



ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

LEGNARO (PD)

DELIBERAZIONE

DELLA DIRETTRICE GENERALE

N. 32 del 31/01/2025

OGGETTO: Approvazione dello schema di ``Cooperation Agreement`` tra HUN-REN Veterinary Medical Research Institute e l'Istituto Zooprofilattico Sperimentale delle Venezie, per lo svolgimento del progetto ``Mycoplasma culture media development``.

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Si sottopone alla Direttrice generale la seguente relazione del Responsabile della S.S. Affari Generali, Anticorruzione e Trasparenza.

Si premette che:

- l'IZSve, nel quadro dei propri compiti istituzionali – di cui all'art. 3 dell'Accordo sulla gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie, approvato dalla Regione del Veneto, dalla Regione Autonoma Friuli Venezia Giulia e dalle Province Autonome di Trento e Bolzano, rispettivamente, con Leggi n. 5/2015, n. 9/2015, n. 5/2015 e n. 5/2015 – diretti alla tutela della salute ed alla promozione del benessere animale, provvede, tra l'altro, all'effettuazione di ricerche di base e finalizzate per lo sviluppo delle conoscenze nell'igiene e sanità veterinaria, nella sicurezza alimentare e nutrizione, secondo programmi e anche mediante convenzioni con università e istituti di ricerca italiani e stranieri, nonché su richiesta dello Stato, delle Regioni, delle Province autonome e di enti pubblici e privati;
- presso la “SCTI – Verona” dell'IZSve è attivo il Laboratorio “U.O. Micoplasmii” che svolge attività diagnostica e di ricerca su tali microrganismi, applicando metodologie classiche e innovative nel campo dei micoplasmii di interesse veterinario;
- HUN-REN *Veterinary Medical Research Institute* è un istituto di ricerca, con sede in Ungheria, che si occupa della ricerca di base nell'ambito della medicina veterinaria, con particolare riferimento allo studio dei micoplasmii e al loro potenziale uso nella prevenzione e nella diagnostica delle malattie, condividendo, pertanto, ambiti di interesse con l'attività di ricerca dell'IZSve;

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- HUN-REN *Veterinary Research Institute*, nell'ambito delle proprie attività di ricerca relative allo studio dei micoplasmi, con *e-mail* del 26.08.2024, ha richiesto la collaborazione dell'Istituto, per la realizzazione del progetto dal titolo "*Mycoplasma culture media development*" avente ad oggetto attività di ricerca e sviluppo, trasmettendo lo schema di "*Cooperation Agreement*";
- considerato che una ricerca in collaborazione tra IZSVe e HUN-REN è suscettibile di migliorare le conoscenze impiegate nelle rispettive attività, oltre a consentire lo sviluppo di progetti sinergici attraverso la complementarietà delle rispettive competenze, favorendo nel contempo gli obiettivi scientifici dell'IZSVe in modo coerente con il suo stato di ente pubblico sanitario, questo Istituto ha valutato favorevolmente la sopra-citata proposta;
- con *e-mail* dell'11.10.2024 e successivo *ticket* intranet n. 231826/2025, il dott. Salvatore Catania, Direttore della "*SCTI – Verona*", in qualità di responsabile scientifico delle attività di competenza dell'Istituto, ha richiesto alla scrivente Struttura di esaminare lo schema di Accordo sopracitato e di procedere con gli adempimenti necessari alla sua stipula.

Pertanto, al fine di disciplinare le attività di comune interesse e regolamentare la reciproca collaborazione, HUN REN *Veterinary Research Institute* e l'IZSVe hanno provveduto a concordare, per le vie brevi, lo schema di "*Cooperation Agreement*", documento che, senza i relativi allegati "*Annex A – List of Background*" e "*Annex B – Technical Annex*" agli atti della scrivente Struttura, si allega al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*).

L'Accordo in parola – efficace dalla data di ultima sottoscrizione per un periodo di tre anni, eventualmente prorogabile tramite accordo scritto – regola i diritti e gli obblighi in capo alle Parti, con particolare riferimento alla disciplina della proprietà intellettuale, della pubblicazione e dello sfruttamento dei risultati, nonché delle conoscenze sviluppate o comunque conseguite, in attuazione del progetto sopracitato.

