

AGREEMENT FOR SCIENTIFIC COOPERATION

between

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

and

ISTITUTO NAZIONALE DI ASTROFISICA

Centre National de la Recherche Scientifique (French National Centre for Scientific Research), hereinafter referred to as “**CNRS**”, a public scientific and technological organization, headquartered at 3, rue Michel Ange, 75794 Paris cedex 16, France, represented by its President, **Professor Alain Fuchs**,

and

Istituto Nazionale di Astrofisica (Italian National Institute for Astrophysics), hereinafter referred to as “**INAF**”, a public scientific and technological organization, headquartered at Viale del Parco Mellini, 84, 00136 Rome, Italy, represented by its President, **Professor Giovanni Fabrizio Bignami**,

Hereinafter collectively referred to as the “Parties” or individually as the “Party”,

In acknowledgement of the Cultural agreement between French and Italian governments signed on the 4th of November 1949;

In acknowledgement of the Scientific agreement of cooperation between the government of the French Republic and the government of the Italian Republic signed on the 29th of January 2001.

The Parties, considering:

- That CNRS in France and INAF in Italy are major Research organizations in Europe in the field of Astronomy and Astrophysics,
- Their long tradition of cooperation, and many activities in which their teams and researchers work together, often in strong connection,
- Their common interests and objectives in advanced scientific research,
- The advantages of producing synergies between complementary areas of expertise for purposes of increasing research and improving efficiency,
- Their intention and joint efforts to establish the European Research Area (ERA) through cooperation and integration of national scientific communities,

agree as follows:

ARTICLE I – GENERAL PROVISIONS

I-1 The purpose of this Agreement is (1) to formalize, develop and strengthen the existing cooperation by extending areas and forms of cooperation and promoting joint cooperative actions between the teams and researchers associated with the Parties in scientific fields that are of a major interest to both Parties, and (2) to exchange information and to develop mutual understanding on multilateral projects in which they are involved

The Parties undertake to promote and strengthen scientific collaboration between their researchers, on the basis of reciprocity, by making available the means to carry out cooperative actions and by supporting the scientific excellence and structuring such collaborations.

The Parties agree to encourage scientific collaboration in projects related to the objectives of EU FP8 Horizon 2020.

The Parties agree to encourage mobility of researchers in the context of cooperative actions between their research teams, and the involvement of young researchers in the activities conducted hereunder .

To these ends, the Parties intend to support joint scientific projects, in particular those types of projects, described in Annex I.

I-2 Each Party shall independently evaluate proposals for joint cooperation projects. The evaluation criteria are, inter alia, as follows:

- the quality of the research conducted;
- the intensity of mobility of researchers;
- the participation of young researchers;
- the added value of the cooperation;
- expectations regarding the results to be obtained.

The Parties shall inform each other of the results of all evaluations, so that they may jointly decide as to the projects to be approved.

I-3 Structuring actions

The Parties agree to progressively structure the cooperation between their research teams in the form of International Projects for Scientific Cooperation (PICS), International Associated Laboratories (LIA) and International Research Coordination Networks (GDRI), initiated by teams belonging to laboratories affiliated with CNRS and INAF and evaluated by the two Parties, as described in Annex I.

Partner research teams must both submit simultaneously joint research proposals to their respective organization, CNRS and INAF.

The Parties shall select projects on their scientific quality, either during an annual meeting which takes place alternately in France and Italy, by video-conference or by exchange of correspondence. The results of joint selection of projects shall be given in a written report.

Additionally, a Steering Committee comprising an equal number of members of each Party will be established by exchange of letters between the Parties. The Steering Committee shall be convened as required, alternately in France and Italy, at least once a year, unless otherwise agreed by the Parties. It shall review the ongoing cooperative structuring actions, set the priority scientific fields of cooperation, facilitate and monitor the implementation of this Agreement, set the principles, rules and guidelines for the joint calls for proposals, and review the intellectual property issues.

The priority areas, national eligibility rules, submission rules, evaluation process with common criteria and selection procedures, maximum level of funding per project and a maximum total earmarked budget for **PICS** shall be agreed upon by the Steering Committee and published in annual common calls for proposals.

PICS shall not require execution of a separate agreement but shall be bound by Article III of this Agreement with regard to publication, confidentiality, intellectual property and research contracts.

