

FRAMEWORK AGREEMENT

ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION

Between

Istituto Nazionale di Ricerca Metrologica

(hereinafter referred to as "INRIM"), having its registered office at Strada delle Cacce, no. 91 - 10135 Turin, Italy, represented by the General Manager, Dr. Alberto Silvestri,

on the one hand,

and

The Physical Measurement Laboratory of the National Institute of Standards and Technology

(hereinafter referred to as "NIST/PML"), having its registered office at 100 Bureau Drive MS 8420, Gaithersburg MD 20899-8420, USA, represented by the Director NIST/PML, Joseph L. Dehmer,

on the other hand,

hereinafter jointly referred to as "Parties".

Preamble:

- whereas INRIM and NIST/PML aim to the realization of cooperation in research activities on the principles of equality and mutually advantageous association of their scientific, technological and organization



potentials, and with the purposes of acceleration and efficiency increase of activities of common interest;

- whereas NIST and INRIM are interested in the mutual exchange of knowledge and know-how on the development of electrical devices and prototypes for accurate electrical dc resistance measurements.

Now, therefore the Parties agree as follows.

ARTICLE 1 - Subject of the Agreement

The subject of the Agreement is the statement of intent of the parties to pursue scientific and technological cooperation in Research and Development activities to improve the capabilities of measurements in the field of high value electrical dc resistance.

Forms of cooperative activities under this Agreement may include:

- exchange of information, reference data and materials, standards, and instrumentation;
- visits and/or joint experimental activities carried out at NIST and/or INRIM under existing programs;



- cooperative activities of the scientists of the Parties falling within the scope of the present agreement;
- development of specific instrumentation to be supplied to the Parties structures;
- scientific and technical support;
- other forms of mutually agreed cooperative activities.

ARTICLE 2 - Terms and conditions

The cooperation will be carried out through projects specifying the responsible personnel, objectives, work plan, duration, financial aspects and conditions of the execution. Each project will be submitted to the written approval of both Parties. This cooperation agreement is a statement of intent of the parties to collaborate as described. It is not legally binding and does not create legally binding obligations.

In the case in which a scientist from one Party will carry out jointly agreed on experimental activities at the other Party, the sending Party will cover its salary and benefits, unless otherwise agreed between the Parties.

ARTICLE 3 - Intellectual property of the results

Any publication and presentation resulting



from this collaboration, both at national or international level, will be signed by authors of both Institutes, unless otherwise agreed by the Parties.

All the results of the scientific and technological work carried out in the frame of the present Agreement, will be shared among the Parties, unless otherwise agreed between the Parties.

Protection of the rights and the patenting of the inventions and industrial specimens created during the activities agreed between the two Parties shall be in accordance with the laws and regulations applicable to the inventing Party(ies).

ARTICLE 4 - Confidentiality

No confidential information will be disclosed under this Agreement. If the Parties determine that it becomes necessary to share confidential information, the Parties shall enter into a separate confidentiality agreement prior to disclosure.

ARTICLE 5 - Scientific responsible

Each of the Parties will nominate its own scientific representative. They will prepare the



activities, thus ensuring that the defined goals are achieved.

- the Representatives at INRIM are Dr. Pier Paolo CAPRA, Dr. Flavio GALLIANA and Dr. Andrea SOSSO;
- the Representatives at NIST are Dean JARRETT and Marlin KRAFT.

ARTICLE 6 - Settlement of disputes

The settlement of any disputes between the Parties in connection with or arising out of the interpretation and the execution of this Agreement shall be achieved through amicable discussions among the parties.

ARTICLE 7 - Entry into force and modifications of the Agreement

The present Agreement will enter into effect upon its signature and will remain in effect for three years, unless earlier terminated by one Party with written notice to the other Party.

The present Agreement can be modified or complemented. All modifications and additions of this Agreement will be made in writing and signed on behalf of both Parties by their respective duly authorized representative.



The Agreement is made in 2 (two) original
copies in English.

Date **. 8 GEN 2014**

INRIM

General

Manager



Il Direttore Generale
(Ing. Alberto Silvestri)

A handwritten signature in blue ink, appearing to be "A. Silvestri", written over the printed name.

NIST/PML

Director

A large, stylized handwritten signature in blue ink, written over the word "Director".