L'Accordo citato non comporta flussi finanziari tra le Parti e, pertanto, il costo per la realizzazione delle attività oggetto della collaborazione rimane a carico di ciascuna di esse, per la rispettiva competenza, in quanto comprese nell'ambito delle attività facenti parte del mandato istituzionale.

Tutto ciò premesso, sulla base degli elementi riportati dal referente dell'istruttoria, si propone alla Direttrice generale quanto segue:

1. di approvare lo schema di "*Cooperation Agreement*" tra HUN-REN *Veterinary Research Institute*, rappresentato dal Direttore, dott. Tibor Magyar, e l'Istituto Zooprofilattico Sperimentale delle Venezie, rappresentato dalla Direttrice Generale e legale rappresentante *pro tempore*, dott.ssa Antonia Ricci, per lo svolgimento del progetto dal titolo "*Mycoplasma culture media development*", documento che, senza i relativi allegati "*Annex A – List of Background*" e "*Annex B – Technical Annex*" agli atti della scrivente Struttura, si allega al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*);

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2. di procedere, per l'effetto, alla sottoscrizione dell'Accordo in parola ai sensi degli artt. 15 e 16 dell'Accordo interregionale sulla gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie; sottoscrizione che avverrà con firma digitale, ai sensi dell'art. 15, comma 2-*bis* della L. n. 241/1990, come modificato dall'art. 6, comma 5 del D.L. n. 145/2013, convertito, con modificazioni, dalla Legge n. 9/2014;
3. di prendere atto che l'Accordo di cui al punto 1 – efficace dalla data di ultima sottoscrizione per un periodo di tre anni – potrà essere prorogato tramite accordo scritto tra le Parti;
4. di assegnare la responsabilità scientifica delle attività di competenza dell'IZS.Ve al dott. Salvatore Catania, Direttore della "SCTI – Verona";
5. di prendere atto che l'Accordo in parola – che regola i diritti e gli obblighi in capo alle Parti, con particolare riferimento alla disciplina della proprietà intellettuale, della pubblicazione e dello sfruttamento dei risultati, nonché delle conoscenze sviluppate o comunque conseguite, in attuazione del progetto di cui al punto 1 – non comporta flussi finanziari tra le Parti e, pertanto, il costo per la realizzazione delle attività oggetto della collaborazione rimane a carico di ciascuna di esse, per la rispettiva competenza, in quanto comprese nell'ambito delle attività facenti parte del mandato istituzionale.

LA DIRETTRICE GENERALE

ESAMINATA la proposta di deliberazione del Responsabile della S.S. Affari Generali, Anticorruzione e Trasparenza.

PRESO ATTO che il Responsabile della S.S. Affari Generali, Anticorruzione e Trasparenza nel proporre il presente atto attesta la regolarità tecnica ed amministrativa, la legittimità e congruenza dell'atto con le finalità istituzionali dell'Istituto, l'assenza di conflitto di interessi, stante anche l'istruttoria effettuata a cura del suddetto Dirigente.

VISTO il decreto del Presidente della Giunta regionale del Veneto n. 102 del 22 settembre 2020 con il quale è stata nominata la dott.ssa Antonia Ricci quale Direttore generale dell'Istituto Zooprofilattico Sperimentale delle Venezie.

VISTA la DDG n. 141 del 19 aprile 2023 con la quale il dott. Giovanni Cattoli è stato nominato Direttore sanitario dell'Istituto.

VISTA la DDG n. 101 del 10 marzo 2021 con la quale il dott. Massimo Romano è stato nominato Direttore amministrativo dell'Istituto.

ACQUISITO il parere favorevole del Direttore amministrativo e del Direttore sanitario per quanto di competenza, espresso ai sensi dell'art. 15 dello Statuto dell'Istituto, adottato con delibera del CdA n. 12 del 24 maggio 2021 e approvato con delibera della Giunta regionale del Veneto n. 1308 del 28 settembre 2021.

VISTO l'Accordo per la gestione dell'Istituto Zooprofilattico Sperimentale delle Venezie tra la Regione del Veneto, la Regione Autonoma Friuli Venezia Giulia e le Province Autonome di Trento e Bolzano, approvato dai suddetti Enti, rispettivamente, con leggi n. 5/2015, n. 9/2015, n. 5/2015 e n. 5/2015.

