

MEMORANDUM OF UNDERSTANDING

Between

Università Iuav di Venezia, hereinafter referred to as **Iuav**, tax code 80009280274, VAT 00708670278, represented by the rector pro tempore prof. Alberto FERLENGA born in Castiglione delle Stiviere (Mantova) April 17th, 1954, domiciled for the office at the Università Iuav – Santa Croce, 191-30135 Venice, legitimized for the signing of this act by deliberation of the Academic Senate on July 12th 2017 and deliberation of the Board of Directors on July 19th 2017;

And

McMaster University hereinafter referred to as McMU, represented by Jonathan Bramson, domiciled for the office at the McMaster University – 1280 Main Street West CRL – 140 Hamilton, Ontario, Canada, L8S 4K1, legitimized for the signing of this act by the resolution respecting the execution of instruments by McMaster University Board of Governors;

WHEREAS

- Iuav that, pursuant to Article 6, paragraph 2 of the Statute, in the exercise of its functional autonomy, can promote, organize and manage in collaboration with other public and private actors operating at local, national, supranational and international, activities of common interest in fields related to its institutional purposes;
- Iuav, whose activity is institutionally devoted to teaching, training and research on the discipline of Architecture, Urban Planning, Physical Planning, Restoration, Arts, Theatre and Design, is a qualified research and training center with specific expertise in the field of City spaces, Mobility, Sustainable Urban and Healthy Transport planning also with regard to the network of relationship with numerous Italian and international specialized organizations, with whom Iuav maintains collaborative relationship in research, teaching, internships and other activities related to the primary functions of the University;
- McMU intends to acquire, develop and apply research activities in the field of Health, lifestyle and resilience on urban living, with specific interest in the field of health information science and is dedicated to the generation of new knowledge about the nature of health and clinical information problems, the development of new information resources to support evidence-based health care, and the evaluation of various innovations in overcoming health care information problems.
- McMU and Iuav have scientific expertise in the field of Mobility, Urban Planning and Communication of Information problems;

IT IS HEREBY AGREED AS FOLLOWS:

Article 1 – Purposes

Iuav and McMU recognize the interest to activate forms of cooperation in order to develop and promote research on the topic concerning Urban mobility and Health information dissemination.

Article 2 – Forms of Collaboration

The purposes indicated in the previous article must be followed through various forms of activities, including:

- Visiting Professor exchanges;
- Common research writing and joint paper publication;
- Collaboration in joint research projects, also through the support of the doctoral dissertation held at the Iuav School of PhD
- Contracting for services.

Article 3 – Commitment and economic aspects

The collaborative activities in the preceding article shall be implemented through specific agreements. The agreements also govern the terms and conditions of their commitments for the use of the premises (buildings and areas), including with regard to safety and to the allocation of costs between the parties pertaining to the activities to be performed under this Agreement.

Article 4 – Scientific Officers Contacts

McMU identified as responsible for implementation of this Agreement prof. Alfonso Iorio, Associate Professor of Health Research Methods, Evidence and Impact.

Iuav identified as responsible for the implementation of this Agreement prof. Agostino Cappelli, Full Professor of Transport Engineering.

It is the responsibility of the two scientific directors to identify the activities to be implemented under this Memorandum of Understanding and scientific processing of the conventions referred in Article 3. The two scientific leaders will produce annually a list of activities to be developed under this Memorandum of Understanding, which shall communicate to the partner organizations.

Article 5 – Confidentiality

1. "Confidential Information" shall mean all information, data, reports, research, know-how, formulae, processes, technology, analyses, notes, interpretations, forecasts, records, documents, agreements, ingredients, methods, procedures, inventions, or ideas which are proprietary to a party, which are not generally available to the public, including Background IP and Arising IP, disclosed by one party to the other party pursuant to this Agreement, whether in electronic, written, graphic or other tangible form, including physical objects, that is clearly marked "Proprietary" or "Confidential" or with an equivalent legend, and any oral information provided it is reduced to written version that is marked as above and given to the receiving Party within twenty (20) days of disclosure.

2. If either of the parties wishes to disclose Confidential Information to any third party, the party intending to disclose must obtain prior consent from the other Party before any disclosure can be made.

3. Confidential Information shall be maintained in confidence and protected by the receiving party with at least the same degree of care as it uses to protect its own confidential information, but not less than a reasonable degree of care. Documents marked "return required", or equivalent, shall be returned if not destroyed. Unless specifically licensed, Confidential Information shall only be used by the receiving party to perform work in the course of the activities hereunder and shall not be used for any commercial purpose, or sub-licensed. Unless otherwise agreed to by the parties, all obligations of confidentiality and restrictions on the use of Confidential Information cease to apply five (5) years after the expiration of this Memorandum.

