

CHEMICAL MATERIAL TRANSFER AGREEMENT

This Chemical Material Transfer Agreement (“Agreement”), is entered into as of, (“Effective Date”) between:

Fondazione Istituto Italiano di Tecnologia, having its headquarters at Via Morego 30, 16163 - Genova, here represented by the Scientific Director, Prof. Giorgio Metta, duly authorized for the purpose of this Agreement, and Dr. Tiziano Bandiera, P.I. of IIT’s research line *D3 PharmaChemistry*, signing for acknowledgement having read the contents of this Agreement (hereinafter referred to as “**IIT**”)

and

Università degli Studi di Foggia having its headquarters at Via Gramsci, 89/91 – 71122 Foggia here represented by the Head of the Department of Medical and Surgical Sciences, Prof. Gaetano Serviddio, duly authorized for the purpose of this Agreement and Dr. Onofrio Laselva, Recipient Scientist, signing for acknowledgement having read the contents of this Agreement (hereinafter referred to as “**University**” or “**RECIPIENT**”)

hereinafter collectively referred to as the “Parties” and individually as the “Party”

WHEREAS

- IIT has developed a certain Material, as defined below.
- IIT desires to provide the compound, ARN23765, to University for the performance by the Recipient of a collaborative research study, aimed at the identification of possible interactions of the compound to wt- and mutant-CFTR (the “**Study**”);

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the following meaning:

“**IIT SCIENTIST**”: Dr. Tiziano Bandiera

“**RECIPIENT SCIENTIST**”: Dr. Onofrio Laselva

“**ORIGINAL MATERIAL**”: The Original Material consists of one sample of the compound ARN23765 that modulates the activity of wild type or mutated CFTR protein, in particular F508-del CFTR, the protein whose mutations cause cystic fibrosis. The ORIGINAL MATERIAL is covered by the following patents and patent applications (the “Patent Application”) filed and owned or co-owned by IIT:

- Italian patent n. IT 102017000028184 issued on July 4, 2019;
- PCT application n. PCT/IB2018/051709 filed on March 14, 2018, published as WO 2018/167690 on September 20, 2018;
- European application n. EP 18712677.6 filed on September 14, 2019, published as EP 3596074 on January 22, 2020;
- US patents n. US 10745407 issued on August 18, 2020, and n. US 10968225 issued on April 6, 2021;
- Canadian application n. CA 3056355 filed on September 14, 2019, published as CA 3056355 on September 20, 2018.

“MATERIAL”: ORIGINAL MATERIAL and REPLICATE. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS or REPLICATES.

“REPLICATE”: any material that represents a substantially unmodified copy of the ORIGINAL MATERIAL.

“MODIFICATIONS”: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

“COMMERCIAL PURPOSES”: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization.

“NONPROFIT ORGANIZATION(S)”: A university or other institution of higher education or a not-for-profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any nonprofit scientific or educational organization qualified as a nonprofit organization under a federal, state or local jurisdiction. As used herein, the term also includes national, state or local government agencies.

“CONFIDENTIAL INFORMATION” shall mean any information related to the MATERIAL or MODIFICATIONS disclosed by one Party to the other for the purpose of this Agreement, whether in written, oral or in electronic form, provided that tangible materials are marked as confidential, and provided that information given orally is identified as confidential at the time of disclosure, and confirmed as confidential in writing within fifteen (15) days, but shall not include information that:

(a) is or becomes generally available to the public other than as a result of any act by a Party to this Agreement;

(b) is rightfully received from a third party without similar restriction or without breach of this Agreement;

(c) a Party is able to demonstrate, in writing, was known to it on a non-confidential basis before such information was disclosed to such Party by or on behalf of another party; or

(d) was independently developed by a Party without the use of any of the CONFIDENTIAL INFORMATION; or

(e) is required to be disclosed by any law or regulation, governmental agency, or court.

In particular, the RECIPIENT acknowledges that IIT owns proprietary information, data and knowledge concerning the MATERIAL, its improvements, developments, and modifications (hereinafter referred to as “IIT’s Knowledge”) which are secret, substantial, and identified, and that constitute a confidential information pursuant to articles 98-99 of the *Codice della Proprietà Industriale* (Italian Code of Industrial Property). It is understood between the Parties that IIT’s Knowledge and any information concerning the Patent Application, including its title, description and claims shall in any case be treated as Confidential Information, notwithstanding the absence of markings or identifications of confidentiality.

2. Material Transfer. Granted that the MATERIAL was jointly developed by IIT and other non-profit organizations, with which IIT carried out a collaborative research project, IIT hereby grants to the RECIPIENT a non-exclusive, non-transferable, royalty-free license to use the MATERIAL for the sole purpose of performing the Study. The RECIPIENT acknowledges that nothing in this Agreement grants any other rights under any patents or other intellectual property rights of IIT. The MATERIAL is considered

proprietary to IIT, and IIT shall be free in its sole discretion to distribute the MATERIAL to others and to use it for its own purposes.