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DELIBERA

1. di approvare lo schema di “*Cooperation Agreement*” tra HUN-REN *Veterinary Research Institute*, rappresentato dal Direttore, dott. Tibor Magyar, e l’Istituto Zooprofilattico Sperimentale delle Venezie, rappresentato dalla Direttrice Generale e legale rappresentante *pro tempore*, dott.ssa Antonia Ricci, per lo svolgimento del progetto dal titolo “*Mycoplasma culture media development*”, documento che, senza i relativi allegati “*Annex A – List of Background*” e “*Annex B – Technical Annex*” agli atti della scrivente Struttura, si allega al presente provvedimento quale parte integrante e sostanziale (*allegato n. 1*);
2. di procedere, per l’effetto, alla sottoscrizione dell’Accordo in parola ai sensi degli artt. 15 e 16 dell’Accordo interregionale sulla gestione dell’Istituto Zooprofilattico Sperimentale delle Venezie; sottoscrizione che avverrà con firma digitale, ai sensi dell’art. 15, comma 2-*bis* della L. n. 241/1990, come modificato dall’art. 6, comma 5 del D.L. n. 145/2013, convertito, con modificazioni, dalla Legge n. 9/2014;
3. di prendere atto che l’Accordo di cui al punto 1 – efficace dalla data di ultima sottoscrizione per un periodo di tre anni – potrà essere prorogato tramite accordo scritto tra le Parti;
4. di assegnare la responsabilità scientifica delle attività di competenza dell’IZS.Ve al dott. Salvatore Catania, Direttore della “*SCTI – Verona*”;
5. di prendere atto che l’Accordo in parola – che regola i diritti e gli obblighi in capo alle Parti, con particolare riferimento alla disciplina della proprietà intellettuale, della pubblicazione e dello sfruttamento dei risultati, nonché delle conoscenze sviluppate o comunque conseguite, in attuazione del progetto di cui al punto 1 – non comporta flussi finanziari tra le Parti e, pertanto, il costo per la realizzazione delle attività oggetto della collaborazione rimane a carico di ciascuna di esse, per la rispettiva competenza, in quanto comprese nell’ambito delle attività facenti parte del mandato istituzionale.

Il presente provvedimento non è soggetto al controllo previsto dall’Accordo per la gestione dell’Istituto Zooprofilattico Sperimentale delle Venezie approvato dagli Enti cogenerenti con le leggi regionali e provinciali citate nelle premesse.

LA DIRETTRICE GENERALE

Antonia Ricci

Sul presente atto deliberativo ha espresso parere favorevole

Il Direttore amministrativo
Massimo Romano

Il Direttore sanitario
Giovanni Cattoli

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ATTESTAZIONI ALLEGATE ALLA DELIBERAZIONE DELLA DIRETTRICE GENERALE

Il Responsabile della Struttura proponente attesta la regolarità della proposta di deliberazione, presentata per l'adozione, in ordine ai contenuti sostanziali, formali e di legittimità dell'atto e che la stessa:

Comporta spesa	<input type="checkbox"/>	su	Finanziamento istituzionale	<input type="checkbox"/>
			Finanziamento vincolato	<input type="checkbox"/>
			Altri finanziamenti	<input type="checkbox"/>
Non comporta spesa	<input checked="" type="checkbox"/>			

ATTESTAZIONE DI COPERTURA ECONOMICA DELLA SPESA

Il Responsabile del Budget attesta l'avvenuto controllo sulla disponibilità di budget

Evidenziato infine che il responsabile della Struttura proponente, con la sottoscrizione della proposta di cui al presente atto, dichiara, sotto la propria responsabilità ed ai sensi e agli effetti degli artt. 47 e 76 del DPR 28 dicembre 2000, n. 445, che, in relazione alla presente procedura, non si trova in condizioni di incompatibilità di cui all'art. 35 bis del d.lgs. n. 165/2001, né sussistono conflitti di interesse di cui all'art. 6 bis della legge n. 241/1990 e agli artt. 6, 7 e 14 del DPR n. 62/2013.

La Dirigente della S.S. Affari Generali,
Anticorruzione e Trasparenza
Giulia Ferriani

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ISTITUTO ZOOPROFILATTICO SPERIMENTALE DELLE VENEZIE

Viale dell'Università 10 – 35020 LEGNARO (PD)

DELIBERAZIONE DELLA DIRETTRICE GENERALE

N. 32 del 31/01/2025

OGGETTO: Approvazione dello schema di ``Cooperation Agreement`` tra HUN-REN Veterinary Medical Research Institute e l'Istituto Zooprofilattico Sperimentale delle Venezie, per lo svolgimento del progetto ``Mycoplasma culture media development``.