4. Obligations of confidentiality and restrictions relating to publications or diffusion of Confidential Information shall not apply to, and no party to this agreement shall be liable for a disclosure to others of, Confidential Information that:

- i. Is already known to the receiving party to which it is disclosed without breach of the provisions of this Memorandum;
- ii. Is or becomes part of the public domain without breach of this Memorandum;
- iii. Is lawfully obtained from third parties that have no confidentiality obligations to the disclosing party;
- iv. Is authorized for release by the disclosing party;
- v. Is independently developed by one Party without reference to Confidential Information provided by the other Party;
- vi. Is required by law or a court order to be released.

Article 6 – Intellectual property

1. Each Party shall remain the owner of all knowledge and intellectual property acquired before the entry into force of this Memorandum of Understanding and will be free to use or disclose in its sole discretion. Nothing in this Memorandum of Understanding shall be interpreted as granting or transfer – whether expressed or implied – of any right, title or



interest in the license, as well as any knowledge or intellectual property rights of a party, developed outside of any specific agreement including before, during or after such agreement ("Background IP").

2. Accordingly, the intellectual property of the scientific results of the activities referred to in Article 2 of this Memorandum of Understanding and the rights to its patent applications ("Arising IP") belong equally to the parties, unless otherwise mutually agreed between them in good faith. Should one party desire to use Arising IP for commercial purposes, such party shall negotiate a commercialization agreement in good faith with the other party which shall address any required licenses and royalty share between the parties. In such a case, the parties shall take into account the doctrine of equitable contribution and the object of the research activities conducted shall constitute a part of the contribution of the party from which the object derives.

3. The moral and patrimonial and proprietary rights of individuals who have carried out research as required by applicable laws are preserved.

Article 7 – Publications

1. The materials developed as part of the activities, which may be the subject of publication, may be published jointly or separately by the parties.

2. When publishing separately, the text of publication must be approved by the scientific officers and the individuals identified by Iuav and McMU in the implementation convention, which shall, within 60 days ("Review Period"), express an opinion on the confidentiality of the results. After that time has passed without any comments submitted, each party shall be free to proceed with the publication separately. During the Review Period, if a reviewing party objects to the proposed disclosure, it shall so notify the party seeking to publish and the parties shall negotiate in good faith the protection of the reviewing party's Confidential Information or to delay publication for an additional 30 days to allow patent applications to be filed, if required.

3. In any publication or writing relating to the materials developed during the joint activities explicit reference should be made to this Memorandum of Understanding and the eventual operative agreement pursuant to Article 3.

Article 8 – Duration

This Memorandum of Understanding has a validity of 3 [three] years from the signing of the same and cannot be in any case automatically renewed, unless by explicit written declaration of all parties.

Article 9 – Disputes

Any dispute shall be settled amicably by consultation or negotiation between the Parties. In the event that an agreement can not be reached, dispute resolution shall be devolved exclusively to an arbitration panel composed of a member designated by each party and a member chosen by mutual agreement.

Article 10 - Privacy

The parties agree that the personal data collected in connection with this Memorandum of Understanding are processed exclusively for the purposes of this Memorandum of Understanding and shall be administered by the parties in compliance with applicable privacy laws.

Article 11 - Registration

The registration of this Memorandum of Understanding will be made only in case of use, in accordance with current legislation. All related expenses, including stamp duty, shall be borne by the party requesting the recording.

Article 12 – Publicity

Each party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter herein, provided that any press releases and other material (including electronic material) shall be approved as to form and content by each Party in writing.



McMU's name and logo may not be used without the written permission from McMaster University. Similarly, Iuav's name and logo may not be used without written permission from their designated office.

In witness whereof, the parties hereto have caused this agreement to be executed as of the 28 th day of September (month) in the year 2017.

The present Agreement will be executed in four original copies in English, two for each institution.

McMaster University

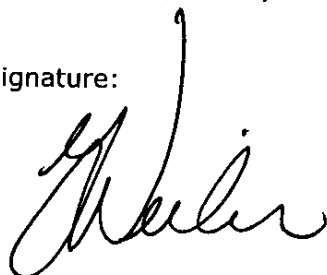
McMaster University
1280 Main Street West
- Hamilton, Ontario, Canada
L8S 4K1

Name: Professor **Jonathan Bramson**

Title: Assistant Dean, Research
Infrastructure, Faculty of Health Sciences

For

Signature:



GREG WEILER
DIRECTOR, HRS

Università Iuav di Venezia
Sestiere Santa Croce 191
30135 Venezia - Italy

Name: Professor **Alberto Ferlenga**

Title: Rector

Signature:

