

POS. CNR N. 531/12  
REP. CNR CN. N. 1664/12

SABIC CNR  
RESEARCH AGREEMENT  
DBH 05-10-2012

**RESEARCH AGREEMENT BETWEEN  
CNR AND SABIC**

**RECITALS:**

**THIS RESEARCH AGREEMENT** (hereinafter referred to as the "Agreement") is entered into on this 10th day of May, 2012 (hereinafter referred to as the "Effective Date").

**BY AND BETWEEN:**

- (1) SAUDI BASIC INDUSTRIES CORPORATION, a company organized and existing under the laws of Saudi Arabia and having an address at P.O. Box 5101, Riyadh 11422, Kingdom of Saudi Arabia (hereinafter referred to as "SABIC") of the one part; and
- (2) CONSIGLIO NAZIONALE DELLE RICERCHE, Piazzale Aldo Moro, 7, 00185 Roma Italy (hereinafter referred to as "CNR") of the other part.

SABIC and CNR are collectively referred to hereinafter as the "Parties" and individually as a "Party". In addition, as used herein with respect to SABIC, "Affiliates" means any individual(s) or entity(ies) that controls, is controlled by, or is under common control with, SABIC, with "control" meaning directly or indirectly owning a majority equity interest in, or otherwise having the power to direct the business affairs of, the controlled individual(s) or entity(ies). SABIC's Affiliates shall not include (i) a controlling entity that is a sovereign state or a political subdivision or governmental authority of a sovereign state (a "Sovereign Entity"), or (ii) any entity that would be an Affiliate only due to being under common control of a Sovereign Entity.

**WHEREAS** SABIC wishes to secure CNR's services to carry out a variety of different research projects and CNR is prepared to undertake such research projects that are from time to time mutually agreed to between SABIC and CNR (hereinafter referred to as the "Research Project");

**WHEREAS** with regard to each Research Project that SABIC is interested in pursuing with CNR, SABIC shall solicit a technical and commercial proposal from CNR in which CNR shall explicitly provide the detailed scope of work to be covered in the particular Research Project, the methodology and approach that will be used by CNR, the research fee and payment schedule for the entire duration of the Research Project, the expected deliverables, a time line/completion schedule, an availability of resources statement, the principle investigator and staff to be assigned and any additional terms that may be essential to be included for that particular Research Project;

**WHEREAS** SABIC and CNR shall then discuss an acceptable proposal for the Research Project which if mutually agreed upon shall then be attached to this Agreement as an Appendix (hereinafter "Research Project Statement of Work") to the current Agreement which shall become an integral part of the Agreement;

**WHEREAS** CNR represents and warrants that it has the necessary technical skills, experience, capacity, resources, including modern laboratory equipment, instruments and facilities as well as



the competent technical staff to carry out and undertake each of the Research Projects set forth in each Research Project Statement of Work attached hereto in a timely manner; and

**WHEREAS** in reliance of CNR's foregoing representation and warranty, SABIC agrees to engage CNR to perform the Research Projects set forth in each Research Project Statement of Work attached hereto and CNR hereby agrees to perform and undertake the Research Projects set forth in each Research Project Statement of Work attached hereto, subject to the terms and conditions set forth herein.

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

**ARTICLE 1.0: PROJECT**

- 1.1 **Project.** CNR will perform each of the Research Projects agreed to by the Parties. Each of the Research Projects to be carried out hereunder shall be described and set forth in a Research Project Statement of Work template such as that attached hereto as Appendix "A".
- 1.2 **Principal Investigator.** CNR will perform the Research Project under the supervision and direction of the Principal Investigator set forth in each individual Research Project Statement of Work (hereinafter referred to as the "Principal Investigator"). Within twenty-one (21) calendar days after execution of each Research Project Statement of Work to this Agreement by the Parties, or each Research Project, the corresponding Principle Investigator shall notify to SABIC in writing a research team of persons who have backgrounds, extensive experience and training in the field of the particular Research Project. CNR and the Principal Investigator shall designate and appoint a research team of such number and composition as they consider necessary to effectively undertake the Research Project, provided that SABIC may reasonably object in writing to such composition.
- 1.3 **Location.** All activities relating to the Research Projects shall be undertaken at the CNR facility designated in the corresponding Research Project Statement of Work or such other location as agreed to by SABIC in writing.
- 1.4 **Information/Material.** SABIC may provide CNR with certain information and materials to assist CNR to meet the objectives of the Research Projects. At the time such information and materials are supplied, the Research Project to which they correspond shall be indicated by SABIC. Such information and materials shall remain the property of SABIC and the Confidential Information of SABIC. CNR and the Principal Investigator shall not use the information or materials for any purpose other than for the purpose of the individual Research Project for which such information and materials is indicated.
- 1.5 **SABIC personnel.** SABIC business and technical personnel as nominated by SABIC shall be entitled to attend and participate in the Research Projects contemplated by this Agreement. SABIC may designate a SABIC project coordinator for each Research Project set forth in the attached Research Project Statements of Work to serve as the primary



