

DELIBERAZIONE N. 361 DEL 15/04/2025	
OGGETTO: PRESA D'ATTO AVVENUTA STIPULA MEMORANDUM OF UNDERSTANDING TRA GLI ISTITUTI FISIOTERAPICI OSPITALIERI-ISTITUTO NAZIONALE TUMORI REGINA ELENA IRCCS E CHARITÉ COMPREHENSIVE CANCER CENTER – UNIVERSITÄTSMEDIZIN BERLIN PER LO SVILUPPO DI PROGETTI DI RICERCA COMUNI – RESPONSABILE SCIENTIFICO DOTT. GIOVANNI BLANDINO	
Esercizi/o e conto 2025 - 2027 Centri/o di costo // - Importo presente Atto: € 0,00 - Importo esercizio corrente: € 0,00 Budget - Assegnato: € - - Utilizzato: € - - Residuo: € - Autorizzazione n°: - Servizio Risorse Economiche: Giovanna Evangelista	STRUTTURA PROPONENTE UOSD Servizio Amministrativo Ricerca Il Dirigente Responsabile Giovanna Evangelista Responsabile del Procedimento Lucia D'Auria L'Estensore Simone Savina Proposta n° DL-315-2025
PARERE DEL DIRETTORE SANITARIO Positivo Data 10/04/2025 IL DIRETTORE SANITARIO f.f. Costanza Cavuto	PARERE DEL DIRETTORE AMMINISTRATIVO Positivo Data 09/04/2025 IL DIRETTORE AMMINISTRATIVO f.f. Giovanna Evangelista
Parere del Direttore Scientifico IRE f.f. Giovanni Blandino data 07/04/2025 Positivo Parere del Direttore Scientifico ISG Maria Concetta Fagnoli data 09/04/2025 Positivo	
La presente deliberazione si compone di n° 6 pagine e dei seguenti allegati che ne formano parte integrante e sostanziale: All. 1	

Il Dirigente della UOSD Servizio Amministrativo Ricerca

- Visto il decreto legislativo 30 dicembre 1992 n. 502 e successive modificazioni ed integrazioni;
- Visto il decreto legislativo 16 ottobre 2003 n. 288 e il decreto legislativo 23 dicembre 2022 n. 200 di riordino della disciplina degli Istituti di ricovero e cura a carattere scientifico;
- Vista la legge regionale 23 gennaio 2006, n. 2;
- Visto l'Atto Aziendale adottato con deliberazione n. 153 del 19.02.2019 e approvato dalla Regione Lazio con DCA n. U00248 del 2.07.2019, modificato e integrato con deliberazioni n. 1254 del 02.12.2020, n. 46 del 21/01/2021 e n. 380 del 25.03.2021, approvate dalla Direzione Salute ed Integrazione Sociosanitaria della Regione Lazio, con Determinazione n. G03488 del 30.03.2021;
- Visto il Decreto del Presidente della Regione Lazio n. T00015 del 12 febbraio 2025 avente ad oggetto "Nomina del Direttore Generale dell'Azienda Sanitaria Locale dell'IRCCS Istituti Fisioterapici Ospitalieri (Art. 8, comma 7 bis, della legge regionale 16 giugno 1994, n. 18 e s.m.i.)";
- Vista la deliberazione n. 160 del 18 febbraio 2025 di presa d'atto dell'insediamento del Direttore Generale dell'IRCCS Istituti Fisioterapici Ospitalieri Dott. Livio De Angelis;
- Viste le deliberazioni n. 367 del 23 aprile 2024 e n. 263 del 18 marzo 2025 con le quali sono stati nominati rispettivamente la Dott.ssa Costanza Cavuto quale Direttore Sanitario f.f. e la Dott.ssa Giovanna Evangelista quale Direttore Amministrativo f.f.;
- Visto il D.M. del Ministero della Salute del 20 giugno 2024 di conferma del riconoscimento del carattere scientifico dell'IRCCS di diritto pubblico a Istituti Fisioterapici Ospitalieri (IFO) relativamente alla disciplina di "oncologia" per

l’Istituto Nazionale Tumori Regina Elena (IRE) e alla disciplina di “dermatologia” per l’Istituto Santa Maria e San Gallicano (ISG);

