



**MEMORANDUM OF UNDERSTANDING (MoU)  
of the LA PALMA QUANTUM INTERFEROMETER  
at the OBERVATORIO DEL ROQUE DE LOS MUCHACHOS (ORM)**

**BETWEEN**

**INSTITUTO DE ASTROFÍSICA DE CANARIAS,  
FUNDACIÓN GALILEO GALILEI - INSTITUTO NAZIONALE DI ASTROFISICA,  
NORDIC OPTICAL TELESCOPE-AARHUS UNIVERSITY,  
GRAN TELESCOPIO DE CANARIAS,  
UNIVERSIDAD AUTÓNOMA DE MADRID,  
UNIVERSIDAD DE GRANADA,  
UNIVERSIDAD DE SEVILLA,  
UNIVERSIDAD DE SALAMANCA  
and  
AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS**

In Madrid on 22 September 2025

**THE PARTIES**

- I. **INSTITUTO DE ASTROFÍSICA DE CANARIAS**, a Spanish Public Research Organization, with headquarters at C/ Vía Láctea, s/n, E-38205, San Cristóbal de La Laguna, Santa Cruz de Tenerife, Spain, and CIF Q3811001A, represented for the purpose of signing this document by Valentín Martínez Pilet, Director, acting in its behalf by virtue of the appointment made by the Governing Board of the IAC on 17 January 2024, and with the powers conferred on him in accordance with the Law 14/2011 of June 1st, of Science, Technology and Innovation, and in the Statutes of the IAC (BOE of December 21st, 2018).

Hereinafter referred to as **IAC**;

- II. **FUNDACIÓN GALILEO GALILEI - INSTITUTO NAZIONALE DI ASTROFISICA**, Rambla J.A.Fernández Pérez, 7, 38712, S.Antonio de B.Baja (S.C.Tenerife), with National Tax ID No. (VAT) G-38783312, represented for the purpose of signing this document by Dr. Adriano Ghedina, acting in accordance with the authority set forth in this document <https://www.tng.iac.es/info/estatuto/poder-adriano-ghedina.pdf>.

Hereinafter referred to as **FGG-INAF**;

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III. **NORDIC OPTICAL TELESCOPE-AARHUS UNIVERSITY**, with National Tax ID No. (VAT) N0082981B, represented for the purpose of signing this document by Dr. Petri Väisänen, Director, acting in accordance with the authority set forth in the attached Power of Attorney (POWER ATTORNEY EN-ES ULRİK-PETRI 2024.pdf),

Hereinafter referred to as **NOT-AU**;

IV. **GRAN TELESCOPIO DE CANARIAS, S.A., (GRANTECAN)**, with National Tax ID No. A38354460, represented for the purpose of signing this document by Romano Luigi Maria Corradi, Director General, acting in accordance with the authority set forth in the public deed dated 8 July 2016 before the notary of the Canary Islands, Ms Aránzazu Aznar Ondoño, under number 1575 of her protocol, registered in the Commercial Registry of Santa Cruz de Tenerife in Volume 3320, Book 0, Folio 164, Section 8, page TF 9190, entry 26, on 1 August 2016.

Hereinafter referred to as **GRANTECAN**;

V. **UNIVERSIDAD AUTÓNOMA DE MADRID**, with address to these effects at Cantoblanco Campus, Calle Einstein, nº 3, 28049 Madrid and with CIF Q2818013A, represented for the purpose of signing this document by Mr. Félix Zamora Abanades, Vice-rector for Innovation and Transfer, in the exercise of the powers delegated by the Resolution of July 2nd, 2025 issued by the Rector of the UAM (BOCM No. 163, of July 10, 2025).

