

## **FRAMEWORK AGREEMENT OF COOPERATION BETWEEN**

CHELONIA SA, the competence center and translational science institute registered in Lugano, Switzerland,

and

CRS4 SURL (CENTRO DI RICERCA, SVILUPPO E STUDI SUPERIORI IN SARDEGNA) located in Pula (CA), Italy,

(hereinafter referred to as “the Parties”);

**Considering** that the mandate of CHELONIA is to promote and translate the findings of applied science and fundamental research into real-life applications;

**Considering** that the mandate of CRS4 is to promote the study, development and application of innovative solutions to problems stemming from natural, social and industrial environments.

**Aware** of the fundamental importance of scientific research, innovation and an effective system of intellectual property protection and technology transfer;

**Aware** of the benefits that may derive from closer cooperation between the Parties in promoting applied science, fundamental research, intellectual property protection and commercialization; and

**Desirous** of promoting cooperation between CHELONIA and CRS4 in the furtherance of their common goals in the fields of scientific research, innovation, intellectual property and technology transfer;

Have agreed as follows:

### **Article 1**

The Parties will cooperate in the furtherance of fundamental and applied research, identification of projects of common interest, preparation of project proposal and participation to tenders and calls for proposals in Europe and abroad, identification of possible partners in forming consortia, promotion of innovation. Potential future projects or specific activities will be defined by parties and more fully described in further written agreements or by exchange of letters. It is expressly agreed that this agreement creates a non-binding framework of cooperation under which the Parties can explore potential collaborative opportunities for achieving their respective objectives.

The present Agreement does not create any financial obligation on either CHELONIA or CRS4.

It is expressly understood that the activities will be carried out in compliance with the Communication of European Commission 2014/C 198/01 "Framework for State aid for research and development and innovation".

### **Article 2**

The Parties will cooperate in activities related to helping academia, scientists and organizations in solving business and scientific problems with regards to IP commercialization and realization of their products and services in general.

### **Article 3**

The Parties will cooperate in carrying out research projects on the subjects of fundamental and applied research, promotion of innovation, intellectual property protection and technology transfer.

### **Article 4**

The Parties will cooperate in the exchange of training materials, academic information, research papers, books and periodicals, and other information that might be of interest and benefit to either one of them.

#### **Article 5**

The Parties will jointly consider the organization of lectures, joint symposia, seminars, workshops, round tables and other events on the subjects of fundamental and applied sciences, intellectual property, technology transfer and business development of research results.

#### **Article 6**

The Parties will cooperate in dissemination of intellectual property and technology transfer knowledge.

#### **Article 7**

The Parties will inform each other of events organized by either one of them that might be of interest to the other and participate, where possible.

#### **Article 8**

CRS4 and CHELONIA agree on the following main common fields of interest:

1. high performance computing
2. life sciences
3. energy
4. Artificial Intelligence

And any other industrial and social applications of HPC.

#### **Article 9**

The parties will define work programmes in written form, intended as planning and information exchange programmes on different opportunities, and each assuming the related costs on their own.

### **Article 10**

This Agreement will become effective upon signature by the Parties and will continue for two years. This Agreement may be modified through the mutual consent of the Parties. Either party may terminate the Agreement by giving six months written notice.

### **Article 11**

Each Party acknowledges and agrees that any and all information relating to the other Party's business, including, without limitation, the contents of this Agreement, technical processes and formulas, source codes, names, addresses and and marketing data is confidential and proprietary information of the Party providing it. Each Party agrees that it shall take reasonable steps, at least substantially equivalent to the steps that it takes to protect its own proprietary information, for a period of three (3) years from the date the confidential information was disclosed by the other Party, to prevent disclosure of any such confidential or proprietary information, other than to its employees or agents who must have access to such information to perform such Party's activities hereunder.

This article does not apply to following types of information:

1. that are publicly known, already known by, or already in the possession of the non-disclosing Party without breach of this Agreement;
2. that are independently developed by the non-disclosing Party without use of the confidential information and such independent development can be shown by documentary evidence;
3. that are thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party;

4. that are required to be disclosed by law, regulation, or court order and then only after prompt prior notification to the other Party of such required disclosure.