Visti gli artt. 8 e 9 del decreto legislativo 16 ottobre 2003 n. 288, come da ultimo modificati dal D.lgs. 23 dicembre 2022, n. 200, che prevedono la possibilità per gli IRCCS di stipulare accordi e convenzioni, costituire e/o partecipare a consorzi e attuare misure di collegamento e sinergia con altre strutture di ricerca e assistenza sanitaria, pubbliche e private, nonché con le Università, per la realizzazione di comuni progetti di ricerca, in conformità all’art. 15 L. n. 241/1990;

gli artt. 7 e 10 del suddetto decreto, che contemplano le diverse tipologie di ricavi degli IRCCS;

Premesso che gli Istituti Fisioterapici Ospitalieri-Istituto Nazionale Tumori Regina Elena IRCCS (di seguito “IFO-IRE”) e la Charité Comprehensive Cancer Center – Universitätsmedizin Berlin (di seguito “CCCC”) intendono contribuire al miglioramento della sanità internazionale e allo sviluppo cooperativo della comunità medica;

che a tale scopo, in data 8 gennaio 2025, IFO-IRE e CCCC hanno stipulato un Memorandum of Understanding (di seguito “MOU” o l’“Accordo”), con l’obiettivo di sviluppare progetti di ricerca comuni atti a favorire lo scambio di conoscenze e competenze per migliorare le terapie dei pazienti oncologici e a rafforzare il ruolo di IFO-IRE all’interno dei Comprehensive Cancer Centres (CCC) dell’Organization of European Cancer Institutes (OECI);

Considerato che, con tale accordo di collaborazione internazionale, IFO-IRE e CCCC hanno inteso cooperare nelle seguenti forme:

- scambio di personale medico a fini didattici, formativi e di ricerca;
- scambio di materiali scientifici, dati, pubblicazioni e informazioni;
- ricerca congiunta e altre attività nell’ambito degli interessi di entrambe le Parti;

che le attività di ricerca comuni saranno svolte sotto la responsabilità scientifica del Prof. Ulrich Keilholz, per CCCC, nella qualità di Direttore Scientifico, e del Prof. Giovanni Blandino per IRE, nella qualità di Direttore della UOC di Ricerca Traslationale Oncologica IRE;

che, ai sensi dell'articolo 5, l'Accordo di cui sopra avrà validità di n. 2 anni a decorrere dalla data di sottoscrizione;

Atteso che, ai sensi dell'articolo 10, le Parti disciplineranno all'interno dei successivi accordi progetto-specifici il trattamento dei dati personali, in conformità ai principi generali del Regolamento UE 679/2016 (GDPR), alle correlate disposizioni legislative e amministrative nazionali, comprese le loro eventuali successive modifiche (D. Lgs. 196/2003, come modificato dal D. Lgs. 101/2018), nonché alle previsioni del Garante della Protezione dei Dati Personali;

Preso atto della nota protocollo n. 5216 del 1 aprile 2025 con cui il Direttore Scientifico IRE ha trasmesso il parere favorevole alla presa d'atto della stipula dell'Accordo;

Ritenuto opportuno prendere atto dell'avvenuta stipula, in data 8 gennaio 2025, del Memorandum of Understanding tra IFO-IRE e CCCC, con validità di n. 2 anni a decorrere data di sottoscrizione dell'Accordo, per lo sviluppo di progetti di ricerca comuni e che, allegato al presente provvedimento, ne costituisce parte integrante e sostanziale (All. 1);

Attestato che il presente provvedimento, a seguito dell'istruttoria effettuata, nella forma e nella sostanza è totalmente legittimo e utile per il servizio pubblico, ai sensi dell'art. 1 della legge 20/94 e successive modifiche, nonché alla stregua dei criteri di economicità e di efficacia di cui all'art. 1, primo comma, della legge 241/90, come modificata dalla legge 15/2005.

