



UNIVERSITÀ
DI PISA

ENGLISH

**AGREEMENT BETWEEN THE INTERDEPARTMENTAL RESEARCH CENTER
FOR NUTRACEUTICALS AND FOOD FOR HEALTH – NUTRAFOOD – OF THE
UNIVERSITY OF PISA AND THE SHIOLOGY CENTER OF REMNIN UNIVERSITY
(CHINA)**

In the year 2025, on the 30th day of the month of October, in Haikou (Hainan – China),

BETWEEN

The Interdepartmental Research Center for Nutraceuticals and Food for Health – NUTRAFOOD – of the University of Pisa, with registered office at Via del Borghetto, 80, 56124 Pisa (PI), Italy, Tax Code 80003670504, VAT No. 00286820501, hereinafter referred to as “NUTRAFOOD”, represented by its acting Director, Professor **Andrea Serra**,

AND

The Shiology Center of Remnin University (China), located at 59 Zhongguancun Street, Haidian District, Beijing, China, 100872, hereinafter referred to as “SHIOLOGY”, represented by Professor **Liu Guangwei**.

WHEREAS

- **NUTRAFOOD** aims to promote, coordinate, and conduct interdisciplinary research on topics relating to the nutraceutical properties of food, human and

animal nutrition, with reference to substances that may have preventive and/or therapeutic effects on human and animal diseases, both as naturally present in food and as individual active factors. The attention of the Nutrafood center includes the condition able to enhance nutritional contents in the overall food processes including the socio-economic aspects and policies related to them

- **SHIOLOGY** focuses on the study of food demand and acquisition and pursues three main goals: to extend individual health and life expectancy, to optimize social order, and to maintain population continuity. SHIOLOGY also seeks to address the global food crisis and to foster international cooperation in this field.

CONSIDERING THAT

1. NUTRAFOOD and SHIOLOGY wish to establish collaborative relations on topics of mutual interest and intend, through this Agreement, to regulate such collaboration.
2. The founding regulation of NUTRAFOOD allows collaboration with other universities and research institutions, which must be formalized through specific agreements.
3. This Agreement establishes a general framework; specific projects and activities will be governed by separate *Implementing Acts*, which shall form an integral part of this Agreement.
4. The Parties agree to adapt the contents of this Agreement to any future legislative or regulatory developments that may occur during its validity.

5. The purpose of this Agreement is to enhance the organization and effectiveness of scientific and technical cooperation, for the mutual benefit of both Parties.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1 – Duration and Scope

The Parties hereby establish a collaborative relationship with the following objectives:

- to pursue research, cooperation, development, innovation, and training activities, particularly in the fields referred to in the preamble, and related areas
- to establish a **SHIOLOGY Centre in Italy**, within the University of Pisa in the frame of the Nutrafood Pisa centre
- this Agreement has been read, accepted, and signed by the Parties
- the recitals above form an integral and substantial part of this Agreement.

Article 2 – Areas of Cooperation

Collaboration between NUTRAFOOD and SHIOLOGY, within their respective institutional competencies, shall be implemented through specific Implementing Acts, covering:

- organization of joint courses, internal seminars, and national or international workshops on topics of mutual interest (the Parties shall seek internal or external funding to support such activities)
- active scientific and technical cooperation to achieve common goals
- development of joint research projects
- joint research activities identifying areas where each Party can contribute scientific or technical expertise to achieve shared objectives.

Article 3 – Participation

1. The Parties shall designate members of the joint working groups according to the expertise required for each activity, as specified in subsequent agreements.
2. Each Party shall participate in the activities under this Agreement without any additional financial burden.

Article 4 – Contents of Implementing Acts

Each Implementing Act shall include, as a minimum:

identification of the contracting Parties and their representatives

- the specific subject matter and detailed description of activities to be undertaken
- the timeline and place of execution
- designation of scientific supervisors
- insurance coverage
- participation of third parties, if any
- ethical code compliance
- reporting and dissemination of results
- ownership of results and intellectual property rights
- data protection provisions
- duration and termination clauses
- tax and fiscal obligations;
- reference clause to this Agreement for any matters not expressly governed therein
- signatures of the Parties' authorized representatives.

Article 5 – Intellectual Property Rights

Without prejudice to the moral rights of authors and inventors as recognized by applicable law, and to the right of each Party to use the results of the activities for its institutional purposes, the Parties agree that specific provisions regarding ownership, use, and exploitation of results, prototypes, or other outputs shall be defined in each Implementing Act, taking into account the objectives and contributions of the respective Parties.

