IP GUIDELINES FOR ROME TECHNOPOLE FOUNDATION

Recitals

a) These Guidelines apply to all Partners of Rome Technopole Foundation, including the PNRR ROME TECHNOPOLE Project code ECS 00000024 , regardless of their role within. Notwithstanding, specific rules may apply to some entities.

b) These Guidelines provide IP general principles that are intended to govern relations among the Partners of Rome Technopole and can be adapted and supplemented by a specific written amendment signed by the Partners.

c) Directorial Decree No. 105 dated 23/06/2022 issued by the Italian Ministry of University and Research (MUR), the Statute, the Comprehensive Proposal of the PNRR ROME TECHNOPOLE Project code ECS 00000024 and Decree No. 3277 dated 30/12/2021 are referred to insofar as not regulated by these guidelines.

d) The recitals set forth above and the Attachments are and for all purposes shall be interpreted as being an integral part of these Guidelines.

Definitions

In addition to the definitions in the mentioned Directorial Decree No. 105, the following definitions are given:

Access Rights: rights of access to Relevant Information.

Acceptance: agreement signed by the Partners before starting with the Research Project (in the following also "Joint Research") containing at least:

- A detailed description of the Research Project, including workplan and time plan;
- An indication of Partners involved, their role and personnel involved (if any) and/or funding (if any);
- An Attachment 1 where Partners shall identify the Background and Sideground (if any), they intend to make accessible each other, including all the specific limitations on Access (if any), whereas any and all other Background and Sideground of the Partners which is not identified at Attachment 1 shall be considered as non-accessible;
- An Attachment 2 where each Partner may identify specific Third Parties to which the Partner intends to transfer the ownership of its Results, provided that the Third Party will have to declare its compliance with the DNSH principle by signing the form as per Annex A; and
- An Attachment 3 where each Partner may identify Parent Company, Subsidiaries & Affiliates, provided that the Third Party will have to declare its compliance with the DNSH principle by signing the form as per Annex A

Background: any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as Intellectual Property Rights — that:

- is held by the Partners before they sign the Acceptance,
- is needed to implement the Research Project or exploit the Results, and
- is identified and agreed upon in the Acceptance – Attachment 1 by the Partners.

the Rome Technopole Foundation to be intended as the entity that encompasses within it the Hub and the Research Projects.

DNSH principle: Do **N**ot **S**ignificant **H**arm principle is one of the pillars of the Next Generation EU programs – as the PNRR – and implies that in no way the activities performed in any form of relationship with the PNRR and in particular in the frame of the Rome Technopole Hub, will induce directly or indirectly damages of any kind to the environment in full compliance to the "Green Deal" accepted as a major guideline and taken as discrimination mean among the "to do" and "not to do" activities.

Parent Company, Subsidiaries & Affiliates: any legal entity which is directly or indirectly controlling (Parent Company), controlled by (Subsidiary) or under common control (Affiliate) of a Partner provided that, for the purpose of this definition, "control" shall be constituted in case any of the following applies to either the legal entity or the Partner in relation to each other: (a) holding, whether directly or indirectly, a majority of the voting rights, (b) holding, whether directly or indirectly, more than 50% (fifty per cent) of the share capital, (c) having the right to appoint or remove a majority of the Partners of the board of directors or other management body, (d) having, by agreement, the right to exercise a majority of the voting rights.

Leaving Partner: a Partner of the Research Project who has given formal notice to other Partners of the decision to terminate its participation in the Research Project of pertinence.

Exploitation: the (direct or indirect) use of Results, Background or Sideground in further research activities other than those covered by the Research Project concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardization activities.

Fair and Reasonable conditions: the appropriate conditions, including possible (a) royalties and/or other types of consideration, or (b) royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the Results or Background or Sideground, to which Access Rights are requested, and/or the scope, duration or other characteristics of the use envisaged.

"**Intellectual Property**" or "**Intellectual Property Rights**": all intellectual property rights such as in patents, patent applications, industrial designs, copyrights, trademarks, trade names, brands, corporate names, internet domain name, trade secrets, know-how, formula, software, data base and other intellectual property rights, including rights that are unregistered, registered, filed, or applied for, and all rights and forms of protection of a similar nature that may exist anywhere in the world

Joint Research: a Research Project involving two or more Partners of Rome Technopole.

