



Delibera n. 159/2021

30 settembre 2021

Allegato A al Verbale n. 05/2021

Oggetto: Ratifica Framework Cooperation Agreement between Universidad Carlos III de Madrid and l'Istituto Nazionale di Geofisica e Vulcanologia (INGV), sottoscritto in data 23.07.2021.

IL CONSIGLIO DI AMMINISTRAZIONE

VISTO il Decreto legislativo 29 settembre 1999, n. 381, concernente la costituzione dell'Istituto Nazionale di Geofisica e Vulcanologia (INGV);

VISTO il Decreto legislativo 25/11/2016, n. 218, concernente "Semplificazione delle attività degli Enti Pubblici di Ricerca ai sensi dell'art. 13 della Legge 7/08/2015, n. 124";

VISTO lo Statuto dell'INGV, approvato con Delibera del Consiglio di Amministrazione n. 114/2020 del 19 giugno 2020, emanato con Decreto del Presidente n. 78/2020 del 27/10/2020, pubblicato sul Sito WEB istituzionale – Avviso di emanazione di cui al Comunicato su Gazzetta Ufficiale della Repubblica Italiana - Serie generale - n. 264 del 24 ottobre 2020 e, in particolare, l'art. 7, comma 6, lett. c), il quale prevede che il Presidente: *"adotta provvedimenti di competenza del Consiglio di amministrazione nei casi di necessità e urgenza da sottoporre a ratifica nella prima riunione successiva del Consiglio stesso"*;

VISTO il Decreto del Ministro dell'Università e Ricerca n. 229/2021 del 19/02/2021, con il quale il Prof. Carlo DOGLIONI è stato nominato Presidente dell'INGV;

RAVVISATA la necessità di procedere alla sottoscrizione del Framework Cooperation Agreement between Universidad Carlos III de Madrid and l'Istituto Nazionale di Geofisica e Vulcanologia (INGV);

TENUTO CONTO dell'urgenza a procedere;
su proposta del Presidente,

DELIBERA

Di ratificare il Framework Cooperation Agreement between Universidad Carlos III de Madrid and l'Istituto Nazionale di Geofisica e Vulcanologia (INGV), sottoscritto in data 23 luglio 2021.

Il predetto Agreement è allegato alla presente Delibera, della quale costituisce parte integrante e sostanziale.

Firmato il 06/10/2021

Depositato presso la Segreteria del Consiglio in data 06/10/2021

La segretaria verbalizzante

(Dott.ssa Maria Valeria INTINI)

IL PRESIDENTE

(Prof. Carlo DOGLIONI)

FRAMEWORK COOPERATION AGREEMENT
IN THE FIELD OF USING FIBER OPTICS TO MEASURE TEMPERATURE DURING ROCK
MECHANICS EXPERIMENTS

MADE BY AND BETWEEN:

Universidad Carlos III de Madrid, public establishment, whose registered office is at Calle Madrid, 126, 28903, Getafe, Madrid, Spain,

Represented by Prof. Juan ROMO URROZ, Rector of UC3M.

Hereunder referred to as "UC3M",

And

Istituto Nazionale di Geofisica e Vulcanologia, public establishment, whose registered office is at Via di Vigna Murata 605, 00143 Roma, Italy and identified with CF n. 06838821004,

Represented by Prof. Carlo DOGLIONI, President of INGV,

Hereunder referred to as "INGV",

Hereafter referred individually as "Party" or collectively as "Parties".

PREAMBLE

UC3M, through the Displays and Photonic Applications Group of the Electronics Technology Department (hereunder referred to as “GDAF”), has proven experience in the field of Photonics and Photonics Instrumentation. More specifically, GDAF has multiple publications and several patents with sensor technologies, including ownership of technology and know-how related to an optical fiber pyrometer for measuring temperature “*Two color fiber optic pyrometer*” with patent publication number ES2587435, and “*High spatial resolution pyrometer*” with patent application number P202130347.

