

Co-operation agreement for research activities

This Agreement is entered into between

The Company (institution, association, authority) **National Cooperative for the Disposal of Radioactive Waste, “Nagra** with its head office located at Hardstrasse 73, 5430 Wettingen, Switzerland, represented by **“Nagra”** (the "Contractor")

and

Department of Life and Environmental Science (DiSVA), fiscal code and VAT n. 03064870151, with its head office located at Via Brece Bianche snc, 60131, Ancona represented by the Director, Prof. Francesca Beolchini (the "**Department** ")

(Department and Contractor are also referred to as “Party” and, jointly, “Parties”)

Whereas

NAGRA has an interest in promoting and developing research in the field of subsurface geological studies, seeking appropriate synergies with other research centres;

NAGRA is carrying out research projects on Nuclear waste storage and, at the same time, is studying the geological characteristics of exploratory wells. In this context, it requires biostratigraphic expertise;

DiSVA has the expertise and equipment required to carry out research in all areas related to biostratigraphic studies using calcareous nannofossils;

DiSVA intends to enhance the value of its expertise through its relationship with NAGRA, and a relationship of trust has been established between the two institutions, which is necessary to ensure high-quality production and processing of data within the scope of the activities covered by this Agreement.

The Parties here to agree as follows:

1. Object of the agreement

With this agreement, The Parties agree to carry out a research collaboration concerning *Calcareous Nannofossil Biostratigraphic and Paleoecological analysis of cores from Nordlich lagern for detailed age and paleoenvironmental condition assessment.*

2. Scope of co-operation

The Research Programme that the Parties agree upon is described in a series of activities described in the technical Annex, which also includes the final objectives of the research programme.

Under the conclusion of the research activity a final technical report concerning the entire research programme and the achieved results must be drafted.

3. Duration of the agreement:

This Agreement will become effective upon the signatures of both of the Parties and continue in full force and effect for a period of ...**15** months from the signing of the agreement. The contracting Parties may renew the Agreement by means of a prior written amendment that must be approved by both of the Parties authorized representatives at **least 8** months before the expiration date of this Agreement.

A Party may terminate this Agreement if the other Party is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, but the defaulting Party has failed to remedy the same within **2** months of a written notice from the non-defaulting Party specifying the breach and requiring it to be remedied.

The provisions of this Agreement which shall be expected or intended by its nature to survive the termination or the expiration of this Agreement, shall survive the termination or the expiration of this Agreement.

4. Scientific responsibility:

The University - Department/Centre appoints Prof. Alessandra Negri as the Scientific Supervisor in charge of the research activity.

The contractor appoints Dr. Valentina Zampetti as the Scientific Supervisor in charge of the research activity.

5. Funds and money transfer:

As a contribution for the expenses incurred in carrying out the research activities of this Agreement, shall pay DiSVA the amount of € 60.000,00 (sixty thousands euros/00).

The reimbursement provided for the activities performed under this Agreement shall be paid by the Contractor according to the following schedule:

- 1) the first tranche, equal to 30% of the total amount, upon commencement of the contract;
- 2) the second tranche, equal to 50% of the total amount, upon submission of an interim scientific report;
- 3) the third tranche, equal to 20% of the total amount, upon submission of the final scientific report.

The payment of the Contribution will be made by wire transfer to the Beneficiary's bank account whose the bank details are as follows:

UNICREDIT

ABI:02008 CAB:02627 C/C n.000040003483 CIN: N

IBAN: IT 66N 02008 02627 000040003483

BIC Code: UNCRITM1Q22

The amount paid to the Beneficiary is not subject to VAT.

6. Commitments of the Parties

For the scientific work above mentioned, DiSVA will make available its own qualified personnel at its own expense and will provide all materials necessary for the biostratigraphic analysis.

Following the legislation in force on the protection of the health and safety of workers in the workplace, when the personnel of one Party is hosted on the premises of the other Party for carrying out research activities, the host entity must adopt all preventive and specific safety measures required by law and reasonably appropriate, including sanitation ones.

7. Confidentiality

During the performance of research activities each Part is bound to keep information confidential and not to disclose any of the facts, background and foreground information relevant to this Agreement to any third party which is not involved in the research activity under this Agreement.

8. Access Rights for Use

Each Part may freely use reports or results from the research activities described in this Agreement for internal purpose. However, no Party has right to use the name and logo of the other Party for publicity purposes except otherwise provided in a specific written agreement.

In accordance with Article 9, the Parties may not disclose any such reports or results until protectable industrial property is identified.

The Parties may freely use reports and results only for teaching and research purposes.

Each Part may publish the results arising from research activities only if authorised by the other Party, which not withhold its consent unreasonably.

9. Intellectual Property Rights

The inventive results, such as patentable results, obtained during the performance of this contract shall remain the property of the Parties and their use shall be subject to the provisions of subsequent specific implementation agreements in compliance with the legislation in force in the respective countries.

10. Data protection

The University and the Contractor, as autonomous data controllers, shall, for the purposes of their respective competence, carry out all the charges related to the processing, dissemination and communication of personal data relating to this agreement as part of the prosecution of its institutional purposes and in compliance with the provisions of EU Regulation 679/2016 "General Data Protection Regulation", by Legislative Decree 196/2003 and subsequent amendments.

The Contractor undertakes to process personal data originating from the University solely for the purposes related to the execution of this agreement.

The University and the Contractor undertake to make available to each other, if necessary, information useful for demonstrating and verifying compliance with their obligations under the current data protection law and to cooperate in the event of requests by the Guarantor Authority or by the Judicial Authority concerning the processing of the data covered by this Agreement.

11. Settlement of Disputes

The contract follows the Swiss law and any dispute arising from it will be subject to the jurisdiction of the Court of Wettingen.

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12. Registration and Expenses

In case of use the present contract be registered with a fixed tax rate according to law DPR n. 131/86 article 5, 39.

All the related expenses be paid by the Party interested.

The present cooperation agreement is written in two copies in English, signed by both parties, which keep one copy of the agreement.

The present agreement is subject to a electronic signature.

This Agreement shall be definitively formed on the date on which it is signed by the last of the parties as last of the parties.

Wettingen, date

NAGRA.

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Dott. / Prof.

Ancona, date

Università Politecnica delle Marche
Department of Life and Environmental
Science

Director

Prof. Francesca Beolchini