Partner: any public or private entity that is a Partner of a Joint Research.

Needed:

> **for the implementation of the Research Project**: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Partner would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
>
> **for Exploitation of own Results**: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

Non-commercial Research Activities: activities performed for internal research and sharing of knowledge within the Research Project purposes only or other not-for-profit purposes not involving the performance of services for a fee or the production or manufacture of products for sale to Third Parties and/or to one or more Partner(s).

Non-commercial Teaching Activities: activities performed for teaching and scholarly purposes not involving the performance of services for a fee or the production or manufacture of products for sale to Third Parties and/or to one or more Partner(s).

Public Entity: Partner that is a university or a public research organization.

Relevant Information: all information contained in Background, Sideground and Results.

Research Project: a project performed in the frame of Rome Technopole Foundation.

Results: any tangible or intangible outcome of the Research Project, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including Intellectual Property Rights.

Sideground: any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as Intellectual Property Rights — generated after the effective date of an Acceptance but outside the scope of the relevant Research Project that is identified in Acceptance – Attachment 1 as modified during the Research Projects by the Partners.

Software: a set of instructions capable, when incorporated in a machine-readable medium, of causing a machine having information-processing capabilities to indicate, perform or achieve a particular function, task or result.

Third Party: any legal entity that is not a Partner.

Article 1 – Confidential Information

1. All information in whatever form or mode of communication, which is disclosed by a Partner (the "Disclosing Partner") to any other Partner (the "Recipient") in connection with the Research Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 20 calendar days from oral disclosure at the latest as confidential information by the Disclosing Partner, is "Confidential Information".

2. All the Background and Sideground in Attachment 1 to the Acceptance shall be deemed as Confidential Information, unless otherwise expressed by the Disclosing Partner therein.

3. The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Acceptance, for a period of 10 years after the end of the Research Project or as long as defined by the Partners in Attachment 1:

a) not to use Confidential Information otherwise than for the purpose for which it was disclosed; not to disclose Confidential Information without the prior written consent by the Disclosing Partner;

b) to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

c) upon the written request of the Disclosing Partner, the Recipient will, at the Disclosing Partner's discretion, promptly return all the Confidential Information to the Disclosing Partner or destroy the Confidential Information and any other material (including, but not limited to, written material) containing or reflecting any information included in the Confidential Information and will not retain any copies, extracts or other reproductions in whole or in part of such material. For the sake of clarity, the return or destruction of all the Confidential Information shall have to be immediately confirmed in writing by the Recipient. The Recipient may retain a copy of the Confidential Information in the event it is required for the purposes of complying with applicable regulations or laws or existing internal compliance procedures (including as automatic back-up or cloud services), so long as it continues to be kept confidential in accordance with the terms and conditions hereof and delete such information if restored from a back-up. This clause (Art. 1.3.c) does not operate where the Confidential Information is necessary for the continuation of the Research Project.

4. The Recipients shall be responsible for the fulfillment of the above obligations on behalf of their employees or collaborators or Third Parties involved in the Research Project and shall ensure, by mean of a non-disclosure agreement for any Third Party or collaborator, that they remain so obliged, as far as legally possible, during and after the end of the Research Project and/or after the termination of the contractual relationship with the Recipients, according to the terms of the Acceptance.

5. Each Recipient shall promptly inform the relevant Disclosing Partner by written notice of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

6. With the exception of cases of gross negligence or willful misconduct, the Partners agree that, for each Research Project, possible claims for damages, both monetary (in the dual meaning of actual loss and loss of profit) and non-monetary, suffered by the Partners directly and/or with respect to damages suffered by their clients and/or third parties and arising from contractual, non-contractual

or other liability for breach of confidentiality obligations under this article shall in no case exceed, including all related costs or expenses, the amount allocated for the related Research Project, within the maximum amount of the funding received by the Partner for the activity to be performed in the Research Project

7. Without prejudice to the foregoing, each Public Entity undertakes to circulate Confidential Information within its own research group only and to enter into, prior to disclosing any Confidential Information to them, appropriate non-disclosure agreements with the relevant components of its own internal research group. In doing so, each Public Entity undertakes its responsibility to implement adequate barriers as well as procedures on the management of potential conflicts of interest in order to protect the Confidential Information of the other Partners.