Publicata dal 31/01/2025 al 15/02/2025

Atto immediatamente esecutivo

Il Responsabile della Pubblicazione
Benedetta Mazzucato

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Elenco firmatari

Questo documento è stato firmato da:

Dott.ssa Giulia Ferriani - Servizio Affari generali, anticorruzione e trasparenza

Massimo Romano - Direzione Amministrativa

Giovanni Cattoli - Direzione Sanitaria

Antonia Ricci - Direzione Generale

Benedetta Mazzucato - Gestione Atti

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COOPERATION AGREEMENT

This Cooperation Agreement ("Agreement") is entered into on this [___] day of [Month], [Year] ("Effective Date"), by and between

HUN-REN Veterinary Medical Research Institute (seat: Hungária körút 21., Budapest, 1143 Hungary; registration number: 846057; tax number: HU15846059; represented by: Tibor Magyar, director (hereinafter referred to as "**HUN-REN VMRI**"), and

Istituto Zooprofilattico Sperimentale delle Venezie (seat: Viale dell'Università 10, Legnaro (PD), 35020 Italy, fiscal code and VAT n. 00206200289; represented by: dr. Antonia Ricci, Director General and legal representative) (hereinafter referred to as "**IZSVe**")

(individually referred to as "Party" and collectively as "Parties").

RECITALS

- ❖ **WHEREAS**, the Parties possess unique expertise and resources in the field of mycoplasmaology
- ❖ **WHEREAS** the Mycoplasma Unit at the "SCT1 – Verona" of the IZSVe, as part of its institutional activity, currently conduct studies and research related to HUN-REN VMRI's scope of operations and in particular mycoplasma culturing, isolation and identification.
- ❖ **WHEREAS** the laboratory of experimental chemistry at the "SCS8" of the IZSVe, as part of its institutional activity, currently conduct studies and research in the field of untargeted metabolomics;
- ❖ **WHEREAS** article 3 letter n) of the Agreement for the Management of the IZSVe between the Veneto Region, the Autonomous Region of Friuli Venezia Giulia, the Autonomous Province of Trento and the Autonomous Province of Bolzano (approved by laws of the Veneto Region no. 5 of 18/03/2015, the Autonomous Region of Friuli Venezia Giulia no. 9 of 24/04/2015, the Province of Trento no. 5 of 10/03/2015 and the Province of Bolzano no. 5 of 19/05/2015) provides that IZSVe carries out basic and targeted research to develop knowledge in the fields of animal health and hygiene, food safety and nutrition, in accordance with programmes and agreements with Italian and foreign universities and research institutes, as well as at the request of the State, the Regions and Autonomous Provinces, and public and private bodies;
- ❖ **WHEREAS**, HUN-REN VMRI has developed a specific recipe related to Mycoplasma culture media (hereinafter referred to as "Recipe");
- ❖ **WHEREAS**, HUN-REN VMRI and the IZSVe desire to collaborate on the further development of a Recipe which was primarily developed by HUN-REN VMRI;
- ❖ **WHEREAS**, the Recipe constitutes a business secret and proprietary information of HUN-REN VMRI;
- ❖ **WHEREAS**, the Parties wish to define their rights and obligations with respect to the protection, use, and further development of the Recipe and any resulting Intellectual Property ("IP") from the collaboration;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

The recitals, Annexes of the Agreement and any documents referred to by relation are an integral and substantial part of it and bind its interpretation and execution.

Definitions:

“*Agreement*” means this Agreement and the Annexes attached thereto.

“*Effective Date*” means the date of the last signature of this Agreement.

“*Results*” means data and information realized or otherwise achieved during and because of the implementation of the Project, but which are not protected under national, EU and international intellectual and industrial property laws (e.g.: final report).

“*Background*” means all knowledge and information and all intangible assets, whether or not protected under national, EU and international intellectual and industrial property laws, developed and/or held in any capacity, whether or not owned or co-owned by either Party prior to the commencement of this Agreement.

“*Sideground*” means all knowledge, information and all protectable and non-protectable intangible assets, under national, EU and international intellectual and industrial property laws, created or in any way obtained by either Party during the term of this Agreement, but not in the execution of this Agreement and not related to the objective of the Project, even if they fall within the same technical or scientific field covered by the Agreement.

