

1 **MASTER AGREEMENT FOR SCIENTIFIC AND BUSINESS COOPERATION**
2 **BETWEEN APTUIT AND UNIVERSITÀ DEGLI STUDI DI VERONA**

3
4 **BETWEEN**

5 **Università degli Studi di Verona**, having its registered office and its domicile for tax purposes
6 at via dell'Artigliere, 8 – 37129 Verona, VAT no. 01541040232, Fiscal Code 93009870234,
7 represented by its University Rector Prof. Alessandro Mazzucco in its office in Via
8 dell'Artigliere, 8, who is duly authorized to enter into this agreement by virtue of a resolution of
9 the board of directors as of _____ (hereinafter referred to as "University");

10
11 **AND**

12 **Aptuit (Verona) Srl**, with registered office at Via Fleming, 4, 37135 Verona, Italy, having a
13 share capital of 10,000.00 Euro (tenthousand Euro) fully paid up, registered at the Company
14 Register of Verona with no. 03954300236, REA no. 379303, VAT number and fiscal code
15 03954300236, represented by its Managing Director Mr. Thierry Amat (hereinafter referred to
16 as "Aptuit");

17
18
19 **WHEREAS**

20 - The Parties wish to define their possible collaboration in the sectors of the research and
21 educational and scientific divulgation activities;
22 - The Parties consider that, in order to define the above-mentioned collaboration, would be
23 appropriate to provide hereunder the relevant criteria and general provisions to proper address,
24 coordinate and verify these activities which constitute the subject matter of this Master
25 Agreement and of the Project Agreements that will be executed, from time to time, pursuant to
26 the Master Agreement and in particular to provide the rules for the allocation of the Intellectual
27 Property rights and the exploitation, including commercial exploitation, of the outcomes
28 resulting from their cooperation.

29
30 **NOW THEREFORE IN CONSIDERATION OF THE FOREGOING, THE PARTIES**
31 **AGREE AS FOLLOWS:**

32 Definitions:

33 - In this Master Agreement the following expressions have the following meanings:

34 **"Master Agreement"** means this agreement.

35 **"Parties"** means Università degli Studi di Verona and Aptuit (Verona) Srl.

"University" means Università degli Studi di Verona.

"Department" means a department of Università degli Studi di Verona.

"Project(s)" has the meaning set forth in Section 2.

"Project Agreement" means a contract which, from time to time, will be negotiated in good faith by the Parties and executed pursuant to this Master Agreement with the purpose to carry out a Project.

"Responsible Persons" means the persons named under Article 4.

"Master Agreement Responsible Persons" has the meaning set forth in Section 4.

"Project Agreement Responsible Person" has the meaning set forth in Section 4.

"Scientific Manager" has the meaning set forth in Section 4.

"Confidential Information" means any and all information and know-how of a private, secret or confidential nature, in whatever form, that relates to the business, financial condition, technology, products or services of the Party, its affiliates, customers, suppliers, or potential customers or suppliers, provided or disclosed to the other Party or which become known to the other Party, whether or not marked as "confidential" or with any other legend indicating its proprietary nature.

"Intellectual Property Rights" means proprietary information, trade secrets, patent rights, trademarks, trade names, service marks, domain names, copyrights, moral rights, technology, know-how, developments, improvements, techniques, data, methods, processes, instructions, formulae, recipes, drawings, specifications, rights in and to databases, design rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered, and including applications for registration of any of them.

ART. 1

TERM OF THE MASTER AGREEMENT

- 1) The cooperation which constitute the subject matter of this Master Agreement will begin on _____. The Parties may mutually agree in written, by amending this Master Agreement, on rearranging the goals to be achieved.
- 2) This Master Agreement shall remain in full force and effect for a term of 5 (five) years, starting from the date of its signature. Upon explicit and written consent of the Parties the Agreement can be renewed for another term of 5 (five) years in its precise present wording or partially modified according to new legal requirements a/o new operational needs arisen.

3) Any future Project to be performed in virtue of the Master Agreement will require the prior execution of a Project Agreement. Each Project Agreement will be duly discussed and approved by the Master Agreement Responsible Persons (or by the person indicated in written by the Master Agreement Responsible Persons) and shall be signed by the authorized representatives of both Parties. Unless agreed by the Parties, the duration of the Project Agreement cannot exceed the end date of validity of the Master Agreement.

ART. 2

COOPERATION PLAN

1. It is the intent of the Parties to explore a variety of cooperation projects; in particular, the Parties wish to explore the following possible collaborations:
 - a) JOINT DEVELOPMENT OF BASIC AND APPLIED RESEARCH ACTIVITIES. These activities are aimed to enhance the value of complementary technical skills, scientific knowledge and technological capacities and infrastructure of the Parties and essentially relate to experimental programmes for methodology and technical development but not to compound development programmes; such projects may involve students and / or researchers mobility between the Research Facilities of the Parties, in accordance with the applicable legislation and academic by-laws, procedures to be defined by virtue of special arrangements detailing timing and process for implementation;
 - b) EDUCATIONAL AND SCIENTIFIC DIVULGATION ACTIVITIES. These activities are aimed to enhance the value of complementary scientific skills and knowledge of researchers of APTUIT and the University and essentially relate to university training programmes (Laureate, Doctorate degrees, specialization courses) in which members of APTUIT personnel intervene as teaching personnel, organisation of seminars, workshops or any other activity aimed at the scientific divulgation and knowledge development; these may involve the mobility of University professors to APTUIT as well, pursuant to art. 15 of ministerial decree of 8 August 2000 no. 593 and other subsequent regulations, and mobility of APTUIT personnel towards the University pursuant to the labour legislation in force;
 - c) COMMERCIAL DEVELOPMENT: participation to activities commissioned to APTUIT by APTUIT clients and that may involve technology and teams from the University;
 - d) ESTABLISHMENT OF ENTERPRISES INCUBATORS: such as spin-off small companies arising from the UNIVERSITY which require specific R&D infrastructure not available at the UNIVERSITY premise and available in APTUIT
 - e) OTHER PROJECTS: every other activity determined by the Parties as beneficial to their mutual interests herein.

1 The activities under letter a), b), c), d) and e) are herein collectively defined as "**Project(s)**".

3 **ART. 3**

4 **IMPLEMENTATION OF THE MASTER AGREEMENT/PROJECT AGREEMENTS**

5 1) The cooperation relationship will be carried out at such laboratories and in such
6 facilities that the Parties will take care to chose and designate on the basis of the respective
7 competences and that will be indicated in the relevant Project Agreement.

8 2) Whenever in relation to the cooperation between the Parties any further deed,
9 contract, etc. will need to be signed, it shall be signed by the authorized representatives of
10 both Parties.

11 3) The administration of the University, through its own competent units (PhD Units,
12 Projects Unit, Liaison Office) will provide assistance to draw up each Project Agreement,
13 and to that end, said agreements shall be submitted to it prior to the signing by the Director
14 of the Department involved. The competent unit and the delegate by the Director ("*Rettore*")
15 for the exploitation of intellectual property are required to give their opinion prior to
16 stipulation of a Project Agreement on whether the Project Agreements are expected to meet
17 both the guide lines and the general clauses of this Master Agreement and academic by-laws
18 on research issues (patent rules, rules governing research activities, advisory and services
19 realized by the University on behalf of private or public legal entities).

20 4) The Project Agreements will provide for any provision related to the Project
21 including arrangements of the Parties concerning any costs and payments related to the
22 Project.

23 5) Each Party shall adopt, with regard to the research staff who will perform the
24 activities at its premises, any general and special measures of prevention and safety
25 according to legislative decree no. 81/08 and any other applicable law. Each Party shall be
26 responsible for its own personnel's / student's adherence to provided local rules and
27 procedures while onsite at the other Party's facilities.