INGV conducts theoretical and experimental studies as well as surveys investigations on earthquake mechanics, seismogenic processes and seismic hazard and on the structure and dynamics of the Earth’s interior. INGV is also involved in the development of monitoring systems for earthquakes, volcanoes and environmental phenomena.

A first informal cooperation between INGV and GDAF started in year 2018 with the visit of GDAF personnel in INGV laboratories.

During April 2019 the collaboration prosecuted with the performance of a series of experimental measurements that now are under review in Geophysical Research Letters, an ISI journal.

UC3M, through the GDAF, and INGV have expressed their mutual desire to formalize their cooperation.

The Parties have agreed as follows:

Table of Contents

PREAMBLE	2
Table of Contents.....	2
Article 1. OBJECTIVE AND IMPLEMENTATION	2
Article 2. FORMS OF COOPERATION.....	3
Article 3. COORDINATION	3
Article 4. FINANCIAL PROVISIONS.....	4
Article 5. CONFIDENTIALITY	4
Article 6. INTELLECTUAL PROPERTY AND ACCESS RIGHTS (USE).....	6
Article 7. DISSEMINATION ACTIVITIES	8
Article 8. STAFF	9
Article 9. LIABILITY	9
Article 10. FORCE MAJEURE	9
Article 11. DISPUTES RESOLUTION	10
Article 12. DURATION AND TERMINATION	10
Article 13. MISCELLANEOUS	10
Article 14. FINAL PROVISIONS.....	11
Appendix 1 – Technical Sheet.....	Error! Bookmark not defined.

Article 1. OBJECTIVE AND IMPLEMENTATION

The purpose of this agreement, which is hereafter referred to as “The Agreement”, is to define the terms and conditions whereby UC3M, through the GDAF, and INGV will cooperate in the field of using fiber optics to measure temperature during rock mechanics experiments (hereinafter referred to as the “Domain”).

The scientific and technical content of the cooperation in the Domain under this Agreement is set out in the appendix 1. This Agreement does not apply to non-balanced cooperation between the Parties, i.e. services.

Article 2. FORMS OF COOPERATION

2.1 Actions

Cooperation under this Frame Agreement may include but will not be limited to (hereafter “Actions”):

- a) Communication of general information in the Domain;
- b) Exchange of technical and scientific information covered by Appendix 1;
- c) Exchange or use of and access to materials, software, hardware or installations;
- d) Training through research activities in the Domain (excluding training services);
- e) Visit of Parties’ staff for the needs of this Frame Agreement;
- f) Participation of one Party to R&D programs performed by the other Party;
- g) Implementation of joint studies, or projects;
- h) Technology transfer between the Parties.

2.2 Implementing Agreements – Technical Sheets

2.2.1 Technical Sheets

Implementation of Actions mentioned in 2.1 a) and b) will be subjected to a Technical Sheet, written in English for which the mandatory format is given in Appendix 1. This Technical Sheet can only cover communication and exchange of information covered by articles 2.1 a) and 2.1 b) here above.

The Technical Sheet will be co-signed by the Coordinator and the Technical Correspondent defined in article 3.

A Technical Sheet cannot contain any provision contrary to this Agreement.

2.2.2 Implementing Agreements

Implementation of any other Action except those mentioned in article 2.2.1 here above shall be subject to a separate agreement, written in English, signed and agreed upon the Parties.

Each Implementing Agreement shall include:

- purpose and scope of the cooperation;
- specific conditions of the Action (including, if necessary, visit of staff, review meetings, specific confidentiality conditions if any, specific rights of use, expenses coverage, etc.);
- financial conditions if necessary
- organizational scheme of the Action (Technical Correspondents, etc.);
- duration/schedule of the Action;
- a Technical Appendix including a detailed description of the Action.

