

## Memorandum of Understanding

between

Ministerio Público Fiscal de la Ciudad Autónoma de Buenos Aires  
Av. Paseo Colón N° 1333  
C1063ADA Buenos Aires  
(referred to as MPF-CABA)

and

The University of Lausanne  
through its Faculty of Law, Criminal Justice and Public Administration  
1015 Lausanne  
(referred to as UNIL)

---

### Background

The Ministerio Público Fiscal de la Ciudad Autónoma de Buenos Aires (MPF-CABA) is a governmental body of Argentina which has functional autonomy and autarchy within the Judicial Branch and is headed by an Attorney General who exercises his functions before the Superior Court of Justice, and by the other officials who report to him.

The University of Lausanne (UNIL) is a leading university which stands at the forefront of research and teaching in a wide number of fields.

UNIL and MPF-CABA wish to deepen the relationship between the two organisations and have agreed to enter into this Memorandum of Understanding (MoU) to establish a collaborative framework for the purpose of identifying areas of common interest and encourage greater interaction and collaboration.

### 1. Definitions

"**Agreement**" means this agreement, any signed amendment to it, as well as any attached exhibit, annex, appendix, schedule, protocol or other equivalent addendum. If there is a contradiction between the numbered Articles of this Agreement and any attachment, the numbered Articles of this Agreement shall take precedence over any attachment.

"**Background Intellectual Property**" means any Intellectual Property owned or controlled by a Party at the Effective Date as well as any Intellectual Property developed by a Party independently of the Project.

"**Confidential Information**" means any knowledge and information relating to a Party's proprietary products and processes, ingredients, recipes, know-how, business plans, inventions, designs, methods, systems, improvements, materials, trade secrets, customer lists, supplier lists and any other information relating to the business of a Party, which is not readily available to the public.

"**Disclosing Party**" means the Party disclosing Confidential Information.

"**Effective Date**" means the date of the signature of this Agreement by the last Party to sign.

"**Intellectual Property**" means any registered and unregistered intellectual property rights such as, but not limited to, patents, designs, trademarks, plant certificates, as well as copyrights, know-how, trade secrets and confidential information.

"**Results**" means all information, know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of each Project.

"**Receiving Party**" means the Party receiving Confidential Information.

## 2. Areas of Cooperation

The Parties seek to collaborate with each other for the purposes of facilitating:

- a) The exchange of information and academic material,
- b) Visits by and exchange of research staff,
- c) Development of collaborative research projects,
- d) Organisation of joint academic activities, such as lectures, seminars, conferences and courses,
- e) Other forms of cooperation which the two institutions may jointly arrange.

## 3. Collaboration Agreement

<sup>1</sup> The Parties confirm their intention to negotiate and settle the terms of a Collaboration Agreement in respect of which each Project will take place.

<sup>2</sup> Specific details of any activity or others forms of cooperation shall be set forth in a separate Collaboration Agreement.

<sup>3</sup> The Parties acknowledge that for any agreement to be binding on them, it must be in writing and signed by a duly authorized representative of each of the Parties.

<sup>4</sup> Subject to the terms of any Collaboration Agreement agreed to, each Party will have the right, in any field related to the Project or otherwise, to:

- a) conduct business or research independently, whether or not with third parties;
- b) continue existing commitments, or make new ones;
- c) exploit or otherwise take advantage of its intellectual property within the limits of the conditions set forth in the Collaboration Agreement.

## 4. Intellectual Property

<sup>1</sup> This Memorandum of understanding does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, know-how, or materials.

<sup>2</sup> No licence to use any Intellectual Property is granted or implied by this Memorandum of understanding.

## 5. Confidentiality

<sup>1</sup> In the performance of this Memorandum of understanding, the Parties may exchange Confidential Information. In addition, the Parties may have access to Confidential Information of the other Party when visiting the premises of that Party. The Receiving Party undertakes to keep confidential and not to disclose to any third party any Confidential Information of the Disclosing Party, including after the end of this Memorandum of understanding for a period of five (5) years.

<sup>2</sup> The Confidential Information shall always remain the property of the Disclosing Party. The Receiving Party undertakes to use the Confidential Information exclusively for the purpose of this Memorandum of understanding.

<sup>3</sup> The obligations mentioned above shall not apply to Confidential Information which:

- a) was in the public domain at the time of its receipt by the Receiving Party; or
- b) was at the time of its receipt already in the Receiving Party's possession, or known to it; or
- c) become part of the public domain after its receipt by the Receiving Party, but not through a breach of this Memorandum of understanding; or
- d) is rightfully given to the Receiving Party by a third party on a non-confidential basis; or
- e) was independently developed by the Receiving Party without reliance upon the Confidential Information of the Disclosing Party.