Hereinafter referred to as **UAM**;

VI. **UNIVERSIDAD DE GRANADA**, with institutional headquarters at Avda. del Hospicio, s/n - 18071 GRANADA and with CIF Q1818002F, represented for the purpose of signing this document its Rector, Professor Pedro Mercado Pacheco, per Decree 131/2023 dated 12th of June (BOJA number 113, June 15th, 2023), Article 50.1 of the Organic Law of the University System 2/2023, dated 22nd March, and Article 45, k) of the University of Granada Statutes.

Hereinafter referred to as **UGR**;

VII. **UNIVERSIDAD DE SEVILLA**, with headquarters at C. San Fernando, 4, 41004 Sevilla, with National Tax ID No. (VAT) Q-4118001-I, represented for the purpose of signing this document by Carmen Barroso Castro, acting in accordance with the authority set forth in the Rectoral Resolution of January 22, 2021, as well as the delegation of authority for the signing of contracts and specific agreements in the field of knowledge transfer, is established in the Rectoral Resolution of July 28, 2025.



Hereinafter referred to as **US**;

VIII. **UNIVERSIDAD DE SALAMANCA**, with institutional headquarters at Patio de Escuelas I; 37008 Salamanca, Spain, with National Tax ID No. (VAT) number ESQ3718001E represented for the purpose of signing this document by J Miguel Mateos Roco, Vice Chancellor of Research, acting in accordance with the authority set forth in University Statutes and the delegation of powers duly conferred.

Hereinafter referred to as **USAL**,

And on the other part,

IX. **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS**; with institutional headquarters at c/ Serrano 117 – 28006 MADRID, and with NIF Q2818002D, a public research body represented for the signature of this document by D. FRANCISCO JAVIER MORENO-FUENTES, Vice-President for International Affairs, acting in accordance with the authority delegated by the CSIC presidency in the decision of 5 December 2023 (Official Spanish Gazette [BOE] 18 December 2023), through its Institutes, INSTITUTO DE ASTROFÍSICA DE ANDALUCÍA (IAA-CSIC) and INSTITUTO DE MICROELECTRÓNICA DE SEVILLA (IMSE-CSIC-US).

Hereinafter referred to as **CSIC**;

All representatives declare themselves duly empowered to enter into this Memorandum of Understanding, to which effect they

## DECLARE

- I. That the IAC is a Spanish Public Research Organization, legally constituted as a Public Consortium and integrated by the General Administration of the State, the Public Administration of the Autonomous Community of the Canary Islands, the University of La Laguna and the Spanish National Research Council (CSIC), in accordance with the Law 14 / 2011 of June 1st, of Science, Technology and Innovation, and in accordance also with the IAC Statutes, as approved by the General Secretariat for the Coordination of Scientific Policy (Official State Journal, December 21st 2018).
- II. That FGG-INAF is a Spanish non-profit Foundation in accordance with <https://www.tng.iac.es/info/estatuto/Escritura-completa-1576-02-09-16.pdf>, whose purpose is the scientific research within the framework of the International Agreement

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with SPAIN of May 26th, 1979, through the administration, management and use of the Telescopio Nazionale Galileo, sited in the Island of La Palma, with its scientific, technical and administrative infrastructures, as well as any other astrophysical activity that the founder institution INAF decide to develop.

- III. That the NOT-AU is a Finnish and Danish institution in accordance with the NOT-AU CHARTER (NOT\_CHARTER\_signed\_UTU\_AU.pdf) whose purpose is scientific astrophysics research.
- IV. That GRANTECAN S.A. is a public company that was founded in 1994 for the design and construction of the 10.4m Gran Telescopio CANARIAS, or GTC, located at the Roque de los Muchachos Observatory on the island of La Palma. In 2009, with the start of the scientific operational phase of the telescope, the company evolved its responsibility to include the operation of the telescope as a service to the wider scientific community. GTC is a Singular Scientific and Technical Infrastructure (ICTS).
- V. That the UAM is a Spanish Public University, an institution of public law, endowed with legal personality and autonomy, in accordance with the provisions of Organic Law 2/2023, of the University System (LOSU); and article I of the University Statutes, approved by Decree 214/2003, of October 16, and partially modified by Decree 94/2009, of November 5. Among its general functions, the UAM prepares for the exercise of professional activities that require the application of scientific knowledge and methods, and the dissemination, valorization and transfer of knowledge at the service of culture, of the quality of life and economic development; as well as the dissemination of knowledge and culture through university extension and lifelong training (article I.2.b), c) and d) of the LOU).