8. In any case, Partners are not liable for the violations of confidentiality committed by other Partners.

Article 2 - Exceptions

1. The provision set out in Article 1 shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show in writing that:

a) the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

b) the Disclosing Partner subsequently informs the Recipient that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a Third Party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Partner;

d) the disclosure or communication of the Confidential Information is foreseen by provisions of the Acceptance;

e) the Confidential Information, at any time, was already in the Receiving Party's possession without restrictions at the time of its disclosure and/or is independently developed by the Receiving Party

f) information has been independently developed by Recipient's employees who did not have access to or the use of the Confidential Information disclosed by the Disclosing Partner hereunder, as may be demonstrated by objective evidence.

2. If any Recipient 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

a) notify the Disclosing Partner, and

b) comply with the Disclosing Partner's reasonable instructions to protect the confidentiality of the Confidential Information.

Article 3 – Ownership of Results

1. Results are owned by the Partner that generates them or on whose behalf such Results have been generated.

2. Partners do promptly inform each other about the achieving of Results. Moreover, the Partners generating the Results give other Partners access to them according to the Access Rights policy pursuant to Article 7.

3. In accordance with the best practices, the international standards and the European Commission guidelines, the Partners will promote the valorization of the Results and guarantee the protection of Intellectual Property, ensuring where possible open public access in the shortest possible time and with the least possible restrictions, complying with the "Open science" and "FAIR Data" principles.

Article 4 – Joint Foreground and Joint ownership

1. Two or more Partners engaged in a Joint Research generate a Joint Foreground (JF), which has a value that depends on the total contributions to Background (B) and Resources (R) (e.g., personnel or funding) by each Partner.

2. Therefore, each Partner's share of the Joint Foreground can be estimated applying the model reported in Annex B.

3. In case Partners do not agree with the model of Annex B for the estimation of the ownership of each Partner of the Joint Foreground, then Partners must agree — in writing — on the allocation of their joint ownership in a joint ownership agreement but, in case such agreement will not be achieved in a timely manner to allow a proper IP exploitation or IP protection measure, the two or more Partners own Results equally.

4. In order to mitigate risks of claim of ownership by Third Parties, if one or more Partners of the Research Project intend to involve Third Parties in the Research Project, such Partners must enter into an agreement with the Third Party, by mean of which the Partners bind the Third Party to waive its IP rights on Results. Lacking this agreement, Partners must refrain from using the Third Party to generate Results.

Article 5 – Ownership of Results

1. In any case one Partner envisages the opportunity to apply protection measures on a Joint Foreground, this Partner will inform the other Partners who shall agree on one of the alternatives listed below in order to apply the proposed protection measures (including patent application filing).

2. **Alternative n.1** - All Partners, before starting the Joint Research, agree that, in case there is the opportunity to apply protection measures on a Joint Foreground, the patent will be requested jointly among all the Partners declaring interest in the IPR protection – always taking into account that all

the Partners have the right to declare such interest and that anyway the moral paternity rights belong to the physical inventors and cannot be sold or alienated in any way.

The patent registration expenses will be shared among the Partners according to the respective percentages of the Joint Foreground, which are calculated with the algorithm provided in Art.4. The IPR will be consequently shared among the Partners applying for the patent in the same quota (i.e., in a percentage calculated as per Joint Foreground as detailed in Art.4)

In case a Partner would like to take over the IPRs of one or more of the other Partners, the related value of the Joint Foreground will have to be evaluated starting from an economic proposal coming from the Partner interested in said IPR, based on the percentages of the Joint Foreground of the relevant Research Project.

3. **Alternative n.2** – Partners, before starting the Joint Research, agree that, in case of a Joint Foreground on which there is the opportunity to apply protection measure, its value will be established “a priori” into a fixed fee to be recognized to the other Partners in order to acquire the full IPR ownership. Patenting expenses will be in charge to the IPR owner but the first patent application will be shared among all Partners such that all the participants involved in the patent will be legitimately and automatically identified as owners of moral paternity rights as already mentioned in Alternative 1.

In case this alternative is agreed among all Partners, the Partner willing to acquire full IPR ownership will buy the shares of IPR – for the value already agreed - within 90 days from the registration of the patent.

