

## MATERIAL TRANSFER AGREEMENT

Between

Dipartimento di Scienze Agrarie, Alimenti, Risorse Naturali e Ingegneria (DAFNE), Laboratorio di Microbiologia Industriale, University of Foggia, via Napoli 25, 71122 Foggia, Italy (hereinafter "Supplier")

And

BIOPROX, having its main office at: 6, Rue Barbès, 92305 Levallois, France (hereinafter "Recipient")

**Agreement concluded following the French laws :**

### **Article 1: Transfer of Possession**

Supplier shall provide Recipients and Recipients will accept from Supplier possession of the following materials:

#### **Strains**

**Nr 7 strains of *Lactiplantibacillus plantarum* named as follows:**

- 1) 10A
- 2) 11A
- 3) CB56
- 4) CZ97
- 5) CZ103
- 6) UFG121
- 7) PAAP

The materials, including all progeny and unmodified derivatives thereof in the case of biological Materials (hereinafter collectively called "**Materials**"), are provided **for non-commercial research purposes, only for laboratory tests**. Title to the Materials is and shall always remain with Supplier. Possession of the Materials shall remain with Recipient during the term of this Agreement, and Recipient shall not, for any purpose, transfer the Materials to any other party without the prior written consent of Supplier. Recipient agrees that this Agreement does not preclude Supplier from distributing the Materials to other parties.

These strains (single(s) and/or mix) will be used for **scientific studies performed to evaluate inhibitory effect against food contaminants**.

### **Article 2: License to use**

Recipient shall have the non-exclusive, non-transferable right to use the Materials and any accompanying know-how or data supplied by Supplier, patented or unpatented, for the exclusive purpose of the non-commercial research project. **For any commercial use, Recipient must first obtain a separate commercial license from Supplier. Intellectual property rights relating to the Materials are and shall always remain with Supplier.**

### **Article 3: No Payment**

The rights granted under Article 1 and 2 of this Agreement are provided by Supplier to Recipient free of charge.

### **Article 4: Confidentiality and Confidential Information**

Recipients will not disclose the Materials and any accompanying know-how, information or data to any third party without the express written permission of Supplier, either during or after the end of this Agreement.

Confidential Information in this Agreement shall mean, without this list being limitative, every information and data of confidential nature, which is related to use and production of the Culture, development, marketing, sale, operation, cost price, Know-how and production process and all data carriers which contain such information.

The Receiving Parties are not allowed to publish, to disclose, to disseminate in any way or form the Confidential Information of the Disclosing Party to third parties, with the exception of:

- (a) her employees, who need to have access to this information in the framework of this Agreement;
- (b) third parties, who have an advisory assignment towards the Receiving Party and who have subscribed a similar confidentiality declaration as the one included in this Agreement, or who are deontologically or legally bound by a confidentiality obligation;

Parties will only use the received Confidential Information for the execution of this Agreement.

The confidentiality obligation shall not be applicable for Confidential Information:

- (a) of which the Receiving Party demonstrates that the information was already in her possession at the time of disclosure; or
- (b) which, was already in the public domain or becomes available to the public at the time of disclosure; or
- (c) which the Receiving Party received from third parties, without any confidentiality obligation towards the Disclosing Party;
- (d) which, enters the public domain or becomes available to the public after her disclosure, through no breach of this Agreement;
- (e) which, the Receiving Party is obliged to disclose in the framework of any legal provision or decision of any government. The Receiving Party shall take care that the Confidential Information is safeguarded as far as possible.

Confidential Information shall not be deemed to be in the public domain or available for the public merely because any part of said information is embodied in general disclosures or because individual features are now, or become, known to the public.

### **Article 5: Communication of Results**

The Recipient undertakes to keep the results of the scientific study carried out confidential and to share them only with the Supplier.

### **Article 6: Term and Termination**

**6.1.** This Agreement shall be effective from the date of signature for a period of **6 (six) full** months time.

**6.2.** The Supplier shall have the right to terminate this Agreement immediately in writing if Recipient defaults in any obligation imposed upon Recipient under this Agreement.

**Article 7: Effects of Expiration or Termination**

Upon termination or expiration of this Agreement, Recipient shall immediately cease use and dispose of the Materials in accordance to Supplier written instructions.

**Article 8: Contact Persons**

The contact persons are:

**For Supplier:**

Prof. Giuseppe Spano, Full professor of Industrial Microbiology  
Email: [giuseppe.spano@unifg.it](mailto:giuseppe.spano@unifg.it)

And

**For Recipient(s):**

Philippe Blanc  
R&D Manager  
E-mail: [p.blanc@bioprox.com](mailto:p.blanc@bioprox.com)

**Article 9: Miscellaneous**

9.1 Recipient shall not assign this Agreement without the prior written consent of Supplier.

9.2 This Agreement, performance hereunder, and any related dispute, controversy or claim shall be governed by and construed in accordance with the laws of France.

