

AGENȚIA PENTRU DEZVOLTARE REGIONALĂ "CENTRU"		
Intrat nr.	36134	
Anul	2023	luna 10 ziua 17

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**The Regional Development Agency of Centru Regionand**  
**EIT Urban Mobility Innovation Hub East s.r.o**

Bucharest, October 10, 2023

## REUNITED

**The Regional Development Agency of Centru Region**, established in the City of Alba Iulia, no.11 Decebal Street, county of Alba, registered in Romania, sole identity code: 11293615, represented by Mr. Simion Cretu as General Manager (hereinafter, "ADR Centru").

And on the other, **EIT Urban Mobility Innovation Hub East, s.r.o.**, established in Národní 135/14, 110 00 Praha, registered in the Czech Republic, reg. no. 088 12 641, represented by Innovation Hub Director Traian Urban (hereinafter, "EIT UM").

Both parties acting by reason of their respective competences and recognizing sufficient powers, abilities and legal capacities to formalize this MoU,

## SET FORTH

**FIRST** – that The Regional Development Agency of Centru Region has been established to steer the social and economic development of the region that reunites the counties of Alba, Brasov, Covasna, Harghita, Mures and Sibiu. The Agency takes charge of drafting and coordinating the Regional Development Plan as well as other operational and sectoral policy documents for the region. After acting as an intermediary body for the implementation of the Regional Operational Programme, it has advanced to the status of Management Authority for the Regional Programme Centru, planning and overseeing the use of regional development funds on topics such as local development, mobility, innovation, digital transformation and others

**SECOND** – that EIT KIC Urban Mobility is the Community of Innovation and Knowledge in Urban Mobility of the European Institute of Innovation and Technology (EIT) an instrument defined in Article 2.3 of Regulation (EU) 2021/695 of the European Parliament and the Council of April 28, 2021, which creates the Horizon Europe Framework Program for Research and Innovation, establishes its rules for participating and dissemination and it repeals the Regulations (EU) 1290/2013 and (EU) 1291/2013 L.2021170ES.01000101.xml (Europa.eu). The EIT KIC Urban Mobility S.L., (EIT UM) headquartered in Barcelona, has five innovation centers throughout Europe, one of them the EIT URBAN MOBILITY INNOVATION HUB EAST based in Prague, Czech Republic. In addition, the headquarters of the entire organization is located in Barcelona. As for the signing date of this MoU, it has more than 200 members, both public and private. They have experience and extensive knowledge in the effective management of European funds.

**THIRD** – that the purpose of EIT URBAN MOBILITY INNOVATION HUB EAST is to research, develop and environmentally market a friendly, socially inclusive and safe technologies and solutions linked to urban mobility, as well as to strengthen the competitiveness of Romanian companies in this sector through, among others, the access to funding from the Horizon Europe Research and Innovation framework programmes.

**FORTH** – that all three parties share the objective of promoting innovation in transportation and mobility in Romanian cities – including such topics as future mobility, sustainable city logistics, intermodality, mobility and energy, air mobility (usage of drones) etc - for which reason they consider it to be of mutual interest to establish an adequate framework to develop in this field.

By virtue of all the aforementioned, the parties decide to sign this Memorandum of Understanding, which will be governed in accordance with the following

## **CLAUSES**

### **FIRST – OBJECT**

The purpose of this Memorandum of Understanding (hereinafter, MoU) is the establishment of a general framework of action in which the Regional Development Agency of Centru Region and EIT URBAN MOBILITY INNOVATION HUB EAST can collaborate to carry out activities that promote innovation in transportation and mobility in Romanian cities.

Both parties, having considered their current portfolio of projects and programmes, and identified opportunities for co-operation that may be mutually beneficial to both organizations in the execution of their existing mandates. As such, the Regional Development Agency of Centru Region and the EIT Urban Mobility Innovation Hub East s.r.o. agree to:

1. Develop a common outreach plan for Romania 2023-2025 to cover industry, academia, and SME communities. The aim is to extend co-operation with existing research or innovation communities in Romania and increase awareness of EIT Urban Mobility programmes and opportunities for partnership, funding, and investment.
2. Consider the feasibility of a joint funded innovation call on a thematic topic of common interest. The aim is to jointly develop a viable project portfolio considering logistics, urban air mobility - drones, passenger transport, autonomous systems and safety and security.
3. Consider building synergies between EIT Urban Mobility and PR Centru, Review the opportunity for wider co-operation in early-stage research, traditionally targeted through the Horizon Europe Cluster areas:
4. Be available for an online monitoring session with EIT UM twice a year.

