



**MATERIAL TRANSFER AGREEMENT
BETWEEN
CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS, M.P.,
Universidad del País Vasco/Euskal Herriko Unibertsitatea; Universidad de Cantabria and
University of Foggia**

REPRESENTATION

On one side, AGENCIA ESTATAL **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. Enrique J. de la Rosa Cano in his capacity as Director of the CSIC centro de Investigaciones Biológicas Margarita Salas, acting on behalf of CSIC by virtue of the power conferred by Resolution dated 20 April 2017 (BOE of 23 May 2017) (hereinafter, the “**Provider**”).

On the other side, **Universidad del País Vasco/Euskal Herriko Unibertsitatea** (UPV/EHU), with Spanish tax code number Q4818001B, having its registered address in Barrio Sarriena - s/n - 48940 Leioa (Bizkaia), (Spain) represented by Mr. Guillermo Quindós Andres in his capacity as Vice-Chancellor for Scientific-Social Development and Transfer of the (UPV/EHU), acting on behalf of UPV/EHU by virtue of the power conferred (hereinafter, the “**Provider**”).

On the other side, **Universidad de Cantabria** incorporated under the University of Cantabria Statutes approved by decree 26/2012, with VAT Identification Number ESQ3918001C and registered offices at Avda. de los Castros, 54, 39005, Santander, duly represented by Mr Daniel Pérez González, acting in the capacity of Vice-rector for Knowledge Transfer and Entrepreneurship, by virtue of power conferred by Resolution dated 14 January 2021 (BOC of 20 January 2021) (hereinafter, the “**Provider**”).

CSIC, Universidad de País Vasco/ Euskal Herriko Unibertsitatea and Universidad de Cantabria are co-owners of the Material and they are all Transmitting Party of the Material, although only CSIC is the institution that has physically made the shipment.

And on the other side, Dipartimento di Scienze Agrarie, Alimenti, Risorse Naturali e Ingegneria (DAFNE), UNIVERSITÀ DEGLI STUDI DI FOGGIA, with VAT Identification Number 03016180717 and registered offices at Napoli 25, Italy, duly represented by Ms Milena Grazia Rita Sinigaglia, acting in the capacity of Director of the Department, in exercise of the power of attorney conferred by public deed, power that have not been repealed or modified (hereinafter, the “**Recipient**”).

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

The 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 Centro de Investigaciones Biológicas Margarita Salas (hereinafter referred to as CIB Margarita Salas – CSIC), conducts research in the field of Biology under the supervision of Dr. Paloma López García
- II. The Provider, through the Universidad del País Vasco, conducts research in the field of Agricultural and Food Sciences under the supervision of Dr. M^a Teresa Dueñas
- III. The Provider, through the Universidad de Cantabria, conducts research in the field of Biomedicine and Aging under the supervision of Dr. Jesús Navas Méndez, Professor of the Department of Molecular Biology
- IV. As a result of the mentioned research, the Provider is the owner of the material "Pediococcus parvulus 2.6/pRcR12 y Pediococcus parvulus 2.6NR/pRcR12" subject of patent P200402175 of 2004 owned CSIC, Universidad del País Vasco and Universidad de Cantabria, 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, the "Material").
- V. The Recipient is an Italian University with research activities in the fields of Agriculture, Food and Natural Science Engineering.
- VI. Recipient, through Dr. Pasquale Russo (hereinafter, Recipient's Scientist), is interested in receiving the Material for the sole purpose of using it in the development of the project as detailed in Annex 2 of this Agreement (hereinafter, 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

- 1.1 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.

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, modifications, derivatives, synthesis or mixture of compounds for purposes not described in the aforementioned 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.

THIRD – DELIVERY AND TRANSFER OF THE MATERIAL

- 3.1 The Provider already has the Material, know-how and information described in Annex I.
- 3.2 The Parties agree that the only financial obligation under this Agreement for the Recipient has been the payment of the costs, handling, packaging and transport of the Material from the premises of the Provider to the Recipient.

FOURTH – LIABILITIES

- 4.1 The Material provided 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.
- 4.2 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.

FIFTH – TERM

- 5.1 This Agreement shall come into force on the date of its signature and shall be valid for a term of three (3) years from the date the Material is delivered by the Provider.
- 5.2 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.
- 5.3 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.

SIXTH – INTELLECTUAL PROPERTY AND COPYRIGHT



- 6.1 The Recipient acknowledges that all intellectual property rights or copyright over the Material including any extract or replica thereof, are the exclusive property of the Provider and that the Material is or may be the subject of a patent application or other legal rights recognized to the Provider.
- 6.2 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.
- 6.3 The Provider grants a non-exclusive, non-transferable, revocable right to use Material only for the purposes indicated herein. The Recipient acknowledges that the Provider does not grant any license to commercial use of the Material. If the Recipient desires to use or license the Material, modifications or derivatives for commercial purposes, the Provider shall negotiate in good faith the terms of a commercial license. It is understood by the Recipient that the Provider shall have no obligation to grant such a license to the Recipient
- 6.4 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, to publish, disclose or communicate information related to the Material or to continue their own research and development of the Material.
- 6.5 The Recipient shall inform the Provider, in writing and confidentially, of the results of the research carried out in execution of the Project, obtained as a consequence of the use of the Material (hereinafter, the "Results"), each (12) months.
- 6.6 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, the Parties agree to conclude a document regarding the ownership of any copyright and/or intellectual property rights and the scope for the exploitation of the Results.
- 6.7 In any case, the Provider shall retain a free license, non-transferable, and on a non-exclusive basis, to use the Results obtained by the Recipient for the development of any research, with no commercial purposes.
- 6.8 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.