The Universidad Autónoma de Madrid researchers participating in the project are affiliated with Escuela Politécnica Superior, hereinafter referred to as EPS-UAM, is an engineering school of the Universidad Autónoma de Madrid.

- VI. That the UGR is a Spanish Public University which has set, among its goals, as it is exposed in article 3 of its Statutes, approved by decree 231/2011 dated 12th July, the consecution of, among others, the following purposes:
  - The contribution to progress and welfare of society by producing, transferring and practical application of knowledge and social projection of its activity.
  - The transmission of our high values of our coexistence, women and men equality, permanent support to people with special needs, encouragement of dialogue, peace, respect to cultural diversity and cooperation between people.

By the same token, among its general principles, article 194.1 of the Statutes establishes as one of the goals of the University of Granada that it “will contribute to social progress and economic development of society, and it will try the highest projection



of its activities in the closest environment and at national and international levels”, while in article 195, related to institutional relationships, establishes that it “will foster academic relationships, scientific, cultural and professionals with other universities and Spanish and foreign institutions”, which could be regulated through subscribing agreements.

The Universidad de Granada researchers participating in the project are affiliated with Departamento de Electrónica y Tecnología de Computadores referred to as DETC-UGR, is an engineering school of the Universidad de Granada, whose administrative offices are at the UGR Science Campus.

VII. That the US is a Spanish Public University, which has set, among its goals:

- To offer high-quality higher education, both at undergraduate and postgraduate levels, fostering the integral development of students.
- To promote research as an essential function, generating knowledge and contributing to its application for the benefit of society.
- To be an active agent in culture and in the development of the city (and the region) — not only as an educational institution but also as a participant in heritage, cultural innovation, and dialogue with society.
- To foster values such as solidarity, humanism, freedom, and meaningful social transformation.
- To adapt to change (new educational, technological, and social contexts), which implies flexibility, innovation, and internationalization.

The Universidad de Sevilla researchers participating in the project are affiliated with the Instituto de Microelectrónica de Sevilla (IMSE), hereinafter referred to as US/IMSE. IMSE is a research institute of the CSIC and the Universidad de Sevilla, whose administrative offices are at C/ Américo Vespucio 28, Sevilla, 41098, Spain.

VIII. That the University of Salamanca (USAL) is a Spanish public university, an institution of public law, endowed with legal personality and autonomy, in accordance with the provisions of article 2 of Organic Law 6/2001, of 21 December, on Universities (LOU), as partially modified by Organic Law 4/2007, of 12 April; and the Statutes of the University of Salamanca, approved by Acuerdo 19/2003, de 30 de enero, of the Junta de Castilla y León, and modified by Acuerdo 2/2005, de 13 de enero and Acuerdo 38/2011, de 5 de mayo, of the same Junta. Among its general functions, the USAL prepares for the exercise of professional activities that require the application of scientific knowledge and methods, and the dissemination, valorization and transfer of knowledge at the service of culture, quality of life and economic development; as well as the dissemination of knowledge and culture through university extension and lifelong learning.



The Universidad de Salamanca researchers participating in the project are affiliated with the GIR Astrofísica Nuclear, hereinafter referred to as USAL-GIR-AN, a Research group at Universidad de Salamanca, whose administrative offices are at University of Salamanca, Spain.

