

DATED THIS 8th DAY OF DECEMBER 2013

Between

NANYANG TECHNOLOGICAL UNIVERSITY

And

CONSIGLIO NAZIONALE DELLE RICERCHE

MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding ("MOU") is made this 8th day of DECEMBER 2015 between

- (1) **NANYANG TECHNOLOGICAL UNIVERSITY**, located at 50 Nanyang Avenue, Singapore 639798, and acting through its School of Physical and Mathematical Sciences ("NTU");

and

- (2) **ITALIAN NATIONAL RESEARCH COUNCIL (CNR)**, located at Piazzale Aldo Moro, 7 - 00185, Rome, Italy;

which shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- (A) NTU contributes to the scholarship of discovery, integration, application and teaching. NTU through its School of Physical and Mathematical Sciences has special interest, knowledge and expertise in the theoretical investigation of mechanical, heat and electrical transport properties of amorphous materials and its applications.
- (B) CNR promotes and carries research activity, in pursuit of excellence and strategic relevance within national and international ambit, in the frame of European cooperation and integration; it promotes collaboration in scientific and technological fields with the organizations and institutions of other Countries, and with supranational organizations in the frame of extra-governmental agreements.
- (C) The Parties are desirous of pursuing and promoting joint research and development activities of mutual interest in various aspects of materials for renewable energy in accordance with their respective needs and objectives and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of this MOU which sets out the general understanding of the Parties' collaboration in research and development.

1. AREAS OF COOPERATION

- 1.1 The Parties agree to cooperate on research activities in the following areas in accordance with their respective needs and objectives:
- (a) Joint research projects in the area of renewable energy;
 - (b) Theoretical and experimental research to develop materials with heat and electrical transport properties for next generation organic electronic and thermoelectric devices; and
 - (c) Visits by and interchange of staff and students for discussions and research on research projects, including possible laboratory attachments;

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(collectively referred to as the "Activities").

- 1.2 The Parties are committed to maintaining the highest standards of research integrity and the responsible conduct of research, as defined in the Singapore Statement on Research Integrity (www.singaporestatement.org/statement.html) and by Italian Law.

2. ARRANGEMENTS AND FUNDING

- 2.1 To implement the collaborative Activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific and definitive programmes of cooperation ("Projects"), including their financing for each Project and possible collaboration with other third parties, provided that neither of the Parties shall have the power to bind the other Party without such other Party's consent in writing thereto.
- 2.2 Each Party may nominate a representative to act as a coordinator to help drive, initiate and coordinate the Projects for the Party. The coordinators from each Party may meet as and when necessary to review progress of the implementation of the agreed Projects, define new areas and programmes of cooperation as well as to discuss matters related to this MOU. The coordinators in the first instance shall be Assoc. Prof. Massimo Pica Ciamarra for NTU, and Dr. Annalisa Fierro for CNR up to 31st December 2017.
- 2.3 The financial arrangement relating to each Project shall be in accordance with the specific definitive agreements to be entered into between the Parties ("Project Agreements").

3. INTELLECTUAL PROPERTY

- 3.1 Specific terms on the ownership, protection and management of any intellectual property arising from joint research activities between the Parties shall be included in the relevant Project Agreement for each Project.

4. CONFIDENTIALITY

- 4.1 "Confidential Information" shall mean any device, materials, samples, software programmes, documents, data, graphics, specifications, technical information, or any other information, collectively referred to as "Information", that is disclosed by either a Party or a Party's Affiliate or on their behalf ("Discloser") to the other Party ("Recipient") in connection with this MOU, whether oral, written, visual or otherwise, or hard or electronic soft copy, which:
- (a) in the case of a tangible disclosure, is marked by the Discloser as "Confidential" or "Proprietary" or with other words of similar import; or
 - (b) in the case of an oral or visual disclosure, the Discloser identifies such disclosure as being confidential concurrent with the oral or visual disclosure and such Information has been confirmed and designated in writing as confidential within fourteen (14) days after its disclosure.

"Affiliate" shall mean any corporation, company or other entity which:

- (a) is Controlled by the relevant Party;
- (b) Controls the relevant Party; or

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- (c) is under common Control with the relevant Party.

For this purpose, "Control" means:

- (i) at least fifty percent (50%) of the controlled entity's outstanding shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by the controlling entity, and/or
- (ii) the controlling entity possesses, directly or indirectly, the power to influence the decision-making process, the direction of management and the policies of the controlled entity.