29 **ART. 4**

30 **MANAGEMENT OF THIS MASTER AGREEMENT, RESPONSIBLE PERSONS,**

31 **ROLES & RESPONSIBILITIES**

32 1) Each Party shall design the following responsible person, collectively referred to the
33 "Responsible Persons",

34 The duty of the **MASTER AGREEMENT RESPONSIBLE PERSONS**, is to approve (i)
35 any Project and the relevant Project Agreement once the draft is finalized by the Project

Agreement Responsible Persons and (ii) any amendment to this Master Agreement as provided for by section 17 below.

The Master Agreement Responsible Persons appointed by each Party are:

- For the Università degli Studi di Verona: *[insert name]*

Address/email _____

- For Aptuit: *[insert name]*

Address/email _____

The Parties agree to notify any change of the Master Agreement Responsible Persons nominees in written within 30 days as per Art.6

The **PROJECT AGREEMENT RESPONSIBLE PERSONS** shall be appointed and indicated by each Party in the relevant Project Agreement and will be responsible, among other things, to discuss and negotiate the Projects, ensuring that no Project Agreement is established outside the scope and terms and conditions of the current Master Agreement and for the overall observance and compliance with the terms and conditions of the Project Agreement during all the duration of its validity.

Each Project Agreement Responsible Person will keep duly informed the Master Agreement Responsible Persons in relation to the execution of the Project Agreements, the performance of the relevant Project(s) and of any other issue concerning the Project(s).

The **SCIENTIFIC MANAGER** shall be appointed by the Project Agreement Responsible Persons prior to the implementation of a Project Agreement and will be responsible for the conduct of the Project(s), scientific supervision and reporting in compliance with the terms and condition of the Project Agreement; a same person can vest both Project Agreement Responsible Persons and Scientific Manager roles as indicated by each Party in the relevant Project Agreement.

Any change in Scientific Manager for either Parties will require the approval of the other Party.

2) The authorized representatives of both Parties may agree in written, with binding effects for the Parties, any updates to the plan of the activities, on the basis of the ongoing developments of the different forms of cooperation provided for in Article 2 above.

3) The revision, amendment and integration of Annex A) signed by the authorized representatives of both Parties will automatically form part of the Master Agreement.

4) Neither Party shall have any obligation to perform any Project, cooperation or activities under this Master Agreement unless such activities are described in a fully authorised and executed Project Agreement between the Parties.

1 **ART. 5**

2 **COMPENSATION**

- 3 1) The costs, and all the other relevant terms and conditions, for either Parties to perform
4 the Projects under this Master Agreement will be established in the relevant Project
5 Agreements, taking into account each Party contribution to common purposes and costs.
6

7 **ART. 6**

8 **MEETINGS, REPORTS AND DOCUMENTATION**

- 9
- 10 1) With a view to facilitating the attainment and the development of the purposes of this
11 Master Agreement, the Parties hereby agree to hold meetings according to a calendar
12 which shall be prepared by the Parties and held in any place as may be agreed upon by
13 them.
- 14 2) The Master Agreement Responsible Persons for the implementation of this Master
15 Agreement of both Parties, supported by the Scientific Managers of any Project will
16 yearly provide the Parties with a report summarizing the following issues:
- 17 a. detailed data on the expenses incurred by the research units involved in performing
18 the activities agreed upon by the Parties;
- 19 b. progress of the activities which constitute the subject matter of the Project
20 Agreement already underway;
- 21 c. further goals being of interest to both Parties deserving contractual regulation
22 (unless they have been already integrated in Article 1) in accordance with the
23 provisions set forth above, in paragraph 3 of Article 4).
- 24 3) The Project Agreement Responsible Persons supported by the Scientific Manager of any
25 Project will provide upon completion of the Project(s) or termination of the Project
26 Agreement, whichever the earliest, and on a regular basis during the performance of the
27 Project, a comprehensive and detailed report on the activities performed and on the
28 outcome of the project in relationship to the Project Agreement goals.
- 29 4) All above documentation and any communication shall be sent to:

