

INTERNATIONAL COOPERATION AGREEMENT

BETWEEN: **Institut national de la recherche scientifique**, a legal person created by letters patent pursuant to the *Act respecting the Université du Québec* (R.S.Q., c. U-1), with its head office at 490 de la Couronne Street, Québec City, Québec, Canada, G1K 9A9, represented by Daniel Coderre, Director General and by Alain Fournier, Scientific Director, duly authorized for the purposes of these presents as they so declare;

(Hereinafter “INRS”)

AND: Center for Nanoscience, Nanotechnology & Innovative Instrumentation (NAST), **Università degli Studi di Roma Tor Vergata** with its head office at Via O. Raimondo, 18, Rome, Italy, represented by Professor Silvia Licoccia, NAST Director and by Professor Renato Lauro, University Rector;

(Hereinafter “UNIROMA2”)

(Hereinafter collectively referred to as the “Parties”)

PREAMBLE

WHEREAS the Parties are teaching institutions which are devoted, among other things, to teaching and supervising graduate students;

WHEREAS the mission of each of the Parties specifically involves the development of knowledge and its applications;

WHEREAS the Parties intend to enhance their relationship through cooperation;

WHEREAS through such cooperation the Parties wish to enhance their teaching and research resources in connection with their mutual fields of expertise and interest;

WHEREAS the Parties wish to frame future cooperation by means of this agreement (hereinafter the “Agreement”);

ACCORDINGLY THE PARTIES AGREE TO THE FOLLOWING:

1. PURPOSE OF THIS AGREEMENT

- 1.1 The purpose of this Agreement is to express the Parties’ shared intention to cooperate in the development of research and training in fields of Advanced Nanostructured Materials for Energy, Catalysis and Biomedical Applications.

2. MEANS OF COOPERATION

2.1 Cooperation may be achieved through the following means:

- (i) Joint supervision of graduate students;
- (ii) Planning and carrying out of joint research activities;
- (iii) Exchanges involving professors and other researchers;
- (iv) Organizing and offering training sessions for professors, researchers or students;
- (v) Student study programs;
- (vi) Participation in seminars;
- (vii) Exchange of teaching materials, scientific publications, models or software;
- (viii) Active participation in seeking research funding nationally and internationally in order to conduct research activities.

2.2 All proposed cooperation projects flowing from this Agreement shall be covered by a further specific agreement which respects the principles set out in this Agreement, subject however to resources available to each Party and to obtaining the required approvals from each of the Parties' authorities pursuant to their own rules.

2.3 Each specific agreement will deal with the following as is necessary:

- (i) Conditions for cooperation;
- (ii) Contributions of the Parties;
- (iii) Means of financing;
- (iv) The precise scope of the project;
- (v) The results expected and their nature;
- (vi) Provisions concerning publication and disclosure of results, and concerning intellectual property and confidentiality;
- (vii) The term of the agreement and provisions concerning possible renewal or amendment;
- (viii) Identification by each of the Parties of a person in charge of each given project;
- (ix) Conditions regarding disputes and the termination of the agreement;
- (x) Conditions under which the Parties agree to involve third parties in the agreement;
- (xi) Any other condition or provision which in the opinion of both Parties serves their interests.

2.4 Each of the Parties shall bear the costs in relation to the performance, management and administration of its activities under this Agreement.

3. TERM AND RESILIATION (TERMINATION)

3.1 This Agreement comes into force on the date on which the last signatory signs it and is made for a term of 5 years. Subject to approval by the decision-making authorities of each Party, this Agreement may be renewed by the signature by the Parties of a separate document.

3.2 Each of the Parties is entitled to terminate this Agreement at any time by giving a prior written notice of 6 months.

4. PUBLICITY

- 4.1 A Party shall not use the logos, emblems or the name of the other Party or of any of its employees for publicity or commercial purposes without the written authorization of the authorized representatives of the other Party. Each Party acknowledges however that the other Party may mention the existence of this Agreement and of any specific agreement which may result therefrom, the names of the Parties involved, the names of the specific projects and the amounts invested in these projects in its financial and administrative reports.

5.0. COMMUNICATIONS

- 5.1 For the purposes of this Agreement, the Parties agree that communications between them shall be sent as follows:

For INRS:

Dr. Alain Fournier
Scientific director
490 rue de la Couronne
Québec City, Québec G1K 9A9
Telephone number: 418-654-2512
Fax number: 418-654-3858

For UNIROMA2

Prof. Silvia Licoccia
Director, NAST Center
c/o Dipartimento di Scienze e Tecnologie Chimiche
Via della Ricerca Scientifica,1
00133 Rome, Italy
Telephone number: +39 06 7259 4386
Fax number: +39 06 7259 4328

- 5.2 Notice of change of address shall be given by the Party affected to the other Party.

6. AMENDMENTS

- 6.1 All amendments to this Agreement require the written consent of the authorized representatives of each of the Parties.

7. DISPUTES

- 7.1 In case of a disagreement or a dispute between the Parties in relation to the Agreement, its interpretation or application, the Parties shall try to negotiate a settlement. If no satisfactory settlement is reached, either one of the Parties may terminate this Agreement by giving prior notice of 30 days, notwithstanding article 3.2.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED in 2 copies

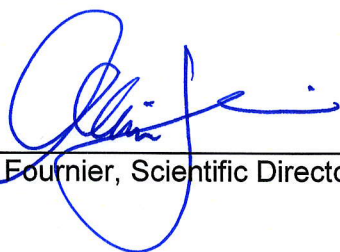
For the Institut national de la recherche scientifique:



Daniel Coderre, Director General

2012/02/21

Date

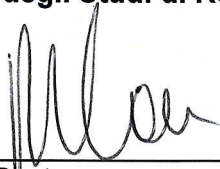


Alain Fournier, Scientific Director

02/20/2012

Date

For Università degli Studi di Roma Tor Vergata :



Renato Lauro, Rector

27/02/2012

Date



Silvia Licoccia, Director NAST Center

27/02/2012

Date

