

General Cultural and Scientific Cooperation Agreement

The Italian National Research Council, (CNR)

And

The Brigham and Women's Hospital, Inc. (BWH)

The Consiglio Nazionale delle Ricerche (The Italian National Research Council, CNR), having its principal office at Piazzale Aldo Moro 7, 00185 Rome, Italy, herein represented by President, Prof. Massimo Inguscio, and with The Brigham And Women's Hospital, Inc. (BWH), located at 75 Francis St, Boston, MA 02115, U.S.A., herein represented by its President, Elizabeth G. Nabel, M.D.

Regarding the development of cultural and scientific cooperation as being of mutual benefit, and desiring to strengthen such cooperation, agree on the following articles, constituting this framework agreement ("Agreement").

The parties acknowledge that this Agreement is not intended to create any legally binding commitment or obligation of either party to the other. The material terms and conditions of any future cultural or scientific cooperation jointly undertaken by the parties will be set forth in one or more separate definitive agreements, sometimes referred to herein as "executive protocols", signed by authorized representatives of the parties.

Article 1

GENERAL PROVISIONS

Within the framework of the respective regulations applying to each party, and subject to the availability of resources, the parties intend to pursue scientific and educational cooperation shall in areas of mutual interest, on a basis of equality and reciprocity.



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Article 2

FORMS OF COOPERATION

The following forms of cooperation may be pursued:

- a) exchange of faculty and staff members, graduate and undergraduate students;
- b) joint implementation of research projects;
- c) exchange of documentation, scientific information and publications; guided by each institution's Intellectual Property Guidelines;
- d) interaction through meetings, seminars, development of joint courses;
- e) construction of scientific networks;
- f) promotion of shelter and care activities, ex. housing.

Article 3

EXECUTIVE PROTOCOLS

The development and implementation of specific forms of cooperation based on this Agreement, will be separately established between parties and outlined in executive protocols in writing and signed by the authorized representatives of the parties, specifying the nature of joint activities, financial and other arrangements.

The fields of application, implementation and development of this framework agreement are:

1. Research; 2. Education; 3. Clinical Care.

Article 4

LIAISON OFFICE

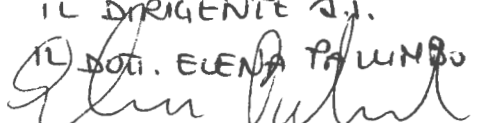
For the purpose of implementing this Agreement, an office to serve as liaison shall be designated by each Party.

For CNR the contact is: Consiglio Nazionale delle Ricerche c/o Ufficio Contratti e Partnership - Direzione Centrale Gestione delle Risorse:

For BWH the contact is: Allison Moriarty, Vice President, Research Administration.



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Article 5

Management of Research Funding and Grants

To facilitate the proper management and distribution of research funding obtained by the parties in furtherance of the cooperation contemplated herein, the parties commit to seek appropriate funds to implement their joint and/or with third parties research and teaching activities.

Article 6

Funding and Grants Agreement


All third-party funding including but not limited to European Union, Foundation, Governmental, and Private Corporate sources obtained by the parties in furtherance of the cooperation described herein will be distributed according to the proposed funding request granted to CNR and/or BWH (either directly or through INM Foundation) International Network Medicine Foundation a nonprofit Italian Research Institute entity recognized by the Italian Government and the European Union.

Article 7

ASSISTANCE AND SUPPORT

Each party, in accordance with its respective statutes, policies and regulations, shall ensure such assistance and support to visiting scholars of the other party as may be reasonably necessary to support the mutually agreed-upon goals of the visit. The scholar's home institution shall be solely responsible for the compensation, expenses and any other costs (such as lodging, travel, and meals) incurred by or on behalf of its scholars while visiting the host institution.



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Article 8

INSURANCE AND EMERGENCY HEALTH

Scholars sent by one party to visit the other must have both medical, accident and liability insurance.

The home institution of the visiting scholar shall be solely responsible for such insurance.

Article 9

INTELLECTUAL PROPERTY

The parties refer the matter of intellectual property to a specific executive protocol to be signed subsequently to this framework agreement.

Article 10

PROMOTIONAL MATERIAL AND USE OF LOGOS

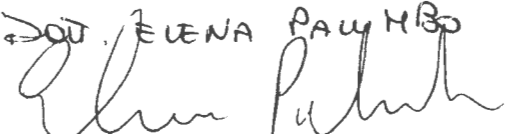
Neither party to this agreement shall use the name and logo of the other in any form of publicity or promotional material without the written consent of the party concerned.

Article 11

DATA PROTECTION

Personal data will be used and processed only for the purpose of the present agreement and consequent executive protocols in accordance with the data subjects' rights, fundamental freedoms, respect of dignity, confidentiality, personal identity and the right to personal data protection. The parties will take all reasonable measures to protect the security of the personal data.



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Article 12

EQUAL OPPORTUNITIES POLICY

Neither party to this agreement, shall discriminate against any person on the basis of race color, gender, age, sexual orientation, marital or familial status, ethnicity, religion, political opinions, national origin, or disability.

Article 13

TERMS AND CONDITIONS

This agreement is subject to approval by competent authorities, according to the national laws of each party. This Agreement shall become effective when both signatures are affixed.

Article 14

VALIDITY

This agreement shall remain in force for Five (5) years, unless earlier terminated by either party upon at least sixty (60) days advance written notice to the other party. Except as the parties may otherwise agree, the termination expiration of this Agreement shall not automatically cause the termination or expiration of any other agreement between parties.

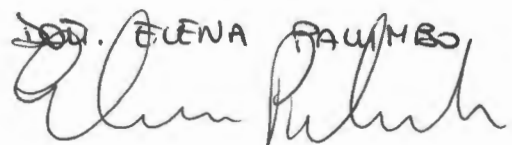
Article 15

RENEWAL

Parties may apply for renewal of the Agreement for a further period of equivalent duration. If not renewed, the agreement expired ceases its effects, without prejudice to the continuation of any ongoing activities.



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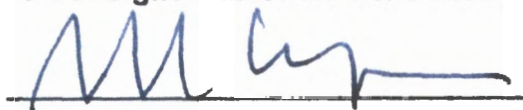
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Article 16
DISPUTE RESOLUTION

The parties agree to seek an amicable resolution of any matter to this agreement. If the parties may not resolve amicably a dispute, it shall be referred to the signatories of this agreement (or their successors), or their nominated representatives.

Drawn up in two original copies in English language, both having the same legal validity.

The **Consiglio Nazionale delle Ricerche** (The Italian National Research Council, CNR)

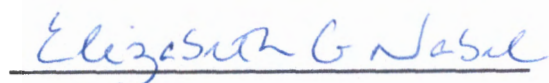


By: Professor Massimo Inguscio

Title: President

Date: 17 DIC. 2019

The **Brigham and Women's Hospital, Inc.**



By: Elizabeth G. Nabel, M.D.

Title: President

Date: FEB 12, 2019



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