

**FRAMEWROK AGREEMENT ON SCIENTIFIC COOPERATION
BETWEEN**

THE NATIONAL RESEARCH COUNCIL OF ITALY

Piazzale Aldo Moro 7 – 00185 Rome, Italy

AND

CHINA ACADEMY OF CULTURAL HERITAGE

No. 2 GaoYuan Street, ChaoYang District, Beijing 100029, P.R. China

Desirous of continuing the partnership, furthering exchanges and cooperation, deepening mutual understanding, promoting the exchange of knowledge and expertise, and achieving mutual benefit in the field of cultural heritage conservation, restoration and use, the China Academy of Cultural Heritage (CACH) and the National Research Council of Italy (CNR) (hereinafter each refers to as “Party” and together “the Parties), have agreed upon the following:

Article 1. OBJECTIVES

The purpose of this Agreement is to further strengthen collaboration between China and Italy in the field of scientific research.

The Parties shall promote and support collaboration in research areas of mutual interest among researchers from both CACH and CNR on the basis of mutual and equitable contributions and benefits.

Article 2. FORMS OF COOPERATION

This Agreement shall promote collaboration including the following activities:

- Joint research projects
- Visits and exchange of research staff
- 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: 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.

Article 6. DISPUTE RESOLUTION CLAUSES

Any disputes arising from the interpretation or execution of this Agreement, as well as matters not covered by this Agreement, shall be resolved through friendly consultations and negotiations between the Parties. Disputes shall not be referred to third parties, courts, or arbitration.

Either party may request amendments to this Agreement. If the other party agrees to the amendment, the amended agreement shall take effect after mutual consultation, agreement, and signing by both Parties.

Article 7. PROTECTION OF PERSONAL DATA

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by CACH pursuant to Legal documents of the People's Republic of China on data confidentiality. 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 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 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 shall remain in force for a period of 3 (three) years. If both parties decide to continue the cooperation upon expiration, this Agreement shall automatically extend for another period of 3 (three) years unless either party notifies the other in writing at least six months before the expiration of the intention to terminate the agreement. Upon expiration or termination of this Agreement, both Parties shall continue to complete the cooperative projects within the term of the agreement until the projects are concluded or termination is mutually agreed upon through consultation.

This Agreement is made in two copies, written in Chinese and English, with each party holding one copy, both of which have equal legal effect.

For the National Research Council of Italy

President


Date


28/11/2024

For the China Academy of Cultural Heritage

President

Date


11/22/2024

中国文化遗产研究院与意大利国家研究委员会

关于科研合作的框架协议

中国文化遗产研究院与意大利国家研究委员会（以下单独称为“一方”，合称为“双方”）希望在文化遗产保护、修复和利用领域延续伙伴关系，开展进一步的交流与合作，加深相互理解、促进知识与经验互换，实现互利共赢。双方协议达成以下条款：

第一条 目标

本协议旨在进一步加强中意两国在科研领域的合作。

双方将在相互公平贡献及互惠互利的基础上，促进双方研究人员在共同感兴趣的研究领域开展合作。

第二条 合作方式

本协议将促进包括以下活动的合作：

- 1、联合研究项目；
- 2、研究人员互访与交流；
- 3、双方均同意的其他合作活动。

双方将对各自收到的申请进行科学评估，然后对评估结果进行比较，共同选定将要资助的项目。

关于所支持的项目或其他任何合作活动的数量、金额、周期和实施，将另行签署合作计划予以确定。

第三条 保密条款

双方将采取普通谨慎的方式保护信息的保密性。

双方：

- 1、不得将保密信息用于除披露之目的以外的其他目的；
- 2、未经另一方事先书面同意，不得向任何第三方披露保密信息；

3、确保接收方对保密信息的内部披露严格依照“真有必要才应知情”的原则进行；

4、一方在意识到保密信息未经授权被披露、盗用或误用后，应立即通知另一方。

本协议下的保密义务将在本协议终止或期满后存续并将自终止或期满之日起继续有效四年。

第四条 知识产权

本合作协议中的任何内容均不影响任何一方在本合作协议生效日期之前已存在的或一方在研究项目过程之外单独生成的知识产权所有权。

本协议中的任何内容均不赋予一方在以下方面的任何权利：另一方在本合作协议生效日期之前已拥有的知识产权和材料；另一方在研究项目过程之外单独开发的知识产权和材料；一方无创造性贡献的研究项目活动所产生的知识产权和材料。

在研究项目过程中产生的知识产权的所有权，将依据适用法律规定的发明权确定。

共同知识产权权利：在本协议内的研究项目过程中，由双方共同创造性贡献产生的知识产权，将按照各方 50%的比例共同归属双方。

第五条 出版物

双方均有权发表其在本合作协议下的研究项目框架内完成的科学发现、技术报告和工作成果。任何包含另一方成果的出版物须在出版之前征得同意并深入研究与知识产权数据保护相关的条款。

每一方的标识只有在该标识所属方事先书面同意后方可由另一方使用。

第六条 争议解决条款

由本协议的解释或执行以及协议未包括事项所产生的任何争议，将通过双方友好协商和谈判加以解决。争议不得诉诸第三方、法院或仲裁。

任何一方均可要求修改本协议。另一方同意修改的，修改后的协议经双方协商、同意、签字后生效。

第七条 个人数据的保护

个人数据由意大利国家研究委员会根据欧盟第 2016/679 号条例处理，由中国文化遗产研究院根据中华人民共和国数据保密相关法律文件处理。任何个人数据的处理都将仅为执行、管理和监控本协议之目的而进行。作为数据控制方，双方应仅在本协议的范畴内处理个人数据，且仅为与本协议本身相关的行政目的依照合同履行的法律条款进行处理。一旦个人数据不再是本协议目的所必需或数据主体行使了删除权，则个人数据将仅为应对处理可能产生的潜在责任而存储，同时尊重时效规定。在此期限之后，个人数据将被删除。双方承诺遵守《欧盟通用数据保护条例》第 89 条，该条规定了与出于公共利益的归档目的、科学或历史研究目的或统计目的的数据处理相关的保障和例外内容。双方均无权将个人数据转让给第三方。此外，一旦双方共同确定项目之后，双方承诺在合作协议签订后，订立个人数据共同所有权协议。

第八条 协议期限

本协议自双方签字之日起生效，有效期为三年。如果双方决定在期满后继续合作，本协议将自动延长三年，除非任何一方在终止本协议的意图期满前至少六个月以书面形式通知另一方。本协议期满或终止时，双方应在协议期限内继续完成合作项目，直至项目完成或双方协商同意终止为止。本协议一式两份，以中、英文书写，双方各执一份，具有同等法律效力。

中国文化遗产研究院

意大利国家研究委员会

授权代表：

凌明

授权代表：



日期：

11/22/2024

日期：

28/11/2024