- IX. That the CSIC, in accordance with Article 47 of Act 17/2022 of 5 September amending Act 14/2011 of 1 June 2011 on Science, Technology and Innovation ("Science Act"), is a public research organization currently incorporated as a State Agency under the aegis of the Ministry of Science, Innovation and Universities through the General Secretariat of Investigation, whose purpose is to promote, coordinate, develop and disseminate scientific and technological research of a multidisciplinary nature, thereby contributing to the advancement of knowledge and to economic, social and cultural development, as well as to training staff and to advising public and private entities on this matter.

The CSIC researchers participating in the project are affiliated with the Instituto de Astrofísica de Andalucía (IAA-CSIC), a research institute of the CSIC, whose administrative offices are at Glorieta de la Astronomía, s/n, E-18008, Granada, Spain. Francisco Prada at IAA-CSIC is leading LPQI as Principal Investigator.

- X. That the Real Instituto y Observatorio de la Armada (ROA) is collaborating in the LPQI through an agreement with the IAA-CSIC, to be signed shortly in the framework of a 2025 funded project by the Junta de Andalucía, and will work closely with the Parties to this MoU.. For the purposes of the LPQI, ROA will be represented by its Director. ROA administrative offices are at Plaza de las Tres Marinas s/n, E-11110, San Fernando (Cádiz), Spain.
- XI. IAC, FGG-INAF, NOT-AU, GRANTECAN, UAM, UGR, US, USAL and CSIC may, hereinafter, be jointly referred to as "the Parties" or, individually, as "the Party".
- XII. The goal of the La Palma Quantum Interferometer (hereinafter referred to as LPQI) is to conduct groundbreaking observations using intensity interferometry at visible wavelengths, initially correlating photons observed with the NOT and TNG telescopes on the ORM at La Palma. The plan is to later involve other telescopes, such the Gran Telescopio de Canarias (GTC), the William Herschel Telescope (WHT), and the Isaac Newton Telescope (INT), in order to achieve a much larger baseline of 1.5 kilometres and higher sensitivity. The installation



of SPAD-based instruments at each telescope will contribute to achieving unprecedented spatial and temporal resolution in astronomical observations, enabling studies of extreme astrophysical phenomena such as black hole accretion disks, neutron stars, and ultra-rapid transient events. Our SPAD technology, which incorporates cutting-edge photon detection and time-tagging capabilities, together with the time synchronisation across optical fiber between telescopes with picosecond resolution, is crucial for these scientific goals. LPQI aims to establish a scientific installation which will serve as an international reference and play a fundamental role in synergy with other ground-based and space telescopes, some of which operate on the ORM at La Palma.

Since January 2024, significant progress has been made toward the development of the La Palma Quantum Interferometer (LPQI). A two-year Proof of Concept (PoC2023) grant from the PERTE-Chip Spanish Ministry of Science and Innovation, led by IAA-CSIC with partners from US/IMSE and EPS-UAM, has secured funding for the optical and opto-mechanical design of the SPAD imaging cameras and control electronics for the LPQI-Pathfinder at NOT and TNG. FGG-INAF and NOT-AU are also providing engineering support for the opto-mechanical design of the cameras, both of which incorporate the current 64×64 pixel SPAD sensors developed by the US/IMSE group. In parallel, ROA has produced the design studies for the time synchronization system, using White Rabbit technology to achieve sub-nanosecond precision. The IAC contributed to the feasibility study of the optical fiber infrastructure between telescopes and to the installation of the time-synchronization equipment at ORM. The LPQI-Pathfinder is scheduled to be ready for construction by end of September 2025.

Throughout 2024 and 2025, other initiatives included: (i) a SPAD-based compact spectrograph proposed for the INT, led by PI Arturo Machado at the IAC, as part of LPQI; and (ii) a Letter of Intent submitted to the GTC for hosting a 64×64 SPAD camera as a proof-of-concept for intensity interferometry. A kick-off meeting in Cádiz in November 2024, followed by the Preliminary Design Phase meeting in La Palma in April 2025, brought together all partners and defined the key technical and scientific priorities for advancing LPQI.

