



MATERIAL TRANSFER AGREEMENT
BETWEEN
AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES
CIENTÍFICAS, M.P.
and Department of Agriculture Food Natural Science Engineering
(DAFNE)
University of Foggia

Madrid, 27 May 2021

On one side, **CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS, M.P.**, with Spanish tax code number Q2818002D, having its registered address in calle Serrano 117, 28006 Madrid (Spain) represented by Mr. José Pérez Martín in his capacity as Director of the CSIC centre INSTITUTO DE BIOLOGÍA FUNCIONAL Y GENÓMICA, acting on behalf of CSIC by virtue of the power conferred by Resolution dated 21 January 2021 (BOE of 28 January 2021) (**hereinafter referred to as the “Provider”**).

On the other side, Dipartimento di Scienze Agrarie, Alimenti, Risorse Naturali e Ingegneria (DAFNE), UNIVERSITÀ DEGLI STUDI DI FOGGIA (hereinafter referred to as the Client), with National Tax Code Number 03016180717 located at via Napoli 25, Italy, represented by Ms. Milena Grazia Rita Sinigaglia in his capacity as Director of the Department, acting on behalf of UNIVERSITÀ DEGLI STUDI DI FOGGIA by virtue of the power conferred by the Rector of the University (**hereinafter referred to as the “Recipient”**).

The Provider and the Recipient are individually referred to hereinafter as the “Party” and collectively as the “Parties”.

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this agreement and to that effect they state the following:

WHEREAS

- I. The Provider, through the INSTITUTO DE BIOLOGÍA FUNCIONAL Y GENÓMICA (hereinafter referred to as IBFG-CSIC) conducts research in the field of Biotechnology of microorganisms for industrial applications under the supervision of Dr. Mercedes Tamame.

As a result of the mentioned research, the Provider is the owner of a set of new *Saccharomyces* strains for fermentation, including know-how, intellectual property and copyright rights and the information described in Annex 1 attached to this Agreement and that forms part thereof (hereinafter referred to as the “**Material**”).

- II. The Recipient is an Italian University with research activities in the fields of Agriculture, Food and Natural Science Engineering.
- III. Recipient is interested in receiving the Material for the sole purpose of using it in the project as detailed in Annex 2 of this Agreement (hereinafter referred to as the “Project”) and the Provider has agreed to deliver to the Recipient the Material.

Therefore, the Parties enter into this agreement in accordance with the following:

CLAUSES

FIRST – PURPOSE

The purpose of this Agreement is to establish the terms and conditions that shall govern the transfer of the Material from the Provider to the Recipient, so the Recipient can use the Material for the development of the Project described in Annex 2 to the present Agreement.

SECOND – USE OF THE MATERIAL

- 2.1 The Recipient represents and warrants that it shall only use the Material for the purpose of the Project in order to make the research specifically described in Annex 2 to this Agreement.
- 2.2 The Recipient agrees that it shall not be entitled to use, perform tests and/or carry out any other analysis of the Material nor any of its analogs, derivatives, synthesis or mixture of compounds for purposes not described in Annex 2, by itself or through third parties. The Recipient agrees not to make, develop, use, carry out tests and/or analyze the Material in any way for commercial purposes.
- 2.3 The Material shall not be used in research under consulting or license agreements of the Recipient or its scientific and/or employees with individuals, companies or other institutions not bound by this Agreement, without the prior written consent of the Provider.
- 2.4 The Recipient represents and warrants that it will use the Material in compliance with all applicable laws and regulations, including but not limited to health legislation relating to research involving the use of animals. The Parties agree that the Material SHALL NOT BE USED IN HUMANS.
- 2.5 The Material shall be stored and used only at the premises of the Recipient who undertakes not to change the location of the Material or the custody of the same without the prior written consent of the Provider. The Recipient also undertakes to limit access to the Material to those of its employees taking part in the Project who require access to the Material for the fulfilment of their responsibilities thereunder. In this regard, the Recipient ensures that all of its employees having access to Material shall comply with the provisions of this Agreement.

- 2.6 This Agreement does not restrict the right of the Provider to transfer, deliver or distribute the Material to third parties for commercial purposes or not, or to continue their own research and development of the Materials.
- 2.7 The present Agreement does not restrict the right of the Provider to publish, disclose or communicate information related to the Material
- 2.8 The Recipient acknowledges that the Provider does not grant any license to commercial use of the Material and that it may grant licenses to third parties for commercial purposes on an exclusive or non-exclusive basis.

THIRD – DELIVERY AND TRANSFER OF THE MATERIAL

The Provider shall deliver the Material, know-how and information described in Annex I, within the next 30 calendar days from the date of the signing of this Agreement to the following address:

Pasquale Russo PhD
Department of Agriculture Food Natural Science Engineering (DAFNE)
University of Foggia
Via Napoli, 25 - 71122 Foggia (IT)

FOURTH – CONSIDERATION

The Parties agree that the only financial obligation under this Agreement for the Recipient shall be the payment of the costs, handling, packaging and transport of the Material from the premises of the Provider to the Recipient.

