

AGREEMENT ON SCIENTIFIC COOPERATION

between

THE NATIONAL RESEARCH COUNCIL OF ITALY (CNR)

Piazzale Aldo Moro 7 – 00185 Rome, Italy

Represented by President Prof.ssa Maria Chiara Carrozza

and

National Centre for Research and Development (NCRD)

Jubeiha, POBox 902, Amman 11941, Jordan

Represented by Acting President: Prof. Abdullah M. Al-Musa

(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 create a framework for cooperation in various fields related to scientific research and development between Italy and Jordan; the parties will promote and support cooperation between researchers from research entities, universities, research institutes from each country according to the provisions of this Agreement and the existing legislation and regulations of each country.

ARTICLE 2. FORMS OF COOPERATION

Both Parties shall endeavor to promote, within the available financial resources the following Activities:

- 2.1 Joint research, development, and Innovation projects, including exchange of scientists, specialists and researchers;
- 2.2 Other cooperative activities mutually accepted by the parties in writing in advance.

ARTICLE 3. BILATERAL COOPERATION PROGRAM

According to this Agreement, a cooperative program in the areas of mutual interest will be jointly established by the Parties

- 3.1 shall detail the objectives to be achieved, The number of projects, amount of funding, duration and implementation of planned activities that will be performed or any other cooperative joint activities to be supported.



- 3.2 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.

ARTICLE 4. FUNDING

- 4.1 Each party will finance researchers from its own country with its own resources.
- 4.2 Collaboration under this Agreement is subject to the availability for both Parties of the necessary resources – both human and financial – for the proper management of the bilateral program.
- 4.3 Expenses for all activities are expected to be covered from the budgets of both Parties, provided that the parties agree later in writing on the method and mechanism of spending and the party responsible for bearing such expenses.
- 4.4 The CNR will finance only its own institutes, the NCRD will finance research entities, universities, research institutes in Jordan.

ARTICLE 5. CONFIDENTIALITY

The Parties shall use ordinary diligence to protect the confidentiality of information, provided that, in any case, it is not less than the manner in which each party maintains its confidential information.

The Parties shall:

- 5.1 not to use Confidential Information other than for the purpose for which it was disclosed;
- 5.2 not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- 5.3 to ensure that internal distribution of Confidential Information by the Receiving Party shall take place on a strict need-to-know basis; to its employees, directors and institutes.
- 5.4 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 it 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 6. INTELLECTUAL PROPERTY

- 6.1 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 Research Project.

- 6.2 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.
- 6.3 Intellectual property created by both parties and/or their employees during the bilateral program will be jointly owned by both parties in the course of a Research Project within this Agreement will belong jointly to both Parties in ratio of 50% to each Party. Each Party grants the other the right to use and exploit the jointly owned intellectual property rights, provided that such use and/or exploitation is legitimate.

ARTICLE 7. PUBLICATIONS

- 7.1 Each Party has the right to publish its own scientific findings, technical reports and results of the work performed under a Research Project under this Agreement. 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.
- 7.2 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 8. PROTECTION OF PERSONAL DATA

Personal data shall be processed by CNR pursuant to Regulation (EU) 2016/679 and by NCRD pursuant to internal Regulation. 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 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 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 project has been jointly defined.

ARTICLE 9. LEGAL ASPECTS and DISPUTE RESOLUTION CLAUSES

- 9.1 This Agreement is concluded with a view to enhancing and developing cooperation between the parties and does not constitute an agreement binding upon the States of the parties under international law. No provision of this Agreement will be interpreted and implemented as creating legal rights or commitments for the States of the parties.

- 9.2 Any dispute resulting under this Agreement shall be resolved amicably. Disputes will not be referred to third parties, to courts or arbitration.
- 9.3 This Agreement will not affect the validity or execution of any obligation arising from other international treaties or agreements concluded by the States of the parties.
- 9.4 This Agreement may be amended at any time through mutual written consent of the parties, in writing, and shall form an integral part of this Agreement and shall be annexed to it.
- 9.5 This Agreement does not affect the right of any of the parties to work with any other organisation and to sign similar documents, to the extent that does not contradict with the rules herein.

ARTICLE 10. DURATION

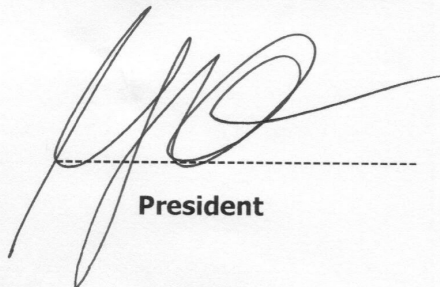
- 10.1 This Agreement will come into effect upon signature and remain valid for a period of Six years. Unless one of the parties notifies the other in writing (certified notification) its intention to terminate this Agreement at least six months prior to the expiration of its validity, this Agreement will automatically be extended for successive periods of six years.
- 10.2 The termination of this Agreement will not affect the projects or programs undertaken under this Agreement and not be fully executed at the time of the termination of this Agreement.

ARTICLE 11. SIGNATURE

This Agreement consists of 11 Articles and is signed on 13/3/2024 in two identical copies in English, both being equally authentic.

For the National Research Council
of Italy CNR


Prof.ssa Maria Chiara Carrozza



President

For the National Centre for Research and
Development NCRD

Prof. Abdullah Al-Musa



Acting President

