

## AGREEMENT ON SCIENTIFIC COOPERATION

between

**THE NATIONAL RESEARCH COUNCIL OF ITALY (“CNR”)**

and

**AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS, CSIC (THE SPANISH NATIONAL RESEARCH COUNCIL)**

(Each shall be referred to as “Party” and together “the Parties”)

### THE PARTIES

Of the one part, THE NATIONAL RESEARCH COUNCIL OF ITALY (“CNR”), established in Piazzale Aldo Moro 7 – 00185 Rome, Italy, with National Tax ID No. (VAT) 02118311006, represented for the purpose of signing this document by Prof. Maria Chiara Carrozza, President of CNR, acting in accordance with the authority set forth in the Appointment Act signed by the Minister for Universities and Research on 12 April 2021

And on the other part, the AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC), 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 Ms. Eloísa del Pino Matute, President, acting in exercise of the functions attributed by art. 11.2.i) of the Statute of the CSIC, contained in Royal Decree 1730/2007, of 21 December, which created the State Agency of the Spanish National Research Council and approved its Statute (BOE 14-0 1-2008).

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 Spain.

The Parties shall promote scientific collaboration on projects of mutual interest among researchers from both CNR and CSIC 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



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The Parties agree that the undertaking of any activity deriving from this Agreement 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.

### 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: Intellectual Property created with the inventive contribution of both Parties in the course of a Research Project 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 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.

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#### **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 and by CSIC pursuant to Regulation (EU) 2016/679. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management and monitoring of this MoU. 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 MoU, 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 undertake to comply with Article 89 GDPR which regulates the guarantees and exceptions relating to processing for archiving purposes in the public interest, scientific or historical research or statistical purposes. The Parties do not have the right to transfer personal data to third parties. Furthermore, the Parties undertake to enter into a Personal Data Co-ownership Agreement following the conclusion of the Cooperation Agreement, once the project has been jointly defined.

#### **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 5 years unless explicit renewls or either Party expression of resolution through a certified notification at least six months prior to the expiry date.

#### **Article 9. NATURE, CHARACTER AND SCOPE OF THIS DOCUMENT**


This document 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.

This Agreement shall supersede and replace the MoU signed in 2021.

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



<p>For the National Research Council of Italy (CNR)</p>  <hr/> <p><b>President</b></p> <p>Date: _____</p>	<p>For the AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC):</p>  <hr/> <p><b>President</b></p> <p><b>On the date of signature</b></p>
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