- 4.2 The obligations of confidentiality set out in this Clause 4 shall not apply to any Information which:

- (a) was publicly available prior to the date of disclosure under this MOU or becomes publicly available thereafter through no wrongful act or omission on the Recipient's part;
- (b) was known to the Recipient prior to the date of disclosure under this MOU or becomes known to the Recipient thereafter, without restriction as to use or disclosure, from a third party having an apparent bona fide right to disclose the Information, as evidenced by written records;
- (c) is independently developed by the Recipient, as evidenced by written records; or
- (d) is disclosed with the Discloser's prior written consent.

- 4.3 The Recipient shall:

- (a) use the Confidential Information only for the purposes of this MOU, unless otherwise expressly agreed to in writing by the Discloser;
- (b) use the same degree of care regarding the Confidential Information as it uses in protecting and preserving its own confidential information of like kind to avoid disclosure or dissemination thereof, but in no event less than a reasonable degree of care; and
- (c) only disclose the Confidential Information to its Affiliates, employees, officers, directors, legal or professional advisors, or students ("**Authorised Representatives**") who have a need to know the same for the purposes of this MOU and who are bound by obligations of confidentiality. The Recipient shall not disclose the Confidential Information to any third party except for any third party Authorised Representatives as provided herein.

- 4.4 Where the Recipient is required to disclose Confidential Information pursuant to an order of a court of competent jurisdiction or by law, the Recipient may disclose such Confidential Information provided that the Recipient, if not legally prohibited from so doing, promptly notifies the Discloser and cooperates reasonably with efforts by the Discloser to contest or limit the scope of such order or legal requirement to disclose.

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- 4.5 The obligations of confidentiality set out in this Clause 4 shall carry on in force for the duration of this MOU and shall continue to survive for a period of five (5) years from the date of expiry or any early termination of this MOU.
- 4.6 Nothing in this MOU shall be construed as granting any property rights, by licence or otherwise, to any Confidential Information disclosed pursuant to this MOU, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.
- 4.7 No representation or warranty, express or implied, is or shall be given and no responsibility or liability is or shall be accepted by the Discloser as to the accuracy or completeness of the contents of any Information disclosed pursuant to this MOU.
- 4.8 The Parties agree that any breach of the obligations of confidentiality under this Clause 4 may cause irreparable injury to the Discloser and monetary damages may not be an adequate remedy for such breach. Accordingly, the Discloser shall be entitled to seek equitable relief, including injunctions, and this shall be without prejudice to the Discloser's other rights and remedies under law.

5. AMENDMENTS

- 5.1 This MOU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

6. TERM OF MOU

- 6.1 This MOU shall commence on the date first written above and shall remain in force for a period of three (3) years. Either of the Parties may terminate this MOU by giving two (2) months written notification of its desire to terminate to the other Party. The termination of this MOU shall not affect the implementation of the Projects established under it prior to such termination. This MOU can be extended by mutual written agreement of both Parties.

7. DISPUTE RESOLUTION

- 7.1 The Parties shall use their best endeavours to settle amicably any difference or dispute arising under or in connection with this MOU by consultation and negotiation.

8. NON-BINDING NATURE OF THIS MOU

- 8.1 Save for Clause 4 on "Confidentiality" which shall be legally binding, despite the statements and obligations expressed herein, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound by any legal obligation or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties.

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IN WITNESS WHEREOF the Parties have caused this MOU to be executed on the date first above written.

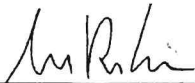
SIGNED by for and on behalf of

**NANYANG TECHNOLOGICAL
UNIVERSITY**



Name: Professor Chee Yeow Meng
Designation: Chair of School of Physical
and Mathematical Sciences

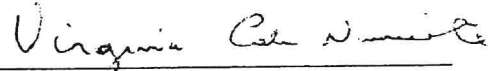
In the presence of:



Name: Massimo Pica Ciamarra
Designation: Nanyang Associate
Professor, School of Physical and
Mathematical Sciences

SIGNED by for and on behalf of

**ITALIAN NATIONAL RESEARCH
COUNCIL**



Name: Virginia Coda Nunziante
Designation: Head of International and
European Office

In the presence of:



Name: ANTONELLA BRUGLIA
Designation: ASSISTANT, INTERNATIONAL
RELATIONS OFFICE