contact to review the progress of that particular Research Project against the objectives and projected timeline set forth in the corresponding Research Project Statement of Work. In addition to the above, in some instances as mutually agreed to by the Parties, one or more of the personnel nominated by SABIC for a particular Research Project shall also maintain an office at the designated CNR site.

- 1.6 **Amendment/Revision.** Any changes to the Research Projects (including any increase in fees) will be by mutual written agreement of the Parties. It is agreed that any detailing, refinement, clarification or integration of the existing scope of any of the Research Projects or any part thereof shall not be considered as a change or amendment which justifies any increase in fees.
- 1.7 **Equipment.** Ownership of any of the equipment or material purchased pursuant to any of the Research Projects shall be set forth in the individual Research Project Statements of Work. However, regardless of ownership, such equipment and materials shall be used first for the purposes of this Agreement and its corresponding Research Projects, and then in support of CNR research objectives.
- 1.8 **Report/Review.** Written reports of the experiments conducted, results (both successful and not successful) and progress of each Research Project shall be provided to SABIC on a calendar monthly and annual basis or such other intervals as mutually agreed upon by the Parties as set forth in the individual Research Project Statements of Work. The Parties will also organize quarterly reviews of each of the Research Projects. With regard to each Research Project, a final, comprehensive electronic written report with detailed drawings, designs, and recommendations will be submitted to SABIC within twenty (20) business days after the completion and conclusion of each milestone of the Research Project as set forth in the respective Research Project Statement of Work or such other intervals as mutually agreed upon by the Parties and set forth in the individual Research Project Statements of Work. All reports shall bear the legend "Project Records – SABIC Confidential Information" or a similar notation noting its confidential nature and SABIC ownership.
- 1.9 **Recordkeeping.** The research teams assigned to the respective Research Projects shall maintain research records, laboratory notebooks, technical reports, progress reports, invention records, meeting minutes, and other similar research and business records (the foregoing collectively referred to as "Project Records") during the course of the Research Projects. With regard to each individual Research Project, all Project Records shall be kept separate from the records of the other research projects and those of other research sponsors. All Project Records shall bear the legend "Project Records – SABIC Confidential Information" or a similar notation noting their confidential nature and SABIC ownership.

**ARTICLE 2.0: UNDERTAKINGS**

- 2.1 CNR represents and warrants that:
- 2.1.1 it is entitled to execute and perform this Agreement;
  - 2.1.2 it has the requisite experience, know-how, staff, expertise and facilities to effectively undertake the Research Projects agreed upon by the Parties in a timely manner;
  - 2.1.3 it will perform the Research Projects in accordance with accepted best practice of skill, professional care and responsibility customary in its profession. It shall further extend to the Research Projects at least the same degree of priority, attention, care and resolution that it extends to research projects performed on its own behalf or on behalf of sponsors or clients;
  - 2.1.4 it will undertake each of the Research Projects in accordance with all applicable laws and regulations and obtain all applicable permits and licenses;
  - 2.1.5 it will endeavor to ensure the accuracy of its work in undertaking the Research Projects using the highest ethical standards but SABIC acknowledges that the Research Projects are experimental in nature; and
  - 2.1.6 this Agreement and its obligations hereunder do not conflict with any other contract or arrangement that CNR or any of the Principal Investigators designated in the Research Project Statements of Work attached hereto has entered into.
- 2.2 CNR and each of the Principal Investigators designed in the Research Project Statements of Work attached hereto agree to not seek, accept nor receive any fee or benefit from any third party as a result of any recommendation made to SABIC, so to adversely affect the performance of the Research Projects.
- 2.3 CNR represents and warrants that it is either the owner of and/or has the lawful right to disclose and provide any information or materials of any nature, including intellectual property rights, which it may use in the course of performing the Research Projects and/or which it may provide to SABIC for purposes of this Agreement.
- 2.4 CNR shall indemnify SABIC, its Affiliates, employees and agents against all losses, damages, liabilities and expenses (including legal expenses) reasonably incurred and duly documented by SABIC as a result of any breach of the warranties contained in this Article 2.0, such amount being limited to the amount of the fees effectively paid to CNR pursuant to Article 3.0 except in the case of gross negligence or willful misconduct.
- 2.5 CNR will indemnify and save harmless SABIC, its Affiliates, employees and agents against all costs, suits or claims on account of injuries (including death) to persons participating in any of the Research Projects or to damage to CNR property caused by the

willful or negligent act or omission of CNR (including its employees, agents and students) and any of the Principal Investigators during the performance of this Agreement.

