

AGREEMENT ON SCIENTIFIC COOPERATION

between

THE NATIONAL RESEARCH COUNCIL OF ITALY (“CNR”)

Piazzale Aldo Moro 7 – 00185 Rome, Italy

and

THE JOŽEF STEFAN INSTITUTE (“JSI”)

Jamova cesta 39, 1000 Ljubljana, Slovenia

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

The Parties wishing to promote the implementation of cooperative programs in the areas of mutual interest, have agreed upon the following:

Article 1. OBJECTIVES

The purpose of this Agreement is to establish a framework for the development of collaborative programmes and projects of mutual interests to further strengthen cooperation in scientific research and development between CNR and the Jožef Stefan Institute (hereinafter referred to as CNR and JSI respectively).

The Parties shall promote scientific collaboration on projects of mutual interest among researchers from both CNR and JSI on the basis of mutual and equitable contributions and benefits.

Article 2. FORMS OF COOPERATION

This Agreement shall promote collaboration between Italian and Slovenian researchers and shall encourage the development and the implementation of joint research projects for the participation in Horizon Europe calls announced by European Commission or in other international programs, including the following activities:

1. Joint research programs
2. Visits and exchange of research staff
3. Other cooperative activities mutually accepted

The Parties will carry out the scientific evaluation of the applications received individually. The evaluations will then be compared between the Parties, who will jointly select the projects to be financed.

The number of projects, amount of fund, duration and implementation or any other cooperative activity to be supported will be established on those separate Cooperative program.

Article 3. CONFIDENTIALITY

The Parties shall undertake to hold the Confidential Information that is exchanged directly or indirectly. For the purposes of this Agreement, Confidential Information shall include but not be limited to all disclosures of hardware, software, designs, specifications, sketches, descriptions, photographs, techniques, processes, algorithms, mask-work, schematics, graphics, inventions, trade secrets, patents, copyrights, future product plans, know-how and technology, contracts, customer lists, financial information, marketing plans or other proprietary or business information whether made directly or indirectly, in writing, orally, by inspection of tangible objects or otherwise, and which (a) has been marked as confidential, or (b) is unmarked (e.g., orally disclosed) but treated as confidential at the time of disclosure and is summarized and described as confidential in a writing that is delivered to the receiving party within 14 days of disclosure, or (c) a reasonable person would recognize as confidential considering the nature of the information and the circumstances of disclosure.

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 Disclosing 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 4. INTELLECTUAL PROPERTY

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 collaboration under this Agreement.

Nothing in this Agreement shall grant to a Party any rights to Intellectual Property owned by the other Party prior to the effective date of this Agreement, Intellectual Property developed by the other Party not in the course of collaboration under this Agreement, and Intellectual Property arising out of the activities under this Agreement without inventive step by such Party.

Ownership of Intellectual Property arising in the course of collaboration under this Agreement 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. In case provisions of grant, consortium or other project agreements related to research projects funded under the Horizon Europe or other international programs require different arrangements of

allocation of intellectual property rights, provisions of such agreements shall prevail over the provisions of this Article 4.

Parties agree to conclude a separate agreement for each result created jointly in order to establish the allocation of ownership and terms of exercising, protection, division of costs and exploitation of such results, all in line with the aims of research program's funding.

Article 5. PUBLICATIONS

Each Party has the right to publish its own scientific findings, technical reports and results of the work performed within collaboration under this Agreement. Any publications containing results of the other Party must be agreed prior to publication.

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 6. JURISDICTION AND APPLICABLE LAW

Any dispute resulting under this Agreement shall be resolved amicably. Therefore, any dispute concerning the interpretation or execution of this Agreement will be resolved immediately through friendly consultations and negotiations between the Parties.

Article 7. PROTECTION OF PERSONAL DATA

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by Jožef Stefan Institute pursuant to Regulation (EU) 2016/679. Any processing of personal data shall be carried out exclusively for the purposes of the execution, management and monitoring of this Agreement.

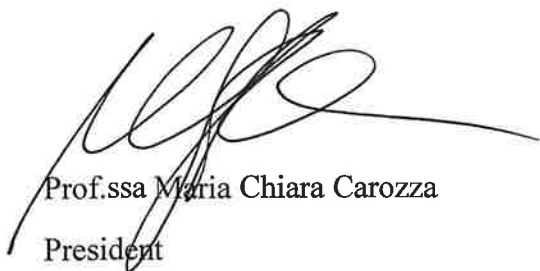
Once personal data are no longer necessary for the purposes of the Agreement, or in case a data subject exercises a right of erasure, personal data will remain stored exclusively for the purpose of addressing potential liabilities arising from the processing while respecting the statute of limitations. After this period, the personal data will be deleted. The Parties do not have the right to transfer personal data to third parties.

Article 8. DURATION AND TERMINATION

This Agreement shall come into force on the date of its signature from both Parties and remain in force for a period of 4 years unless either Party expresses its decision to terminate it through a certified notification at least six months prior to the expiry date.

This Agreement has been signed in two identical copies in the English language.

For
The National Research Council of Italy


Prof.ssa Maria Chiara Carozza
President

Date: 22-12-2022

For
The Jožef Stefan Institute


Prof. dr. Boštjan Zalar
Director  Institut "Jožef Stefan"
Ljubljana, Slovenija 13

Date: 01-12-2022