταμένη του ΚΕΔ, για θέματα της αρμοδιότητάς τους.

Γραμματέας: κα Ρ. Παπαδοπούλου, Αναπλ. Προϊσταμένη Γραμματείας Συγκλήτου.

Απόντες: κ. Α. Μπουντουβής, Κοσμήτορας της Σχολής Χημικών Μηχανικών.

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ΕΘΝΙΚΟ ΜΕΤΣΟΒΙΟ ΠΟΛΥΤΕΧΝΕΙΟ

ΓΡΑΜΜΑΤΕΙΑ ΣΥΓΚΛΗΤΟΥ

Ηρώων Πολυτεχνείου 9, Πολυτεχνειούπολη Ζωγράφου 157 80 Αθήνα ☎ 210-772.1807, 4437, 1095 Fax 1988

ΑΠΟΦΑΣΗ 3^{ης}/2013 ΣΥΝΕΔΡΙΑΣΗΣ ΤΗΣ ΣΥΓΚΛΗΤΟΥ 26.06.2013

ΘΕΜΑ 24^ο: Έγκριση ολοκληρωμένης Προγραμματικής Συμφωνίας και Συμφωνητικού Συνεργασίας μεταξύ του ΕΜΠ και του Ευρωπαϊκού Εργαστηρίου Πηγής Νετρονίων (European Spallation Source - ESS), του κρατικού Πανεπιστημίου του Orenburg της Ρωσικής Ομοσπονδίας, του Poltava University of Economics and Trade (PUET) της Ουκρανίας, του Ερευνητικού Κέντρου SINCROTRONE TRIEST S.C.p.A. της Τεργέστης, του Tianjin University of Technology της Κίνας, του Tianjin Foreign Languages University της Κίνας, του Ghent University του Βελγίου και Aalborg University (Denmark).

Η εισηγήτρια κα Α. Ι. Μοροπούλου, Αναπλ. Πρύτανη-Αντιπρύτανης ΕΜΠ, παρουσίασε τη γραπτή εισήγηση στα μέλη της Συγκλήτου και ακολούθησε συζήτηση στο πλαίσιο της οποίας τέθηκαν ερωτήσεις και δόθηκαν διευκρινίσεις για τη δημιουργία ολοκληρωμένης άποψης επί του θέματος.

Ειδικότερα κατά τη συζήτηση του 24^{ου} θέματος, η Σύγκλητος έχοντας υπόψη της:

- α) το απόσπασμα πρακτικού της 3^{ης} συνεδρίασης (25/06/2013) της Ε.Σ.Ε. Διεθνών, Ευρωπαϊκών Διμερών Πανεπιστημιακών Σχέσεων και
- β) τη συζήτηση που ακολούθησε και τις απόψεις και θέσεις που εκφράστηκαν

Εγκρίνει:

Τη συμφωνία συνεργασίας μεταξύ του ΕΜΠ και των:

1. Ευρωπαϊκό Εργαστήριο Πηγής Νετρονίων (European Spallation Source - ESS),
2. Κρατικού Πανεπιστημίου του Orenburg της Ρωσικής Ομοσπονδίας,
3. Poltava University of Economics and Trade (PUET) της Ουκρανίας,
4. Ερευνητικού Κέντρου SINCROTRONE TRIEST S.C.p.A. της Τεργέστης,
5. Tianjin University of Technology της Κίνας,
6. Tianjin Foreign Languages University της Κίνας,
7. Ghent University του Βελγίου,
8. Aalborg University (Denmark).

Οι συνεργασίες έχουν σκοπό την εμβάθυνση των σχέσεων μεταξύ των Ιδρυμάτων και την κοινή προσπάθεια για αμοιβαία κατανόηση.

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Η παρούσα απόφαση υπεγράφη κατά τη διάρκεια της Συνεδρίασης, σύμφωνα με τον πρωτότυπο πίνακα υπογραφών.

Αθήνα 26.06.2013

Ακριβές Αντίγραφο

Ο ΠΡΥΤΑΝΗΣ

Σ. Ε. ΣΙΜΟΠΟΥΛΟΣ



ΑΚΡΙΒΕΣ ΦΩΤΟΑΝΤΙΓΡΑΦΟ

Αθήνα2013

Η Αναπλ. Προϊσταμένη
της Γραμματείας Συγκλήτου

κ.α.α.