“*Foreground*” means all knowledge and information and all intangible assets, whether or not protected under national, EU and international intellectual and industrial property laws, developed or otherwise achieved in performance of and by reason of this Agreement.

“*Confidential Information*” means all information, even if it contains general elements which are in the public domain and are classified as confidential in accordance with the following art. II, provided by one Party to the other Party under the Project, in tangible or intangible form, including but not limited to acts, documents, materials, tools, knowledge, data, findings, patented or patentable know-how, analyses, reports, studies, graphic representations, elaborations, evaluations, reports on technology or production processes, models, tables and, in general, any information of a technical, economic, commercial or administrative nature, as well as any drawings, documents, magnetic media or samples and materials or products, including the Results of the Project covered by the Agreement.

I. Development and Collaboration

- 1.1. *Joint Development*: The Parties agree to cooperate and collaborate in the further development of the Recipe. This Agreement concerns the performance of a collaborative research project entitled “Mycoplasma culture media development” (hereinafter the “Project”), whose technical details, modalities, deliverables and deadlines are described in the Annex hereto (hereinafter the “Annex B – Technical Annex”). This collaboration may include, but is not limited to, sharing technical expertise, conducting research, developing prototypes, testing, and refining the Recipe.
- 1.2. *Responsibilities*: The Parties undertake to carry out the activities for which they are responsible within the framework of the Project, each on its own premises, and mutually recognize that, in order to facilitate the carrying out of the activities and the achievement of the objectives,

they will grant the scientific Referees and the personnel involved in the activities reciprocal access to the laboratories and facilities, as listed in the “Annex B – Technical Annex”.

The Parties further undertake:

- a) to carry out the Project with the utmost diligence and effort, in accordance with the highest relevant quality standards and in full compliance with the terms of this Agreement, its Annexes and applicable regulations;
- b) to work together in a spirit of utmost cooperation and coordination and to exchange all technical and scientific information necessary for the proper performance of the obligations under this Agreement, subject to confidentiality as defined above, and to carry out their activities on the basis of joint instructions and guidelines;
- c) to make available, each on its own responsibility, personnel suitable in terms of both number and skills for the implementation of the collaboration referred to in this Agreement, in compliance with the laws in force and the internal regulations of its Administration.

1.3. *Contributions*: Each Party shall bear its own costs and expenses related to the development activities unless otherwise agreed in writing.

1.4. *Regular Meetings*: The Parties agree to hold regular meetings (which can be either personal or online), at least every two months, to discuss progress, address any issues, and coordinate further activities under this Agreement. Other than that whenever a Party requests a meeting the other Party shall be available within at least 10 working days in a mutually agreed time to hold the meeting considered necessary by the initiating Party. Parties agree that following the meeting they sum up the most essential parts of the meetings in writing and they send it to one another. If any of the Parties so requests the Parties shall keep real time minutes of the meeting.

1.5. *Scientific Referees*: IZSVE hereby appoints Dr. Salvatore Catania as its scientific Referee; the HUN-REN VMRI hereby appoints Dr. [Miklós Gyuranecz] as its scientific Referee. Each Party is entitled to replace its own scientific Referee by giving written notice the other Party, indicating the name of the new Referee and the date from which the appointment takes effect. The scientific Referees shall be responsible, within their respective entities, for carrying out the coordination of the activities.

In particular, the scientific Referees will be responsible, among other things, for checking the activity in progress and its advancement stages, solving any operational problems that may arise, preparing periodic reports (if any) and the final report on the activities carried out and the results obtained, in accordance with the Annex B.

1.6. The personnel of both Parties shall comply with the safety regulations in force at the premises of the hosting Party, in accordance with the legislation in force on Occupational Health and Safety, as well as with the Facility Manager's rules for safety purposes.

Training and information, as well as health surveillance on the general risks of the activity, shall be the responsibility of each Party as employer of its own personnel.

The host Party shall be responsible for informing the host Party's personnel of the risks and the safety measures and rules applicable to them.

Except in cases of wilful misconduct or gross negligence, the Parties shall indemnify each other from any liability for any harmful event that may occur to the personnel of one Party while on the premises of the other Party.