Propone

Per i motivi di cui in narrativa che si intendono integralmente confermati di:

- prendere atto dell'avvenuta stipula, in data 8 gennaio 2025, del Memorandum of Understanding tra IFO-IRE e CCCC, con validità di n. 2 anni a decorrere data di sottoscrizione

dell'Accordo, per lo sviluppo di progetti di ricerca comuni e che, allegato al presente provvedimento, ne costituisce parte integrante e sostanziale (All. 1);

La UOSD Servizio Amministrativo per la Ricerca curerà tutti gli adempimenti per l'esecuzione della presente deliberazione.

Il Dirigente della UOSD Servizio Amministrativo Ricerca

Giovanna Evangelista

Il Direttore Generale

- Visto il decreto legislativo 30 dicembre 1992, n. 502 e s.m.i.;
- Vista la legge regionale 23 gennaio 2006 n. 2;
- Visto il decreto legislativo 16 ottobre 2003 n. 288 e il decreto legislativo 23 dicembre 2022 n. 200 “Riordino della disciplina degli Istituti di ricovero e cura a carattere scientifico”;
- Visto l’Atto Aziendale adottato con deliberazione n. 153 del 19 febbraio 2019 ed approvato dalla Regione Lazio con DCA n. U00248 del 2 luglio 2019, modificato e integrato con deliberazioni n. 1254 del 02 dicembre 2020, n. 46 del 21 gennaio 2021 e n. 380 del 25 marzo 2021, approvate dalla Direzione Salute e Integrazione Socio-sanitaria della Regione Lazio, con Determinazione n. G03488 del 30 marzo 2021;
- Visto l’art. 3 comma 6 del D.lgs. 502/92 e successive modificazioni ed integrazioni, nonché l’art. 8 comma 7 della L.R. del Lazio n. 18/94.
- In virtù dei poteri di cui alla delibera IFO n. 160 del 18 febbraio 2025 inerente l’insediamento del Direttore Generale Dott. Livio De Angelis;
- Preso atto che il Dirigente proponente il presente provvedimento, sottoscrivendolo, attesta che lo stesso a seguito dell’istruttoria effettuata, nella forma e nella sostanza è totalmente legittimo e utile per il servizio pubblico, ai sensi dell’art. 1 della legge 20/94 e s.m.i., nonché alla stregua dei criteri di economicità e di efficacia di cui all’art. 1, primo comma, della legge 241/90, come modificata dalla legge 15/2005.
- Visto il parere favorevole del Direttore Amministrativo e del Direttore Sanitario Aziendale;
- ritenuto di dover procedere;

Delibera

di approvare la proposta così formulata concernente “*PRESA D’ATTO AVVENUTA STIPULA MEMORANDUM OF UNDERSTANDING TRA GLI ISTITUTI FISIOTERAPICI OSPITALIERI-ISTITUTO NAZIONALE TUMORI REGINA ELENA IRCCS E CHARITÉ COMPREHENSIVE CANCER CENTER – UNIVERSITÄTSMEDIZIN BERLIN PER LO SVILUPPO DI PROGETTI DI RICERCA COMUNI – RESPONSABILE SCIENTIFICO DOTT. GIOVANNI BLANDINO*” e di renderla disposta.

Il Direttore Generale

Dott. Livio De Angelis

Documento firmato digitalmente ai sensi del D.Lgs 82/2005 s.m.i. e norme collegate

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CHARITÉ COMPREHENSIVE CANCER CENTER(CCCC)
AND
IRCCS ISTITUTI FISIOTERAPICI OSPITALIERI -ISTITUTO
NAZIONALE TUMORI REGINA ELENA (IFO-IRE)**