For the avoidance of doubt access to software, data base, hardware and premises of one Party to/by the other Party may be subjected to supplementary and specific Agreements or authorizations (i.e., license, authorization of access to premises, prevention plan, etc.).

Each specific cooperation will be prepared by the Coordinators in association with the related Technical Correspondents defined in Article 3 and agreed between the Parties.

Article 3. COORDINATION

3.1 Coordinator

Each Party will designate a coordinator in charge of leading and coordinating the activities performed in the frame of this Agreement (hereafter the “Coordinator”).

To ensure that this cooperation is performed properly, each Party designates one Coordinator:

Prof. María Carmen VÁZQUEZ for UC3M and Dr. Elena SPAGNUOLO for INGV.

Each Coordinator is in charge of:

- maintaining liaison with his/her counterpart;
- carrying out the general coordination of the cooperation under this Agreement;

- identifying the Actions, preparing and discussing their detailed contents, in close association with the related and concerned technical correspondent designed by each Party depending of each Action concerned (hereafter the “Technical Correspondent”);
- reviewing the global balance of the cooperation between the Parties;
- preparing and discussing the provisions of each Technical Sheet and each Implementing Agreement to be proposed and agreed upon by both Parties, as well as any supplementary and specific Agreements and/or authorizations;
- reviewing and updating Appendix 1;
- follow up Actions covered by Technical Sheets or Implementing Agreements and propose updates to be agreed upon by both Parties;
- decide together with his/her counterpart the co-ownership shares of a patent before submission of the patent application in accordance with clause 6.3.1.1.

The Coordinators shall convene meetings at least every 18 months, and at any time when necessary alternatively in Spain, Italy, or via remote video call. Meeting shall be chaired by the Party of the country where the meeting is being held or, in case of video call, by both Coordinators. This Party shall also take the secretariat of the meeting. The date, agenda, and practical details of the meetings will be set by joint agreement by the Coordinators. Participants will be the two Coordinators and, when necessary, the Technical Correspondents defined in 3.2 and any other appropriate specialists from INGV and UC3M. During the meetings, all activities covered with this Agreement will be reviewed.

Chair Coordinator shall draft minutes of the meetings and send them to the other Coordinator for approval.

3.2 Technical Correspondent

Each Party will designate a Technical Correspondent for each Technical Sheet and Implementing Agreement.

Each Technical Correspondent will be in charge of:

- maintaining liaison with his/her counterpart;
- proposing and discussing the detailed technical and scientific contents of each Action in close association with his/her Coordinator;
- these detailed contents will be the content of technical appendices of Implementing Agreements or technical descriptions of Technical Sheets to be prepared by the Coordinators;
- organizing the technical and scientific implementation of each Action previously covered by a Technical Sheet or Implementing Agreement;
- reporting results ensuing from these activities to his/her Coordinator.

Article 4. FINANCIAL PROVISIONS

4.1 As a general rule, the cooperation will not induce any transfer of money between the Parties except in specific cases jointly agreed in Implementing Agreements only.

4.2 Charge of expenses for the needs of implementing the Actions within the framework of this Agreement shall be allocated by the Parties on mutual written approval in each specific case and allocation of charges between the Parties shall be mentioned in each Implementing Agreement in the Financial Appendix.

4.3 Both Parties will abide by the conditions of organization for visits and exchange of staff defined and agreed in the Implementing Agreements.

Article 5. CONFIDENTIALITY

5.1 The Parties agree that all nonpublic information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) under this Agreement and under Implementing Agreements or Technical Sheets shall be deemed confidential (hereinafter referred to as “Confidential Information”) whatever the subject (technical, industrial, financial, commercial...), the nature (including but not limited to: know-how, methods, algorithms, source codes, discoveries, nonpublic information related to patents, developments, designs, samples, programs, systems designs and hardware, architectures, protocols, processes, technical or installation details...), the form (written or printed documents, computer drives, samples, drawings...) and the mode of transmission (written, oral, computer, including networks and/or e-mail). In particular, the term Confidential Information will include information related to pyrometer calibration procedures, pyrometer

characterizations using different samples and conditions, pyrometer set-up specifications including acquisition card parameters and processing signals, optical fiber samples preparations.

