

## **AGREEMENT ON SCIENTIFIC COOPERATION**

**between**

**THE NATIONAL RESEARCH COUNCIL OF THE REPUBLIC OF ITALY ("CNR")**

**and**

**THE MINISTRY OF SCIENCE AND TECHNOLOGY OF  
THE PEOPLE'S REPUBLIC OF CHINA ("MOST")**

**(Each shall be referred to as "Party" and together "the Parties")**

The Parties wishing to promote the implementation of cooperative programs in the areas of mutual interest, have agreed upon the following:

### **Article 1. OBJECTIVES**

The purpose of this Agreement is to establish a framework for the development of collaborative programmes and projects of mutual interests to further strengthen cooperation in scientific research and development between Italy and China.

The Parties shall promote scientific collaboration on projects of mutual interest among researchers from both CNR and MOST on the basis of mutual and equitable contributions and benefits.

### **Article 2. FORMS OF COOPERATION**

This Agreement shall promote collaboration including the following activities:

1. Joint research projects
2. Visits and exchange of research staff
3. Other cooperative activities mutually accepted

The Parties will carry out the scientific evaluation of the applications received individually. The evaluations will then be compared between the Parties, who will jointly select the projects to be financed.

The number of projects, amount of fund, duration and implementation or any other cooperative activities to be supported will be established in a separate Cooperative program.

### **Article 3. CONFIDENTIALITY**

The Parties shall use ordinary diligence to protect the confidentiality of information.

The Parties shall:

1. not to use Confidential Information other than for the purpose for which it was disclosed;
2. not to disclose Confidential Information to any third party without the prior written consent by the other Party;

3. to ensure that internal distribution of Confidential Information by the Receiving Party shall take place on a strict need-to-know basis;
4. Each Party shall promptly advise the other Party of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

Notwithstanding any termination or expiration of this Agreement, the confidentiality obligations under this Agreement shall survive such termination or expiration and shall continue in effect for a further period of four (4) years from the date of such termination or expiration.

#### **Article 4. INTELLECTUAL PROPERTY**

Nothing in this Collaboration Agreement shall affect ownership of the Intellectual Property rights of either Party existing prior to the date of this Collaboration Agreement or generated by a Party not in the course of a Research Project.

Nothing in this Agreement shall grant to a Party any rights to Intellectual Property and Materials owned by the other Party prior to the effective date of this Collaboration Agreement, Intellectual Property and Materials developed by the other Party not in the course of a Research Project and Intellectual Property and Materials arising out of the activities of a Research Project without inventive step by such Party.

Ownership of Intellectual Property arising in the course of a Research Project shall be determined in accordance with inventorship under applicable law.

Joint Intellectual Property Rights: The ownership of intellectual Property co-created by the research institutions or researchers and the benefits derived therefrom shall be agreed upon by the project partners based on their respective actual contribution.

#### **Article 5. PUBLICATIONS**

Each Party has the right to publish its own scientific findings, technical reports and results of the work performed under a Research Project under this Collaboration. Any publications containing results of the other Party must be agreed prior to publication and deep analysis of the clauses related to the data protection of intellectual property rights.

The logo of each Party shall only be used by the other Party under prior written approval of the Party to which it belongs.

#### **Article 6. DISPUTE RESOLUTION CLAUSES**

Any dispute resulting under this Agreement shall be resolved amicably.

Therefore, any dispute concerning the interpretation or execution of this Agreement will be resolved through friendly consultations and negotiations between the Parties.

#### **Article 7. PROTECTION OF PERSONAL DATA**

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by MOST pursuant to Personal Information Protection Law of the People's Republic of China. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management and monitoring of this Agreement. As Data controllers, the Parties shall process personal data only in the context of this Agreement and thereof exclusively for administrative purposes related to the Agreement itself, by following the legal clause of the performance of a Contract. Once personal data



are no longer necessary for the purposes of the Agreement, or in the event that the data subject exercises the right to erasure, the personal data if not subject to the permanent storage restriction will remain stored solely for the purpose of addressing potential liabilities arising from the processing, during the period of prescription. After this period, the personal data will be deleted. The Parties undertake to comply with data protection laws and regulations in their respective countries or regions. Without the authorization of relevant laws, regulations or agreement or without obtaining the consent of the other Party, the Parties do not have the right to transfer personal data to third parties.

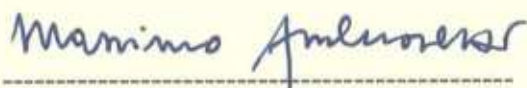
#### **Article 8. DURATION**

This Agreement shall come into force on the date of its signature from both Parties and remain in force for a period of 4 years unless it is renewed or either Party expresses its intention to terminate this Agreement through a certified notification at least six months prior to the expiry date.

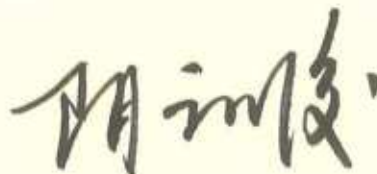
This Agreement has been signed in two identical copies in the English language.

For the National Research Council  
of Italy

For the Ministry of Science and Technology  
of China



On behalf of the President of the CNR,  
Ambassador Massimo Ambrosetti



Minister Yin Hejun

Date: 8 November 2024

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