Charité – Universitätsmedizin Berlin, represented by Chief Executive Officer Prof. Dr. Heyo Kroemer, Charitéplatz 1, 10117 Berlin, Executing Department: Comprehensive Cancer Center in Germany (hereinafter "CCCC")

and

IRCCS ISTITUTI FISIOTERAPICI OSPITALIERI – ISTITUTO NAZIONALE TUMORI REGINA ELENA (IFO-IRE), having a business address at Via Elio Chianesi, 53 - 00144 Roma, Italy, VAT number 01033011006, represented by the Scientific Director Prof. Gennaro Ciliberto, as delegated by the Extraordinary Commissioner Dr. Livio De Angelis, domiciled for the office at the Institution (hereinafter "IFO-IRE")

shall agree to contribute to the improvement in international health and cooperative development of the medical community by entering into this Agreement, as follows:

Article 1 (Purpose)

The purpose of this Agreement is to promote cooperative development in leading cancer treatment by establishing a close mutual cooperation system between CCCC and IFO-IRE (hereinafter referred to as CCCC and IFO-IRE respectively) through the latest medical information and human interaction such as cancer medical treatment and research.

Article 2 (Principal Investigators and Referents)

For the purposes of this Memorandum Of Understanding (MOU), the Principal Investigators/Referents of the respective Parties are represented:

for CCCC: Prof. Ulrich Keilholz, Scientific Director;

for IFO - IRE: Dr. Giovanni Blandino, Head of the Oncological Translational Research Unit.

Article 3 (Contents of Agreement)

The Parties, in accordance with the applicable laws of Italy and Germany and within the limits of their competence shall intend to cooperate in the following forms:

- 1) Exchange of medical staff for the purpose of education, training and research purposes.
- 2) Exchange scientific materials, data, publications and information.
- 3) Joint research and other activities within the range of interest of both Parties.

The Parties shall also carry out cooperation by actively engaging in reciprocal computerized consultation, advice on medical technologies, and management support consultancy, within the scope of the object of this Agreement.

The terms and conditions of the exchange of information, data, documents, materials and any other necessary for the implementation of the cooperation will be determined by mutual Agreement between the parties and formalized in specific implementation contracts.

The parties shall adopt decisions by mutual Agreement on any other matter necessary for the implementation of the collaboration and formalize their content with a specific written deed, without prejudice to strictly operational and detailed issues that may be adopted in different forms.

Article 4 (Details regarding Fulfillment of this Agreement)

The details relating to the different forms of collaboration referred to in Article 2 will be determined by mutual Agreement between the parties following specific comparisons and exchanges of ideas between CCCC and IRE.

The aforementioned details will be the subject of specific separate written Agreements between the parties.

Article 5 (Term)

The duration of this Agreement shall be two (2) years from the date of its signing and any extension of this Agreement shall be arranged by Agreement between the Parties, within 60 days prior to the expiry of this Agreement, by means of a specific written deed.

Article 6 (Addition or Change to Contents of Agreement)

Any additions or changes to the content of this Agreement shall be determined by mutual agreement between the Parties.

Any elements that have not been specified in this Agreement may be included in an additional deed signed by both Parties.

Any differences in the interpretation of this Agreement or subsequent additional acts shall be resolved by mutual Agreement between the parties and transcribed in appropriate additional acts of authentic interpretation.

If the parties do not agree on any additional elements or on the interpretation of the clauses, each of them shall be free to withdraw from the Agreement at any time, without any liability to the other Party, by providing written notice.

Article 7 (Confidentiality)

All information held in confidence by a party and disclosed by such party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally, written, graphically or electronically, will be deemed "Confidential Information" of the Disclosing Party. In particular, a party's Confidential Information includes, but is not limited to, trade secrets, know-how, patentable or patented inventions, ideas, tangible and intangible information, including, where applicable, but not limited to, compounds, products, processes, designs, formulas, methods, techniques, programs, software models, algorithms, developmental or experimental works, test data and (including, but not limited to, pharmacological, toxicological and clinical trial data and results), data compilations, other works of authorship, improvements, discoveries, information relating to research and development plans, new products, marketing and sales, business plans, unpublished budgets and financial statements, licenses, pricing and costs, suppliers, customers, licensees and strategic partners.