- 2.6 SABIC will indemnify and save harmless CNR and its employees and agents against all costs, suits or claims arising from SABIC's exercise of or use of its Intellectual Property rights or other information resulting from this Agreement and for SABIC's use of Intellectual Property.

### **ARTICLE 3.0: RESEARCH FEE**

- 3.1 As full consideration for satisfactory performance of the Research Project by CNR and Principal Investigator and the transfer and vesting of all rights hereunder, SABIC shall pay CNR the fee (hereinafter "Research Fee") set forth in each Research Project Statement of Work.
- 3.2 The manner in which payments are made for each Research Project shall be set out in the corresponding Research Project Statement of Work.
- 3.3 With regard to the Research Fee for each Research Project Statement of Work herein, CNR may be asked to register as a new supplier with SABIC's Supplier Portal(s) in order to actuate payments under this Agreement. As a result of this registration, CNR may be required to sign or click "I acknowledge and accept" certain consents with regard to terms and conditions under the Supplier Portal(s). The Parties acknowledge that those terms and conditions shall be superseded by the current Agreement and shall have no force or effect with respect to the present Research Projects and the services associated therewith other than for the administrative purpose of registration unless the terms and conditions under the Supplier Portal(s) are printed out, make specific reference to this Agreement and are included therein as an executed amendment to the present Agreement.
- 3.4 If SABIC disputes any portion of an invoice submitted with regard to a Research Project Statement of Work, it shall be entitled to withhold the amount covering the disputed portion from a future payment related to the same Research Project, until such time when the dispute is mutually resolved by both Parties. If such dispute is not resolved within forty-five (45) calendar days from the date of the relevant invoice, then SABIC shall pay the disputed amount, unless SABIC serves to CNR a notice pursuant to Article 8.1
- 3.5 CNR shall be responsible for any taxes, duties or levies payable in Italy or in any other local in connection with any sums received by it for any Research Project under this Agreement.
- 3.6 In addition to the above noted fee in Article 3.1, SABIC shall also pay as full consideration for the assignment of title and interests in all Intellectual Property under a particular Research Project pursuant to Article 4.2, an upfront flat fee equal to 50% (fifty percent) of the Research Fee.



**ARTICLE 4.0: INTELLECTUAL PROPERTY**

- 4.1 In this Agreement, the term "Intellectual Property" means any patent, patent application, registered design, copyright (including without limitation any reports provided pursuant to this Agreement and any copyright therein), invention, technology, data, results, protocols, design right, database right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world created or arising from any of the Research Projects.
- 4.2 In consideration of the fees paid in Article 3.6, the Parties agree that title and interests in all Intellectual Property conceived and/or reduced to practice as a result of any of the Research Projects agreed upon by the Parties and set forth in the Research Project Statements of Work attached hereto during the Term of this Agreement and for one (1) year thereafter shall vest in SABIC absolutely as of and when the same shall come into existence. Further, CNR and each of the Principal Investigators designated in the Research Project Statements of Work undertake an affirmative obligation to report to SABIC and document immediately any Intellectual Property under this Agreement that may be patentable, and shall, at the request of SABIC, give SABIC reasonable scientific advice in applying for and prosecuting patents for any such Intellectual Property. The full extent to which such applications will be filed will be within the sole discretion of SABIC. For clarity purposes, the Parties acknowledge that SABIC shall pay all costs associated with the drafting, applying, prosecuting and maintaining of any patent applications filed for any such Intellectual Property. Each of the Principal Investigators further agrees to execute all further documents and assignments and do all such further things as may be necessary to perfect SABIC's title to the Intellectual Property or to register SABIC as owner of registrable rights. CNR shall ensure that its personnel, when necessary, will give SABIC or its nominee reasonable scientific advice in preparing any necessary patent applications, including any foreign patent applications with respect to the Intellectual Property and execute any necessary documents.
- 4.3 Other than as provided in Article 3.0 and in this Article 4.0, SABIC shall owe no other compensation or royalties for the assignment of the Intellectual Property or for any use of the Intellectual Property resulting from any of the Research Projects, or any other rights granted to SABIC under this Agreement.
- 4.4 CNR shall obtain and maintain in effect written agreements with each of the Principal Investigators and each of its personnel and any persons (including any collaborators that may be set forth in any of the Research Projects attached hereto as Research Project Statements of Work) who participate in any of the Research Projects. Such agreements shall contain the obligation of the above mentioned persons to comply with all provisions of this Agreement, including the obligations of confidentiality and limited use under Article 5.0, and to support all grants and assignments of rights and ownership of Intellectual Property hereunder. CNR shall be responsible for securing and maintaining such agreements.