Separate specific agreements between Parties are required to create **LIA** or **GDRI**.

Structuring actions shall be funded in accordance with the provisions of Article II. A brief scientific and financial report shall be produced annually by the project leaders. The teams shall submit a final full report to the Parties at the end of each action.

- I-4 In addition to the cooperative projects referred to in Articles I-3 the Parties undertake to jointly support scientific workshops and meetings and any other type of scientific action between the researchers connected to CNRS and to INAF, as jointly agreed upon by the Parties in the framework of the Steering Committee.
- I-5 The Parties will also exchange information, in particular during the Steering Committee meetings, on their strategy and projects they are part of, and, whenever possible, define a common line of action.

ARTICLE II – FUNDING PROVISIONS

II-1 The joint research activities under this Agreement shall be supported by the allocation of earmarked financial contribution of each Party, devoted, inter alia, to cover mobility expenses (short-term stays and meeting), in addition to those resources to which the relevant research teams may already have access.

Research expenses shall be paid by the organization where the research is carried out.

II-2 The annual financial contribution of each Party shall then be determined by mutual agreement on a reciprocal basis for each year during which approved projects are to be conducted.

The Parties shall cover the expenses incurred by the researchers and laboratories funded in accordance with this Agreement, on the basis of respective domestic budget legislation and regulations governing each Party.

II-3 By the end of the month of March of each year, each Party shall make available to their respective coordinating teams the earmarked resources, particularly funding, necessary to carry out the research activities falling within the scope of this Agreement.

Any funds remaining unused at the end of a budgetary year cannot be carried over to the following budgetary year.

II-4 Individuals hosted under this Agreement generally shall not receive any fees for the lectures, conferences and reports, nor for any other scientific work of a similar nature, carried out under this Agreement. In addition, they may not carry out any paid work other than the research specified in their work schedule, without the prior consent of CNRS and INAF.

II-5 Each home organization shall insure its participating personnel for any health expenses, including hospitalization that may occur during a stay in the host country and repatriation.

ARTICLE III – PUBLICATIONS, CONFIDENTIALITY, INTELLECTUAL PROPERTY AND RESEARCH CONTRACTS

The terms and conditions applying to publications, confidentiality, the protection and exploitation of intellectual property rights and research contracts shall be governed by the provisions contained in Annex 2.

ARTICLE IV – FINAL PROVISIONS

This Agreement shall enter into force for a **term of four years** from the date on which it is signed. It may then be renewed by amendment.

This Agreement may be terminated by either Party by written notice given to the other

Party, six (6) months in advance.

The terms of this Agreement may be supplemented or amended by amendment, with the consent of both Parties.

In the event of difficulties in the interpretation or performance of this Agreement, the Parties shall make every effort to resolve their dispute amicably.

If no agreement can be reached within sixty (60) calendar days from notification date of the dispute, the Parties undertake to submit it to mediators, one of whom will be appointed by each Party, unless they can agree on a single mediator. The said mediator(s) will do their best to settle any difficulties and find an amicable solution acceptable to both Parties within sixty (60) calendar days from the date on which the mediator or mediators were appointed.

If no agreement can be reached, the dispute will be taken before the competent Court.

At the expiration of this Agreement or following its termination, it shall continue to govern research projects approved hereunder which have as yet to be completed, including the separate agreements signed during the period in which it was in force.

The confidentiality and intellectual property provisions herein shall continue to apply for their respective terms.

Done in Paris, in two identical copies,

On the 11 July 2012

For CNRS

For INAF

**Alain Fuchs
President**

**Giovanni Fabrizio Bignami
President**

ANNEX I

COOPERATION TOOLS

The following tools are intended to support **structuring actions** in priority research fields:

International Program for Scientific Cooperation (PICS)

PICS, with a three-year, non-renewable term, is a scientific project established and presented jointly by two research teams - one belonging to a laboratory affiliated with CNRS and INAF - having previously published together. Funding is provided by the Parties and is intended to support travels and stays, organization of meetings and, exceptionally, other research expenditures related to the collaboration – as consumables and small equipment.

