

**COOPERATION AGREEMENT ON REALIZATION OF
JOINT RESEARCH PROJECT "EFFECT AND RELATIONSHIP OF
ACUPUNCTURE ANALGESIA AND AUTONOMIC NERVE FUNCTION
REGULATION"**

between

**SAINT-PETERSBURG UNIVERSITY,
RUSSIAN FEDERATION**

and

**INSTITUTE OF ACUPUNCTURE & MOXIBUSTION, CHINA ACADEMY OF
CHINESE MEDICAL SCIENCES, PEOPLE'S REPUBLIC OF CHINA**

Federal State Budgetary Educational Institution of Higher Education "Saint-Petersburg State University" (hereinafter referred to as SPbU), duly represented by its Vice-Rector for Research Sergei Mikushev, acting on the basis of proxy dtd. April 15, 2019 No. 28-21-169.

and

Institute of Acupuncture & Moxibustion, China Academy of Chinese Medical Sciences (hereinafter referred to as Institute of Acupuncture & Moxibustion, CACMS), represented by its Director Jing Xianghong, hereinafter together referred to as the "Parties" and solely to as the "Party", enter into this Cooperation Agreement on realization of joint research project "Effect and relationship of acupuncture analgesia and autonomic nerve function regulation" (hereinafter referred to as "Agreement") and agree to the following:

1. OBJECTIVES OF THE AGREEMENT

1.1 The cooperation object in the present Agreement is to establish the research Project based on mutual existing teaching and research resources. The project is devoted to the study of the relationship of the autonomic nervous system and acupuncture analgesia in humans. The Project develops knowledge on the research methods of autonomic nerve function evaluation, and discuss with the partners in effect of endorphin in autonomic nerve function regulation.

1.2 This cooperation shall include but not be limited to:

- a) conducting joint research activities;
- b) organisation of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
- c) academic and scientific exchange;
- d) exchange of publications and other informational materials of common interest.

**2. DISTRIBUTION OF RESEARCH RESULTS AND INTELLECTUAL
PROPERTY RIGHTS**

2.1 Each Party retains full and total ownership of its own knowledge, invention, discovery, data and information generated outside the scope of the program.

- 2.2 Each Party shall remain owner of any invention, discovery of results that have been made solely by such Party or such Party's employees and shall each have the right to file patent application with respect to said invention solely owned by it.
- 2.3 Each Party shall promptly report to the others each invention, discovery or any Results arising from each Party's work under the Program.
- 2.4 Inventions, discovery or Results which are made jointly by employees of the Parties and/or by providing material shall be deemed "joint invention" and shall be jointly owned by the parties involved, hereinafter referred to as "Co-Owner", proportionally to their intellectual, human, material and financial contributions. Such Joint Invention shall be treated as confidential and proprietary to such Parties and shall be used only in accordance with this Agreement. Application for patents or other industrial property titles for Joint Inventions shall be filed in the joint names of the Parties Co-Owners.
- 2.5 The Co-Owners shall agree on a case by case basis on the best manner to protect such Joint Inventions. It being already agreed that (1) The "lead inventor" Party shall have responsibility for the preparation, the filing and the prosecution of any patent application and (b) the Co-Owners shall share the expense for the preparation, the filing and the prosecution of any patent application, according any comment, suggestion and/or recommendation of the other Co-Owners and shall keep them informed on a regular basis, of the status of the Joint Invention applications.
- 2.6 During this Agreement and an additional period of three years, each Party agrees to treat as strictly confidential any Confidential Information received from the other Parties or resulting from the Program, and in particular the Results. Each Party shall be and remain the sole owner of its own Confidential Information.
- 2.7 All data, information or Results generated by the Parties during the conduct of the Program may be published or communicated by common consent and shall mention contribution of each party and of any scientists who had intellectual contribution to the data and information to be disclosed in any publication by co-authorship or acknowledgement whichever is appropriate. The Party wishing to publish or otherwise publicly disclose data and information relating to the Agreement, and/or the Results or Joint Inventions shall first submit a draft of the proposed manuscripts to the other Party for review, prior to any submission for publication or other public disclosure. Such Party shall submit a draft of the proposed manuscript at least thirty (30) days prior to submission for publication or presentation. Within the thirty (30) days period, the receiving Party shall advise the submitting Party of, and the submitting Party shall take appropriate action, to protect any Confidential Information arising out of this Agreement and /or the Results and Joint inventions. Appropriate action shall include delaying publication to permit patent filings or modifications of the publication to remove Confidential Information. Without reply of the other Parties within this period, approval shall be deemed to be given.
- 2.8 Neither Party shall use the name of the other Parties of any contraction or derivative thereof or of the other party's faculty members, employees, or students, as applicable, in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other Parties.

3. DURATION AND TERMINATION OF THE AGREEMENT

- 3.1. The Agreement shall become effective on the date that it is signed by the Parties and shall be valid during the period from 2019 till 2020, but may be renewed upon the written mutual consent.
- 3.2. Any changes to the Agreement shall be subject to the written consent of both Parties.

3.3. This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination.

4. AUTHORIZED REPRESENTATIVES

4.1 Institute of Acupuncture & Moxibustion, CACMS and SPbU jointly coordinate the implementation of the activities of the Project.

4.2 Each Party selects and proposes its responsible person to coordinate the present Agreement in implementation of the Project.

4.3 SPbU proposes Baranova Tatiana Ivanovna, scientific group Of System Adaptations, Department of General Physiology in SPbU;

4.4 Institute of Acupuncture & Moxibustion, CACMS proposes Wang Xiao-Yu, Meridian research center in Institute of Acupuncture & Moxibustion, CACMS.

5. FINAL PROVISIONS

5.1 Should any dispute or disagreement arise between the Parties connected with or concerning the Agreement, the Parties shall first try to resolve the dispute by negotiations. If the dispute has not been resolved by such negotiations within 30 days since the dispute arose, the Parties shall be free to submit the dispute to a court of the respondent's place of business. The applicable law is law of the country where the questionable commitment arose.

5.2 Both Parties shall not use names and logos of the other Party without its prior consent, if it is not directly related to the performance of obligations under this Agreement.

5.3 Two copies of this Agreement are signed in English, one copy for each Party.

On behalf of

Institute of Acupuncture & Moxibustion,
China Academy of Chinese Medical Sciences




Jing Xianghong

Director

Date: 2019.12.09

On behalf of

Federal State Budgetary Educational
Institution of Higher Education
"Saint-Petersburg State University"




Sergei Mikushev

Vice-Rector for Research

Date: 06.11.2019