- 4.5 To the full extent permissible by applicable laws, CNR waives any moral rights arising as a result of any of the Research Projects.
- 4.6 Without prejudice to the provisions under Article 4.7 below, CNR and the Principal Investigators designated in the Research Project Statements of Work attached hereto agree not to assert any intellectual property rights under a particular Research Project against SABIC, its Affiliates, suppliers, or customers for any use of Intellectual Property resulting from any of the Research Projects to the maximum extent legally permissible. Each of the Principal Investigators shall promptly bring to SABIC's attention any publications and other intellectual property, including patent rights and copyrights of third parties, which the Principal Investigator becomes aware of that relate to the Intellectual Property resulting from any of the Research Projects.
- 4.7 In further consideration of the fees paid hereunder, CNR and each of the Principal Investigators further grant to SABIC an assignable, royalty-free, paid-up, perpetual, world-wide, non-exclusive license under any background intellectual property that CNR or any of the Principal Investigators possesses and which has been listed in good faith as background intellectual property in the Research Project Statement of Work that may be necessary in order to realize the full extent of the Intellectual Property that results from the Research Projects. Such grant shall also include the right to sublicense to Affiliates, suppliers and customers of SABIC. To the extent that such background intellectual property is not identified, SABIC shall receive an automatic assignable, royalty-free, paid-up, perpetual, world-wide, non-exclusive license to the background intellectual property not identified (hereinafter "Further Background"), provided that such Further Background: (i) is dominant in respect to any intellectual property arising under a particular Research Project which is then substantially dependent on said Further Background and (ii) no exclusive rights of third parties have been created on Further Background at the date in which the Further Background is identified. At the time the Further Background is identified, the schedule to the relevant Research Project Statement of Work will be amended by inserting the references to the Further Background.
- 4.8 With regard to each individual Research Project set forth in the Research Project Statements of Work attached hereto, CNR hereby reserves also, if necessary, on behalf of the corresponding Principal Investigator for that Research Project a non-assignable, personal, non-transferable, perpetual, royalty-free, world-wide, non-exclusive right and license to use the Intellectual Property for academic research, teaching and administrative purposes only. For purposes of clarification, the foregoing retained rights by CNR and the Principal Investigator do not include the right to file for patent or other intellectual property protections.

#### **ARTICLE 5.0: CONFIDENTIALITY**

- 5.1 CNR and each of the Principal Investigators acknowledges that the performance of each of the Research Projects will involve the disclosure of SABIC Confidential Information to CNR and the corresponding Principal Investigator for that particular Research Project as



well as the creation of SABIC Confidential Information hereunder. The term "Confidential Information" in this Agreement means:

- 5.1.1 proprietary and/or confidential information directly or indirectly belonging or relating to SABIC and any of its Affiliates in whatever form; and
  - 5.1.2 all discoveries, inventions, processes, specimens, models, prototypes, technical data, know-how, trade secrets, notes, designs, drawings, results, reports, protocols, information and Project Records, together with any copyright in, or improvement to, any of the foregoing items which CNR (including its employees, agents and collaborators and each of the Principal Investigators) makes, discovers, or acquires, pursuant to, or arising from, the Research Projects in whatever form.
- 5.2 CNR and each of the Principal Investigators shall maintain the strict confidentiality of the Confidential Information of SABIC with the same degree of care it uses to protect its own confidential information of great importance and shall not disclose the Confidential Information of SABIC to third parties without the prior written approval of SABIC and shall use such Confidential Information only to carry out the agreed upon Research Projects of the present Agreement. CNR shall use reasonable care in the selection of individuals with access to the Confidential Information and remind them of their obligations to protect the confidentiality of the Confidential Information and their obligations of limited use.
- 5.3 Confidential Information will not include information that:
- (a) was already known to CNR as evidenced by contemporaneous records, except the proposals for the Research Projects which shall remain Confidential Information;
  - (b) is or becomes part of the public domain without breach of this Agreement; and
  - (c) is obtained from third parties which have no obligations to the Parties of this Agreement to keep such information confidential.
- 5.4 Except as set out in Article 4.0 or this Article 5.0, CNR shall not either directly or indirectly publicly disclose, make available to third parties, or use at any time, whether during or subsequent to the period of this Agreement, Confidential Information (as defined in this Article 5.0) or Intellectual Property (as defined in Article 4.0). Notwithstanding this provision, CNR may submit to SABIC a paper to be published for scientific purposes under the following terms and conditions:
- (a) Except for as provided under this Article 5.4, CNR and each of the Principal Investigators agree not to publish or publicize in any form, partly or wholly, any inventions, discoveries, data, results and information, confidential or non-confidential, relating to the activities under this Agreement without the prior written consent of SABIC.