30 **For Università degli Studi di Verona:**

31 **Name/address/email** _____

32 **In copy to the** Master Agreement Responsible Person

33

34 **For Aptuit (Verona) S.r.l.:**

35 **Name/address/email** _____

In copy to the Master Agreement Responsible Person

ART. 7

CONFIDENTIALITY

- 1) The Parties hereby agree that, that each Party (including all the respective employees and collaborators involved in the implementation of the cooperation plan of this Master Agreement as well as all the persons performing the Project Agreements to be executed), will treat with the utmost confidentiality all the experiences, information, know how disclosed by and acquired from the employees and/or collaborators of the other Party.
- 2) The Parties will implement all reasonable measures to preserve the secrecy and confidentiality of any information, including all information or know how of business nature which, although not falling under the scope of this Master Agreement and/or of any Project Agreement executed pursuant to the same, the Parties have considered worth exchanging in order to maximize the achievement of the purposes of the Project(s).
- 3) The Parties may identify confidential information contained in any document or other material or IT device by marking the document or the material or the device as “confidential”; however, the effects of such identification or of any other equivalent oral identification and, generally, of any confidentiality obligation does not cover any information which is in the public domain at the time of disclosure or which has been legitimately acquired by the other Party prior to the time of disclosure.
- 4) The Parties will be responsible for any damage which may arise from the breach of any obligation set forth in this clause, unless they are able to prove that such breach has occurred notwithstanding the use of the best care with respect to all circumstances.
- 5) The Parties will take care that this duty of confidentiality is observed even by outside staff, who due to service or function, may become aware of confidential data (administrative employed personnel, occasional or independent collaborators, technicians or managers of controlled, affiliated or sub-contracting enterprises).
- 6) The Parties will agree on the conditions for using their respective confidential information even after the termination of the cooperation relationship, where it seems appropriate with respect to the best individual use of the results achieved under the Master Agreement and/or the relevant Project Agreements. Such uses will be governed by confidentiality agreements which will be effective after the termination of this Master Agreement and of the relevant Project Agreements. The term of the

1 confidentiality agreements will be determined from time to time with respect to the
2 nature and the importance of the information.

- 3 7) Unless provided in the specific Project Agreement, the Parties can not sub-licence to
4 third parties, also after the termination of this Master Agreement and/or of the Project
5 Agreements executed pursuant to the same, issues pertaining to the *know how* acquired
6 or exchanged according to paragraphs above unless the sub-licence comes under the
7 frame of a licensing agreement entered into with third parties with a view to exploiting
8 the research outcomes and executed in accordance with exclusive ownership or co-
9 ownership created on said outcomes pursuant to clause 9 below.

11 **Art. 8**

12 **INTELLECTUAL PROPERTY RIGHTS**

- 13 1) The rules related to the Intellectual Property Rights is provided for by **Annex A**, which
14 is an integral part of this Master Agreement.

15 **ART. 9**

16 **VIOLATION OF INTELLECTUAL PROPERTY RIGHTS/PATENTS**

- 17 1) Each Party shall promptly inform the other Party about any suspected violation of
18 intellectual property rights or about any acts of unfair competition carried out by third
19 parties. The Parties will establish procedures on the basis of which they will jointly act
20 to protect each item that belongs to them or that they can enjoy or that is in their
21 disposal.
- 22 2) If a third party infringes any rights on the invention and its owner fails to exercise
23 proper actions to safeguard its rights and to inhibit such unlawful behaviour, including
24 by interim measures, any other entity/person entitles to claim protection pursuant to
25 article 100 of the Italian Code of Civil Procedure and according to the provisions of the
26 Italian Code of Industrial Property will be able to bring an action against counterfeiting
27 and abuse, being entitled to receive reimbursement of legal cost of the proceedings from
28 the owner, except when the action was vexatious.

29 **ART. 10**

31 **BUSINESS COOPERATION**

- 32 1) When Aptuit procures to the University an order issued by third parties, the Parties will
33 negotiate in good faith and agree in written the terms related to the role of Aptuit also in
34 relation to its compensation.