A Preliminary Market Consultation led by CDTI has concluded positively in August 2025, paving the way for a Pre-Commercial Procurement of large-format advanced SPAD detectors for the LPQI.

XIII. That the Parties, having stated the above and having agreed to carry out joint activities, given their shared interest in the promotion of knowledge wishing to establish general guidelines for the design, construction and operation of





the LPQI instrument, enter into this Memorandum of Understanding pursuant to the following

## CLAUSES

### CLAUSE ONE – SUBJECT MATTER

The purpose of this MoU is to establish general guidelines for the design, construction and operation of the LPQI instrument. Through this MoU, the parties do not acquire specific commitments or obligations, but rather general lines of action are established, with the aim of promoting collaboration among their scientists and research groups within the scientific and technological fields in which they have clear interest. Specific issues will be set out in specific agreements according to the laws of each institution.

### CLAUSE TWO – FORMS OF COOPERATION

The Parties shall mutually support each other in the organization and establishment of scientific activities within a reciprocal framework by means of the following principles to guide the formation and development of the LPQI project and collaboration:

- The Collaboration organizational model will be based upon other projects, and the successful experience in the SDSS and MAAT Collaborations.
- Collaboration will strive to maximize the scientific return.
- Produce high-quality science in a timely manner.
- Promote full utilization of the data, both the key projects and other topics.
- Incentivize people to contribute to the execution of the project (hardware, software, testing, common science infrastructure, documentation).
- Ensure a good supply of motivated people to work on science analyses.
- Provide appropriate credit both to the analysts and to the builders.
- Provide well-rewarded leadership opportunities, so that the project is a positive factor in people's careers.
- Incentivize people to work together in completing the key project analyses.
- Provide a strong platform for training of junior scientists including participation in the instrument construction.
- Provide flexibility for novel uses of the data and/or instrument.
- Provide a healthy collaborative culture, with enough policy and procedures to set and enforce standards.
- Provide good communication between the rank-and-file scientists and management, particularly about science requirements and implementation.
- Scientists and engineers of the Member Institutions will be expected to participate in

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the LPQI Organisation Chart in accordance with their expertise and contributions thereby enhancing the lines of communication within the project.

- Broadening the scientific expertise beyond the key projects will make LPQI generally more successful and will be a benefit to astronomy research.
- The Collaboration will establish a requirement for cash, in-kind, or effort (the 'buy-in').
- Scientists will be expected to contribute their effort in addition to their buy-in. This can be in the form of a contribution to the project or to common science infrastructure, documentation, etc.
- Scientists or institutions will not be allowed to reserve particular research topics. Some exceptions will be considered for Ph.D. thesis students.
- Data taken by the LPQI instrument as well as high-level spectral products will be regularly publicly released after a proprietary period with the intention of producing high-quality science in a timely manner. Data releases will include software.
- The Collaboration will promote gender balance and equality.

All institutions shall work to obtain reciprocity in the activities covered by this general protocol.

### **CLAUSE THREE – SPECIFIC LEGAL INSTRUMENTS AND PROCEDURES**

The Parties agree that the undertaking of any activity deriving from this Memorandum of Understanding shall be previously agreed upon by them in each specific case, and shall be preceded by the drafting and signature of the appropriate legal agreement or instrument, or through a mandatory administrative procedure.

When necessary, specific instruments shall provide a precise description of the details and the work programme to be carried out by each Party, and shall govern, depending on their specific purpose and as appropriate, the following aspects:

- Activities/actions to be carried out and each Party's responsibility therein.
- Type, duration and budget of each activity.
- Definition of sources of funding Scientific Research.
- Organisation chart and membership, Staff involved (such as Principal Investigator, Project Manager, Project Scientist, Instrument Scientist, System Engineer, Observations Coordinators, Instrument Specialists, Technical Team, Science Team, Data System Team, Ombudsperson and Institutional Council) facilities and equipment to be used by each Party.
- Work or project schedule.