- (b) The methods, findings and results of the Research Project may be published in Academic Publications or presented at symposia, national or regional professional meetings, provided however, that the CNR shall provide SABIC with copies of any proposed publication or presentation at least ninety (90) calendar days prior to submission of such proposed publication or presentation to a journal, editor or any professional meeting or seminar. Upon receipt of SABIC's written request, which must be sent to CNR within sixty (60) calendar days from the date of receipt of such copies, CNR shall:
- (i) delete identifiable references to any Confidential Information provided by or owned by SABIC; and/or
  - (ii) delete any references to SABIC from the proposed publication or presentation; and/or
  - (iii) delay the publication or presentation for a period of one hundred and twenty (120) calendar days or such other period as agreed between the Parties to allow SABIC to file intellectual property protection.
- (c) For the purpose of this Article, "Academic Publication" is defined as the publication of an abstract, article or paper in a journal, or its presentation at a conference or seminar.
- (d) Should a dispute between the Parties occur with regard to an Academic Publication which is not specifically accounted for in this Article 5.0, then CNR and the Principal Investigator delay the disputed information until such time as agreed to by SABIC. SABIC shall present specific reasons for any request to delay publication and shall act reasonably at all times in requesting a delay and the Parties shall discuss ways to resolve the reasons for the requested delay to each Party's satisfaction.

5.5 Confidential Information which is specific shall not be considered as being within exceptions set out in Article 5.3 merely because it is embraced by general information within the exceptions. Also, any combination of features shall not be considered as being within such exceptions merely because individual features of the combination are within the exceptions, but only if the combination itself, its principle of operation and its value or advantages are within the exceptions.

5.6 CNR and each of the Principal Investigators will not use or copy or reproduce Confidential Information in any way or for any purpose other than the performance of the Research Projects hereunder. CNR shall return Confidential Information received from SABIC in its possession on completion of each of the Research Projects or upon the written request of SABIC with regard to an individual Research Project when the individual Research Project is terminated in accordance with Article 6.0. CNR shall also forward all Project Records, studies, results, reports, specifications, protocols, scopes of work or other documents prepared in connection with each Research Project or this Agreement on completion of the

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Research Project or upon the written request of SABIC when the Research Project is terminated in accordance with Article 6.0.

- 5.7 The Parties will not disclose the subject matter of this Agreement, its provisions thereunder to third parties unless legally compelled to do so or unless agreed to in writing by the Parties.
- 5.8 CNR's and Principal Investigator's confidentiality obligation under this Article 5.0 shall survive the termination of this Agreement and shall continue for fifteen (15) years after the expiration of this Agreement.

