

# Collaboration Agreement

BETWEEN

THE NATIONAL RESEARCH COUNCIL OF THE ITALIAN REPUBLIC  
("CNR")

AND

WEIZMANN INSTITUTE OF SCIENCE ("WIS")  
of 234 Hertzal Street, PO Box 26, Rehovot 7610001, Israel

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

## WITNESSETH:

**WHEREAS,** the Parties wish to enter into a Collaboration Agreement with the objective to collaborate in research, which is of interest to both Parties, subject to availability of funding resources (the "Collaboration").

**WHEREAS,** the Parties desire to set down the terms and conditions under which the Collaboration shall be operated;

**NOW THEREFORE,** the Parties agree as follows:

### 1. OBJECTIVES

1.1. Under the Collaboration, the Parties will strive to promote collaborative initiatives between CNR and WIS, in the research areas of Medical Science, Physics and Chemistry.

1.2. The Collaboration objectives (the "Objectives") will encompass:

1.2.1. Joint research projects conducted by WIS-CNR consortia (the "Research Projects").

1.2.2. Mutual visits and exchange of scientific data and mutual use of equipment.

1.2.3. Exchange of scientific personnel giving priority to young scientists.

1.2.4. Joint workshops, seminars and conferences to allow participation, support, hosting and organization of conferences in relevant fields of interest.

### 2. FUNDING

2.1. The Parties shall coordinate the bilateral funding of joint scientific projects of mutual interest on a case-to-case basis building on the respective funding schemes and shall execute a Cooperative Programme agreement for each joint project.

2.2. Unless otherwise agreed upon by the Parties, each Party will cover the costs of the research participant from its own Country. The number of projects and any other cooperative activity to

be supported each year will be contingent upon funding availability in each Party's budget, which will be established by the Joint Committee.

### 3. STRUCTURE OF THE COLLABORATION

- 3.1. The Collaboration will be headed by two Representatives – one from each Party.
- 3.2. A Joint Committee, headed by the two Representatives shall be established composed of two members from each Party (the “**Joint Committee**”). In the event of a lack of consensus on a particular matter this will be discussed and resolved between the Parties.
- 3.3. The Joint Committee shall:
  - 3.3.1. Allocate the funding for the Objectives detailed in section 1 above, and as needed, adjust the level/ duration/ time of funding to support each Objective, as well as extend the availability of unused funds beyond the initial term detailed in clause 13 below, as needed.
  - 3.3.2. Solicit research proposals from researchers at WIS and CNR, where each proposal must involve at least one principal investigator (PI) from each institution.
  - 3.3.3. Determine the number and duration of the Research Projects.
  - 3.3.4. Review the ongoing Research Projects at the end of each year to assess progress, with the latitude to adjust the level of funding if necessary.

### 4. SCIENTIFIC EVALUATION OF PROJECTS

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 funded.

### 5. COMPLIANCE

- 5.1. **General** - The Parties agree to perform all Research Projects under the Collaboration in conformance with generally accepted standards and in compliance with each Party country's all applicable laws and regulations

### 6. CONFIDENTIALITY

- 6.1. "Confidential Information" means any and all information in whatever form or mode of transmission that a Party considers confidential and does not intend to be disclosed to third parties, provided that such information is clearly marked as “confidential” or, if disclosed orally or visually, is identified at the time of disclosure as being confidential and is summarized in writing within fifteen (15) days of disclosure.
- 6.2. Each Party (the “Receiving Party”) shall use all reasonable endeavours to keep confidential any Confidential Information disclosed to it by the other Party (the “Disclosing Party”). The Receiving Party hereby undertakes to the following:
  - 6.2.1. not to use Confidential Information other than for the purpose for which it was disclosed;
  - 6.2.2. not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

- 6.2.3. to ensure that internal distribution of Confidential Information by the Receiving Party shall take place on a strict need-to-know basis;
- 6.3. The restrictions on use and disclosure shall not apply to any Confidential Information:
- 6.3.1. Which was known by the Receiving Party prior to the disclosure or becomes known thereafter from a third party having an apparent bona fide right to disclose the information, as evidenced by the Receiving Party's written records; or
  - 6.3.2. Which was generally known to the public at the time of its disclosure to the Receiving Party or becomes publicly available thereafter, other than by reason of any wilful or negligent unauthorized act or omission of the Receiving Party; or
  - 6.3.3. Which is required to be disclosed pursuant to any applicable laws or to any competent governmental or statutory authority or in accordance with the order of a court of competent jurisdiction or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order; or
  - 6.3.4. Which is disclosed by the Receiving Party in accordance with the terms of the Disclosing Party's prior written approval; or
  - 6.3.5. Which was independently developed by the Receiving Party, without access to the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records.
- 6.4. Upon the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or destroy Confidential Information and all copies, including but not limited to photocopies, written documentation, drawings, photographs and models, subject to the Receiving Party's right to retain one copy of the Confidential Information for recordkeeping purposes. This requirement shall survive expiration or termination of this Agreement.
- 6.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of this Collaboration as with its own confidential and/or proprietary information, but in no case less than reasonable care.
- 6.6. Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.
- 6.7. Notwithstanding any termination or expiration of this Agreement the confidentiality obligations under this Agreement shall survive such termination or expiration and shall continue to be in effect for an additional period of five (5) years from the date of such termination or expiration.

