



Consiglio Nazionale delle Ricerche



中国科学院  
CHINESE ACADEMY OF SCIENCES

## **AGREEMENT ON SCIENTIFIC COOPERATION**

**between**

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

Piazzale Aldo Moro 7 – 00185 Rome, Italy

**and**

**THE CHINESE ACADEMY OF SCIENCES (“CAS”)**

52 Sanlihe Road, Xicheng District, Beijing, China

**(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 the Parties.

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

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

This Agreement shall promote collaboration including the following activities:

1. Joint research programs;
2. Visits and exchange of research staff;

3. Other cooperative activities mutually accepted.

The Parties will carry out scientific evaluations of the applications to the joint research programs received individually. The evaluations will then be shared and discussed 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 activity to be supported will be established on those separate cooperative programs.

### **Article 3. FUNDING AND REGULATIONS**

Cooperative activities under this Agreement will be subject to the availability of funds and each Party's budget priorities and applicable policies.

Each Party shall cover its own administrative cost as well as the cost of the participants from its own country to take part in the cooperative activities under this Agreement.

### **Article 4. CONFIDENTIALITY**

The Parties shall undertake to hold the Confidential Information that is exchanged directly or indirectly.

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 Disclosing 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 six(6) years from the date of such termination or expiration.

“Confidential Information” means all information written, verbal or graphic, as well as those being included in electronic or electromagnetic media that is by its nature confidential or is identified as confidential by the Disclosing Party.

## **Article 5. 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 jointly determined in accordance with inventorship under applicable law.

Joint Intellectual Property Rights: the ownership of Intellectual Property created with the inventive contribution of both Parties in the course of a research project will belong jointly to both Parties in ratio of 50% to each Party, unless otherwise agreed and signed in a separate agreement.

## **Article 6. 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.

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 7. JURISDICTION AND APPLICABLE LAW**

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 8. PROTECTION OF PERSONAL DATA**

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by CAS 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 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 shall be deleted. The Parties do not have the right to transfer personal data to any third party.

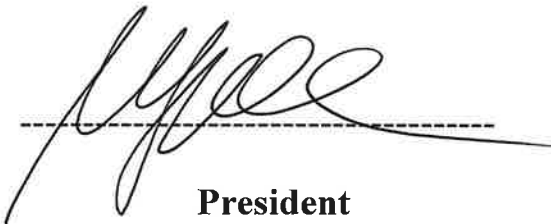
## **Article 9. DURATION AND TERMINATION**

This Agreement shall come into force on the date of its signature from both Parties and remain in force for a period of six(6) years unless either Party expresses its decision to

terminate it through a certified written notification at least six(6) months prior to the expiry date.

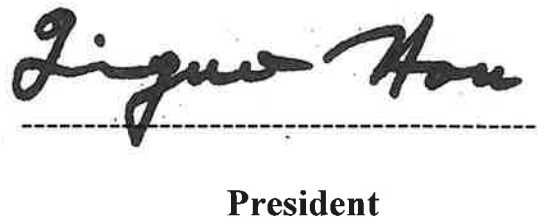
This Agreement has been signed in two identical copies in the English language.

For the National Research Council of Italy

  
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**President**

**Date:** \_\_\_\_\_

For the Chinese Academy of Sciences

  
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**President**

**Date:** 09/27/2022

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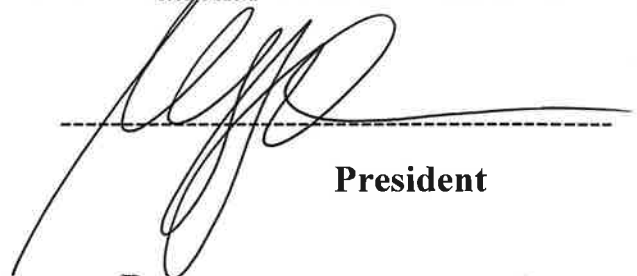
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