II. Confidentiality and Non-Disclosure

2.1. *Confidential Information:* For the purposes of this Agreement, "Confidential Information" shall include, but not be limited to, the Recipe itself and any technical and business information or plans, data, know-how, trade secrets, and any other information related to the Recipe, disclosed by either Party to the other, regardless of its form in which it was conveyed.

All information exchanged between the Parties during the performance of this Agreement, whether in writing, orally or in any other form, shall be deemed to be confidential. The Parties undertake to use such Confidential Information solely for the purposes of the Agreement, not to disclose its contents to third parties without the prior written consent of the Disclosing Party and to take all appropriate measures to prevent unauthorized disclosure of the confidential information.

However, Confidential Information shall not be considered as such in case:

- a) it is in the public domain prior to the disclosure by the Disclosing Party, or becomes public subsequently, without breach of this Agreement;
- b) it was known or used by the Receiving Party at the time or prior to its disclosure by the Disclosing Party to the Receiving Party, as evidenced by the Receiving Party's written records;
- c) it is rightfully acquired by the Receiving Party from a Third Party not subject to confidential obligations towards the Disclosing Party and without restriction or violation of the Agreement;
- d) is developed independently of the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the documents or other evidence in the Receiving Party's possession.
- e) a Party is required to disclose the Confidential Information to the Judicial or Administrative Authorities by reason of an obligation under the law or regulations, or by the Judicial or Administrative Authorities themselves. In such case, the Party receiving the obligation shall promptly inform the other Party in writing prior to disclosure as to the timing and manner of such disclosure; if such prior notice is objectively impossible, notice shall be given immediately thereafter in order to limit disclosure as much as possible.

2.2. *Non-Disclosure:* Each Party agrees not to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party. The Parties shall use the same degree of care, but no less than a reasonable degree of care, to protect the confidentiality of the Confidential Information as they use to protect their own confidential information.

The Receiving Party undertakes to limit the dissemination of Confidential Information within its own organization to only those person (employees, managers and/or collaborators and/or grantees) who have an actual need to know it and to the extent strictly necessary for the execution of the Agreement, and to ensure that each such person is subject to and bound by the confidentiality of the Confidential Information received.

2.3. *Use of Confidential Information:* The receiving Party shall use the Confidential Information solely for the purpose of the cooperation under this Agreement and not for any other purpose without the prior written consent of the Disclosing Party and exclusively to the extent specified in the prior written consent. In the event of doubt regarding the extent of the prior written

consent the consent shall be construed restrictively and the Party that disclosed the Confidential Information beyond that shall be responsible thereof.

- 2.4. *Return of Confidential Information:* Upon termination of this Agreement, or at the request of the disclosing Party, the receiving Party shall return or destroy all Confidential Information in its possession and certify in writing that it has done so.

This confidentiality obligation shall continue to apply for a period of five years after the end of the Agreement, provided that the information does not become part of the public domain through no fault of the Parties.

III. Access rights to knowledge

- 3.1. Each Party is the owner of the intellectual and industrial property rights pertaining to its own Background and Sideground. The Parties mutually acknowledge that nothing in this Agreement shall be construed to directly or indirectly imply the transfer of any right on the Parties' Background and/or Sideground. The list of the respective backgrounds will be detailed in "Annex A – List of Background".
- 3.2. Without prejudice to the provisions set forth in the preceding paragraph, each Party hereby grants to the other Party for the duration of this Agreement a free, non-exclusive, revocable, non-transferable license to use the Background insofar, as such use is necessary for the execution of the activities foreseen by this Agreement, expressly forbidding any sublicense or transfer of any right whatsoever to third parties.

On the other hand, the Sideground pertaining each Party may not be used by the other Party without the express authorization, in writing, of the other Party.

- 3.3. Each Party also undertakes to inform the other, highlighting this in "Annex A":
 - a) if the Background provided for the execution of the Project is subject to legal restrictions or other limitations, including third party rights, or if, as an exception to the general rule, access rights are not granted free of charge;
 - b) whether access to the Background is restricted for the use of the Results in order to allow for appropriate protection or for other reasons.
- 3.4. The Parties mutually acknowledge that the right to access the Background for reasons other than those specified above and/or the right to use the respective Background for the purpose of exploiting the Results shall be negotiated and regulated by a subsequent separate written agreement (licence).