1 **ART. 11**

2 **PERSONAL DATA PROCESSING**

- 3 1) The Parties will take care of processing, spreading and communicating personal data
4 related to this agreement within the scope of their own institutional purposes.
5 2) The Parties undertake to process the personal data with the solely purpose connected
6 with the implementation of this Master Agreement, in accordance with and to the extent
7 permitted by the applicable laws.

8
9 **ART. 12**

10 **SEVERABILITY**

- 11 1) In the event that any provision of this Master Agreement shall be determined to be void
12 or unenforceable due to mandatory legal provisions currently in force or meanwhile
13 entered into force, that shall not import the nullity or unenforceability of the entire
14 Agreement.
15 2) The Parties shall replace, as soon as possible, any such provision with new valid
16 provisions that most closely approximate the *ratio* and the actual interests pursued by
17 clauses replaced.

18 **ART. 13**

19 **AMENDMENTS AND, EXTENSIONS**

- 20 1) The Parties shall negotiate in good faith any necessary changes to this Master
21 Agreement. Any amendment to this Master Agreement including but not limited to the
22 extension of the same in relation to paragraph 1) of Article 1, has to be approved in
23 writing and it has to be signed by the authorized representative of both Parties.

24
25 **ART. 14**

26 **GOVERNING LAW AND COMPETENT COURT**

- 27 1) This Master Agreement shall be deemed executed in Italy and shall be governed by
28 Italian law and Italian jurisdiction.
29 2) Any dispute relating to the execution, interpretation, performance, termination of this
30 agreement, will be submitted to the competence of the Court of Verona.

31
32 **ART. 15**

33 **THE RECITALS**

- 34 1) The above Recitals, agreed upon by the Parties, form an integral and substantial part of
35 this Master Agreement as well as all the Annexes attached hereto.

1
2 **ART. 16**

3 **DATA PRIVACY**

- 4 1) The Parties mutually declare to be aware (and for this reason they hereby expressly
5 agree) that the “personal data” provided with, even orally, by each Party on the occasion
6 of pre-contractual activities or in any way collected in respect of and during the
7 performance of this Master Agreement, will solely be used for contractual purposes,
8 through consultation, processing, interconnection, comparison with other data and/or
9 any other treatment either manual or automatic and, furthermore, they will be used for
10 statistic purposes, treated solely by anonymously data processing, through their
11 communication to public legal entities, upon their request for the purpose of achieving
12 their own institutional purposes, and also to private entities when the purpose of the
13 request meets the institutional purposes of the University.
- 14 2) The data controllers, as far as this clause regards, are the Parties as above designed,
15 named and located at the addresses specified.
- 16 3) Parties acknowledge to be informed on the rights provided by art. 7 of Legislative
17 Decree no. 196 of 2003.

18
19 **ART. 17**

20 **REGISTRATION**

- 21 1) This Master Agreement is subject to stamp duty whose costs are on the industry Party
22 pursuant to D.P.R. 26.10.1972 no. 642 and subsequent integrations and amendments.
23 Registration fees are due only in the event of use pursuant to art. 5, 2° subsection, D.P.R
24 26.4.1986, no. 131 and subsequent amendments, and shall be borne by the requesting
25 Party.

26
27 **ART. 18**

28 **MISCELLANEOUS**

- 29 1) This Master Agreement, together with any executed Project Agreements, contains the
30 entire understandings of the Parties with respect to the subject matter herein, and
31 supersedes all previous agreements (oral and written), negotiations, arrangements,
32 understandings and discussions with respect to the subject matter of this Master
33 Agreement and except as expressly provided herein is intended by the Parties to be the
34 complete and exclusive statement of the terms and conditions of this Master Agreement.
35 In case of conflict between the provisions of this Master Agreement and a Project

1 Agreement, the Project Agreement will prevail.
2 2) Neither Party shall use the other Party's name or the names of the other Party's
3 employees in any advertising or sales promotional material or in any publication
4 without prior written permission of the other Party.
5 3) The Parties relationship will be that of an independent contractor and nothing in this
6 Agreement should be construed to create a partnership, joint venture, or employer-
7 employee relationship. Neither Party is an agent of the other Party and neither Party is
8 authorized to make any representation, contract, or commitment on behalf of the other
9 Party.