5.2 The Receiving Party undertakes to maintain the confidential nature of such Confidential Information and consequently:

- a) to protect and keep strictly confidential such Confidential Information and to treat Confidential Information with at least the same degree of care and protection as it uses to treat its own Confidential Information of same importance but in no instance shall such standards be less than reasonable care;
- b) to disclose such Information internally only to those of its employees (a) informed of such obligation and bound by confidentiality obligations at least as stringent as those in this Agreement (b) and having a need to know such Confidential Information in order to implement this Agreement a Technical Sheet or an Implementing Agreement;
- c) to use the Confidential Information only for the purposes agreed by the Disclosing Party;
- d) not to disclose such Confidential Information in any manner whatsoever either directly or indirectly to any third party, including subcontractors unless authorized by the disclosing Party, and providing that the third party beneficiary undertakes to be bound by the same obligations of confidentiality as those of this Agreement by prior written agreement; however each Party has the right to communicate Information covered by this article to its national safety authority on a strictly need to know basis;
- e) not to reproduce, nor copy, nor duplicate in any manner, in whole or in part, unless such copies, reproduction or duplication are necessary for implementation of a Technical Sheet or Implementing Agreement;
- f) to return immediately to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all information stored in a machine readable form.

5.3 "Confidential Information" shall not include such information, which the receiving Party can show:

- a) was in the public domain according to applicable national legislation prior to or after disclosure thereof and in such case through no wrongful act of the Receiving Party, or
- b) was already known by the Receiving Party, as evidenced by the Receiving Party's written records, or
- c) was lawfully received from third parties without fault of the Receiving Party and without restriction or breach of this Agreement, or
- d) was published without restrictions or breach of this Agreement, or
- e) was used or disclosed with the written authorization of the Disclosing Party, notably in the frame of Implementing Agreement or other agreement signed between the Parties.

5.4 Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information

5.5 Such confidentiality shall be maintained during the expected term of this Agreement, Technical Sheet or Implementing Agreement concerned, whichever is the latest and thereafter for as long as the confidential information is not in the public domain, without the breach of the Receiving Party of the obligations acquired in this clause. The Parties shall impose the same obligations on their employees, who obtain knowledge of Confidential Information, as far as legally possible, even for the time after the termination of the employment.

5.6 Transmission by a Party of Confidential Information under this Agreement shall not be construed as expressly or impliedly granting the receiving Party any Intellectual Property right in respect of any elements in relation to such Confidential Information, nor as a disclosure under patent law. Provisions related to use is governed by Article 5 exclusively.

5.7 The present article is not binding to the Parties for the transmission of Confidential Information to the responsible Ministries of the Parties, when applicable.

Article 6. INTELLECTUAL PROPERTY AND ACCESS RIGHTS (USE)

The procedures indicated in the present article 6 are for guidance only. The Parties may choose other provisions by mutual approval under an Implementing Agreement.

6.1 Definitions

“Access Rights” means the right to use Results and/or Prior Knowledge, subject to the terms and conditions included in this Agreement, Implementing Agreement or Technical Sheet.

“Data Base” means data base files, either in machine readable, compiled and/or executable form, or in “Source Code”, i.e. in human readable form and its documentation including technical information relating to the design, development, use or maintenance of any version of a data base which may be composed of Software in whole or in part.

“Fair and Reasonable conditions” means appropriate conditions, including financial terms, considering the specific circumstances of the request for access, for example the scope and duration, amongst others.

“Intellectual Property Rights” means any rights in relation to inventions (including utility models and patents), distinctive signs (including trademarks or not, as well as service marks), designs (including registered or unregistered designs), confidential information (including trade secrets and know-how), literary, artistic or scientific works (including copyright on computer programs and any other work protected by copyright), semiconductor topographies and any other right resulting from intellectual activity recognized in national legislation anywhere in the world.

