

AGREEMENT ON SCIENTIFIC COOPERATION
between
THE NATIONAL RESEARCH COUNCIL OF ITALY
Piazzale Aldo Moro 7 – 00185 Rome, Italy
and
SCIENCE MALTA

Villa Bighi, Dawret Fra Giovanni Bichi, Kalkara KKR1320, Malta

This Agreement is entered into today 11th September 2024, between the National Research Council of Italy (hereinafter referred to as 'CNR'), duly represented by Prof.ssa Maria Chiara Carrozza, President, and Science Malta (hereinafter referred to as 'SM'), duly represented by Mr. Silvio Scerri, Chief Executive Officer, individually referred to as 'the Party' and jointly as 'the Parties', who wish to promote the implementation of cooperative programmes in the areas of mutual interest. To this effect, the Parties 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 (IT) and Malta (MT).

The Parties shall promote scientific collaboration on projects of mutual interest among researchers from CNR and SM's research performing stakeholders on the basis of mutual and equitable contributions and benefits.

Article 2.

FORMS OF COOPERATION

This Agreement shall promote collaboration in areas of mutual interest, including the following activities:

1. Joint mobility research projects (Bilateral Exchanges between IT and MT)
2. Joint research projects (Bilateral Extensive Research Performing with Impact Outcomes)
3. Other cooperative activities mutually accepted by the Parties in writing.

The Parties shall carry out the scientific evaluation of the applications received individually. The evaluations shall then be compared between the Parties, who shall 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 shall be established in a separate Agreement detailing the Cooperative programme.

Article 3.

CONFIDENTIALITY

3.1. Each of the Parties to this Agreement intends to disclose information (the Confidential Information) to the other Party or Parties for the purpose of implementation of this agreement (the Permitted Purpose). For the avoidance of doubt, all information disclosed between the Parties on the Permitted Purpose shall be deemed to be Confidential irrespective of whether the Party disclosing (the Discloser) has marked the information as confidential.

3.2. Each Party to this Agreement is referred to as 'the Recipient' when it receives or uses the Confidential Information disclosed by the Discloser.

3.3. The Recipient undertakes not to use the Confidential Information for any purpose except the Permitted Purpose, without first obtaining the written agreement of the other Discloser.

3.4. Neither Party shall issue any press release or any other information to the public containing the names of the other Party or Parties, without first obtaining the written agreement of the Party to be named.

3.5. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party, except to its employees and professional advisers, who need to know the same for the Permitted Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 3.3 above and this clause 3.5.

3.6. The undertakings in clauses 3.3 and 3.5 above apply to all of the information disclosed by each Discloser to each Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

- A. any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
- B. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser; or
- C. any information obtained by the Recipient from a third party with a valid right to disclose such Confidential Information, provided that said third party is not under a confidentiality obligation to the Discloser; or
- D. any information which was independently developed by Recipient without reference to Discloser's Confidential Information as shown by Recipient's written records.

3.7. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority. Provided that, in the event that such a disclosure is required, the Recipient shall promptly notify the Discloser.



3.8. The Parties give no warranties in relation to the Confidential Information disclosed through this Agreement and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the Discloser as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

3.9. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information and will not retain any copies or records of the Confidential Information disclosed by the Discloser.

3.10. 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.

3.11. 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 rights under the applicable law of the respective countries, depending on where the project is being carried out.

Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both Parties in the course of a Research Project within this Agreement shall 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 within a Research Project under the Collaboration by virtue of this Agreement. Any publications containing results of the other Party must be agreed by both

 

Parties prior to publication and after a deep analysis of the clauses related to the data protection and 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

Any dispute resulting under this Agreement shall, as far as possible 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. In case of a long-standing dispute this will be escalated to the Director Generals of the respective institutions and should no amicable solution be found the agreement shall be considered as terminated as per article 8. Disputes will not be referred to third parties, to courts or arbitration.

Article 7.

PROTECTION OF PERSONAL DATA

The Parties shall process Personal data pursuant to Regulation (EU) 2016/679 and relevant national measures implementing the same. 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 is 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 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 by both Parties and shall remain in force for a period of 6 years. The Parties may agree, at least six months before the expiry of the Agreement, to renew this Agreement in writing.



At any time during the period in which the Agreement is in force as stated aforesaid, either Party may terminate this Agreement provided that the latter Party gives the other Party a notification in writing to this effect at least six months before the intended termination.

This Agreement may be revised or modified by the Parties after consultation. Any accepted revision or modification shall be made in writing and shall come into force on a date agreed by the Parties. Such a written amendment/revision shall be deemed to be part of this Agreement and shall be annexed to it accordingly.

The termination of this Agreement will not affect the exchange activities, project, or programmes carried out under this Agreement that are not fully executed at the time of the termination of this Agreement.

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

For
The National Research Council
of Italy

For
Science Malta

Prof.ssa Maria Chiara Carrozza
President



Mr Silvio Scerri
Chief Executive Officer