4. It is understood that, in case of urgency, each joint owner may act as common representative by proceeding with the filing and prosecution of a possible Intellectual Property right registration on joint Results, giving prior notice to the others in writing, it being understood that the notice must contain the reasons of urgency and that in this case the filing and/or prosecution of said Intellectual Property right shall be made by the joint owner and in the interest of all the concerned Partners, pursuant to Article 6 of the Italian Code of Industrial Property (Italian Legislative Decree No. 30/2005).

5. Pending the definition and signature of a joint ownership agreement:

a) each of the joint owners shall be entitled to use their jointly owned Results for Non-commercial Research Activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s). This use must not affect the protection or registration of Results in any way, nor the confidentiality obligations set out in Article 1. The possible specific regulation of the limits on the use of jointly owned Results in research activities shall be agreed by Partners once the steps of the Research Project allow to do so, with specific reference to drafting of Data Management Plan;

b) each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to Third Parties (without any right to sub-license), as well as exploiting confidentiality either directly or through Third Parties, if:

    i. prior written authorization is given by the other joint owner(s) within 60 calendar day from the request. The authorization shall not be unreasonably withheld; and

    ii. Fair and Reasonable compensation is given to other joint owner(s).

c) each of the joint owners shall be entitled to use their jointly owned Results for Non-commercial Teaching Activities on a royalty-free basis, under the condition that:

i. the joint owner who intends to use Results for a Non-commercial Teaching Activity shall inform the other joint owner(s) about it and make a request pursuant to the following provisions;

ii. request for Non-commercial Teaching Activity shall be made in writing at least 30 days before Non-commercial Teaching Activity is planned and has to be replied by the other joint owner(s) within 7 days;

iii. the other joint owner(s) may only postpone the Non-commercial Teaching Activity of the Partner in question upon reasonable grounds which shall be fully detailed in writing, failing to reply within the above term is considered tacit-approval;

iv. should the other joint owner(s) decide to postpone the Non-commercial Teaching Activity, this shall be postponed for a period of not more than 3 months from the date the Non-commercial Teaching Activity was programmed, in order to enable the filing of patent applications or the removal of the confidential information;

v. for the avoidance of doubt, letter c) of this paragraph shall not apply to internal activity (other than Non-commercial Teaching Activities) made within each joint owner's organization, provided that it must not affect the protection or registration of Results in any way, nor the confidentiality obligations set out in Article 1.

6. The joint owners may agree — in writing — to apply another regime that regulates joint ownership or a regime different from joint ownership.

Article 6 – Transfer of Results

1. Each Partner of a Research Project may identify in Attachment (2) of the Acceptance specific Third Parties it intends to transfer the ownership of its Results. Each Partner of the Research Project in question retains its right, by means of written notice to be sent to the other Partners of said Research Project, within 45 calendar days since the notice of Attachment 2, to veto the listing of one or more Third Parties if it can show that the Third Party is a direct competitor of said Partner and/or that the transfer would adversely affect its Access Rights or business. As an effect of the veto, the names of the Third Party in question shall be considered as deleted from Attachment 2 and any transfer of ownership of Results to such a Third Party will not be allowed.

2. Each Partner of a Research Project may make any addition to Attachment (2) after signature of the Acceptance document. In this event the other Partners of the Research Project in question retain the right to veto such addition pursuant to the terms and conditions set forth in paragraph 6.1.

3. The transferring Partner shall, however, at least 30 calendar days before to proceed with the transfer, inform in writing the other Partners: (i) of such transfer, (ii) of the name/company name and address of the Third Party to whom it desires to transfer the ownership of its Results (iii) of the price at which and the terms upon which it desires to transfer the same and shall ensure that such transfer will not affect the rights of the other Partners under the present guidelines.

4. Subject to paragraph 1, 2 and 3 above, each Partner may transfer ownership of its own Results, including its share in jointly owned Results, to specific Third Parties in Attachment (2) of the Acceptance.

5. Any other Partner participating to the Joint Research has the possibility to exercise, by means of written notice to be sent within 30 calendar days since the information received following paragraph 3 above, the right of first refusal at conditions that are better or equal to those applied to the Third Parties.

6. The obligations in paragraphs 1, 2 and 3 above apply only for as long as other Partners still have - or still may request - Access Rights to the Results.