#### ARTICLE 6.0: AGREEMENT TERM AND TERMINATION

- 6.1 **Agreement Term.** This Agreement will enter into force as of the Effective Date and will terminate five (5) years after the Effective Date, unless terminated sooner in accordance with Article 6.2 below, or upon the written agreement of the Parties. Accordingly, each Research Project set forth in the Research Project Statements of Work attached hereto shall be carried out within the five (5) year term. In addition, the Parties may also extend the term of this Agreement beyond the noted five (5) years in order to allow for additional Research Projects to be carried out or to allow for the completion of ongoing Research Projects. Such extension shall constitute an amendment to this Agreement, shall be made in writing, signed by the Parties and attached hereto as an Appendix to the present Agreement.
- 6.2. **Termination.** This Agreement, in whole or in part with regard to individual Research Projects, may be terminated by either Party upon sixty (60) calendar days written notice to the other Party. In the event of such termination, the Parties shall meet within thirty (30) calendar days to estimate the work performed to the date of termination on each of the Research Projects or the individual Research Project as the case may be. The Parties shall also mutually determine the need, if any, to complete part or all of any work which may be in progress on, and payment accrued up to, the date of such termination. As soon as CNR receives or sends such notice, it shall discontinue the performance of the Research Project(s), terminate all obligations made with regard to the Research Project(s) and use all reasonable efforts to minimize the cost incurred as a result of termination of this Agreement or part thereof.
- 6.3 In the event of expiry pursuant to Article 6.1 or termination of the Agreement in whole or in part for whatever cause pursuant to Article 6.2, CNR shall deliver to SABIC within twenty-one (21) calendar days thereafter all Project Reports, studies, reports, data, results, specifications, protocols, scopes of work and other documents prepared by CNR or received from SABIC in connection with this Agreement with respect to the portion of the Agreement that has been terminated (one or all of the Research Projects in the Research Project Statements of Work attached hereto).
- 6.4 Termination of this Agreement in whole or in part with regard to any Research Project hereunder shall be without prejudice to the accrued rights of either party as at the



termination date. The obligations set forth in Articles 2.0, 4.0, and 5.0 shall survive termination of this Agreement in whole or in part with regard to any Research Projects hereunder. In addition, the obligations created under all other Articles of this Agreement shall survive termination to the extent necessary for their complete fulfillment and discharge.

#### **ARTICLE 7.0: FORCE MAJURE**

- 7.1 In the event that either Party should be prevented or delayed in performing its obligations under this Agreement, in whole or in part, by reason of force majeure or other events not within a Party's reasonable control, the Party affected shall be excused from performing its obligations for so long as the force majeure event continues, subject to the following conditions:
- (i) That the Party affected promptly notifies the force majeure event to the other Party in writing with full explanation of the event and the obligation(s) prevented or delayed thereby and also notifies it in writing as soon as the force majeure event ceases or is removed; and
  - (ii) The Party affected takes all actions reasonably possible without incurring extra cost to remove or relieve the force majeure event or its effects.
- 7.2 If the force majeure events continue for a period of ninety (90) calendar days or more, either Party shall have the right in its discretion to terminate this Agreement in whole or in part with regard to the individual Research Projects affected by written notice to the other Party. As soon as reasonably practicable after such notice of termination, the Parties shall meet with the objective of arriving at a suitable solution that would protect their interests. In the event of termination in accordance with this Article, CNR shall be entitled to compensation for all work satisfactorily performed up to the date of such termination.

#### **ARTICLE 8.0: MISCELLANEOUS**

- 8.1 **Arbitration.** In the event of any disputes, claims, and other differences between the Parties, the Parties shall attempt to resolve such disputes, claims or other differences amicably. However, either Party may, after sixty (60) calendar days following a notice to the other Party of the existence of dispute, request that such matter be referred to arbitration by three (3) independent arbitrators. Each Party shall appoint one arbitrator and the third arbitrator shall be chosen by mutual agreement of the Parties. If the Parties fail to agree on the third arbitrator within sixty (60) calendar days, the third arbitrator shall be nominated in accordance with the rules and procedures under the Rules for Conciliation and Arbitration of the International Chamber of Commerce. The arbitrators shall be appointed in accordance with the rules and procedures provided for in the Rules for Conciliation and Arbitration of the International Chamber of Commerce. The arbitration shall be conducted in Italy and shall be conducted in the English language. The award of the arbitrators shall be final and binding and neither Party shall seek any further remedy.



- 8.2 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws and regulations of Italy, excluding any conflict of laws rule that would result in the application of the laws of another jurisdiction.
- 8.3 **Trademark and Use of Names.** Neither Party shall use or authorize or permit any other person to use any name, trademark, house mark, emblem or symbol which the other Party is authorized or licensed to use or which is owned by the other Party without the prior written permission of an authorized representative of the other Party.
- 8.4 **Notices.** All notices and other communications given under this Agreement shall be valid if in writing and delivered by hand against written receipt, or sent by registered or certified air mail (return receipt requested) or by courier service, or by fax (as confirmed by the fax transmission record), to a Party at the address or fax number provided below. All notices sent by mail shall be presumed delivered and received on the date of actual receipt evidenced by the postal or courier receipts or if sent by fax, on the date shown in the transmission record of such fax. Notices shall be sent:

If to SABIC:

SABIC Americas, Inc., STC-Houston  
1600 Industrial Blvd.  
Sugar Land, Texas 77478  
Name: Donna Holguin  
Title: Intellectual Property Counsel