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- Open Telescope time allocation using LPQI
- Administrative procedures and decision-making in the implementation of the joint initiatives.
- Treatment and regulation of intellectual and industrial property rights relating to the research outcomes that could result from the agreement, or in general, specific legal instrument, regarding the Parties' previous knowledge, the right of either Party to use the outcomes for research or teaching purposes, as well as the dissemination and publishing of results (publication policy).
- Similarly, all the means necessary to accurately determine the purposes and scope of each of the above-mentioned specific instruments and procedures which shall be the operational means for the implementation of this Memorandum of Understanding.

The Parties may define the specific rules on intellectual property rights (including industrial property and copyright) that they wish to introduce in each research project, activity or service, or academic programme or activity, set forth in each respective specific legal instrument.

When carrying out the work programmes, the Parties shall respect the prevailing regulations applicable to each of them.

#### **CLAUSE FOUR – HUMAN RESOURCES AND DATA PROTECTION**

The staff (including trainee research staff and/or students, researchers, teachers, technicians, representatives or similar individuals, hereinafter, collectively called "staff") of each Party, who are designated to jointly carry out any action in order to implement this general protocol or any specific instruments which may be formalized under its aegis or in order to develop it, shall absolutely continue under the management and organizational dependence of the Party with which they have an established relationship as an employee or civil servant or any other statutory or professional relationship. Therefore, in this sense, there shall be no relationship of any kind with the other Parties, and in no case may the other Parties be considered a substitute employer, and therefore each Party shall assume the responsibilities corresponding thereto under this relationship (although this will not hinder the principal investigator from carrying out the managerial duties necessary for the proper execution of joint research projects or projects involving the Parties).

The Parties shall not be responsible for any contingency or accident not caused by acts attributable to their own staff, and which could arise during the joint undertaking of any action to implement this general protocol or the instruments that may derive therefrom, and

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therefore decline any liability for damage or loss that may be suffered personally by the staff of the other Parties, or which said staff may cause to third parties or to things.

The processing of the personal data concerning personal data protection, shall be carried out pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

## **CLAUSE FIVE – FUNDING**

This Memorandum of Understanding does not, in and of itself, involve any financial obligation for the Parties; therefore, each Party shall be responsible for any expenses which may be incurred as a result of formalizing and complying with this document.

Jointly or separately, the Parties shall seek to obtain the necessary resources to carry out the programmes relative to the specific instruments, in the event that these resources cannot be totally or partially provided by the Parties, or shall manage the aforesaid with other institutions, government agencies and national or international bodies.

## **CLAUSE SIX – INTELLECTUAL AND INDUSTRIAL PROPERTY**

All Parties shall respect the intellectual and industrial property rights of third parties and, individually, those of the other Party.

Should the Parties sign specific future instruments with regard to the joint performance of research projects and actions, the rules that will govern the copyright and intellectual and industrial property rights with regard to the relevant joint purpose shall be established, as shall the rules that will govern the right to use the outcomes, which shall be subject to prior definition and agreement to be established by the Parties on a case-by-case basis.

Regardless, each Party shall continue to hold title to prior knowledge provided within the framework and in the development of this protocol, setting forth this point in the specific instruments which may be formalized to that effect. "Prior knowledge" means, in particular: data, knowledge, methods, tools, software and/or industrial and intellectual property rights provided by each of the Parties, prior to the signature of this document and/or the respective specific instruments which may be formalized under its aegis.

The prior knowledge of each Party shall be considered confidential information and shall therefore be included in the specifications regarding industrial and intellectual property included in this Memorandum of Understanding and those which may be set forth in the legal instruments signed in the development hereof.