### **SECOND – AREAS OF INTEREST**

ADR Centru and EIT URBAN MOBILITY INNOVATION HUB EAST have the interest in collaborating in the following areas of innovation in transportation and mobility in cities, which may be relevant or applicable in the Romanian territory:

- Dissemination of innovation through the organization or joint participation in conferences, seminars or events, participation/contribution in reports or documents, web pages and social media or other dissemination elements;
- Monitoring of: initiatives, projects, developments and application of new technologies;
- Identification of challenges, as well as key-elements and learned lessons in innovation or pilot projects at regional, national or European level, especially in correlation with relevant smart specialization sectors such as smart cities or aerospace;
- Identification of synergies between the different partners, cities and metropolitan areas of reference, with a special focus on Centru region;
- Promotion of initiatives and pilot projects of interest within the Romanian territory, especially in the Centru Region, and their application;
- Other activities of common interest related to innovation in transportation and mobility in cities, within the availability of the parties and their fields of action.

### **THIRD – ESTABLISHMENT OF THE MONITORING COMMISSION**

To monitor the actions provided for in this MoU, a Monitoring Commission is created, with the following composition, roles and operating regime.

#### **1. Composition**

- On behalf of the ADR Centru: 2 members;

- On behalf of EIT URBAN MOBILITY INNOVATION HUB EAST: 2 members.

The presidency of the Commission will correspond to the representation of the ADR Centru and the secretariat of EIT URBAN MOBILITY HUB EAST. The formal designation of the members of the Commission must take place within a maximum period of one month from the MoU signing.

## **2. Roles:**

The roles of the Monitoring Commission will be those related to:

- The proposal and approval of the actions object of collaboration in the development of this MoU, among those provided for in the second clause;
- The follow-up of the actions in which the collaboration of the parties is specified;
- The interpretation of the MoU's text and the resolution of doubts that may arise regarding its application.

Likewise, the Commission may propose the modification, extension or resolution of the MoU subject to the provisions of the same.

## **3. Operations**

The Monitoring Commission will meet at least once a year and whenever it is considered convenient at the proposal of any of its members for the fulfillment of the MoU's objectives.

The Commission will adopt the agreements unanimously. Likewise, it may convene different people based on the issues to be discussed and create the working groups that are convenient to develop the collaboration provided for in this MoU.

The meetings and acts of the Monitoring Committee may be held electronically.

## **FOURTH – FINANCING**

This MoU does not entail economic consideration for any of the parties, which will assume with their own resources the costs of the actions in which, if applicable, they propose to collaborate.

## **FIFTH – CONFIDENTIALITY**

The collaboration initiatives derived from this MoU, will be carried out by both parties, preserving confidentiality. The foregoing will also apply to all information that in relation to this MoU, is provided by the other party. The public dissemination of information will only be done with the consent of the parties. Likewise, the parties are required not to reveal, communicate or divulge confidential or sensitive information that could harm the other party.

Also, in general, any of the parties that are affected by this general MoU will be obliged not to disseminate to third parties (excepting the case of legal binding obligation of parties to approve or report on the MoU to bodies governing the activity of the parties in the MoU), and to keep an absolute confidentiality of all topics, matters or information to which they have access, directly or indirectly, as a result of their collaboration, even after it has ended.

In application of the foregoing, specific confidentiality agreements may be signed if deemed necessary.

The parties are required to maintain confidentiality indefinitely after the termination of this MoU with respect to the information exchanged within the collaborations carried out, as long as the said information remains confidential or as provided by the applicable regulations.

In the event that the parties are bound by a rule or are required by any governmental or judicial authority to deliver confidential information, they will be empowered to deliver the said information, provided that the

other party is previously notified of the rule or requirement by virtue of which the Confidential Information has been requested.