These confidentiality terms shall apply to any disclosure by or to an affiliate of a Party.

In the event of termination, for whatever reason, of this Agreement the Parties agree to promptly return to the other all proprietary and confidential information of the other Party. The Receiving Party will promptly upon the reasonable request of the Disclosing Party deliver to the Disclosing Party all documents furnished by the Disclosing Party or any of its Affiliates or their respective Representatives to the Receiving Party or its Affiliates or their respective Representatives constituting Confidential Information, without retaining any copies, extracts or other reproductions of all or part thereof. In the event of such request, to the extent permitted by the law applicable to the Receiving Party, all documents, memoranda, notes, and other materials prepared by the Receiving Party or its Affiliates or their respective Representatives based on the Confidential Information will be promptly destroyed or returned to the Disclosing Party. Notwithstanding the return or destruction of any Confidential Information and materials based on the Confidential Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder, in accordance with this article.

## **Article 12**

All data, of any form and nature, which are the property of one of the Parties prior to the collaboration relationship governed by this Agreement, or which will be acquired later, independently of this Agreement, are and will remain in the exclusive property of that Party.

All intellectual property rights, including know-how, which are owned by, or have been licensed to, one of the Parties, prior to the collaboration relationship governed by this Convention or which will be acquired later,

independently of this Agreement, are and will remain in the exclusive property of the Party that developed them and / or obtained a license for use.

The results of the activities that each of the parties will carry out in execution of this Agreement will remain in the exclusive property of the Party that carried them out and, therefore, may be freely used, publicized and economically exploited by the same.

Any industrial and intellectual property rights, as well as the access and exploitation rights related to the results, also patentable, developed jointly by the Parties, will be jointly owned, according to shares established on the basis of the respective contribution, to be quantified with a specific agreement containing the distribution shares and the conditions of exercise of such co-ownership. In the event that it is not possible to quantify the intellectual contributions, or in the case of no agreement between the concerned parties, the shares are presumed to be equal.

Each party will have the right to publish the results to the extent that they derive from researches carried out by it, it being understood that any publications will be subject to the completion of all procedures aimed at the patent protection of the results, where patentable.

It is expressly understood that the results of the collaboration that do not generate intellectual property rights can be freely disseminated.

### **Article 13**

The processing of any personal and sensitive data included in the confidential agreement must be in compliance with the regulations in force on the subject, in particular the European Regulation GDPR 2016/679 ("General Data Protection Regulation").

It is expressly agreed that all personal data held by the parties will be processed exclusively for the purposes of this agreement and that, exclusively for the same purposes, the same may be communicated to third parties.

### **Article 14**

CRS4 declares that in managing its business activities and its relationships, it adheres to the principles contained in its Code of Ethics, Corruption Plan and the Organisation & Management Model adopted pursuant to Italian Legislative Decree 231/2001 (the "Compliance Program") (available at <https://www.crs4.it/it/modello-organizzativo-231/>).

CHELONIA, declaring to be aware and accept the Code of Ethics, Corruption Plan and the Organisation & Management Model of CRS4, is obliged to respect the contents and the prescriptions provided in these documents. The infringement of even one of the provisions contained in the Code of Ethics, Corruption Plan and the Organisation & Management Model will give CRS4 the right to terminate this agreement in accordance with Article 1456 of the Italian Civil Code, without prejudice to any request for compensation for damages resulting from the termination of the contract.

### **Article 15**

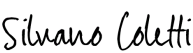
The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the Agreement.

Signed electronically in English.

**CHELONIA**

**Ing. Silvano Coletti**

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**CRS4**

**Prof. Ing. Giacomo Cao**

Firmato digitalmente da: CAO GIACOMO  
Ruolo: Amministratore Unico  
Descrizione: 09/07/2020  
Organizzazione: CRS4 srl Uninomiale  
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