Fax No.: 281-207-5726  
Tel No.: 281-207-5719

If to CNR:

CNR President  
Piazzale Aldo Moro, 7, 00185 Roma  
Italy  
Name: Luigi Nicolais  
Title: CNR President

Fax No.: 00 39 06 490678  
Tel No.: 00 39 4993 2990

With a copy sent to:

Chief Intellectual Property Counsel  
SABIC  
1 Plastics Avenue  
Pittsfield, MA 01201 USA

- 8.5 **Independent Parties.** The Parties are independent parties and nothing in this Agreement or the execution thereof shall constitute either Party the agent or employee of the other nor give rise to or constitute any joint venture between the Parties. CNR shall render the Research Projects hereunder as an independent contractor. Neither Party has any authority to enter into any contract, or assume or create any obligation or liability, either express or implied, on behalf of the other Party.
- 8.6 **No Assignment.** This Agreement is personal to CNR, and CNR shall not assign or part with the benefit of this Agreement or any of its rights or liabilities under it. Furthermore,



CNR will not sub-contract, without the written permission of SABIC, its performance of any Research Project hereunder, in whole or in part. SABIC may assign its rights and obligations, in whole or in part, to any of its Affiliates.

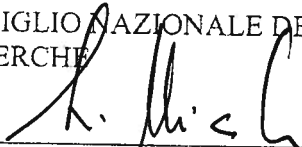
- 8.7 **Successors.** This Agreement binds and enures to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.
- 8.8 **Conflict of Interest.** CNR shall use all reasonable care in performance of the Research Projects hereunder to avoid any actions, arrangements or commitments, which would conflict with the interest of SABIC and ensure that each Principal Investigator does the same.
- 8.9 **Modifications.** This Agreement may not be modified or amended unless such modification or amendment is made in writings and is signed by the Parties.
- 8.10 **Waiver.** Failure of either Party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.
- 8.11 **Entire Agreement.** This Agreement and any Appendix or Research Project Statement of Work attached hereto constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement.
- 8.12 **Communications.** All communications in connection with this Agreement shall be made in the English language.
- 8.13 **Severability.** If any provision of this Agreement should be void or held illegal or unenforceable, the other provisions shall not be affected and the Parties will replace any provision held void, illegal or unenforceable with provisions which will achieve as far as possible the intention or results sought to be achieved by the void provisions.
- 8.14 **Incorporation of Appendices.** The Appendices and Research Project Statements of Work attached hereto, as may be amended from time to time with the written consent of the Parties, are annexed to and, are incorporated into this Agreement by reference and are deemed to be a part of this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions in an Appendix or Research Project Statement of Work to this Agreement, the provision of the Agreement shall govern to the extent of such conflict or inconsistency.



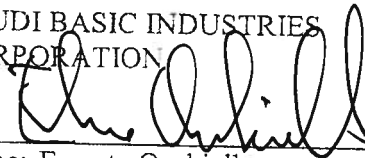
- 8.15 **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 8.16 **Signatures.** Facsimile signatures, and signatures appearing in .pdf or similar files transmitted by the Parties hereto, shall be deemed as effective as original signatures on this Agreement or any of the Research Project Statements of Work attached hereto.
- 8.17 **Personnel Successors.** If for any reason the Principal Investigator or any other key personnel becomes unable to continue with regard to a particular Research Project, CNR and SABIC shall attempt to agree upon a successor for that Research Project. If the Parties are unable to agree upon a successor, this portion of the Agreement shall be terminated in accordance with Article 7.0.
- 8.18 **Import/Export Control.** Each Party acknowledges that information and materials provided under this Agreement may be subject to export and import regulations, and any use or transfer of controlled information and materials, and the direct products of such information and materials, must be authorized under those regulations of the government of the country or territory to which the information and materials are being imported, exported, or re-exported. Each Party agrees that it will comply with all applicable export and import regulations of the government of the country or territory to which information and materials are being imported, exported, or re-exported. This obligation shall survive the termination of this Agreement.

IN WITNESS WHEREOF by signature of their respective authorized officers, the Parties agree to be bound by the terms of this Agreement.