SEVENTH – CONFIDENTIALITY

- 7.1 Both Parties agree not to disclose, under any circumstances, the scientific, technical, business information or of any other nature, 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 and the Results (hereinafter, "Confidential Information").
- 7.2 obligation hereinabove mentioned shall not apply if:
- 7.3 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.

- 7.4 Each Party warrants that all its employees shall be obliged to know and maintain the confidentiality obligation stated in the present clause.
- 7.5 The obligations of confidentiality and non-use of Confidential Information by the Parties shall will remain in full force and effect even after termination of this Agreement, as long as the information remains confidential.

EIGHTH – PUBLICATIONS

- 8.1 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.
- 8.2 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.
- 8.3 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.

NINTH – TERMINATION

- 9.1 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.
- 9.2 Upon termination of the Agreement, whatever the cause, the Material shall be either returned to the Provider or destroyed, following the instructions of the Provider.
- 9.3 The provisions under Seventh to Twelfth Clauses shall persist after termination of the present Contract.

TENTH – NOTIFICATIONS

- 10.1 Any notices, requests or communications that are necessary in accordance with this Agreement, or which are associated therewith, shall be in writing and in a manner that



reasonably demonstrates that communication was made and the recipient received it, including e-mail with delivery confirmation or express record delivery (burofax).

- 10.2 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

Name: Paloma López García
Address: Ramiro de Maeztu 9, 28040
Email: plg@cib.csic.es
Tel: 918373112

**Universidad del País Vasco/Euskal
Herriko Unibertsitatea**

Name: Ricardo Merino
Address: Barrio Sarriena - s/n - 48940
Leioa (Bizkaia)
Email: ricardo.merino@ehu.eus
Tel: 946012203

Universidad de Cantabria

Name: Jesús Navas Méndez
Address: Facultad de Medicina. Avda. Cardenal
Herrera Oria, 2. 39011 Santander
Departamento Biología Molecular
Email: jesus.navas@unican.es
Tel: 942-201943

University of Foggia

Name: Pasquale Russo
Address: Department of Agriculture
Food Natural Science Engineering
(DAFNE)- University of Foggia
Via Napoli, 25, 71122 Foggia (Italy)
Email: pasquale.russo@unifg.it
Tel: +39 0881-589303

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

CSIC

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

**Universidad del País Vasco/Euskal
Herriko Unibertsitatea**

Name: Ricardo Merino
Address: Barrio Sarriena - s/n - 48940
Leioa (Bizkaia)
Email: ricardo.merino@ehu.eus
Tel: 946012203

Universidad de Cantabria

Name: Daniel Pérez González
Address: Universidad de Cantabria
Avda. de los Castros s/n, 39005, Santander
Email: vr.transferencia@unican.es
c/c_otri@unican.es
Tel: 942-201029

University of Foggia

Name: Milena Grazia Rita Sinigaglia
Address: Department of Agriculture
Food Natural Science Engineering
(DAFNE)- University of Foggia
Via Napoli, 25, 71122 Foggia (Italy)
Email: milena.sinigaglia@unifg.it
Tel: +39 0881 589233

- 10.4 Any change of the data provided by each of the Parties in the preceding paragraphs shall be notified to the other Party by certified means.

ELEVENTH – PERSONAL DATA PROTECTION

- 11.1 In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016 (General Data Protection Regulation), applicable since May 25, 2018, the



parties state that they will refrain from any type of treatment of the personal data available as a result of this Contract, except those which are strictly necessary for the purposes of the same. In this sense, they undertake, especially, not to transfer the aforementioned data or the files that contain them to third parties, as well as to keep them strictly confidential. Likewise, the parties are subject to the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, and other applicable regulations on data protection.

11.2 In the event that either party has a question related to the processing of their Personal Data, they should contact the following contacts:

On behalf of the CSIC: delegadoprotecciondatos@csic.es

On behalf of the Universidad del País Vasco/Euskal Herriko Unibertsitatea: dpd@ehu.eus

On behalf of the Universidad de Cantabria: dpd@unican.es

On behalf of the University of Foggia: rpd@cert.unifg.it

TWELFTH – APPLICABLE LAW AND JURISDICTION

12.1 The Agreement is a private agreement in its nature and shall be governed by the laws of Spain.

12.2 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.

THIRTEENTH – ENTIRE AGREEMENT

13.1 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.

In witness thereof, this Agreement is signed by the intervening parties.

For **Agencia Estatal Consejo Superior de Investigaciones Científicas, M.P.**

For **Universidad del País Vasco/Euskal Herriko Unibertsitatea**

Enrique J. de la Rosa Cano
Director of CIB Margarita Salas - CSIC
By delegation from the President
(Resolution 21-01-2021, BOE 28-01-2021)

Guillermo Quindós Andres
Vice-Chancellor for Scientific-Social Development
and Transfer





For Universidad de Cantabria

For University of Foggia

Daniel Pérez González
Vice-rector for Knowledge Transfer and
Entrepreneurship

Pasquale Russo
Researcher of the Industrial Microbiology
group, at the Department of Agriculture
Food Natural Science Engineering (DAFNE)

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

ANNEX 1 – MATERIAL

- *Pediococcus parvulus* 2.6/pRcR12
- *Pediococcus parvulus* 2.6NR/pRcR12





ANNEX 2 – PROJECT

The above said *Pediococcus parvulus* 2.6/pRcR12 and *Pediococcus parvulus* 2.6NR/pRcR12 strains will be characterized for their technological and functional attributes for potential application in the field of fermented cereal-based foods. In particular, these strains will be tested in pure and/or mixed fermentation in cereal-based matrices and the fermentation conditions will be optimised in order to improve the overall quality (i.e. nutritional, organoleptic, functional) of high-value food products.