Article 6 – Confidentiality

1. The Parties undertake to maintain strict confidentiality regarding all data, documents, and information belonging to either Party that they may acquire in connection with this Agreement and shall not reproduce or disclose such information to third parties.
2. The Parties shall ensure that their personnel and any collaborators involved in the execution of the activities comply with the same confidentiality obligations.

Article 7 – Agreement Coordinators

1. NUTRAFOOD designates as its representative and coordinator, the Director of NUTRAFOOD, in the person today of **Professor Andrea Serra**.
2. SHIOLOGY designates **Professor Liu Guangwei** as its representative and coordinator.
3. Either Party may replace its coordinator by providing written notice to the other Party.

Article 8 – Duration, Termination, and Amendments

1. This Agreement shall enter into force on the day following its signature and shall remain valid for **three (3) years**, automatically renewable unless terminated by either Party with at **least thirty (30) days' written notice**.

2. Termination of this Agreement shall not automatically terminate any Implementing Acts in force at that time, which shall continue until completion or termination in accordance with their respective provisions.
3. Any amendment to this Agreement shall be made in writing and shall become effective upon signature by both Parties.

Article 9 – Liability

1. NUTRAFOOD shall indemnify and hold SHIOLOGY harmless from any liability or claim arising from acts or omissions of NUTRAFOOD's personnel in connection with activities under this Agreement.
2. SHIOLOGY shall likewise indemnify and hold NUTRAFOOD harmless from any liability or claim arising from acts or omissions of SHIOLOGY's personnel in connection with activities under this Agreement.

Article 10 – Ethical Code

1. The Parties acknowledge and undertake to comply with each other's codes of ethics.
2. Any breach of the provisions contained therein shall constitute a material breach of this Agreement and shall entitle the non-breaching Party to terminate it by written notice.

Article 11 – Data Protection

The Parties acknowledge that personal data related to this Agreement shall be processed exclusively for the purposes connected with its execution and in compliance with applicable data protection laws. Any communication or disclosure of such data shall require specific consent, to be provided in the relevant Implementing Acts.

Article 12 – Financial Provisions

1. The Parties shall render their services under this Agreement on a non-remunerative basis.
2. Each Party shall bear the costs of its own activities, providing the necessary resources from its own funds.

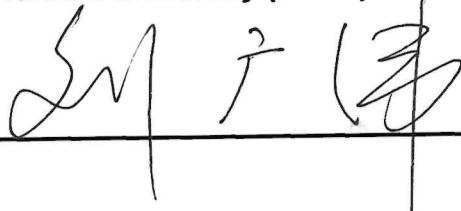
IN WITNESS WHEREOF,

this Agreement is signed, in two originals, one for each Party.

For NUTRAFOOD – University of Pisa Professor Andrea Serra Director,
NUTRAFOOD



For SHIOLOGY – Remnin University (China) Professor Liu Guangwei





CHINESE

比萨大学营养保健品与健康食品跨系研究中心——**NUTRAFOOD**——与中国人民大学
食学研究中心框架协议

2025年10月30日，于（中国海南省）海口市签订

签订双方

比萨大学营养保健品与健康食品跨部门研究中心（以下简称"NUTRAFOOD"），注册地址位于 Via del Borghetto, 80, 56124 Pisa (PI), Italy, 税号 80003670504, 增值税号 00286820501，由代理主任 **Andrea Serra** 教授代表

与

中国人民大学食学研究中心（以下简称"人大食学中心"），注册地址：中华人民共和国北京市海淀区中关村大街 59 号，邮编：100872，由刘广伟主任代表

鉴于

- **NUTRAFOOD** 旨在推广、协调和开展关于食品的营养保健品特性、人类与动物营养学的跨学科研究，重点关注食物中天然存在或作为独立活性因子，可能对人类和动物疾病具有预防和/或治疗作用的物质。Nutrafood 中心的关注范围包括在整个食品过程中提升营养含量的条件，以及相关的社会经济方面和政策。

