

**AGREEMENT  
ON COOPERATION, PROTECTION AND USE  
OF INTELLECTUAL PROPERTY RIGHTS**

**Republican Unitary Branch Enterprise «Institute of Plant Protection» (Belarus)  
and  
Institute of Field and Vegetable Crops (Сербия),**

together hereinafter referred to as the Parties, and each separately referred to as the Party, have signed the following Agreement.

**Subject of the Agreement**

This Agreement defines the conditions applicable to the results of scientific research carried out in the framework of scientific and technical cooperation between the Parties and within the validity term of this cooperation, as well as rules for the distribution, protection and use of rights to intellectual property created and transmitted through such collaboration in the framework of the project

**«Biological control of seed-borne oil crops diseases».**

**Article 1. Mutual Information**

1.1. The Parties shall promptly inform each other about the ongoing work on the project and results obtained of joint research, including those capable of legal protection, for consistent decision-making to ensure the legal protection of these results and intellectual property created.

1.2. The Parties shall exchange scientific publications and other materials relating to joint activities, information on research activities carried out in the organizations – cooperation partners, and will invite the interested representatives of the other Party to participate in these activities.

**Article 2. Results Ownership and Protection**

2.1. Each Party remains the owner of the patented or unpatented results, which were obtained by it before the signing of this Agreement or to be obtained as results of work performed outside the scope of this Agreement.

2.2. Patented or unpatented results, including software and databases, obtained in the framework of joint activities may be considered as joint ownership of the Parties in accordance with the contribution made by each of the Parties, unless otherwise been stated.

2.3. The Parties shall consult with each other in order to take all necessary measures for the legal protection of the results obtained, including by filing applications for protection certificates for industrial property rights for the results which can become the subject to such protection.

2.4. Each Party has the right to use the patented or unpatented results obtained in the framework of the Agreement free of charge for its own scientific purposes.

**Article 3. Exploitation of the Results**

3.1. The Parties shall immediately take all measures necessary for the practical use of the results obtained. They shall jointly determine how to use the protection certificates and the rights to protected intellectual property in the countries concerned.

3.2. The Parties shall strive to ensure that obtained intellectual property rights are used, as far as possible, on a commercial basis and in a reasonable time.

#### **Article 4. Publications**

4.1. Each Party has the right to publish the final or intermediate results obtained in the framework of joint activities by prior agreement in writing with the other Party and under conditions to avoid premature disclosure of the nature of patentable results or the possibility of infringement of third party rights.

4.2. Each Party shall determine as soon as possible what kind of information obtained as a result of joint activities or arising out of that, the Party would not want to publish, for example:  
 information unknown to experts in the field or inaccessible through official channels;  
 information of actual or potential commercial value associated with its confidential nature;

information in respect of which the authorities of the states concerned have taken the necessary measures to ensure its confidentiality.

#### **Article 5. Confidentiality**

5.1. The Parties undertake to ensure the confidentiality of information about the course of joint research and results obtained, as well as in relation to intellectual property created or transferred in the course of cooperation.

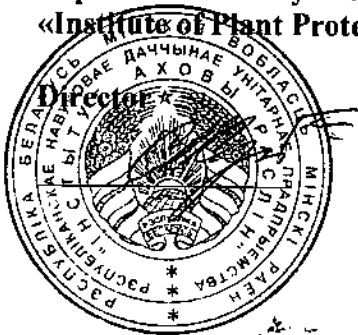
5.2. The Party receiving confidential information created or received under the joint activity must comply with its confidentiality.

5.3. Any publication or other disclosure of confidential information by any Party must be preliminary agreed in writing with the other Party. The Party to which the request is directed shall inform the requesting Party about its decision within one month from the date of receipt of the request. After this term has expired the request shall be considered approved. This provision is valid for six months after the expiration of this Agreement.

#### **Final Provisions**

This Agreement is made in both the English and Russian languages in two copies of equal legal force, one copy for each Party, and shall be valid from the date of signature until 31 December 2019, that below is certified by the signatures of the Parties authorized representatives.

For  
**Republican Unitary Branch Enterprise  
 «Institute of Plant Protection» (Belarus)**



**Sergei Soroka**

For  
**Institute of Field and Vegetable Crops  
 (Serbia)**



**Jan Turan**