7. Partners recognize that in the framework of a merger or an acquisition, it may be impossible under applicable EU and national laws on mergers and acquisitions for a Partner to give at least 30 calendar days prior notice for the transfer. It is understood that the Partner involved in M&A transactions regarding the sale of all of its capital stock or the sale of the majority of the same, undertakes, in any case, to promptly notify them as soon as possible, even after the closing of the M&A transaction, in order not to prejudice the rights of the other Partner.

Article 7 – Background and Sideground included

1. Partners shall identify the Background they intend to make accessible to each other in Attachment 1 to the Acceptance.

2. Partners may provide specific limitations on the Access to any of the Background identified in Attachment 1. These limitations shall be also expressed in Attachment 1.

3. Partners may add Sideground and additional Background to Attachment 1 during the Research Project provided they give written notice to the other Partners. However, approval of all the Partners is needed should a Partner wish to modify or withdraw its Background and/or Sideground in Attachment 1.

Article 8 – Access Rights

1. Any granted Access Rights must exclude any rights to grant access to Third Parties unless expressly stated otherwise. Where a Partner intends to share Results, Background and Sideground with Third Parties, for Research Project-related purposes, prior notice must be given to the other Partners, who have the right to exercise the power of veto against the sharing in the manner and upon conditions provided for in Article 6.1, subject, in any case, to the obligation to bind the Third Party to the same confidentiality rules set out in the present Guidelines.

2. Access Rights shall be free of any administrative transfer costs.

3. Access Rights are granted on a non-exclusive basis.

4. Access Rights to Results, Background and Sideground Needed for the implementation of the Research Project shall be granted on a royalty-free basis, unless otherwise agreed in Attachment 1 of the Acceptance.

5. Results, Background and Sideground shall be used only for the purposes for which Access Rights have been granted.

6. All requests for Access Rights shall be made in writing. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

7. A request for Access Rights may be made up to twelve months after the end of the Research Project.

8. The requesting Partner must show that the Access Rights are Needed.

Article 9 - Access for Rights exploitation

1. Access Rights, if Needed for Exploitation of a Partner's own Results, shall be granted on Fair and Reasonable conditions and according to the DNSH principle.

2. Access Rights Needed for Non-Commercial Research Activities shall be granted on a royalty-free basis, unless otherwise agreed in Attachment 1 of the Acceptance.

3. Access Rights to Results for non-commercial Teaching Activities will be granted on a royalty-free basis and are subject to Results protection and to the procedure outlined in Article 5, paragraph 5 letter c.

4. For the avoidance of doubt, the Access Rights exploitation is also regulated under Article 8 insofar as the provisions contained therein are not derogated by this Article.

Article 10 - Access Rights for Parent Company, Subsidiaries & Affiliates

1. Parent Company, Subsidiaries & Affiliates of a Partner may have Access Rights. Attachment 3 to the Acceptance will identify the Parent Company, Subsidiaries & Affiliates of each Partner, if any, which shall benefit of Access Rights. It is understood that each Partner may amend Attachment 3, subject to prior notice and to the compliance with the conditions set forth in this Article.

2. Any Partner hereby retain its right, by means of written notice to be sent within 45 calendar days since the notice of Attachment 3, to veto the grant of Access Rights to the listed Parent Company, Subsidiaries & Affiliates if it can show that the Parent Company, Subsidiary or Affiliate is a direct competitor thereof and/or that such grant of Access Rights would adversely affect its Access Rights or business. As an effect of the veto, the name of the Parent Company, Subsidiary or Affiliate in question shall be considered as deleted from Attachment 3 and no such Access Right shall be granted.

3. Such Access Rights must be requested by the Parent Company, Subsidiaries & Affiliates from the Partner(s) that holds the Relevant Information. Alternatively, the Partner(s) granting the Access Rights may individually agree with the Partner requesting the Access Rights to have the Access Rights include the right to sublicense to the Parent Company, Subsidiary or Affiliate.

4. Access Rights to Parent Company, Subsidiaries & Affiliates shall be granted on Fair and Reasonable conditions and upon written bilateral agreement which may include the right of sublicensing, and according to the DNSH principle.

5. Parent Company, Subsidiaries & Affiliates which obtain Access Rights in return fulfil all confidentiality obligations accepted by the Partners as if such entities were Partners.

