

AGREEMENT ON SCIENTIFIC COOPERATION
between
THE NATIONAL RESEARCH COUNCIL OF ITALY (“CNR”)
Piazzale Aldo Moro 7 – 00185 Rome, Italy

and
BioSense Institute – R&D Institute for Information Technology in BioSystems (“BioSense”)
Zorana Djindjića 1 – 21000 Novi Sad, Serbia

(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 Serbia.

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

The activities promoted under this Agreement are to be considered preparatory for joint applications in European or international programmes.

Article 2. FORMS OF COOPERATION

This agreement promotes collaboration which shall be articulated through some or all the following activities:

1. Joint research programs
2. Visits and exchange of research staff
3. Joint workshops and conferences
4. 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 funding, 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 use Confidential Information other than for the purpose for which it was disclosed;
2. not disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
3. ensure that internal distribution of Confidential Information by the Receiving Party takes place on a strict need-to-know basis;
4. promptly advise the other Party of any unauthorized disclosure, misappropriation or misuse of Confidential Information they become aware of.

Notwithstanding any termination or expiration of this Agreement, the confidentiality obligations under this Agreement shall survive such termination or expiration and continue to be 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 Agreement shall affect ownership of the Intellectual Property rights of either Party existing prior to the date of this Agreement or generated by a Party outside of activities under this Agreement.

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 Agreement, Intellectual Property and Materials developed by the other Party outside of activities under this Agreement and Intellectual Property and Materials arising out of the activities under this Agreement but without an inventive step by such Party.

Ownership of Intellectual Property arising out of the activities under this Agreement shall be determined in accordance with inventorship under applicable law.

Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both Parties during activities within this Agreement will belong jointly to both Parties in ratio of 50% to each Party.

Article 5. PUBLICATIONS

Each Party has the right to publish its own scientific findings, technical reports and results of the work performed as part of activities under this Agreement. Any publications containing results of the other Party must be agreed upon 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. Disputes will not be referred to third parties, to courts or arbitration.

Article 7. PROTECTION OF PERSONAL DATA

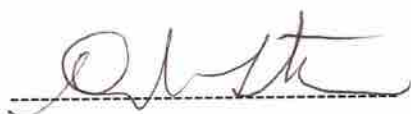
Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by BioSense pursuant to Regulation Personal Data Protection Act of the Republic of Serbia (Official Gazette No. 87/2018). Any processing of personal data shall be carried out exclusively for the purposes of the execution, 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 case a data subject exercises a right of erasure, personal data will remain stored exclusively for the purpose of addressing potential liabilities arising from the processing while respecting the statute of limitations. After this period, the personal data will be deleted. The Parties do not have the right to transfer personal data to third parties.

Article 8. DURATION

This Agreement shall enter into force on the date of its signature by both Parties and shall remain in force for a period of four (4) years, with a tacit renewal for another period of four (4) years, unless either Party resolves the Agreement by notification at least six months before the expiration date.

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

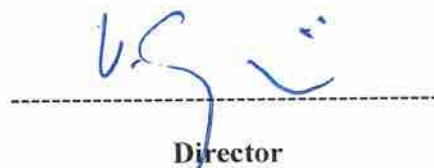
For the National Research Council of Italy



For the President

Date: 13/05/23

For the BioSense Institute



Director

Date: 15.5.2023.