IV. Intellectual Property Rights

- 4.1. *Ownership of Results:* Without prejudice to the exclusive ownership of the Results independently achieved under this Agreement by the Party that has achieved them, the Parties agree that the Results (final report) achieved through full and effective cooperation, shall be jointly owned in equal shares by the Parties, unless a different division of ownership can be established on the basis of an established difference in the importance of the contribution made by each Party to the achievement of the result.

During the course of the Activities, the Parties undertake to keep each other informed of any (partial or final) joint Results achieved.

The moral right of the personnel of each Party, both structured and unstructured, who have made the invention, to be acknowledged as its author in the relevant patent application or other industrial patent application shall remain unaffected.

In the case of jointly achieved Results, each Party may not publish or present the Results or information arising from the Project, which have been jointly obtained and are jointly owned by the Parties, without the prior written consent of the other co-owner, which shall not be unreasonably withheld. In this case, the Party interested in the publication shall send the draft of the publication and/or presentation to the other Party in confidence at least 30 (thirty) days before sending it to third parties (journal or event organizing committee).

The receiving Party shall reply in writing, within 20 (twenty) days of the receipt of the draft of the document to be published/disseminated, confirming that the relevant documents comply with applicable data protection legislation, do not contain confidential information belonging to it or otherwise prejudice the legal protection of its Background, Sideground and Foreground. If no reply is received within the mandatory period of 20 (twenty) days, authorization shall be deemed to have been granted (silence assent). If the document contains confidential information, the authorization may require that it be omitted and replaced by the word "*omissis*".

If the requested publication by one Party affects the filing of patent applications or the registration of other industrial property rights on the Background, Sideground or Foreground of the other Party, the Parties hereby agree in advance to postpone the publication until a maximum of 90 (ninety) days after the receipt of the Results of the verification of the substantive requirements for obtaining any titled industrial property rights.

In the publication or disclosure, the Parties shall mention that the scientific information originated from collaboration between them.

In the case of Results achieved and consisting of autonomous and separable contributions of the Parties, even if they can be organized in a unitary form, each Party may autonomously publish and/or make known the results of its own studies, research and experimental tests, expressly acknowledging the contribution of the other Party and giving appropriate notice. If such publications contain data and information provided in confidence by one Party to the other, the Parties shall seek prior authorization.

4.2. *Future agreement on the Joint IP (Foreground)*: The Parties agree that if any intellectual property is developed, or is reasonably expected to be developed jointly by the Parties during the term of this Agreement and as a result of their collaboration, they shall enter into a separate agreement, based on mutual cooperation and good faith, to determine the terms and conditions of their respective rights and obligations regarding the jointly developed IP. Such agreement shall address, especially but not limited to, the following matters, unless the Parties mutually decide to disregard one or more of them:

- a) *Contribution, inventorship, and allocation of ownership*: Parties shall agree on the contributions of each Party to the development of the Joint IP and will determine the inventorship for patent-related matters. Based on that the Parties will agree how the ownership of the Joint IP will be divided, including any proportional interests or shared ownership percentages.

- b) *Protection of joint IP*: Parties shall endeavour to agree to cooperate in securing and maintaining appropriate intellectual property protections for the Joint IP, including but not limited to filing patent applications, registering copyrights, and enforcing IP rights against third parties. Parties will agree how the costs associated with these activities will be shared between the Parties.
 - c) *Management of IP Rights*: Parties shall endeavour to agree on how the joint IP will be managed, including decisions related to patent filings and the maintenance of other IP protections.
 - d) *Licensing and Commercialization*: Parties shall endeavour to agree in outlining the terms for licensing the joint IP to third parties, including any exclusive or non-exclusive rights, as well as on any possible strategies for commercialization.
 - e) *Termination and Post-Termination Rights*: Parties shall agree on what will happen to the joint IP if the cooperation is terminated, including the rights of each Party to continue using or exploiting the IP after the end of the collaboration.
 - f) *Other matters*: Parties may agree in any other matters they deem to be necessary for their future cooperation related to the joint IP.
- 4.3. *Access rights to Result for Project implementation*: Access by one Party to partial results independently obtained by the other Party, which are indispensable for carrying out/pursuing/completing the research and development work for which it is responsible under the Project shall be free of charge for the duration of the Project. Access shall be deemed indispensable if, without it, such activities would not otherwise be technically possible.
The Party owning the results may refuse access to the other Party if such access is not indispensable for carrying out the activities of the Project for which it is requested.