FIFTH – LIABILITIES

- 5.1 The Material is experimental in its nature and it is transferred without any kind of warranty, express or implied, including but not limited to commercial warranties or fitness for a particular purpose. The Provider makes no representations regarding the non-infringement of any patent, copyright or any other proprietary rights of a third party by the Material. Unless otherwise expressly stated in this Agreement, the Recipient has no rights over the Material or any of its compounds.
- 5.2 The Provider shall not be liable for any damages arising from the use of the Material by the Recipient and/or its employees. Upon delivery of the Material, the Recipient shall indemnify and hold the Provider harmless for any loss, claim, damage or liability, which may arise from, the use, handling, storage or disposal of the Material by the Recipient and/or its employees unless loss, claim, damage or liability arises due to negligence or wilful misconduct of the Provider.

SIX - TERM

- 6.1 The present Agreement shall be valid for a term of one (1) year from the date the Material is received by the Recipient. However, the obligations of confidentiality and non-use of Confidential Information by the Parties shall not be extinguished and will remain in force as long as the confidential information is not in the public domain unless the Recipient has infringed its obligations;
- 6.2 The Parties may extend the term of the present Agreement by mutual consent, if the desired results have not been achieved by the end of the term and/or the parties want the Agreement to be extended. In the event of an extension, the Parties shall sign an extension of the term before its ending.
- 6.3 This Agreement is not transferable, neither by virtue of any law nor by any other means, without the prior consent in writing of the Provider.

SEVENTH – RESULTS, INTELLECTUAL PROPERTY AND COPYRIGHT

- 7.1 The Recipient shall inform the Provider, in writing and confidentially, of the results of the research carried out with the Material each 6 months.
- 7.2 The Recipient shall notify immediately to the Provider in the event that a result could be legally protected.
- 7.3 The Recipient acknowledges that all intellectual property rights or copyright over the Materials including any extract or replica thereof, are the exclusive property of the Provider
- 7.4 The Parties agree that nothing in this Agreement shall be construed as an assignment or transmission of any intellectual property rights or copyright related to the Material in favour of the Recipient or a third party, including without limitation any and all patents, utility models, industrial design, trade secrets, and any other worldwide intangible or tangible right related to Material belonging to the Provider which are not expressly granted herein
- 7.5 The Material is or may be the subject of a patent application or other legal rights recognized to the Provider.
- 7.6 If, as a result of the execution of the Project by the Recipient over the Material, a result that may be legally protected or commercially exploited is developed (hereinafter, the “Results”), Results shall be the property of CSIC.
- 7.7 In any event, regarding the protection of intellectual property or copyright rights relating to the Results, the Parties shall respect at all times the moral rights of the inventors and/or authors, according to the applicable law in force.

EIGHTH - CONFIDENTIALITY

8.1 Both Parties agree not to disclose, under any circumstances, the scientific, technical and/or business information belonging to the other Party to which they had access within the framework of this Agreement, and in particular undertake to not disclose data and information relating to the Material.

8.2 The confidentiality obligation hereinabove mentioned shall not apply if:

- The information was already known by the Party receiving the information prior to the starting of their cooperation, as long as there is evidence of such knowledge.
- The information received is in the public domain or comes into the public domain through means different to an infringement of the confidentiality obligation stated in clause 8.1 above.
- The Party receiving the information obtains the prior consent in writing for its disclosure by the Party disclosing the information
- The Party has received the information legally from a third party.

Without prejudice to the foregoing, the Party receiving the confidential information from the other Party may disclose it as a result of an administrative or court order, as long as Party requested to disclose the information has previously notified the other Party and has given the other Party (if possible) the opportunity to oppose to the necessity of such disclosure and/or it has been given the opportunity to request any injunction or protective measure so any confidential information is disclosed only for the purpose of such order.

8.3 Each Party warrants that all its employees shall be obliged to know and maintain the confidentiality obligation stated in the present clause.

NINETH - PUBLICATIONS

9.1 In the event that the Recipient wants to use, partially or totally, the Results related to the Material for its disclosure by any means, the Recipient shall request the authorization of the Provider so that the Provider can adequately protect its rights over the Material as well as the intellectual property rights and / or copyright that may be affected by the disclosure.

9.2 Upon reception of such notification, the Provider shall reply within forty five (45) days, providing its authorization, its objections, or its disagreement with such publication. Any objection or disagreement shall be based on reasonable and justified grounds. The absence of any reply within the abovementioned period shall not be deemed as an authorization of the proposed disclosure.

9.3 In any publication of the results, there shall be an appropriate acknowledgement to the researchers of the Provider whose contribution to obtain the Material has been relevant. The Recipient shall not use the name of the Provider for commercial or marketing purpose unless expressly authorized by the Provider.

