

**AGREEMENT no. 260/ZU/2017/ZTE**

**BETWEEN**

**INSTITUTE OF AVIATION**

**AND**

**NEVADA INSTITUTE FOR AUTONOMOUS SYSTEMS**

The **Institute of Aviation** referred to individually as "**IoA**", and the **Nevada Institute for Autonomous Systems** referred to individually as "**NIAS**", hereinafter referred to as the "**Parties**";

Recognizing that the challenges of stimulating technological innovation, research and development are of mutual concern to both Parties;

Considering the mutual interest in making progress in the field of technological innovation, research or development (hereinafter referred to as "**Innovation**") and the resulting advantages for both Parties and their States;

Resolving to undertake a sustained effort to promote and support Innovation between businesses, corporations or other entities (hereinafter referred to as "**Entity**" or "**Entities**") from the **IoA** and from the **NIAS**;

Have reached the following Agreement:

**Article I - Objectives and Scope**

1. The Parties determine that the objectives of this Agreement are:
  - (a) To promote activities of their respective relevant technological or industrial sectors in the **IoA** and in the **NIAS** to intensify mutual cooperation in Innovation.
  - (b) To facilitate the identification of specific projects, partnerships or collaborations between Entities from the **IoA** and from the **NIAS** that could lead to cooperation in Innovation.
2. The implementation of this Agreement and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures, programs, benefit plans and mechanisms as applicable.
3. The activities of each Party carried out pursuant to this Agreement, will be subject to the availability of funds and other resources.

## **Article II - Cooperation Authorities**

1. The Parties shall be in charge of the implementation of this Agreement and each Party shall bear its own costs and expenditures that it might incur in the course of carrying out activities pursuant to this Agreement.
2. Each Party will designate a program champion and will notify this appointment in a separate written notice to the other Party.
3. The Parties declare a following intensity of working meetings to be organized every year by:
  - (a) **NIAS** in March and December;
  - (b) **IoA** in June and September.

## **Article III - Projects**

1. The Parties within their competence and in accordance with their respective applicable internal laws, regulations, rules, procedures, programs, benefit plans and mechanisms shall facilitate, support and encourage cooperation projects in innovation undertaken by **IoA** and **NIAS**, for joint development of innovative products or processes based on new innovative technologies to be commercialized in their domestic or global market (hereinafter referred to as the "Project" or the "Projects").
2. Each Entity participating in a Project will be subject to the provisions of the applicable internal laws, regulations, rules, procedures, programs, benefit plans and mechanisms of its respective Party or of its state with respect to assistance and funding of Innovation provided by its own Party, including the level of support and the terms and conditions under which that support may be provided, and if applicable, the obligation to pay royalties.
3. The facilitation and stimulation of cooperation between the Parties in the framework of this Agreement (including cooperation Projects) may comprise, inter alia, the following forms and methods:
  - (a) Solicitation of bilateral Calls for Proposals for joint Projects;
  - (b) Dissemination of information and organization of meetings for Entities from the **IoA** and from the **NIAS** to provide opportunities for cooperation;
  - (c) Performance of other activities to promote possibilities for cooperation

in Innovation between Entities from **IoA** and the **NIAS**.

(d) Establishing a Centre of Excellence to provide a focal point for knowledge acquisition and management, with the overall goal being the ability to capture new knowledge and practices from inside and outside of both organizations for the purposes of the sharing of best practices for fostering Innovation, Entrepreneurship and Ecosystems to enhance markets, venture capital development and collaboration between both states.

4. All details of cooperation including inter alia: financial liabilities and settlements, detailed tasks, goals, scope of work, etc. shall be defined further in separate agreements to be concluded in writing by the Parties.

#### **Article IV – Confidentiality**

1. To the extent authorized by the law, the parties may wish, from time to time, in connection with this Agreement, to disclose confidential information to each other (“Confidential Information”).
2. Each party will use reasonable efforts to prevent the disclosure of any of the other party’s Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient party’s obligation shall not apply to information that:
  - (a) is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (20) days of disclosure;
  - (b) is already in the recipient party’s possession at the time of disclosure thereof;
  - (c) is or later becomes part of the public domain through no fault of the recipient party;
  - (d) is received from a third party having no obligations of confidentiality to the disclosing party;
  - (e) is independently developed by the recipient party; or
  - (f) is required by law or regulation to be disclosed.

3. In the event that information is required to be disclosed pursuant to subsection f. and to the extent authorized by the law, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

#### **Article V - Final Provisions**

1. This Agreement shall be effective as of the date of the last-executed signature below.
2. Each Party is entering into this Agreement within its own domestic authority and in accordance with relevant internal rules and laws, if applicable.
3. This Agreement shall remain in force until either Party terminates it. Either Party may terminate this Agreement by written notification to the other Party.
4. This Agreement may be amended, in writing, by mutual agreement of the Parties.
5. The amendment or termination of this Agreement shall not affect the continuation of arrangements already concluded pursuant to this Agreement.
6. Neither Party shall use the name, trademark, or logo of the other Party for any purpose, whether in relation to any advertisement or any other form of publicity, without the prior written consent of the other Party.

For and behalf of **IoA**:

For and behalf of **NIAS**:

*date* \_\_\_\_\_

*date* \_\_\_\_\_

In Witness Whereof, the undersigned, being duly authorized, have signed this Agreement.