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## CLAUSE SEVEN – OVERSIGHT AND COORDINATION

Each Party shall designate members of its staff to be responsible for monitoring this protocol, who shall propose the formalization of the corresponding specific instruments and take the relevant decisions concerning the interpretation, application, and development of this Memorandum of Understanding and the specific legal instruments which may derive therefrom, through an Oversight and Coordination Committee. Moreover, any differences that arise between the Parties regarding any aspect of the general protocol or its development shall be resolved by the aforesaid Committee, whose internal organization, in the absence of its own rules, shall be governed by Articles 15 to 22 of Act 40/2015 of 1 October, on the Legal System of the Public Sector (“Ley 40/2015 de Régimen Jurídico del Sector Público”).

To this effect, for the oversight and coordination of actions arising from this Memorandum of Understanding, the Parties designate the following units and/or vice-presidencies:

| Party:   | General matters:   | MoU or Administration matters:  |
|----------|--|---|
| CSIC     | Francisco Prada<br>LPQI PI and IAA-CSIC<br>researcher<br>f.prada@csic.es                   | Vice-Presidency of International Relations<br><br>Convenios.internacional@csic.es<br><br>IAA-CSIC Manager<br>gerencia.iaa@csic.es |
| IAC      | Arturo Manchado<br>IAC researcher<br>arturo.manchado@iac.es                                | Valentín Martínez Pillet<br>IAC Director<br>direccion@iac.es  |
| FGG-INAF | Adriano Ghedina<br>FGG-INAF Director<br>ghedina@tng.iac.es                                 | Adriano Ghedina<br>FGG-INAF Director<br>ghedina@tng.iac.es  |
| NOT-AU   | Petri Väisänen<br><br>NOT-AU Director<br>petri@not.iac.es<br><br>administracion@not.iac.es | Petri Väisänen<br><br>NOT-AU Director<br>petri@not.iac.es   |

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| GRANTECAN | Romano Luigi Maria Corradi<br>GRANTECAN Director<br>romano.corradi@gtc.iac.es         | Romano Luigi Maria Corradi<br>GRANTECAN Director<br>romano.corradi@gtc.iac.es                                |
| UAM       | Guillermo González de Rivera Peces<br>EPS-UAM researcher<br>guillermo.gdrivera@uam.es | Vice-rector for Innovation and Transfer  |
| US        | Juan A. Leñero<br>US/IMSE researcher<br>juanle@imse-cnm.csic.es                       | Secretariado de Transferencia del Conocimiento y Emprendimiento<br>tcuevas@us.es                             |
| UGR       | Antonio García<br>DETC-UGR researcher<br>grios@ugr.es                                 | Francisco Miguel Bombillar Sáenz <br>Universidad de Granada Deputy Secretary<br>vicesecretariageneral@ugr.es |
| USAL      | M. Ángeles Pérez García<br>USAL researcher<br>mperezga@usal.es                        | Vice Chancellor of Research<br>vic.investigacion@usal.es   |

The Parties may delegate attendance to the Committee meetings, and may at any time change the persons and/or units here specified by notifying, in the latter case, the other Party.

### CLAUSE EIGHT – CONFIDENTIALITY

All information exchanged between the Parties pursuant to the terms of this protocol or of the specific instruments which may be formalized shall be considered confidential and may not be divulged to third parties without the prior written consent of the other Parties.

Confidentiality shall not be applicable when:

- The receiving Party is able to show that it was previously aware of the information received.
- The information received is in, or enters into, the public domain.





- The receiving Party obtains prior written authorization to reveal the information, or it is required by a judicial order or by order of an administrative or government authority.
- It is received lawfully from a third party.
- It has been generated independently and in good faith by the members of their institution having no connection with the confidential information.

All Parties shall take any measures necessary to ensure that all of the staff participating in or related to this general protocol, as well as with the specific instruments which may be formalized in its development, are aware of and observe the confidentiality regulated in this clause.

These terms regarding confidentiality shall continue to apply for five (5) years following the termination of this Memorandum of Understanding.