“Needed” Access Rights are Needed for the implementation of an Action under this Framework Agreement if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources. Access Rights are Needed for use or exploitation of Results if, without the grant of such Access Rights, the use or exploitation of Results would be technically or legally impossible.

“commercial purpose” shall comprise, inter alia (i) any supply, assignment, transfer, sale, rental, distribution and/or making available of all or part of the Results to a third party, (ii) more generally, any use generating business profits or revenues. And the term “non-commercial purpose” shall comprise, inter alia (i) execution of research and development works on its own behalf or on behalf of third parties (ii) use in the other Party’s own installations (iii) use for evaluation or investigation of third parties’ requests or at the request of public authorities whether for free or not.

“Prior Knowledge” means any information and technical and/or scientific knowledge whether patentable or not, as well as any know-how, equipment, hardware, software, systems, programs, procedures, trial results and any other tangible or intangible asset held by and/or owned by a Party having appropriate rights to use it for the implementation of this Agreement, a Technical Sheet or Implementing Agreement and prior to their Effective Date (signature date) or developed in parallel by it, independently and which is Needed for the implementation of the collaboration. Prior Knowledge includes Intellectual Property Rights pertaining to the aforementioned assets.

“Results” means any tangible or intangible output, including data, knowledge and information, whether or not patentable, which are generated by the implementation of an Action under this Framework Agreement. Such results include notably Intellectual Property Rights. Results also include scientific and technical publications with an assigned DOI.

“Software” means software programs, either in “Object Code”, i.e. in machine readable, compiled and/or executable form, or in “Source Code”, i.e. in human readable form and its documentation including technical information relating to the design, development, use or maintenance of any version of a software program (hereafter “Software”).

“Hardware” means the hardware components and acquisition boards composing testing or measuring systems, including technical information related to the design, development, use or maintenance of any version of the system itself (hereafter “Hardware”).

6.2 Prior Knowledge

The provisions of Article 5 apply to Prior Knowledge.

Each Party shall retain all right, title, and interest into its Prior Knowledge.

6.2.1 Access rights to Prior Knowledge for implementation of Technical Sheet or Implementing Agreement

Subject to the conclusion of an Implementing Agreement or Technical Sheet as stated in article 2 of the present Frame Agreement a non-transferable and non-exclusive access rights to Prior Knowledge clearly identified or listed in the Implementing Agreement of Technical Sheet shall be granted to the other Party, to the extent necessary to enable this Party to carry out its own work under the specific Action provided that the Party concerned is entitled to grant them.

Such access rights shall not be granted on a royalty-free basis, unless otherwise agreed in written by both Parties.

Unless otherwise agreed between the Parties in a written agreement for the specific Result, the co-ownership shares of each party into the resulting patent shall be determined by both Coordinators taking into consideration the Parties contributions in obtaining the Result (for example regarding the weight of the novel technique proposed, based on the previous state of the invention) and the necessary patentability requirements.

In case of Results comprising in all or in part or deriving from Prior Knowledge (Prior Knowledge Results as defined below) the Party shall apply article 6.2.2.

A co-ownership agreement shall be concluded as soon as possible, and in any case before any use or exploitation of a Joint Result, when the Joint Result comprises any output different than scientific and technical publications.

6.2.2 Ownership of and access right to results comprising, enhancing, improving or deriving from Prior Knowledge

“Developing Party/Financing Party” means the Party which is not the originate owner of a Prior Knowledge and which develops or finances the analysis, enhancement or improvement of the Prior Knowledge owned by the other Party.