## 7. INTELLECTUAL PROPERTY

- 7.1. **Intellectual Property** means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, plant varieties, trade secrets, know-how, registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and all rights to apply for any of the above, but does not include moral rights that are not transferable.

- 7.2. 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.
- 7.3. Nothing in this Agreement grants a Party rights in (i) Intellectual Property and materials owned by the other Party prior to the effective date of this Collaboration Agreement, (ii) intellectual property and materials developed by the other Party not in the course of a Research Project, and (iii) Intellectual Property and materials arising in the course of a Research Project without inventive contribution of such Party.
- 7.4. Ownership of Intellectual Property arising in the course of a Research Project shall be determined in accordance with inventorship under applicable law.
- 7.5. Intellectual Property owned by a single Party in accordance with the provisions of sections 7.1-7.4 above may be used and exploited by such Party at its independent discretion and no rights shall accrue to the other Party in respect of such Intellectual Property.
- 7.6. Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both Parties in the course of a Research Project hereunder (“**Joint Project IP**”) will belong jointly to both Parties in ratio based on inventive contribution. The Parties shall negotiate in good faith and set up amongst themselves appropriate written agreements on a case-by-case basis governing Joint Project IP of the Research Project. Such agreements shall define the rights and obligations of the joint owners and shall specify, inter alia, share of ownership of the Joint Project IP, patent prosecution and maintenance, the use, exploitation and commercialization of the joint property rights, including the Party that will lead such efforts, and the expenses related to the patent prosecution and maintenance and net income from commercialization; such agreements shall not unreasonably be withheld, conditioned or delayed. Neither Party shall have the right to license, transfer, and/or sell its respective rights in any Joint Project IP without the written consent of the other owner of such Joint Project IP, which shall not unreasonably be withheld, conditioned or delayed, or as shall be agreed in the aforesaid inter-institutional agreement.
- 7.7. Each Party confirms that all persons receiving funding or working on a Research Project (including employees, students and visiting fellows) are employed or retained on terms which confer any Intellectual Property rights arising out of the performance of the Agreement to their respective institution or their respective commercializing entity.

## 8. PUBLICITY AND PUBLICATIONS

- 8.1. Neither Party shall make, or procure or permit the making of, any press release or other public announcement in relation to this Collaboration without first obtaining the written approval of the other Party to any such release or announcement, which shall not unreasonably be withheld, conditioned or delayed.
- 8.2. The logo of each Party shall only be used by the other Party under prior written approval of the Party to which it belongs.
- 8.3. 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. All contributing Parties shall be parties to publications deriving from the relevant Research Project, as customary in academic scientific publications. Criteria for authorship will be determined in accordance with accepted academic standards, taking into consideration the relative contributions of the Parties.

## 9. LIABILITY

- 9.1. **No warranties** - In respect of any information, Data, or Materials supplied by one Party to another, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose or as to the absence of any infringement of any proprietary rights of third parties. Therefore, the recipient party shall in all cases be entirely and solely liable for the use to which it puts such information, Data and Materials.
- 9.2. **Limitations of contractual liability** - No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act.
- 9.3. **Damage caused to third parties** - Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of any information, Data and/or Materials, whether owned by that Party or obtained by it from another Party according to this Agreement.
- 9.4. The terms of this Agreement shall not be construed to amend or limit any Party's statutory liability.

## 10. FORCE MAJEURE

It is expressly agreed that the Parties shall have no liability for any damages caused as a result of accident or force majeure, particularly by the suspension of academic or administrative work, also agreeing that the obligations and rights under this Agreement, may be resumed at the time the causes that gave rise to the suspension, cease to exist.

## 11. SEVERABILITY

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this Agreement and deemed to be deleted from this Agreement. If the deletion substantially alters the basis of this Agreement, the Parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the Parties.

## 12. MODIFICATIONS

This Agreement may be amended or supplemented by agreement of the Parties, by signing the respective Amendment Agreement. Such modifications or additions shall be binding as of the date of signature.

## 13. TERM OF THE AGREEMENT

- 13.1. This Collaboration Agreement shall commence on the date of signature by both Parties ("Effective Date") and shall be in force for an initial period of four years. This agreement may be renewed by written agreement of both Parties.
- 13.2. Each Party may terminate this Collaboration Agreement by giving a notice in writing to the other Party at least six months prior to the date of termination.
- 13.3. In case of early termination, both Parties will take the necessary measures to avoid damages to themselves or to third parties. The Parties will continue research activities that have commenced under Research Projects approved for funding, prior to the termination notice, until these activities are concluded.