## **SIXTH – PERSONAL DATA PROTECTION**

The signatory parties are required to process the personal data to which they could access during the execution of this MoU, in accordance with the provisions of the regulations in force on the personal data protection specified in the Provisions as established by the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, regarding the protection of natural persons with regard to data processing and which repeals the Directive 95/46/CE (General Data Protection Regulation), Organic Law 3/2018 of December 4 of Protection of Personal Data and Guarantee of Digital Rights and other provisions in force on the matter.

## **SEVENTH – PROPERTY**

The ownership of the results of this collaboration will belong to both parties, unless the content has been exclusively generated by one of the parties or even by a third party, in which case the ownership will belong to the party that generated it.

Both parties may disseminate information generated in the development of this MoU when agreed by the Monitoring Commission through their own web pages or through pages specifically created for this purpose, as well as through social networks, documents, press releases, etc.

## **EIGHTH – COMING INTO FORCE AND DURATION**

This MoU will take effect from the day it is signed and its validity will be three years, renewable annually by tacit agreement, which will occur if the MoU is not denounced one month before its expiration by either party.

## **NINTH – MODIFICATION AND TERMINATION**

The content of this MoU may be modified by mutual agreement between the parties when necessary for the best fulfillment of its purpose, provided that said agreement is formalized before its expiration.

The parties may denounce this MoU at any time by mutual agreement. Either party may, in turn, denounce this MoU by notifying the other party in writing one month in advance of its expiration date or any of its extensions. The said resolution will not affect, if the parties expressly agree in advance the completion of the specific activities in which they are already collaborating and that seriously affect the possible results intended for its purpose.

The extinction of EIT URBAN MOBILITY INNOVATION HUB EAST will also be the cause for termination.

## **TENTH – APPLICABLE LAW AND DISPUTE RESOLUTION**

The resolution of any discrepancy that may arise in the interpretation, execution or compliance with this MoU, will be carried out within the Monitoring Commission.

This MoU is not legally binding nor it does imply the formalization of specific and enforceable legal commitments between the parties.

And, as proof of conformity and for the due record of what is agreed, the parties sign this document in duplicate at the place and on the date indicated at the beginning.

The image shows two handwritten signatures in blue ink. The signature on the left is for Mr. Simion Cretu, and the signature on the right is for Mr. Traian Urban. They are positioned above a horizontal line that spans the width of the page.

Mr Simion Cretu, General Manager  
Regional Development Agency of Centru Region

Mr Traian Urban, Director,  
EIT Urban Mobility Innovation Hub East





Nr. 34712/ 06.10.2023

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## ÎMPUTERNICIRE

Subsemnatul **SIMION CREȚU**, domiciliat în Alba Iulia, strada Humulești, nr. 5, județul Alba, posesor al Cărți de Identitate seria AX numărul 830217 eliberată de SPCLEP Alba Iulia la data 17.11.2021, în calitate de Director General al **AGENȚIEI PENTRU DEZVOLTARE REGIONALĂ "CENTRU"** cu sediul în Alba Iulia, Str. Decebal nr. 11, județul Alba, prin prezenta îl desemnăm și împuternicim pe domnul **Chișer Sava Marin**, domiciliat în București, Șos Mihai Bravu, nr. 64-68, bl P7, sc. 4, et. 9, ap. 172, sector 2, posesor a Cărți de Identitate seria RX, numărul 015784, având CNP 1671119410016 în calitate de consilier dezvoltare locală și regională în cadrul **AGENȚIEI PENTRU DEZVOLTARE REGIONALĂ CENTRU**, pentru a semna în numele și pe seama directorului general Memorandum-ul de înțelegere între Autoritatea pentru Digitalizare a României și Agenția de Dezvoltare Regională a Regiunii Centru și EIT Urban Mobility Innovation Hub East s.r.o. în data 10.10.2023 la București.

Semnătura mandatarului în baza prezentei este opozabilă persoanei juridice **AGENȚIA PENTRU DEZVOLTARE REGIONALĂ CENTRU**, cu sediul în Alba Iulia, Str. Decebal nr. 11, județul Alba. Prezentul mandat este netransmisibil, fiind valabil pentru semnarea Memorandum-ului de înțelegere între Autoritatea pentru Digitalizare a României și Agenția de Dezvoltare Regională a Regiunii Centru și EIT Urban Mobility Innovation Hub East s.r.o, conform celor menționate mai sus.

DIRECTOR GENERAL  
SIMION CREȚU