CONSIGLIO NAZIONALE DELLE  
RICERCHE

  
Name: LOUIS NICOLAIS  
Title: PRESIDENT  
Date: MAY, 10, 2012

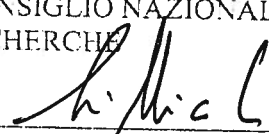
SAUDI BASIC INDUSTRIES  
CORPORATION

  
Name: Ernesto Occhiello  
Title: Executive Vice President, T&I  
Date: MAY 10, 2012

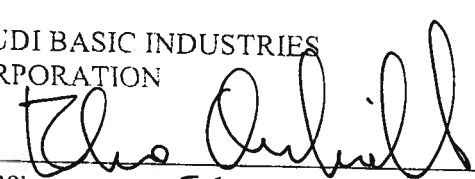
- 6.3 Such fee shall be payable in \_\_\_\_ (XX) installments over the \_\_\_\_ (XX) year Project Term of this Research Project Statement of Work X with the initial installment being invoiced after the conclusion of the first scheduled meeting after the Parties agree to go forward with regard to the Research Project set forth in this Research Project Statement of Work X and the remaining installments being invoiced after successful completion of individual Project Milestones as set forth above in the Project Milestone Schedule. After the conclusion of the first scheduled meeting regarding the Research Project and upon successful completion of each Milestone, CNR shall submit the corresponding invoice to SABIC which reflects the amount due for that particular installment. Payment will be made within forty-five (45) calendar days of receipt of the invoice by SABIC through wire transfer to CNR's designated bank account, details of which will be set out in such invoice. CNR's failure to present a timely or complete invoice including accurate bank details shall result in an excusable delay in payment by SABIC.
7. The background intellectual property owned as of the date hereof by CNR and/or the Principal Investigator is listed in the schedule attached hereto.

The Parties to this Research Agreement further agree to this Research Project as evidenced by the signatures of their respective authorized representatives below:

CONSIGLIO NAZIONALE DELLE  
RICERCHE

  
Name: LUIGI NICOLAIS  
Title: PRESIDENT  
Date: MAY 10, 2012

SAUDI BASIC INDUSTRIES  
CORPORATION

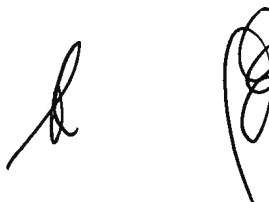
  
Name: ERNESTO OLCHICK  
Title: T&I EUP  
Date: MAY 10, 2012

APPENDIX A

RESEARCH PROJECT STATEMENT OF WORK X

Research Project Entitled “ \_\_\_\_\_ ”  
to the Research Agreement of \_\_\_\_\_ (Effective Date here)  
between CNR and SABIC

1. As agreed by the Parties, CNR will perform the Research Project set forth in this Research Project Statement of Work X. This Research Project will be performed under the supervision and direction of \_\_\_\_\_ [[List the Principal Investigator here]] of its Department of \_\_\_\_\_ [[List the Department where the Principal Investigator works here]] (hereinafter referred to as the “Principal Investigator”) in accord with the general provisions of this Agreement.
2. With regard to this Research Project, the staff proposed by CNR to be assigned to the Research Project include: \_\_\_\_\_.
3. The following resources are available and will be devoted to this Research Project: \_\_\_\_\_.
4. All activities relating to this Research Project shall be undertaken at CNR facilities located at \_\_\_\_\_.
5. The detailed proposal of work to be covered in the Research Project including the tasks, methodology and approach that will be used, a project milestone schedule and the expected deliverables for each milestone, a timeline/completion schedule for the full Research Project.
6. The Parties agree to the following terms with regard to payment for this Research Project and the rights hereunder as set forth in Article 3.0 of the Research Agreement.
  - 6.1 As full consideration for satisfactory performance of the Research Project set forth herein by CNR also through Principal Investigator and the transfer and vesting of all rights as set forth in the Research Agreement relating to this Research Project, SABIC shall pay CNR a fee of SXX Euros for the Research Project set out in this Research Project Statement of Work (all inclusive).
  - 6.2 Detailed budget: \_\_\_\_\_.





SCHEDULE TO RESEARCH PROJECT STATEMENT OF WORK X

**Background intellectual property**

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.....  
.....

Two handwritten signatures in black ink, one to the left of the other, located at the bottom right of the page.

SCHEDULE TO RESEARCH PROJECT STATEMENT OF WORK X

**Acknowledgement by PI for Research Project entitled “ \_\_\_\_\_ ” as described in this Research Project Statement of Work X:**

I, the Principal Investigator, having read this Agreement and corresponding Research Project Statement of Work, hereby agree to act in accordance with all of the terms and conditions herein and applicable CNR policies, and further agree to ensure that all CNR participants are informed of their obligations under such terms and conditions.

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Two handwritten signatures in black ink. The first is a cursive signature, and the second is a more stylized signature.