Neither party may disclose in any form whatsoever or provide to any third party any information, data, documents, materials coming to its knowledge or in its possession during the execution of this Agreement or the discussions held for the definition of the individual implementation contracts, without the prior written authorization of the other party.

The Parties undertake to disclose any Confidential Information only to personnel and/or collaborators and/or consultants who are bound by obligations of confidentiality substantially equivalent to those contained in this Agreement and who must become aware of it for the implementation of the collaboration. It is understood and agreed that the parties shall also be liable for any breach of confidentiality obligations under this Agreement by the persons to whom they have disclosed the confidential information.

The confidentiality obligations under this Article shall not apply, however, to any undisclosed information which the Receiving Party demonstrates

- i. is, at the time of disclosure to the receiving Party, in the public domain;
- ii. is published or otherwise becomes public knowledge after it is received by the Receiving Party for reasons not attributable to the Receiving Party;
- iii. at the time of disclosure to the Receiving Party, were already in the receiving party's possession (as evidenced by written proof from the Receiving Party) without having been acquired, directly or indirectly, by the Disclosing Party;
- iv. was received without confidentiality of the Receiving Party (as evidenced by written evidence of the receiving party) from a third party who did not acquire it, directly or indirectly and to the knowledge of the Receiving Party, from the disclosing party under an obligation of Confidentiality.
- v. in the event that the Confidential Information is required to be disclosed pursuant to an order of law and/or competent authority, the Receiving Party may disclose such Confidential Information, provided that the Receiving Party, where permitted by applicable law, gives reasonable prior written notice to the disclosing party and uses reasonable efforts to ensure that disclosure is limited to the Confidential Information required by the order and within the limits of the order, and that the Confidential Information is used only for the purposes specified in the order of law and/or competent authority.

In turn, by signing this Agreement, the Parties undertake to keep confidential and confidential all information of a technical and commercial nature that can be classified as "Trade Secrets" pursuant to the applicable national legislation, adopting any measure (contractual, technological or physical) suitable for their protection, including towards their employees, collaborators, contractors, other sub-contractors, assignees or assignees.

Article 8 (Intellectual Property)

Each Party remains the owner of the Intellectual and Industrial Property Rights relating to its own technical-scientific *Background*, meaning all the knowledge and information developed and/or held in any capacity independently by each of the Parties before the signing of this Agreement, and to its *Sideground*, meaning with this term all the knowledge and information developed and/or held in any capacity independently by each of the Parties during the period of effectiveness of this Agreement, but not in execution of the same and not related to the objective of the collaboration, and this even if they fall within the same technical or scientific field covered by the Agreement.

The Parties mutually recognize, free of charge, the right to use their respective Backgrounds for the purposes and to the extent strictly necessary for the execution of the activities envisaged by this Agreement.

With this Agreement, no explicit or implicit licenses or other rights on patents, patent applications, trade secrets or other proprietary rights of the parties are provided. Nothing in this Agreement shall be construed as granting any right to use the Parties' names or any of their logos or trademarks in advertising, promotion or otherwise without their prior written approval.

Article 9 (Non-binding Agreement)

This MOU is not intended to be legally binding, nor to create any legal obligation between the Parties, except for the obligations set out in Clauses 7 (Confidentiality), 8 (Intellectual Property) and 10 (Processing of Personal Data).

Any disputes arising from the application of this Agreement will be resolved by mutual Agreement between the parties, without prejudice to what will be specifically detailed in the individual implementation Agreements.

Article 10 (Processing of Personal Data)

In case the Parties plan to undertake to process Personal Data, with analogue or digital support, a project-specific agreement will be negotiated in compliance with the general principles on the protection of personal data, with any obligation provided for by Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data (hereinafter 'GDPR'), as well as to act in compliance with the current legislation on Privacy (Legislative Decree 30 June 2003, no. 196, as amended by Legislative Decree 101 /2018) and the regulations on the subject, as well as the provisions of the Supervisory Authorities of the Member States of the European Union and in particular of the Guarantor for the Protection of Personal Data. The Personal Data collected will be processed exclusively for project and Scientific Research purposes.