3. Ownership. IIT retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. Any MODIFICATIONS, substances, results, information, and intellectual property rights thereto created through the use of the MATERIAL or MODIFICATIONS shall be jointly owned by IIT and the RECIPIENT, according to shares of ownership that will be jointly determined by the Parties based on each Party's contribution.

4. Use and Transfer restrictions.

4.1 The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL i) is to be used solely for academic non-commercial research purposes; ii) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of IIT; iii) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his direct supervision; and iv) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of IIT. The RECIPIENT in particular agrees not to use the MATERIAL or the Patent Application for the benefit of a commercial entity.

4.2 The RECIPIENT agrees to use the MATERIAL in compliance with all state and local laws and regulations applicable to the MATERIAL and its use, storage, handling, disposal, and transfer as exist in the RECIPIENT's place and country, and assumes sole responsibility for any violation of such laws or regulations.

4.3 The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to IIT any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, IIT may, at its sole discretion, agree to make the MATERIAL available to other scientists (at least those at NON-PROFIT ORGANIZATION(S)) who wish to replicate the Study.

4.4 The RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES.

5. Licenses. The RECIPIENT acknowledges that the MATERIAL is the subject of a Patent Application. No express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of IIT. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents for COMMERCIAL PURPOSES or in activities performed for the benefit of a commercial entity.

6. Intellectual Property Rights. The Parties will evaluate whether to file patent application(s) claiming inventions made through the use of the MATERIAL under this Agreement. The Parties acknowledge that each shall in any case have the right to use any invention developed in the performance of this Agreement for their research and development activities.

7. Representations and warranties. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. IIT MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

8. Liability. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. IIT will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party,

due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of IIT.

9. Reporting and Publications.

9.1 RECIPIENT will periodically update IIT on the advancement of the Study.

9.2 This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications, and agrees to send IIT a copy of any such publication not less than sixty (60) days prior to publication to allow IIT an opportunity to protect its Confidential Information or any other proprietary or intellectual property right relating to the MATERIAL that might be contained in such disclosure. To the end of protecting its Confidential Information and intellectual property rights, and in order to comply with its obligations to practice the Patent Application without conflict with any license granted on the same, IIT shall subject its consent to the publication to the condition that RECIPIENT or RECIPIENT SCIENTIST remove parts of the publication that may reveal IIT's Confidential Information or damage its intellectual property rights or exploitation initiatives. IIT SCIENTIST and other IIT's researchers involved will be included in the author list of dissemination activities in accordance with standard international practices and guidelines.

10. Confidential Information. For a period of five (5) years from the date of disclosure, each Party agrees to maintain in confidence all CONFIDENTIAL INFORMATION disclosed by one Party to the other with the same degree of care as it normally takes to preserve its own CONFIDENTIAL INFORMATION of similar grade, in in any case no less than reasonable care.

11. Termination. This Agreement will terminate on the earliest of the following dates: (a) on completion of the RECIPIENT's Study with the MATERIAL, or (b) on thirty (30) days written notice by either Party to the other, or (c) at the end of two years from the date of signing the agreement, provided that:

(i) if termination should occur under 11(a), the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of IIT, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS; and

(ii) in the event IIT terminates this Agreement under 11(b) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, IIT will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of IIT, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS.

12. Survival. Paragraphs 3, 5, 6, 7, 8, 9, 10, and 15 shall survive termination.

13. Costs. The MATERIAL is provided and shipped at no cost.

14. Notices. Any notice required or otherwise made pursuant to this Agreement shall be in writing, personally delivered or sent by certified mail, return receipt requested, or recognized courier service, properly addressed, to the other Party at the address set forth below. Notices shall be deemed effective on the date received if personally delivered or sent by certified mail or recognized courier:

If to RECIPIENT:
Università degli Studi di Foggia

If to IIT:
IIT

Servizio Ricerca, Alta Formazione e Rendicontazione Progetti dei Dipartimenti di Area Medica
Via L. Pinto 1, 71122 Foggia, Italy
For the attention of: Sig.ra De Palo Giustina
Phone: +39 0881 588029
E-mail: giustina.depalo@unifg.it
PEC: dipartimentoscienzemediche@cert.unifg.it

Via Morego n. 30
Genova - Italy
For the attention of:
Phone: 0039 010 2896 498
E-mail: mta@iit.it
PEC :

15. Governing law and jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Italy. Any dispute arising in connection with the terms and conditions of the present Agreement, which cannot be settled amicably, shall be subject to the exclusive jurisdiction of the Court of Genoa, Italy.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representatives.

Università degli Studi di Foggia

Fondazione Istituto Italiano di Tecnologia

Name Prof. Gaetano Serviddio
Title Head of the Department of Medical and Surgical Sciences

Prof. Giorgio Metta
Scientific Director

Date: _____

Date: _____

For acknowledgement

Dr. Onofrio Laselva

For acknowledgement

Dr. Tiziano Bandiera

Recipient Scientist

P.I., D3 PharmaChemistry