- 人大食学中心专注于研究食物需求与获取，并追求延长个体寿期、优化社会秩序、使种群可持续。人大食学中心亦致力于应对全球食物危机并推动该领域的国际合作。

考慮到

1. NUTRAFOOD 与人大食学中心希望就共同感兴趣的议题建立合作关系，并拟通过本协议规范此类合作。
2. NUTRAFOOD 的成立章程允许与其他大学和研究机构合作，此类合作必须通过具体协议正式化。
3. 本协议确立了一个总体框架；具体项目和活动将由单独的《执行协议》管辖，该等《执行协议》应构成本协议的组成部分。
4. 双方同意在本协议有效期内，根据未来可能出现的任何立法或监管变化调整本协议内容。
5. 本协议旨在为了双方的利益，加强科技合作的组织性与有效性。

据此，双方达成协议如下：

第一条 - 期限与范围

双方特此建立合作关系，目标如下：

- 开展研究、合作、发展、创新及培训活动，特别是在序言所述及相关领域内
- 在比萨大学 Nutrafood 中心框架内，**设立意大利食学中心**
- 本协议已由双方阅读、接受并以签署
- 前述条款构成本协议不可分割的实质组成部分。

第二条 - 合作领域

NUTRAFOOD 与 人大食学中心 在各自机构权限范围内的合作，应通过具体的《执行协议》实施，涵盖：

- 组织关于共同感兴趣议题的联合课程、内部研讨会及国内或国际工作坊（双方应寻求内部或外部资金支持此类活动）
- 为实现共同目标而进行的积极科技合作
- 联合研究项目的开发
- 确定各方可为实现共同目标贡献其科技专长的领域，并开展联合研究活动。

第三条 - 参与

1. 双方应根据每项活动所需的专业知识，按照后续协议的规定，指定联合工作组的成员。
2. 任何一方参与本协议项下的活动，均不应产生任何额外的财务负担。

第四条- 《执行协议》内容

每份《执行协议》至少应包括：

缔约方的身份信息及其代表

- 拟开展活动的具体主题与详细说明
- 执行时间表与地点
- 科学主管的指定
- 保险范围
- 第三方参与（如有）
- 道德规范合规
- 成果的报告与传播

- 成果所有权与知识产权
- 数据保护条款
- 期限与终止条款
- 税务及财政义务
- 对于未明确约定事项，援引本协议的条款
- 双方授权代表的签字

第五条- 知识产权

在不损害适用法律承认的作者和发明人精神权利，以及各方为机构目的使用活动成果的权利的前提下，双方同意，关于成果、原型或其他产出的所有权、使用和开发的具体规定应在每份《执行协议》中界定，并考虑各方的目标与贡献。

第六条 - 保密

1. 双方承诺对因本协议可能获取的属于任何一方的所有数据、文件及信息严格保密，不得向第三方复制或披露此类信息。
2. 双方应确保其人员及任何参与活动执行的合作方遵守相同的保密义务。

第七条 - 协议协调人

1. NUTRAFOOD 今日指定 NUTRAFOOD 主任，即 **Andrea Serra 教授**，作为其代表和协调人。
2. 人大食学中心指定刘广伟主任作为其代表和协调人。
3. 任何一方均可通过书面通知另一方更换其协调人。

第八条 – 期限、终止与修订

1. 本协议自签署之次日起生效，有效期为三 (3) 年，除非任何一方提前至少三十 (30) 天发出书面通知终止，否则协议自动续期。
2. 本协议的终止不自动终止当时有效的任何《执行协议》，该等《执行协议》应根据其各自条款继续有效，直至完成或终止。
3. 对本协议的任何修订均应以书面形式作出，并在双方签字后生效。

第九条 – 责任

1. NUTRAFOOD 应赔偿并使人大食学中心免受因 NUTRAFOOD 人员在与本协议活动相关的行为或不作为所引起的任何责任或索赔的损害。
2. 人大食学中心同样应赔偿并使 NUTRAFOOD 免受因人大食学中心人员在与本协议活动相关的行为或不作为所引起的任何责任或索赔的损害。

第十条 – 道德规范

1. 双方承认并承诺遵守彼此的道德规范。
2. 对其中任何条款的违反即构成对本协议的实质性违约，守约方有权通过书面通知终止本协议。

第十一条 – 数据保护

双方确认，与本协议相关的个人数据将仅出于与本协议执行相关的目的进行处理，并遵守适用的数据保护法律。任何此类数据的通信或披露均需获得特定同意，该同意应在相关《执行协议》中提供。

第十二条 – 财务条款

1. 双方在本协议项下提供的服务均基于非报酬原则。