In case a Result comprises, analyzes, enhances, improves and/or derives from Prior Knowledge (hereinafter Prior Knowledge Results), such Results shall be the entire property of the genuine owning party on the corresponding Prior Knowledge. Therefore, the Developing Party/Financing Party hereby assigns to the Party owning the Prior Knowledge, who accepts, on a free of charge basis, all its rights (including Intellectual Property Rights) on the Prior Knowledge Results, as and when created, on an exclusive basis, in all countries, for the legal duration of protection of the Intellectual Property Rights under national and international regulations, for all present or future formats or medium (including but not limited to paper, computer, magnetic, optical, video, numerical, on-line data processing or digital format) for any (regardless of the) destination and for all uses and needs of the Party owning the Prior Knowledge including, if any, commercial and non-commercial uses, advertising or non-advertising uses, the assignment to third parties and the right to grant licenses.

For avoidance of doubt, such assignment of Prior Knowledge Results includes:

- The right to reproduce or make reproduce the Prior Knowledge Results, in whole or in part, separately or incorporated in one or several elements, for any (regardless of the) destination, by any of all means, in any or all form, and on any or all format including but not limited to paper, computer, magnetic, optical, video, numerical, on-line data processing or electronic format, in so many copies the other Party will deem it necessary.
- The right to publicly perform or make performed in whole or in part the Prior Knowledge Results or their secondary exploitations, by any or all present or future means of communication, that notably means the public or private display, broadcasting whether by hertzian way, cable distribution, satellite transmission and numerical network, the analogical, numerical and/or on-line data processing

transmission or all the public or private, national or international telematics, telecommunication and electronic transmission networks, for any public or private, internal or external, national or international performance, in the specialized or common canal of broadcasting.

- The rights to translate or make translate the Prior Knowledge Results in any or all languages, computer program languages, to perform corrections, adaptations, assemblies and modifications necessary to exploit in a normal way and promote the Prior Knowledge Results.
- The rights to distribute include the right to place on the market in whole or in part the Prior Knowledge Results, for consideration or free of charge, even to lend, rent or sale it, by any or all means and any or all formats, existing now or in the future, and this for any or all public without any limitation

The Developing Party/Financing Party warrants that it has full right to assign all the Intellectual Property Rights on the Prior Knowledge Results to the other Party, this includes any rights of its concerned staff in accordance with its applicable law. The Developing Party/Financing Party warrants the other Party, without any limitation neither any condition, against all trouble, reclamation, eviction, infringement action and/or law suit for unfair trading and any other claim which could be involved against the other Party by a third party because of the exploitation of the Prior Knowledge Results. The Developing Party/Financing Party warrants to bear all financial consequences (among them layer cost, procedure cost, indemnities) for the other Party resulting from any lawsuit for one of these reasons.

Subject to a prior specific written Implementing agreement between the Parties, the Developing Party or Financing Party may enjoy a license on these Prior Knowledge Results on Fair and Reasonable conditions.

6.2.3 Assigning of rights over Joint Results to third party

Should one Party wish to assign its part of the Joint ownership over one of the Joint Results to a third party, the other Party shall have a pre-emptive right.

The Assigning Party will be free to assign its rights to a third party under terms which cannot be more favorable than those which would have been given to the other Party waiving its pre-emptive right within a period of three months from receiving notice of intention to assign by the Assigning Party.

The Assigning Party undertakes to inform the assignee of the terms of this article 6 and to ensure that it adheres to its obligations "as is".

Article 7. DISSEMINATION ACTIVITIES

For the avoidance of doubt, nothing in this article has an impact on the confidentiality obligations established in article 5, which will still apply.

At least 15 days' prior notice of any dissemination activity shall be given to the other Party, including sufficient information concerning the planned dissemination activity and the data envisaged to be disseminated on any Joint Result. Dissemination activity on Prior Knowledge Results shall be made at the sole discretion of the owning Party.