<sup>4</sup> The Receiving Party shall have the right to disclose to the relevant authority any Confidential Information which is required by law, a competent court or a governmental entity to be disclosed, provided however that the Disclosing Party shall, where reasonably possible, first have been given an opportunity to obtain a protective order precluding or limiting the disclosure of said Confidential Information.

<sup>5</sup> The Receiving Party may communicate the Confidential Information only to those of its employees, affiliates and students who are directly and necessarily involved in the performance of this Memorandum of understanding, and who are bound to the Receiving Party by obligations similar to those of this clause. The Receiving Party shall be responsible for any breach of this clause caused by the acts or omissions of its employees, affiliates and students.

<sup>6</sup> UNIL shall be entitled to advertise and publish the fact and nature of the collaboration with MPF-CABA pursuant to this Memorandum of understanding with the prior written consent of MPF-CABA, which shall not be unreasonably withheld. Without prejudice to MPF-CABA's obligations under any applicable law on information and transparency, MPF-CABA will not advertise, publish or in any way publicly indicate the fact that it is collaborating with UNIL pursuant to this Memorandum of understanding unless it has received the prior written consent from UNIL, such consent not to be unreasonably withheld or delayed.

## 6. Communication

Any notice or communication to be given within the framework of this Memorandum of understanding shall be forwarded to the following contact persons:

### For UNIL:

Marcelo F. Aebi  
Ecole des Sciences criminelles  
Quartier UNIL-Sorge  
Bâtiment Batochimie 6307  
CH - 1015 Lausanne  
marcelo.aebi@unil.ch

### For MPF-CABA

Melina Morróni  
Oficina de Relaciones Internacionales  
Secretaría General de Relaciones Institucionales  
Ministerio Público Fiscal  
Av. Paseo Colón 1333, piso 12  
C1063ADA - Ciudad de Buenos Aires  
mmorróni@fiscalias.gob.ar

## 7. Dispute resolution

Any dispute between the institutions, which cannot be resolved in the first instance between officials of the institutions must be referred to the heads of the institutions for mediation.

## 8. General

<sup>1</sup> The Parties acknowledge that each of them is free to undertake projects on their own or in conjunction with third persons, and that the Parties will co-operate only in circumstances where each of them agrees co-operation is for their benefit and each is satisfied that the specific provisions covering that co-operation are appropriate.

<sup>2</sup> With the exception of clauses 5, this Memorandum of understanding is not binding and the Parties do not intend that it, or any part of it, to be binding. It serves only as a record of the Parties' separate intentions pending possible execution of a Collaboration Agreement as contemplated by clause 3.

<sup>3</sup> Nothing in this Memorandum of understanding will oblige a Party to or will constitute a representation by either Party that it will enter into a Collaboration Agreement with the other Party or will conduct any future Project.

<sup>4</sup> The Parties are independent contracting parties and nothing in this Memorandum of understanding shall make any Party the agent, the partner or legal representative of the other for any purpose.

**9. Duration and Amendment of the Memorandum of Understanding**

<sup>1</sup> This Memorandum of understanding shall become effective for five years from its effective date, on the understanding that subject to review and mutual written agreement it may be renewed before expiry.

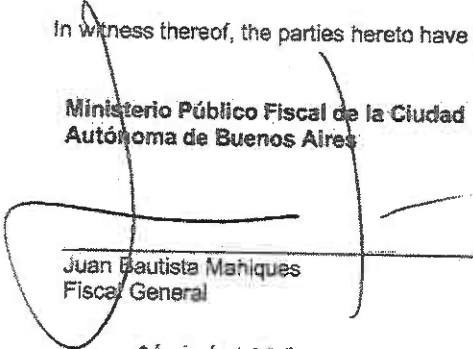
<sup>2</sup> This Memorandum of understanding may be amended by the Parties' written mutual consent at any time, any amendment is set forth in an addendum which become immediately part of the present Memorandum.

<sup>3</sup> This Memorandum of understanding may also be terminated by either party giving six months' prior notice to the other party in writing. The termination of the MoU entails the termination of its Appendix(ces)

This Memorandum of understanding has been drawn up in four original copies (two in English and two in Spanish). In case of conflict, the English version prevails.


In witness thereof, the parties hereto have offered their signatures:

**Ministerio Público Fiscal de la Ciudad  
Autónoma de Buenos Aires**


  
\_\_\_\_\_  
Juan Bautista Mahiques  
Fiscal General

Date: 24/04/2020

**University of Lausanne**

  
\_\_\_\_\_  
Nouria Hernandez  
Rector

Date: 9 mars 2020

  
\_\_\_\_\_  
Prof. Laurent Moreillon  
Dean of the Faculty of Law, Criminal Justice and  
Public Administration

Date: 12.3.2020

