**SCIENTIFIC COOPERATION AGREEMENT**

**between**

**THE NATIONAL RESEARCH COUNCIL OF ITALY (“CNR”)**

and

**xxxxxxxxxxxx**

**(Each shall be referred to as “Party” and together “the Parties”)**

The National Research Council of Italy, having its main administrative offices at Piazzale Aldo Moro 7, 00185 Rome, IT (“CNR”) represented by (name of President) and ………………………………………………….……………, (foreign Institution, address, country)

(hereinafter referred to as the “Parties”) have agreed to sign up the following Agreement.

**Article 1. OBJECTIVES**

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 scientific areas:

• …….…..………….

• …………………….

**Article 2. - FORMS OF COOPERATION**

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

• Joint Laboratories

• ………………………. (other cooperative activities, if any)

**Article 3. - FINANCIAL SUPPORT**

Joint Laboratory:

For the International Joint Laboratory selected by the CNR for the years 20..-20.., titled: “…………………………………………………………………………………………………….”,

The Italian Principal Investigator (PI) is Dr. (name and surname), CNR – Institute …………………………………………….., City, Italy,

The (nationality) Principal Investigator (PI) is Dr. (name and surname), foreign Institution , Country;

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

XXX will grant the (nationality) research team an annual amount of €…………….

Notwithstanding the foregoing, the Parties will conduct the work and provide support based on the availability of resources and in accordance with its own rules and policies.

**Article 4. – CONFIDENCIALITY**

The Parties shall use ordinary diligence to protect the confidentiality of information.

The Parties shall:

1. not to use Confidential Information other than for the purpose for which it was disclosed;
2. not to disclose Confidential Information to any third party without the prior written consent by the other Party;
3. to ensure that internal distribution of Confidential Information by the Receiving Party shall take place on a strict need-to-know basis;
4. Each Party shall promptly advise the other Party of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

Notwithstanding any termination or expiration of this Agreement, the confidentiality obligations under this Agreement shall survive such termination or expiration and shall continue in effect for a further period of four (4) years from the date of such termination or expiration.

**Article 5. - 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 scientific Agreement or generated by a Party not in the course of a Joint Laboratory.

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 scientific Agreement, Intellectual Property and Materials developed by the other Party not in the course of a Joint Laboratory and Intellectual Property and Materials arising out of the activities of a Joint Laboratory without inventive step by such Party.

Ownership of Intellectual Property arising in the course of a Joint Laboratory shall be determined in accordance with inventorship under applicable law. Intellectual Property created solely by a Party's employees shall be owned by that Party.

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

**Article 6. PUBLICATIONS**

Each Party has the right to publish its own scientific findings, technical reports and results of the work performed under a Joint Laboratory under this collaboration. Any publications containing results of the other Party must be agreed prior to publication and deep analysis of the clauses related to the data protection of intellectual property rights.

The logo of each Party shall only be used by the other Party under prior written approval of the Party to which it belongs.

**Article 7. – DISPUTE RESOLUTION CLAUSES**

Any dispute resulting under this Agreement shall be resolved amicably.

Therefore, any dispute concerning the interpretation or execution of this Agreement will be resolved through friendly consultations and negotiations between the Parties. Disputes will not be referred to third parties, to courts or arbitration.

**Article 8. – 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 the event that the data subject exercises the right to erasure, the personal data if not subject to the permanent storage restriction will remain stored solely for the purpose of addressing potential liabilities arising from the processing, during the period of prescription. After this period, the personal data will be deleted. The Parties undertake to comply with Article 89 GDPR which regulates the guarantees and exceptions relating to processing for archiving purposes in the public interest, scientific or historical research or statistical purposes. The Parties do not have the right to transfer personal data to third parties. Furthermore, the Parties undertake to enter into a Personal Data Co-ownership Agreement following the conclusion of the Cooperation Agreement, once the joint laboratory has been jointly defined.

**Article 8. – 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