Following notification, the latter may object within 7 days of the notification to the envisaged dissemination activity if it considers that its legitimate interests in relation to its Prior Knowledge or Prior Knowledge Results could suffer disproportionately great harm. In such cases, the dissemination activity may not take place unless appropriate steps are taken to safeguard these legitimate interests. All publications or any other dissemination relating to Joint Result shall include the following statement to indicate that said Joint Result was generated in the framework of this Agreement and with the other Party collaboration:

"The research leading to these results has been conducted by the ISTITUTO NAZIONALE DI GEOFISICA E VULCANOLOGIA – INGV and the UNIVERSIDAD CARLOS III DE MADRID".

For the avoidance of doubt, a Party shall not publish Prior Knowledge Results or Prior Knowledge of the other Party, even if such Prior Knowledge Result or Prior Knowledge is amalgamated with Party's Prior Knowledge Result or Joint Result, without the other Party's prior written approval.

Notice, and the eventual objection or approval have to be communicated via e-mail.

Article 8. STAFF

Each Party may be induced to receive on their premises the staff of the other Party.

Any exchange of staff higher than 400 hours/year or any exchange which may induce interference with premises or hardware under applicable domestic law and institutional regulations shall be made conditions to the acceptance of specific conditions between the Parties.

Subject to compliance with particular conditions of access specific to each Party, the Hosting Party shall give access to its sites, premises, equipment and support services (access to restricted areas possibly, restoration, etc.) necessary for the hosted Staff to carry out its occupational mission.

The employing Party whose staff is hosted (hereafter the "Assigning Party") shall disclose to the Hosting Party the necessary information about the skills of the staff in light of work to be performed. The Hosting Party will be free to accept or reject the proposed staff of the Assigning Party and may revoke any acceptance by invoking non-compliance by the staff with the rules of procedure applicable to external companies of the Hosting Party.

The Assigning Party will continue to assume in relation to the staff on assignment all its social and fiscal obligations and to exercise toward him all the disciplinary and administrative management prerogatives. The Assigning Party shall also support the occupational mission expenses. However, the Implementing agreements may provide for the reimbursement of these costs by the Hosting Party directly to the Assigning Party.

The Assigning Party remains responsible for its staff for the application of the whole labor legislation and regulation, including as regards to the health and safety of staff. It will take all steps to ensure that its staff complies with the rules of procedure imposed to external companies of the Hosting Party, including working hours or any security measures to be applied for access and circulation on the sites and in the premises. The Hosting Party undertakes to provide to the Assigning Party a copy of the rules of procedure applicable to external companies at first request. It is also committed to take the appropriate measures to ensure that the hosting staff had knowledge of the said regulation.

The Assigning Party undertakes to carry out at its costs medical visits or specific training which could be imposed by reason of the nature of the work carried out within the Hosting Party pursuant to one of the domestic law of the Party.

Article 9. LIABILITY

9.1 Personal damage to the staff of each Party

Each Party according to the domestic legislation in force bears all damages caused by its staff to the staff of the other Party after verification of liability.

9.2 Damage to other Party's properties

Each party shall bear, without any claim against the other Party, any damage caused to its own properties and premises by the staff of the other Party when the staff thereof is hosted in the former Party's premises, except in cases of deliberate misconduct and after verification of liability.

9.3 Third party liability

In accordance with the appropriate domestic regulations, each Party remains liable for damage caused to third parties by its own staff hosted in the other Party's premises after verification of liability.

9.4 Information

Except for the warranties included in article 6.2.2, neither Party makes any representation, warranty, assurance or guarantee to the other Party with respect to the commercial nature or use, technical feasibility, accuracy, completeness and to any third party rights on any information supplied in the framework of this Agreement and its Implementing Agreement or Technical Sheet pertaining to.