- 13.4. Upon termination of this Agreement: (i) Research Projects then in progress may continue to a reasonable termination date (as determined by the Parties) not to extend beyond the intended term of the Research Project.

## 14. INTERPRETATION AND CONTROVERSIES

### 14.1. Dispute Resolution

14.1.1. It is the intention of the Parties to resolve all matters amicably in accordance with this paragraph.

14.1.2. Any dispute which may arise concerning this Collaboration Agreement will first be submitted for resolution to the persons named below, who may call on others to advise them as they see fit:

WIS: Prof. Ziv Reich - Vice President;

CNR: Prof. Lucio D'Alessandro – Vice President

14.1.3. If the office holders named in paragraph 14.1.2 fail to resolve the dispute within twenty (20) business days the Parties agree to submit the dispute for resolution by the President of WIS and the President of CNR who may call upon others to advise them as they see fit.

## 15. PROTECTION OF PERSONAL DATA

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by WIS pursuant to the Israeli Privacy Protection Law and Regulations. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management, and monitoring of this Collaboration Agreement. In their capacity as Data Controllers within the meaning of Regulation (EU) 2016/679, the Parties shall process personal data in the context of the Agreement and the performance thereof exclusively for the purposes of the management of the Agreement on the legal basis of the performance of an Agreement pursuant to Article 6. 1 (b) of Regulation (EU) 2016/679. 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 unless there is the express consent of the Parties.

## 16. NOTICES

All notices required to be given under this Agreement shall be in writing, sent by certified mail, return receipt requested or by e-mail with confirmation that the e-mail has been received by the party, to the party as indicated below:

To WIS: Vice President for Development and Communications  
[VP.RD@weizmann.ac.il](mailto:VP.RD@weizmann.ac.il)

To CNR: Vice President of CNR, [segreteria.relint@cnr.it](mailto:segreteria.relint@cnr.it)

IN WITNESS whereof the Parties hereto have set their signatures:


For WEIZMANN INSTITUTE OF SCIENCE

Authorized Signatory: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Print name: Prof. Alon Chen, President

Print name: Prof. Ziv Reich, Vice President

Date: 16/02/2023    
מכון ויצמן למדע  
WEIZMANN INSTITUTE OF SCIENCE

For THE NATIONAL RESEARCH COUNCIL OF THE ITALIAN REPUBLIC (CNR)

Authorized Signatory: \_\_\_\_\_

Print name: MARIA CHIARA CARROZZA

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

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- 7.5. Intellectual Property owned by a single Party in accordance with the provisions of sections 7.1-7.4 above may be used and exploited by such Party at its independent discretion and no rights shall accrue to the other Party in respect of such Intellectual Property.
- 7.6. Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both Parties in the course of a Research Project hereunder (“**Joint Project IP**”) will belong jointly to both Parties in ratio based on inventive contribution. The Parties shall negotiate in good faith and set up amongst themselves appropriate written agreements on a case-by-case basis governing Joint Project IP of the Research Project. Such agreements shall define the rights and obligations of the joint owners and shall specify, inter alia, share of ownership of the Joint Project IP, patent prosecution and maintenance, the use, exploitation and commercialization of the joint property rights, including the Party that will lead such efforts, and the expenses related to the patent prosecution and maintenance and net income from commercialization; such agreements shall not unreasonably be withheld, conditioned or delayed. Neither Party shall have the right to license, transfer, and/or sell its respective rights in any Joint Project IP without the written consent of the other owner of such Joint Project IP, which shall not unreasonably be withheld, conditioned or delayed, or as shall be agreed in the aforesaid inter-institutional agreement.
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CNR: Prof. Lucio D'Alessandro – Vice President

14.1.3. If the office holders named in paragraph 14.1.2 fail to resolve the dispute within twenty (20) business days the Parties agree to submit the dispute for resolution by the President of WIS and the President of CNR who may call upon others to advise them as they see fit.

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To WIS: Vice President for Development and Communications  
[VP.RD@weizmann.ac.il](mailto:VP.RD@weizmann.ac.il)


To CNR: Vice President of CNR, [segreteria.relint@cnr.it](mailto:segreteria.relint@cnr.it)

IN WITNESS whereof the Parties hereto have set their signatures:

For WEIZMANN INSTITUTE OF SCIENCE

Authorized Signatory: 

Print name: Prof. Alon Chen, President


Authorized Signatory: 

Print name: Prof. Ziv Reich, Vice President

Date: 16/02/2023



For THE NATIONAL RESEARCH COUNCIL OF THE ITALIAN REPUBLIC (CNR)

Authorized Signatory: 

Print name: MARIA CHIARA CARROZZA

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