ΡΟΖΑ ΠΑΠΑΔΟΠΟΥΛΟΥ

Β. Νικολαΐδου





MEMORANDUM OF UNDERSTANDING

between

Sincrotrone Trieste S.C.p.A., hereinafter referred to as "ST" and located at S.S. 14 - km 163,5 in AREA Science Park, 34012 Basovizza, Trieste ITALY, represented by Prof. Alfonso Franciosi, Chief Executive Officer, born in Rome on July 14th, 1955, whose elected domicile is in Trieste - Basovizza (Italy), S.S. 14 km. 163,5 in Area Science Park, I-34149

on the one hand,

and

the **National Technical University of Athens**, hereinafter referred to as "NTUA", located at Athens GREECE, Zografou Campus Gr 157 73, represented by Simos E. Simopoulos, born in Athens on 17-4-1947, whose elected domicile is 9 Iroon Polytechniou Str., Zografou Campus, GR15773

on the other hand,

Hereinafter collectively referred to as the "Parties" and individually as "Party"

WHEREAS

- ST is a nonprofit, publicly funded national research organization based in Trieste, Italy, where it has established the international multidisciplinary laboratory Elettra, specializing in synchrotron radiation and its use in the natural sciences. The mission of ST is to promote cultural, social and economic growth through basic and applied research in relevant fields, technical and scientific training, as well as technology transfer.
- ST is pursuing at its Elettra Laboratory the construction of the free-electron laser (FEL) source FERMI@Elettra, based on a project approved and funded by the Italian national Government, the local Government of the Friuli-Venezia Giulia Region and the European Union (EU), covering the photon spectrum from the visible-ultraviolet to soft x-rays to allow multi-disciplinary research in domains ranging from the fundamental properties of condensed matter to atomic/cluster physics and biological systems.
- The National Technical University (NTUA) is the oldest and most prestigious educational institution of Greece in the field of technology. The scientific staff in the Schools, together with post-graduate researchers, conduct research work assisted by a considerable number of external collaborators; the amount and the high standards of this research are proved by the numerous publications in International Scientific Journals and Proceedings of International Conferences as well as by the prominent place of NTUA among European Universities. NTUA operates many of its Laboratories also as "service laboratories". They provide expert advice, specific tests and measurements as well as various specialized services, within the framework of NTUA's scientific competence, an extremely important function



1.3 The Parties will nominate an individual each to act as a contact person for coordinating activities based on the present Memorandum of Understanding.

1.4 Any specific contractual obligation exceeding the general obligations specified in this Memorandum of Understanding shall be clearly established and agreed upon on a case-by-case basis through a written agreement, hereinafter referred to as "Specific Formal Agreement", between the Parties.

1.5 In particular, any specific project to be jointly undertaken will require execution of a Specific Formal Agreement defining the scientific and/or technical goals of the collaboration, a detailed milestone schedule, and the responsibilities, commitments and contributions (both financial and in-kind) of each Party. Moreover, the Specific Formal Agreement will regulate the intellectual property rights concerning both the existing knowledge and the results of the collaboration for each specific project.

1.6 Either Party hereto still is free to independently enter into cooperation with other parties within the same field of research and technology, in compliance with the rules set in articles 6 (Property rights) and 9 (Non Disclosure).

ARTICLE 2

Duration

2.1 The present Memorandum of Understanding will come into effect on the date of the last signature and will remain valid for a period of 3 (three) years. Any modification of this Memorandum of Understanding will require written consent from both Parties.


2.2 Either Party has, at its own discretion, the right to terminate the validity of this Memorandum of Understanding before the expiration date by giving 90 (ninety) days prior written notice by registered letter to the other Party.

ARTICLE 3

Personnel

3.1 Each Party may allocate personnel to the facility of the other Party to participate in or observe the research and development to be performed under this collaboration. Such allocated personnel shall not be considered employees of the receiving Party for any purpose and will be subject to the immigration rules, safety, business and other regulations currently in effect at the receiving Party's facility, and insofar it is under the control of the receiving Party. The allocating Party shall be exclusively responsible for health insurance and general liability insurance for its personnel allocated to the other Party.