Article 10. FORCE MAJEURE

10.1 None of the Party shall be held liable for any breach of performance of this Agreement or any Technical Sheet or Implementing Agreement caused by an event of force majeure. Force majeure is defined for the purposes of this Agreement as an event beyond its control, that could not have been reasonably foreseen on

the date of signature of the Agreement, the Technical Sheet or the Implementing Agreement respectively, and whose effects cannot be avoided by appropriate remedies and that prevent the performance of one of its obligation. Unless the delay in performing its obligations required the termination of the Agreement or any Technical Sheet or Implementing Agreement, the obligations that are prevented to be performed for cause of force majeure are suspended for the duration of the event. However, the other Party may choose to terminate the Agreement or any Technical Sheet or Implementing Agreement if the delay lasts more than (2) two months by written notice send by mail with acknowledge of receipt. The event of force majeure shall be notified to the other Party as soon as possible.

10.2 The Parties intend to take as a case of force majeure any crisis situation involving a requisition by the national authorities of one or several laboratories of the Parties that prevents them to comply temporarily or permanently with one or more of its obligations under the Agreement or any Technical Sheet or Implementing Agreement.

10.3 Any default of a product or work or delays in making them available for the purpose of performing this Agreement any Technical Sheet or Implementing Agreement and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or work, do not constitute force majeure.

Article 11. DISPUTES RESOLUTION

The Parties agree that any dispute arising out of the execution of this Agreement, a Technical Sheet or an Implementing Agreement will be settled amicably, if possible.

Any dispute which cannot be settle amicably shall be finally settled under the defendant's jurisdiction.

Article 12. DURATION AND TERMINATION

12.1 This Agreement is concluded for a four (4) years period from its Effective Date. This Agreement may be amended at any time by mutual written agreement of both Parties.

12.2 This Agreement may be terminated by either mutual agreement of the Parties or one of the Parties through written notice to the other Party. This Agreement shall terminate after six months from notice of a Party to the other one to terminate this Agreement or from the date of the mutual written agreement of both Parties.

12.3 Any uncompleted Implemented Agreement or Technical Sheet at the date of termination (whatever the cause) of this Agreement shall continue to be valid until its completion pursuant to the provisions of this Agreement and Technical Sheet or Implementing Agreement.

12.4 Termination of this Agreement or any Implementing Agreement or Technical Sheet for any reason does not affect the articles of the Agreement designed to remain effective after termination of the Agreement.

Article 13. MISCELLANEOUS

13.1 The Agreement is concluded *intuit personae* by the Parties. Rights and obligations resulting from the Agreement or any Technical Sheet or Implementing Agreement shall not be transferred or ceded by the Parties in any way or by any means without the prior and written consent of the other Parties.

13.2 This agreement and its Appendices constitute the entire agreement between the Parties with respect to its purpose. It supersedes all prior proposals, communications and any other provisions contained in documents exchanged between the Parties and regarding the purpose of the Agreement.

13.3 Any modification, extension or renewal of this Agreement or its Implementing Agreement shall become effective only if drawn up in writing and duly signed by the authorized representatives of the Parties. The Parties exclude explicitly the tacit renewal of the Agreement even if one or both Parties continue(s) to execute the Agreement.

13.4 If any of the provisions of this Agreement Technical Sheet or Implementing Agreement is found to be void or unenforceable, such finding shall not affect the validity of the remaining provisions. The Parties shall negotiate in good faith to agree upon a mutually satisfactory provision to be substituted for the provisions so found to be void or unenforceable.

13.5 The headings used in this Agreement are for convenient reference only and shall not be used for interpreting the provisions of this Agreement or its Implementing Agreement.

Article 14. FINAL PROVISIONS

14.1 The Parties will meet no less than ninety (90) days before the scheduled termination of this Agreement to review the status of their cooperation. Thus, they may consider extending this Agreement for a further period.

14.2 INWITNESS WHEREOF the Parties have signed this agreement in two originals counterparts on _____ 2021 **as the Effective Date** and is executed in English. Therefore, the English version shall prevail over any translation.

For Universidad Carlos III de Madrid	For INGV
Prof. Juan ROMO URROZ	Prof. Carlo DOGLIONI
Rector of UC3M	President of INGV