### **CLAUSE NINE – ADDENDUM**

Any amendment of this protocol must be set forth in writing in addendum signed by the intervening Parties.

### **CLAUSE TEN – DURATION AND TERMINATION**

This Memorandum of Understanding shall enter into force on the date of its signature. Its duration shall be ten (10) years, renewable for another five (5) years; it may, however, at any moment any Party may withdraw from the MoU for good cause, which shall remain valid for the other Parties, by notifying the other three (3) months in advance (from receipt of the written withdrawal) of the date on which the terminating Party is to consider it to have ended.

Notwithstanding the previous paragraph, the activities which may have been agreed by the Parties consequent to the formalization and signature of the corresponding specific instruments which are being carried out at the moment of notification of termination shall continue to be carried out in accordance with the signed provisions.

### **CLAUSE ELEVEN - FORCE MAJEURE**

The Parties shall not be liable for any damage or loss caused by force majeure or fortuitous events which could impede the continuation of this general protocol and/or its specific instruments. Once the force majeure or fortuitous event has ended, the activities may be resumed in the manner and terms decided by the Parties.

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## **CLAUSE TWELVE - NOTIFICATIONS**

Any notification or communication of an official nature that must be made between the Parties due to this general protocol shall be in writing and sent by registered mail, with acknowledgement of receipt or in any other manner that involves acknowledgement of receipt, to the addresses declared by the Parties. The date of notification shall be the date of receipt thereof, as substantiated by the acknowledgement of receipt.

The Parties may change their addresses for notifications, notifying the other Party in writing to the already declared address.

## **CLAUSE THIRTEEN – PUBLICITY, NATURE, CHARACTER AND SCOPE OF THIS DOCUMENT**

The signatories of this document expressly consent to the full text, including personal data, being made public on the websites of the signatory parties in accordance to Law 19/2013 on Transparency and Access to Public Information.

This document is administrative in nature, and its character is that of the Memorandum of Understandings set forth in Act 40/2015 of 1 October, on the Legal System of the Public Sector (Article 47.1, paragraph 2). Therefore, it is not considered an agreement for the purposes set forth in Act 40/2015, and represents a declaration of intent without binding legal force between the Parties; however, they subscribe it in good faith, and with the firm intention to comply with its clauses.

Having read this instrument, the Parties declare that they are aware of its contents and of the scope of each of its clauses, and indicate that in its formalization there is no malice, bad faith, or any other motive which could vitiate their consent, and hereby sign it in duplicate at the place and on the date indicated:

15/17

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For INSTITUTO ASTROFÍSICA DE CANARIAS (IAC):

For FUNDACIÓN GALILEO GALILEI - INSTITUTO NAZIONALE DI ASTROFISICA (FGG-INAF):

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Valentín Martínez Pillet  
Director  
Place: La Laguna

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Adriano Ghedina  
Director

For NORDIC OPTICAL TELESCOPE-AARHUS UNIVERSITY (NOT-AU):

For GRAN TELESCOPIO DE CANARIAS, S.A., (GRANTECAN):

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Petri Väisänen  
Director

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Romano Luigi Maria Corradi  
Director

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For UNIVERSIDAD AUTÓNOMA DE MADRID (UAM):

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Félix Zamora Abanades  
Vice Chancellor of Innovation and Transfer

For UNIVERSIDAD DE GRANADA (UGR):

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Pedro Mercado Pacheco  
Rector  
Place: Granada

For UNIVERSIDAD DE SEVILLA (US):

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Carmen Barroso Castro  
Vice Chancellor of Transference  
Place: Sevilla

For UNIVERSIDAD DE SALAMANCA (USAL):

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J Miguel Mateos Roco  
Vice Chancellor of Research  
Place: Salamanca

For AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC):

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D. FRANCISCO JAVIER MORENO-FUENTES  
Vice-President for International Affairs  
Place: Madrid  
Date: 23-09-2025

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