3.2 Each Party shall have the right to exercise routine administrative and technical supervisory control of the occupational activities of other Party's personnel during the allocation period and shall have the right to prior approve the allocation of such personnel and to later request its removal to the allocating Party.



6.1 To the extent they are able to do so, and taking into account any confidentiality clauses or other restrictions, each Party agrees to communicate to the other Party any technical, scientific, commercial or industrial knowledge, whether patented or not, useful or necessary for the execution of the collaboration or for the exploitation of the results of the collaboration.

6.2 Intellectual property rights, hereinafter referred to as "IPRs", owned or acquired by the Parties prior to, or independently from the execution of this Memorandum of Understanding or in compliance with any subsequent Specific Formal Agreement will remain the property of each Party.

6.3 IPRs concerning the results of the collaboration for each specific project will be agreed upon case-by-case by the Parties in the Specific Formal Agreements. However, each Party will be free to use them for its own research purposes.

6.4 Inventions, improvements and discoveries conceived or made solely by one of the Parties shall belong to the Party that has conceived or made them.

ARTICLE 7

Liability - Insurance

7.1 Staff injury

Each Party shall take responsibility for its own staff, in these areas:

- the legislation applicable to the employer covering Social Security and similar employment obligations;
- accidents in the work place and professional illnesses;

and shall fulfil all of the necessary legal obligations. Each employer continues to be responsible for any injuries or accident suffered by their own staff due to or during the execution of the present Memorandum of Understanding.

7.2 Damage to goods

Each Party shall be responsible, without any claim against the other Party, except in cases of gross negligence or intentional damage, for the damage of any nature suffered by its own property, wherever located, due to or during the execution of the present Memorandum of Understanding.

7.3 Damage to third parties

Damage caused to third parties shall be indemnified according to legislative provisions.

7.4 No grant for specific result

Parties make no express or implied warranty as to the conditions of the research or any intellectual property, generated information, or product made or developed under this Memorandum of Understanding, or the ownership, merchantability, or fitness for a particular purpose of the research or resulting product; that the goods, services, materials, products, processes, information, or data to be furnished hereunder will accomplish intended results or are safe for any purpose including the intended purpose; or that any of the above will not interfere with privately owned rights of others. Neither Party shall be liable for special, consequential, or incidental damages attributed to such research or resulting product,

9.6 Each Party shall take all necessary measures to prevent any infringement of the non-disclosure terms of this Memorandum of Understanding. Each Party shall be liable for any infringement and shall hold the other Party free and harmless against any and all claims or lawsuits or otherwise cost or damage, which may result there from.

ARTICLE 10

Applicable law and Jurisdiction

10.1 The present Memorandum of Understanding is subject to Italian law.

10.2 In the event of conflict, the Parties shall make every effort to reach an amicable settlement. Should the Parties fail to reach an amicable settlement within reasonable time, all disputes due to, arising from or in connection with the present Memorandum of Understanding, shall be referred to the ordinary Courts of Trieste.

ARTICLE 11

Final provisions

11.1 The present Memorandum of Understanding is written in English in 2 (two) identical and equally valid Originals (one for each of the involved Party); moreover all documents relating to the present Memorandum of Understanding shall be written in English.

11.2 The present Memorandum of Understanding, including the Premises, constitutes the entire agreement between the Parties in connection with the envisioned collaboration activities.

ARTICLE 12

Privacy Policy

12.1 In accordance with the provisions of the Italian Law (legislative decree n. 196 of 30 June 2003, art. 13) ST informs NTUA that the personal data provided are necessary to manage this Memorandum of Understanding and subsequent Specific Agreements. NTUA's personal data will be processed manually and electronically, by persons properly trained and authorized to deal with them in accordance to the Italian Law specified above; moreover, the data will be processed in accordance with safety standards that shall guarantee the non-disclosure of them and prevent non-authorized third parties to have access thereto.

12.2 The use of NTUA's personal data shall be strictly connected to this Memorandum of Understanding.

12.3 The Data Controller is Sincrotrone Trieste S.C.p.A. represented by Prof. Alfonso Franciosi.

12.4 According to art. 7 of the above Italian Law, NTUA is entitled to:

- receive confirmation from the Data Controller that its data are recorded or not and get evidence thereof;