

COLLABORATION FRAMEWORK AGREEMENT

between

THE ITALIAN NATIONAL RESEARCH COUNCIL (CNR)

and

THE INSTITUTE FOR ADVANCED SUSTAINABILITY STUDIES e. V.(IASS)

concerning

**COLLABORATION IN AREAS
OF MUTUAL INTEREST**

9th May2012

The ITALIAN NATIONAL RESEARCH COUNCIL ("CNR") having its seat at Rome, Italy, for the purpose of this Agreement represented by Prof. Maria Cristina Messa, in her capacity of Vice President and Member of the Executive Board,

on the one hand,

and

The INSTITUTE FOR ADVANCED SUSTAINABILITY STUDIES e.V. ("IASS"), established at Potsdam, Germany, represented by Prof. Dr. Klaus Töpfer, Prof. Dr. Carlo Rubbia and Dr. Mark Lawrence, in their capacity of Directors and Members of the Board of Management,

on the other hand,

(hereafter collectively referred to as "the Parties" and separately as "Party"),

CONSIDERING

That CNR is a public Organization; its duty is to carry out, promote, spread, transfer and improve research activities in the main sectors of knowledge growth and of its applications for the scientific, technological, economic and social development of the Country;

That IASS is an interdisciplinary Institute of excellence for Advanced Sustainability Studies, engaged in the promotion of science and research on global sustainability, particularly in the areas of climate change, earth system and sustainable development and advanced training of young scientists, as well as the exchange of scientific information and social dialogue;

That each Party's programme involves collaboration between international actors at the highest scientific and technological levels;

The mutual benefit that the Parties would derive from collaboration between them,

AGREE AS FOLLOWS:

ARTICLE 1

Purpose

This agreement establishes the framework for collaboration between the Parties in areas of mutual interest. They shall use the results of their collaboration for peaceful purposes only.

ARTICLE 2

Projects

- 2.1 The Parties shall jointly identify projects ("Projects") for execution under this agreement. The scope of each Project, the contributions by each Party, time schedule, payments and management of the Project shall be specified in Addenda to this agreement. Contributions to a Project may be in any form deemed suitable by the Parties and compatible with their legal framework, including manpower, training, equipment and materials, intellectual property and funds. Except as agreed otherwise, each Party shall bear the cost of its contribution to a Project.
- 2.2 The Parties shall add an initial list of potential Projects as a first Addendum to this Agreement.
- 2.3 Any Project shall cease through the termination of the activity concerned or of this agreement, whichever is earlier.

ARTICLE 3

Organization

- 3.1 The Parties shall each designate a contact person who together shall coordinate the execution of this agreement. Notwithstanding the foregoing it is understood that each Party shall bear exclusive responsibility for its contribution to any Project. The contact persons shall meet and communicate whenever required and receive all relevant documentation.
- 3.2 The procurement of materials, equipment and services in the execution of a Project shall be in accordance with the rules and procedures of the procuring Party.

ARTICLE 4
Personnel

Each Party shall ensure the selection of personnel with the necessary skills and competence to take part in the Projects on its behalf and except as agreed otherwise, shall pay for their travel in the execution of the Projects.

ARTICLE 5
Safety

- 5.1 The personnel of each Party shall comply with the rules of conduct and safety in force at the host Party.
- 5.2 Any equipment, materials or other equipment contributed by a Party to a Project shall conform to the safety rules of the Party where they will be used.

ARTICLE 6
Intellectual property

- 6.1 Information disclosed under this agreement by one Party to the other Party shall not create any proprietary right in respect of such information for the receiving Party.
- 6.2 Title in intellectual property developed by a Party in the execution of a Project shall be vested in that Party, who shall grant the other Party a free, non-exclusive license for the use of such intellectual property (as the case may be, including background intellectual property, subject to such pre-existing restrictions as may exist) for the execution of its contribution under this agreement, and, whether by itself or through its partners and contractors, of its scientific programme.
- 6.3 If title in intellectual property is jointly vested in the Parties, they shall agree on the making available to third parties of such intellectual property, provided that in any event, they shall grant each other a free, non-exclusive license for the use of such intellectual property (as the case may be, including background intellectual property, subject to such pre-existing restrictions as may exist) for the execution of their contribution under this agreement, and, whether by themselves or through their partners and contractors, of their scientific programmes.

- 6.4 The providing Party provides no warranty in respect of intellectual property made available by it under this agreement, and the receiving Party shall hold it free and harmless from any liability arising from its use (including, as the case may be, by its partners and contractors) of such intellectual property.

ARTICLE 7

Publications

- 7.1 Without prejudice to the provisions of article 6, the Parties shall strive to jointly publish the results of the collaboration as Open Access publications.
- 7.2 In so far as the Parties do not jointly publish the results of the collaboration, publications by one Party involving results developed by the other Party shall be subject to the latter's prior written approval, which shall not be withheld unreasonably.
- 7.3 Publications shall acknowledge the collaboration between the Parties including, whenever appropriate, the personnel having taken part in the development of the results covered by the publication.

ARTICLE 8

Confidentiality

- 8.1 Each Party shall treat as confidential any information provided to it by the other Party and designated as confidential or of which its confidential character should reasonably be understood. Except as agreed otherwise in writing, this confidentiality obligation shall continue for a period of five (5) years from the date of termination of this agreement. The receiving Party shall not use confidential information for any other purpose than the execution of this agreement and shall not disclose it to any third party without prior written permission of the disclosing Party.
- 8.2 No confidentiality obligation shall apply to information which the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party; became part of the public domain after such communication but not through any fault of the receiving Party; was already in possession of the receiving Party at the time of signature of this agreement; has been lawfully received by the receiving Party from a third party without any confidentiality obligation; or has been developed by the receiving Party independently and outside the scope of this agreement.

ARTICLE 9

Liability

Each Party shall bear its own loss and damage in connection with this agreement, except as stipulated in article 6.4; for loss or damage resulting from gross negligence or wilful misconduct by the other Party; or from a violation by the latter of the safety and other rules in force at the host Party, in which cases the responsible Party shall indemnify the other Party for its loss and damage. Notwithstanding the foregoing, the Parties shall in no event be liable to each other for any consequential loss or damage, such as loss of income or of availability of data or installations.

ARTICLE 10

Duration

This agreement shall be in force for a period of three years from the date of its signature and thereafter be prolonged automatically for one-year periods, unless and until terminated by joint agreement or by one Party giving six (6) months prior written notification to the other Party. Notwithstanding the foregoing, articles 6, 7, 8, 9 and 11 of this agreement shall survive its termination, howsoever caused.

ARTICLE 11

Dispute resolution

The Parties shall settle any difference concerning this agreement amicably, failing which either Party may submit the difference to arbitration. The arbitration shall be held in accordance with the arbitration procedure in Potsdam.

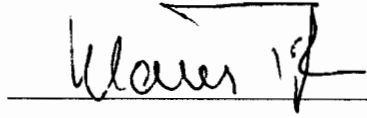
For the Italian National Research
Council



Prof. Maria Cristina Messa
Vice President and Member of
the Board of Directors

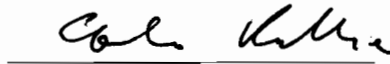
On2012

For the Institute for Advanced
Sustainability Studies.V.



Prof.Dr. Klaus Töpfer
Director and Member of the Board of
Management

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Prof.Dr. Carlo Rubbia
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Dr. Mark Lawrence
Director and Member of the Board of
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On May 9th2012