10 L.C.S.

11

12 Verona, [---]

13

14 In witness whereof, the duly authorised representatives have signed this Agreement
FOR UNIVERSITÀ DEGLI STUDI DI VERONA FOR Aptuit (Verona) Srl
The Director _____
Prof. _____ The Managing Director

15 Verona, [---]

16

FOR UNIVERSITÀ DEGLI STUDI DI VERONA FOR APTUIT
The Director _____
Prof. _____ The Managing Director

17

Annex A

Contractual rules governing IP rights

INTELLECTUAL PROPERTY RIGHTS

In the event that under a Project Agreement is developed a new Intellectual Property Rights (the “New Intellectual Property Rights”) then to the extent that no third party has claim on the New Intellectual Property Rights, such as but not limited to any client of Aptuit, then:

- 1) If the activities which constitute the subject matter of this Master Agreement may lead to the filing of a patent application, each Party will promptly notify the other Party of such circumstance by registered letter or by any other equivalent communication which provides certainty of receipt, and will decide together whether to submit the patent application or to keep the invention a trade secret; in the former case, the Parties are required to jointly arrange how and when to submit the patent application as well as to jointly determine the international extent of the patent protection.
- 2) The Parties acknowledge that article 64 of the legislative decree no. 30/2005 will apply, unless otherwise agreed by the Parties with regard to the nature and the specific goals of the Project. It is understood that each Party shall indemnify, defend and hold harmless the other, in relation to any claims/requests of its employees/collaborators (including the "equo premio", if any) concerning the New Intellectual Property Rights.
- 3) In filing the patent application, the Parties are required to indicate the name of the inventor (or inventors).
- 4) Where a New Intellectual Property Rights results from the joint cooperation of the Parties, such Parties shall be co-owners of said New Intellectual Property Rights, unless differently agreed by the Parties. The quotas of ownership in the New Intellectual Property Rights are presumed to be equal between the Parties (50% each) where, due to the nature of the New Intellectual Property Rights or to other circumstances, it is not possible to ascertain which Party made a major contribution, in terms of quality and causal efficiency, to the discovery of the inventive potential of the outcome. If that is not the case, then the Responsible Persons shall determine and allocate on equitable basis respective quotas in the New Intellectual Property Rights, hiring, if necessary, an intellectual property consultant which costs and expenses will be equally shared by the Parties. In the event that an agreement may not be reached pursuant to the foregoing provisions, the Parties hereby agree that they will refer such matter to an arbitration

committee composed of three intellectual property consultants, duly included on the "Ordine" in the Patent Register of the "Albo", one appointed by each Party and the other by the President *pro tempore* of "Consiglio dell'Ordine". Provisions of article 806 et seq. of the Italian Code of Civil Procedure shall apply *mutatis mutandis* to said committee. The cost of the arbitration will be equally shared by the Parties.

5) When the performing Party opts for co-ownership in the New Intellectual Property Rights, but no agreement can be reached on the amount of respective quotas of ownership, the issue shall be submitted to the arbitration committee pursuant to paragraph 4) of this Annex A.

6) Where a New Intellectual Property Rights is co-owned by the Parties pursuant to clauses above and to further provisions contained in Project Agreements, they will draw up and enter into co-ownership rule by virtue of which, taking into account the nature and the specific scientific and technical characteristics of the outcome and its potential market, the following issues will be managed: a) timing to file patent application and patent extension; b) usage rights on the New Intellectual Property Rights; c) licensing system to affiliate companies and to third parties, royalties and division of profits; d) restriction on the disposal of the patent which has been, meanwhile, jointly filed; e) any other aspects deserving uniform rules, including those aimed at preventing conflicts. Should the Parties are not able to reach an agreement in relation to the above matters, the issue shall be submitted to the arbitration committee pursuant to paragraph 4) of this Annex A.