6. Access Rights granted to Parent Company, Subsidiaries & Affiliates are subject to the continuation of the Access Rights of the Partner to which the Parent Company, Subsidiary or Affiliate is related, and shall automatically terminate upon termination of the Access Rights granted to such Partner.

7. Upon cessation of the status as Parent Company, Subsidiary or Affiliate, any Access Rights granted to such former entity shall lapse. Further arrangements with Parent Company, Subsidiaries & Affiliates may be negotiated in separate agreements.

8. For the avoidance of doubt, Access Rights for Parent Company, Subsidiaries & Affiliates are also regulated under Articles 8 and 9 insofar as the provisions contained therein are not derogated by this Article.

Article 11 – Partners leaving the Project

1. Access Rights granted to a Leaving Partner and such Partner's right to request Access Rights shall cease immediately upon receipt by the other Partners of the formal notice of the decision to terminate its participation in the Research Project. Any Leaving Partner shall continue to grant Access Rights pursuant to these Guidelines as if it had remained a Partner for the whole duration of the Research Project.

Article 12 – Specific Provisions for Access Rights to Software

1. For the avoidance of doubt, the general provisions for Access Rights provided for in the previous Articles are applicable also to Software. Partners' Access Rights to Software do not include any right to receive source code or object code ported to a certain hardware platform or any right to receive respective Software documentation in any particular form or detail, but only as such documentation (excluding in any case source code and object code) is available from the Partner granting the Access Rights, if Needed.

Article 13 – Miscellaneous

1. Each Partner shall implement its tasks in accordance with the Acceptance and shall bear sole responsibility for ensuring that its acts within the Research Project do not infringe, as per its best knowledge, third parties' (including other Partners) property rights.

2. Each Partner is the sole responsible for any infringement carried out by himself. In case of third parties' (including other Partners) claims against other Partners, the infringing Partner – in case of proven fault – shall indemnify and hold them harmless.

3. All disputes related to the interpretation, validity, effectiveness of these Guidelines and of any subsequent agreement shall be subject to the Italian Law and assigned to the exclusive jurisdiction of the Court of Rome.

ANNEX A – DECLARATION OF DNSH

ANNEX B: Model for the Joint Foreground calculation

The most general case, in which the research activity is carried out in a collaborative manner between n Parties, is considered.
Joint Research between the Parties produces a Joint Foreground (JF), the value of which depends on the overall contributions of Technical-Scientific Background (B) and Resources (R) (in terms of financial resources or research personnel that must be appropriately declared and qualified) by the Partners.

Therefore, once said:
1. VJF the total value of JF,
2. VB the total value of B,
3. VR the total value R

It comes:

$$VJF = VB + VR \quad (1)$$

Each i-th Party commits its Technical Scientific Background (Bi) and its own Personal or Financial Resources (Ri) necessary to carry out the Joint Research. The overall technical-scientific background (B) necessary for the conduct of Joint Research consists of the Background possessed by each Party. Therefore, the value of the total technical-scientific background (VB) is given by the sum of the technical-scientific background values of each
Part (VBi):

$$VB = \Sigma i\ VBi \quad (2)$$

The total Resources (R) needed to carry out Joint Research consist of the Resources owned by each Party. Therefore, the value of Total Resources (VR) is given by the sum of the values of the Resources of each Part (VRi):

$$VR = \Sigma i\ VRi \quad (3)$$

The value of the Joint Foreground owned by the i-th Subject (VJFi) is obtained by calculating the share due to it in relation to the contribution in terms of technical-scientific background and in terms of Resources that the same Subject has committed to Joint Research, weighted by the relative value of the total technical-scientific background and the Resources fully committed:

$$VJFi = VBi\ VB / VJF + VRi\ VR / VJF \quad (4)$$

$$VJF = \Sigma i\ VJFi \quad (5)$$

The value thus obtained defines the ownership share of the Joint Foreground of the i-th Subject on the basis of the table "Percentages of ownership of the Joint Foreground" which is shown below:

Category	VJFi from formula (4) (%)	Joint Foreground Ownership

A	< 10%	None
B	25% +/- 15%	1/4
C	41% - 60%	Equal among parties
D	75% +/- 15%	3/4
E	> 90%	Total