**** (logo of theforeign Institution**)**

**SCIENTIFIC COOPERATION AGREEMENT**

**between**

**The National Research Council of Italy**

**and**

…………………………………………….

The National Research Council of Italy (CNR) and (………………………………, foreign Institution) (hereinafter referred to as the “Parties”) have agreed to sign up the following Agreement.

**Article I – Purpose**

The purpose of this Agreement is to further strengthen cooperation in scientific research between Italy and …………. The Parties, on a basis of equality and mutual benefit, will co-operate in the following (but not limited to these) scientific areas:

• …….…..………….

• …………………….

• …………………….

**Article II - Forms of Cooperation**

The Parties will co-operate, as a general principle, through the following joint activities:

• Joint laboratories

• ………………………. Other cooperative activities)

• ………………………

• ………………………

**Article III - Financial support**

Joint laboratory:

For the joint laboratory

(TITLE)…………………………………………………………………………………….………… Italian Principal Investigator and Institute…………………………………….

Foreign Principal Investigator and Institute……………………………….

selected by CNR for the years 2023-2025,

CNR will grant the Italian research team an annual amount of €………………………;

The …………… will grant the ……………research team an annual amount of €…….;

**Article IV - Intellectual Property Rights**

Nothing in this Agreement shall affect ownership of the Intellectual Property rights of either Party existing prior to the date of this Agreement or generated by a Party not in the course of a Joint 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 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 under applicable law.

Joint Intellectual Property Rights: Intellectual Property created with the inventive contribution of both Parties in the course of a Research Project will belong jointly to both Parties in ratio of 50% to each Party.

**Article V – Confidentiality**

This Agreement and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this Agreement or any subsequent contractual undertakings shall be treated as confidential (Confidential Information). The Confidential information shall not be used except for the purposes for which it was made available, and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

Neither Party will be in breach of any obligation to keep any Confidential Information or not to disclose it to any other Party to the extent that it:

Is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another Party; or

Is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential; or

Has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or

Has been independently developed by the Partner making the disclosure; or is disclosed in obedience of any law, regulation or order of a competent Court by jurisdiction, and the Party which is required to make that disclosure, has informed the other Party within a reasonable time after said request, on both the obligation to make such disclosure and what the· information to be disclosed is; or

Is approved for release in writing by an authorized representative of the Party whose information is owned.

In the execution of this Agreement both Parties shall observe the legislative and regulatory framework in their respective countries.

**Article VI – Protection of Personal Data**

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by XXXXXX pursuant to Regulation XXXX. 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 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.

**Article VII – Settlement of Disputes**

The Parties shall exert their best efforts to resolve any dispute resulting under this Agreement by amicably consultations and negotiations. Disputes will not be referred to third parties, to courts or arbitration.

**Article VIII - Entry into Effect, Duration, and Termination**

This Agreement shall enter into effect on the date of its signing by both sides. This Agreement shall remain in force until the expiration date of CNR funding. Either Party may notify the other of its intention to terminate the Agreement, in which case any existing program will be brought to an orderly conclusion and the funding will be suspended. Notifications will have to be forwarded six months in advance of the termination of the Agreement. This Agreement is written and signed in two originals, in the English language.

 Date:

For the National Research Council of Italy President

For the ………………………. President or other legal representative