7) Rules set out in paragraphs from 4) to 6) above will also apply to any other New Intellectual Property Rights highly innovative (utility models) or, in accordance with the willing of the Parties and in order to preserve its economic value, intended to be used in a confidentiality way (*know how*).

8) If a Party unreasonably:

a) refuses to file a patent application for a New Intellectual Property Rights resulting from the performance of a Project Agreement and belonging, pursuant to paragraphs above or to further arrangements, exclusively to said Party from an economic perspective and there were serious grounds (parallel researches, faulty system of secrecy, etc.) for believing that, due to this failure, meanwhile the New Intellectual Property Rights might lose its novelty;

b) fails to comply with the other Party formal request, notified by means of registered letter prescribing to file patent application within 120 days from the receipt of the request;

1 the other Party will be entitled to file the patent application at its own expenses.

2 In such case, the patent will remain in the full disposal of the applicant Party, provided
3 that the other Party has been compensated, without prejudice for the provision under
4 section 2 above, with the payment of a releasing lump sum amounting to a third of the
5 economic value of the New Intellectual Property Rights, to be calculated, where no
6 agreement can be reached, through the arbitration proceedings pursuant to paragraph 4)
7 of this section. Such Party will provide the applicant Party with all the necessary
8 information and/or assistance for such filing.

9 9) In the event of claim on the reasons of refusal to file a patent application or on the
10 matters of urgency raised by the counterpart, the issue will be submitted to the
11 arbitration committee pursuant to paragraph 4) of this Annex A.

12 10) If a Party is a co-owner of a patent rights and refuses to cooperate in filing the patent
13 application for a New Intellectual Property Rights, the other Party shall be entitled to
14 forthwith file the application at its own expenses, indicating in the application the title
15 of co-ownership and the name of inventors, on the understanding that it is entitled to
16 recover from the co-owner *pro quota* the expenses incurred for patent advisory,
17 application filing, extension and patent maintenance.

18 11) In the event of claim on the reasons of refusal referred to in the previous paragraph, the
19 issue will be submitted to the arbitration committee pursuant to paragraph 4) of this
20 Annex A.

21 12) Economic rights in the New Intellectual Property Rights are eligible to be assigned to
22 third parties either by the exclusive owner or jointly if the Parties were co-owners
23 before the filing of the patent application, without prejudice to the author rights of the
24 inventor and provided that the assignee enters into the clause of paragraph 16 of this
25 Annex A.

26 13) Each of the members of the research team and all the collaborators involved in the
27 Project may use all or part of the research results for scientific publication subject to the
28 Parties joint written consent which may be given after consulting the Scientific Manager
29 of both Parties appointed by virtue of a specific Project Agreement.

30 15) Where the owners of a patent obtained pursuant to the provisions of this Master
31 Agreement and of any Project Agreement executed pursuant to the same, decide for any
32 reason whatsoever to suspend tax payment required to keep patent in force or to extend
33 its registration, such persons shall notify the inventor in a timely fashion of such an
34 intent, at the same time offering to assign the patent right to its inventor or to whoever
35 the latter may designate for such purpose, provided that a previous agreement on

consideration has been reached, on the understanding that, where no agreement can be reached, they will rely on the arbitration proceeding set out in paragraph 4) of this section.

16) The use of the name and distinctive signs of Università degli Studi di Verona or of the Department or Research facility of Università degli Studi di Verona, and the use of distinctive signs of the company/entity shall be subject to the previous written consent of its respective owner.

17) Where the Parties undertake joint research whose implementation requires investments in equipment, any title to and any right to use the equipment acquired shall be governed by special arrangements.

IN WITNESS whereof the Parties have caused the Contractual rules governing IP rights to be entered into by their duly authorised representatives on the date first above written.

For and on behalf of Università degli Studi di Verona: _____

Signed _____

Name (Print) _____

Position _____

Date _____

For and on behalf of Aptuit (Verona) S.r.l.:

Signed _____

Name (Print) _____

Position _____

Date _____