V. Term and Termination

- 5.1. *Term of the Agreement*: This Agreement shall commence on the Effective Date and shall remain in effect for a period of 3 years, unless terminated earlier in accordance with this chapter. After the definite period of time specified in this Section the Parties may extend it by mutual written agreement.
- 5.2. *Termination for Convenience*: Either Party may terminate this Agreement upon 30 days' prior written notice to the other Party.
- 5.3. *Termination for Cause*: Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within 5 days of receiving notice thereof from the other Party.
- 5.4. *Effect of Termination*: Upon termination, the Parties shall cease all development activities, and each Party shall return or destroy all Confidential Information of the other Party according to the instructions of the other Party thereon. The provisions related to Confidentiality, Intellectual Property Rights and any other provisions that by their nature are intended to survive termination, shall survive the termination of this Agreement.

VI. Contact Persons

- 6.1. Parties shall send their communications to each other under the Agreement to the following persons at the following contact details:

On behalf of the **HUN-REN VMRI**:

contact name: Miklós Gyuranecz

e-mail address: m.gyuranecz@gmail.com, gyuranecz.miklos@vmri.hun-ren.hu

phone number: 0036 30 2777305

On behalf of the **IZSVe**:

contact name: Salvatore Catania

e-mail address: scatania@izsvenezie.it

phone number: 0039 045 500 285

- 6.2. The Parties shall notify each other in writing without delay of any change in the identity or data of the contact persons specified in this chapter. The defaulting Party shall be liable for any adverse legal consequences arising from the failure of such notification.

VII. Dispute Resolution

- 7.1. *Negotiation*: In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations.
- 7.2. In case the Parties cannot agree on such dispute and a Party initiates proceedings (as such an “Initiating Party”) against the other Party (as such a “Defending Party”) it shall do so at a competent court in the country where the Defending Party has its registered offices.

VIII. Treatment of Personal Data

- 8.1. The Parties declare that they have mutually informed each other and expressly agree that the ‘personal data’ provided, even verbally, for the pre-contractual activity or in any case collected as a result of and during the execution of this Agreement shall be processed exclusively for the purposes of the same, in compliance with the applicable legislation (Regulation (EU) 2016/679), aware that the provision of such data between the Parties is mandatory in order to fulfil all the obligations of the Agreement in any case connected to the execution of the relationship established hereby.
- 8.2. The data provided by the Parties shall be collected and processed, by manual, paper and computerized means, through their inclusion in paper and/or computer files and may only be communicated within the structure of HUN-REN VMRI and IZSVe for the management of the relationship established by this deed.
- 8.3. The Parties also undertake to adopt all the precautions and security measures necessary to process and protect such data in accordance with the regulations in force on data protection, and to cooperate in the event of requests made to either Party by the Supervisory Authority or the Judicial Authority regarding the processing of the data covered by this Agreement.

- 8.4. Each Party may exercise its rights of access, rectification and cancellation, opposition and right to limitation of the processing of personal data collected by the other Party. IZSVe may exercise its rights by contacting titkarsag@vmri.hun-ren.hu . HUN-REN VMRI may exercise its rights by contacting: dpo@izsvenezie.it .

IX. Miscellaneous

- 9.1. *Entire Agreement*: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any kind.
- 9.2. *Use of Trademarks*: Neither Party shall use the name or the logo of the other Party, or its scientific referee or its employees in any publicity, new release, publication or advertising without the express prior written approval of the Party. The Parties acknowledge and agree that all intellectual property rights related to the logo will remain exclusive property of the owning Party; particularly, with no limitation, the usage of the logo of a Party by the other Party will not transfer to the using Party any rights or titles related to the logo.
- 9.3. *Amendments*: No modification or amendment of this Agreement shall be effective unless made in writing and signed by both Parties.
- 9.4. *Governing Law*: This Agreement shall be governed by and construed in accordance with the laws of Hungary.
- 9.5. *Severability*: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 9.6. *No Waiver*: No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 9.7. *Notices*: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand, certified mail, or electronic mail with confirmed receipt to the addresses set forth above.

IN WITNESS WHEREOF, the Parties have executed this Cooperation Agreement as of the Effective Date and in full accordance with their contractual intentions.

**HUN-REN Veterinary Medical Research
Institute**

Represented by: Tibor Magyar, director

**Istituto Zooprofilattico Sperimentale delle
Venezie**

Represented by: Antonia Ricci, Director General