International Associated Laboratories (LIA)

LIAs are “laboratories without walls”. They bring together teams from a laboratory affiliated with CNRS and a laboratory affiliated to INAF, pooling human and material resources together to carry out one or several projects in the framework of a jointly-defined research program set for the lifetime of the LIA. Teams and laboratories associated by the LIA maintain their autonomy, separate status and location. Funding is provided by the Parties and is intended to support travels and stays, organization of meetings and, exceptionally, other research expenditures related to the collaboration – as consumables and small equipment. LIAs shall last four (4) years, renewable once.

International Research Networks (GDRI)

This structure for scientific coordination brings together a network of laboratories from several countries. Funding is provided by all partner organizations and supports team coordination, personnel mobility and the organization of seminars and workshops. GDRI shall last four (4) years, renewable once.

ANNEX II

PUBLICATIONS, CONFIDENTIALITY, INTELLECTUAL PROPERTY AND RESEARCH CONTRACTS

Article 1 – Communication

The Parties shall keep each other informed of the work undertaken and results obtained in performance of this Agreement, in particular as part of joint research projects, so as to be able to take joint decisions to protect said results.

Article 2 – Ownership and protection of the Results

- 2.1 CNRS and INAF shall remain the owner of the results (whether patented or not) that it held prior to this Agreement or which are the outcome of work undertaken outside this Agreement.
- 2.2 The results (whether patentable or not), including software and databases arising from cooperative actions (hereinafter the “Results”), shall be deemed, unless otherwise expressly agreed, to be jointly owned in proportion to their respective intellectual, material and financial contribution by CNRS and INAF (hereinafter the “Owners”).
- 2.3 The Owners shall consult each other as to taking such measures and steps designed to protect said Results, including by filing patent applications for those Results which qualify for such protection.
- 2.4 Without prejudice to the laws applicable in each Owner's country, patent applications made in the name of the Owners shall be filed in France by the French Owner and in Italy by the Italian Owner.
- 2.5 When the Owners deem it appropriate to obtain patents in order to protect said Results in countries other than France and Italy, they shall take the appropriate measures by mutual agreement.
- 2.6 Within one month following the date on which the patent applications are filed, the Owners shall exchange a copy of the documents and their appendices.
- 2.7 In any patent application the names of the scientists who, under this Agreement, contributed to obtaining the Results for which protection is sought, shall be referred to by the Owners as the inventors, unless these scientists explicitly waive their rights.
- 2.8 For its own research needs, each Owner shall have a right to use free of charge the Results, whether said Results are patented or not, only in the respective cooperative action where the results were obtained.
- 2.9 Any other use of the Results will be notified to the other Owner and subject to the provisions of paragraph 2.2 and Article 3.

Article 3 – Exploitation of the Results

- 3.1 The Owners shall immediately take all necessary measures to exploit the joint Results. They shall jointly determine, as soon as possible after the generation of the joint results and prior to any commercial or industrial use, in a specific Co-ownership Agreement the share of joint ownership for each Owner and the fair and reasonable terms and conditions for use of patents and intellectual property rights protected in the countries concerned. The Owners may assign the task of exploiting the joint Results to an Owner, carry it out jointly or entrust it to a third party, with written consent.
- 3.2 The Owners shall ensure that as far as possible, the intellectual property rights obtained shall be exploited commercially and within reasonable timeframes.
- 3.3 Barring a separate agreement to the contrary, the income generated by the commercial use of the Results shall be distributed to the Owners in proportion to their ownership of the Results.
- 3.4 In the event a patent or jointly owned piece of software is infringed, the Owners shall decide by mutual agreement whether to sue the infringer(s). Where there is agreement, such proceedings may be instituted by one of the Owner on their joint behalf and the expenses shared. If one of the Owners expressly foregoes participating in the lawsuit, the other may institute proceedings at its own expense, risk and benefit.
- 3.5 Each Owner shall be liable for ensuring payment and award of any compensation to its agents, employees or local partners that have contributed to obtaining the Results.

Article 4 – Expenses

- 4.1 Expenses connected with obtaining and maintaining the protection of intellectual property rights shall be borne by the French Owner in France and by the Italian Owner in Italy.
- 4.2 Expenses connected with obtaining and maintaining the protection of those rights in countries other than France or Italy shall be borne by the Owners in proportion to their ownership of the Results.