9.3 Any dispute under this Agreement which cannot be resolved amicably shall be decided exclusively by the competent courts of France.

9.4 Prior to initiating litigation, the parties shall however make a good faith attempt to resolve their dispute via mediation and commit to attending at least one mediation session, provided, however, that either party reserves the right to initiate court proceedings at any time.

By its duly authorized representative(s):

By its duly authorized representative(s):

**BIOPROX**

**Department of Agriculture, Food, Natural resources and Engineering (DAFNE), University of Foggia, Foggia, Italy**

Name : Philippe Blanc  
Title : R&D Manager

Name : Prof. Milena Sinigaglia  
Title : Director

Date :

Date : 29/03/2023

Appendix 1, 2, 3: Templates to be used to transfer/acknowledge receipt/certify destruction of transferred materials

### APPENDIX 1

#### **SAMPLES OF MATERIAL TO TRANSFER**

**ISSUING PARTY:**

**Department of Agriculture, Food, Natural resources and Engineering (DAFNE), University of Foggia, Italy  
Bioprox**

**RECIPIENT PARTY:**

#### **IDENTIFICATION OF SAMPLES**

Composition of the samples called STRAINS

STRAINS	Type of Samples	Identification	GMO	Number and wieght of the samples	Format
10A	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
11A	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
CB56	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
CZ97	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
CZ103	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
UFG121	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
PAAP	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	

**APPENDIX 2**

**MATERIAL ACKNOWLEDGEMENT FORM**

**Department of Agriculture, Food, Natural  
resources and Engineering  
(DAFNE), University of Foggia, 71122, via  
Napoli 25, Foggia, Italy**

**SUBJECT: ACKNOWLEDGMENT - Sample of MATERIAL**

I, the undersigned (name) Ms/Mr Philippe Blanc  
acting as R&D Manager  
in the name and on behalf of Bioprox

acknowledgment of receipt dated: \_\_\_\_\_

from: prof. Giuseppe Spano Department of Agriculture, Food, Natural resources and Engineering  
(DAFNE), University of Foggia, 71122, via Napoli 25, Foggia, Italy

of the samples of the following strains :

STRAINS	Type of Samples	Identification	GMO	Number and weight of the samples	Format
<b>10A</b>	Criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
<b>11A</b>	Criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
<b>CB56</b>	Criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
<b>CZ97</b>	Criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
<b>CZ103</b>	Criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
<b>UFG121</b>	Criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
<b>PAAP</b>	Criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	

Technical documentation:

- Safety data sheet

Pursuant to and in accordance with the MATERIAL TRANSFER AGREEMENT between Department of  
Agriculture, Food, Natural resources and Engineering (DAFNE), University of Foggia, 71122, via Napoli  
25, Foggia, Italy and Bioprox dated

made at \_\_\_\_\_, on \_\_\_\_\_

Signature

### APPENDIX 3

#### **MATERIAL DESTRUCTION CERTIFICATE FORM**

Department of Agriculture, Food, Natural resources  
and Engineering (DAFNE), University of Foggia,  
71122, via Napoli 25, Foggia, Italy

#### **SUBJECT: CERTIFICATE OF DESTRUCTION OF MATERIAL**

I, the undersigned (name) Ms/Mr Phillipe Blanc

Acting as R&D Manager

In the name and on behalf of Bioprox

Certify the destruction of the Samples of MATERIAL

From : Department of Agriculture, Food, Natural resources and Engineering (DAFNE), University of  
Foggia, 71122, via Napoli 25, Foggia, Italy

#### **IDENTIFICATION OF THE SAMPLES**

STRAINS	Type of Samples	Identification	GMO	Number and weight of the samples	Format
10A	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
11A	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
CB56	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
CZ97	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
CZ103	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
UFG121	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	
PAAP	criovials	16S sequence	<input type="checkbox"/> OUI <input checked="" type="checkbox"/> NON	1 sample 5 gr	

Pursuant to and in accordance with the MATERIAL TRANSFER AGREEMENT between Department of  
Agriculture, Food, Natural resources and Engineering (DAFNE), University of Foggia, 71122, via Napoli  
25, Foggia, Italy and Bioprox dated

made at \_\_\_\_\_, on \_\_\_\_\_

Signature