TENTH - TERMINATION

- 10.1 In addition to the cases specifically regulated by the applicable legislation in force, the Agreement shall be terminated in the following cases:
- a. By the expiration of the contractual term agreed.
 - b. At any time, by mutual agreement in writing.
 - c. By the breach by a Party of any of the obligations under the Agreement, as long as such breach is not remedied within a maximum period of thirty (30) calendar days after written request for the remedy, unless such breach is irreparable or makes impossible the fulfillment of this Agreement to the complaining Party, in which case the termination may be immediate, and in any case without prejudice to any claim for damages that may correspond to either Party.
- 10.2 Upon termination of the Agreement, the Material shall be either returned to the Provider or destroyed, following the instructions of the Provider.

ELEVENTH- APPLICABLE LAW AND JURISDICTION

- 11.1 The Agreement is a private agreement in its nature and shall be governed by the laws of Spain.
- 11.2 The Parties agree to use all reasonable efforts to solve any dispute, controversy or claim that may arise under this Agreement through good faith negotiations. In the event that the Parties are unable to resolve a dispute, the Parties agree, with express resignation to any other jurisdiction that could correspond to them, to solve the differences under the exclusive jurisdiction of the Courts of the city of Madrid, Spain.

TWELFTH – ENTIRE AGREEMENT

The Agreement, including all its annexes, shall be considered as the whole Agreement between the Parties and supersedes all other agreements or communications, written or oral, concluded between the Parties prior to the execution of the Agreement in relation to the purpose contemplated herein. The Agreement shall only be amended by virtue of written document signed by the Parties authorized representatives. The non-exercise of a right or power, whether before the courts or in any other means, does not imply waiver of such rights or powers hereinafter.

THIRTEENTH - NOTIFICATIONS

- 13.1 Any notices, requests, agreements, consents, acceptances, approvals or communications that are necessary in accordance with this Agreement, or which are associated therewith, shall be in writing.

- 13.2 Communications between the Parties related to Material transfer, exchange of confidential information or other scientific or technical communication related to the implementation of this Agreement shall be done to the following addresses:

CSIC	DAFNE
Dr. Mercedes Tamame Instituto de Biología Funcional y Genómica (IBFG-CSIC) Calle Zacarías González 2 37007, Salamanca (Spain) e-mail: tamame@usal.es Phone: 34 923-294892	Pasquale Russo PhD Department of Agriculture Food Natural Science Engineering (DAFNE) University of Foggia Via Napoli, 25 - 71122 Foggia (IT)

- 13.3 Any other notice given in connection with this Agreement, especially those related to legal issues shall be done to the following addresses:

CSIC	DAFNE
Deputy Vice-presidency for Knowledge Transfer Consejo Superior de Investigaciones Científicas Calle Serrano 142, 28006 Madrid, Spain Email: vatc@csic.es Tel: 915 681 531; Fax: 915 681 532	Name: Milena Grazia Rita Sinigaglia Address: Department of Agriculture Food Natural Science Engineering (DAFNE) University of Foggia Email: milena.sinigaglia@unifg.it Tel: +39 0881 589233; Fax:

- 13.4 Any communication sent to the addresses stated in the preceding paragraph shall be considered as properly made, unless the addressee has previously notified in writing to the other Party a change of its address.

In witness whereof, the Parties have executed two copies of the Agreement, in the place and on the date first above mentioned.

Agencia Estatal Consejo Superior de Investigaciones Científicas M.P.

Università degli Studi di Foggia, Dipartimento di Scienze Agrarie, Alimenti, Risorse Naturali e Ingegneria

Mr. José Pérez Martín
 Director of the IBFG-CSIC Center
 By powers of the President
 (Resol. 21-01-2021)

Mr. Pasquale Russo
 Researcher of the Department of Agriculture Food Natural Science Engineering (DAFNE)

Ms. Milena Grazia Rita Sinigaglia
 Director of the Department of Agriculture Food Natural Science Engineering (DAFNE)



ANNEX 1 – MATERIAL

Saccharomyces strains for bread preparation. Type AY2.

Two Intraspecific hybrids, non-GMO, labelled as:

H59 x YMAS23

369 x YMAS44.



ANNEX 2 – PROJECT

The above said *S. cerevisiae* strains (i.e. AY2; H59 x YMAS23; 369 x YMAS44) will be tested as starter for the production of functional bread. In particular, yeast strains will be inoculated in traditional Italian sourdough in combination with lactic acid bacteria (LAB) strains able to over-produce riboflavin and/or dextrans. Different strategies of the inoculum (co-inoculum, and sequential inoculum LAB/yeasts) will be analysed. The fermentation conditions will be optimised to encourage the production of RF and dextran in sourdough with the aim to obtain bio-fortified bread.