Article 5 – Accounting

- 5.1 For each application they file, the French Owner and the Italian Owner shall each keep separate, detailed accounts of the costs relating to obtaining and maintaining the protection of intellectual property rights in Italy, France and the other countries.
- 5.2 The French Owner and the Italian Owner shall keep detailed accounts of the income generated by the use of those rights.
- 5.3 Duly certified annual statements of such accounts shall be exchanged by the Owners.

Article 6 – Withdrawal or Specific Arrangements

- 6.1 If one of the Owners intends to withdraw an application or refuses to submit or share the expenses, in particular the costs of filing or keeping it in force, it shall immediately advise the other Owner thereof. Without prejudice to the terms of paragraph 2-3, the other Owner may initiate the filing or continue the proceedings, in its own name and at its sole expense. The withdrawing Owner shall then provide every assistance to the other Owner in completing the formalities.
- 6.2 Under the terms of paragraph 6-3 and according to the terms and conditions specified in paragraph 6-1, the Owner that has filed or continued the proceedings shall be entitled to the income generated by the exploitation of the rights.
- 6.3 Before instituting a cooperative action, the Owners may draw up a list of territories for which they undertake to apply, if necessary, for patents. They may agree in a separate agreement that if one of them does not wish to file in countries other than those specified in the aforementioned list, the other Owners may claim the intellectual property rights only in its (their) own name for those countries. A specific arrangement for distributing income which differs from the provisions of Article 2 and 3, may be set out in that separate agreement.

Article 7 –Confidentiality- Publications

- 7-1 Subject to the provisions of Article 8, CNRS and INAF shall be entitled to publish the Results obtained in connection with cooperative actions. However, before any publication, CNRS and INAF shall ensure that they do not prejudice the rights of third parties.
- 7-2 CNRS and INAF shall specify, as early as possible, the information produced or arising from a cooperative action that they don't wish to be published, such as:
- Information that is not known to experts in the discipline or not easily accessible by legal means,
 - Information that has actual or potential commercial value related to its confidentiality,
 - Information for which the authorities of the countries concerned have taken the necessary measures to ensure its confidentiality.
- 7-3 In the scope of a cooperative action, each of the Parties receiving information of a confidential nature, undertakes to refrain from use of said information for reasons other than those under this Agreement, and specifically to refrain from disclosing to third parties or to protecting (by patent, etc.) or commercially or industrially exploiting said information without expressing prior consent of the other Party that provided such information.

These provisions do not apply for information which:

- is in the public domain or arrives in the public domain through means other than the Party receiving it;

- was already in the possession of the Party receiving it at the time it was communicated ;
- is communicated to the Party receiving it by a third-party not bound by confidentiality.

7-4 Throughout the term of this Agreement and for a period of six (6) months following its termination, any publication or disclosure by each of the Parties of such information or joint Results resulting from a collaborative activity shall require the prior, written consent of the Party that provided such information or that co-owns such joint Results. The Party from whom disclosure is requested shall advise the requesting Party of its decision within two (2) months from receipt of the request. After such a period has lapsed without a response being received, the request shall be deemed to have been granted.

7-5 However, this clause shall not impede CNRS researchers from fulfilling their obligation of producing an activity report, which shall not constitute disclosure within the meaning of the laws governing industrial property, nor students from defending their doctoral thesis or internship report relating to the work conducted under this cooperative activity. If necessary, the examination may take place behind closed doors.

7-6 Information that is authorized for publication may only be used within the limits of the relevant cooperative action.

Publications made in the framework of each action shall mention the link with the Parties and acknowledge their support.

Publication of the Results shall be made according to the customs and practices of the scientific community, with prior agreement of all active contributors to the Results and the entitled Parties.

Article 8 – Research contract

If a third partner outside this Agreement wishes to enter into a research agreement with the Parties hereto, the Parties shall consult each other and shall jointly appoint (a) representative(s) of one of them for purposes of negotiating the terms of said agreement on their joint behalf. That research agreement shall be signed by both Parties and shall specify the terms and conditions for collaboration with the partner not party to this Agreement and extend to that partner the provisions concerning publications and intellectual property laid down in the present Agreement. Before it is signed, such research agreement shall be forwarded to the other Party, who shall have a period of one (1) month to submit its opinion. After such a period has lapsed, the consent shall be deemed to have been given.

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