The Data shall be processed in a lawful, correct and transparent manner towards the Data Subject pursuant to Art. 5 GDPR (General Data Protection Regulation). The Personal Data shall be processed within the limits of the purposes set out in this Agreement, or for other similar or analogous purposes that are not incompatible with the purposes of the collection of the Personal Data.

The Parties to this Agreement shall ensure the implementation of the principle of minimization in the use of the Data, i.e. only data that is adequate, relevant and limited to what is necessary to achieve the purposes of this Agreement will be processed.

The Parties undertake to adopt all appropriate technical and organizational security measures pursuant to Article 32 GDPR both during the collection and use and transmission of the same. The Parties also undertake to ensure a level of security, including IT security, appropriate to the risk, taking into

account the nature, scope, context and purpose of the data processed. of the processing, as well as risks having different probability and severity for the rights and freedoms of the natural persons concerned. The Parties hereby guarantee that all persons who, in various capacities, shall participate in the activities carried out under this Agreement shall be bound to confidentiality and to the utmost secrecy with respect to Personal Data and more generally with respect to the information processed. The Parties, by virtue of their obligations under this Agreement, shall process the Data only with computer and/or paper methods, tools and procedures strictly necessary for the purposes envisaged by the collaboration and by means of the operations indicated in Article 4 of the GDPR (Legislative Decree 2016/679). Both Parties shall promptly notify each other in writing of any acts, omissions or other fact of which either of the two becomes aware that may have a negative effect on the security of the computer systems used by them for the purposes of this Agreement. With reference to future activities to be carried out under this Agreement, the Parties undertake to keep and correctly update the Registers of processing activities pursuant to art. 30 of the GDPR.

The Parties have appointed their Data Protection Officer (DPO), respectively identified:

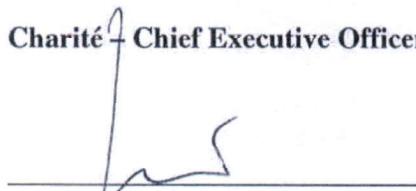
- For IFO: Scudo Privacy S.r.l., in the person of Dr. Carlo Villanacci, reachable at the following email address: c.villanacci@scudoprivacysrl.com.
- For Charité – Medical University of Berlin in the person of Janet Fahren, reachable at the following email address: datenschutzbeauftragte@charite.de.

In the event that one of the Parties receives requests, complaints, reports or communications that directly or indirectly refer to the processing of Personal Data or to compliance by either Party with the Applicable Data Protection Laws, to the extent that such request, complaint, notice or communication refers to the performance of this Agreement, it shall promptly inform the other Party, within 48 hours, unless prohibited by law and shall provide such Party with the necessary cooperation and assistance in relation to any request, complaint, notice or communication.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate, with each Party retaining one (1) copy.

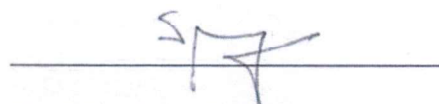
Date January 8, 2025

Charité – Chief Executive Officer



Prof. Dr. Heyo Kroemer

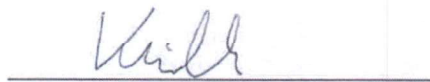
Charité – Dean



Prof. Dr. Joachim Spranger

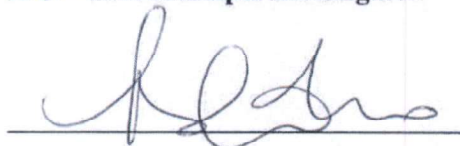
Read and acknowledged

Director Charité Comprehensive Cancer Center



Prof. Dr. Ulrich Keilholz

IFO – IRE Principal Investigator



Dr. Giovanni Blandino

Read and acknowledged

**Scientific Director of IRCCS
ISTITUTI FISIOTERAPICI OSPITALIERI
ISTITUTO NAZIONALE TUMORI REGINA ELENA**



Prof. Gennaro Ciliberto