

COLLABORATION AGREEMENT

between

UNIVERSITY OF EAST ANGLIA

and

UNIVERSITY OF PALERMO

**Department of Biological, Chemical and Pharmaceutical Sciences and Technologies
(STEBICEF)**

COLLABORATION AGREEMENT

between

University of East Anglia, a charitable body registered in England under registration number RC000651, incorporated under Royal Charter and having its main administrative offices at Norwich Research Park, Norwich, NR4 7TJ (the "Lead University")

And

The Department of Biological, Chemical and Pharmaceutical Sciences and Technologies (STEBICEF) of University of Palermo (Italy), Fiscal Code: 80023730825 - VAT Number: 00605880822 - Business directory number (REA): PA-240862. Hereinafter referred to as "STEBICEF", located in Viale delle Scienze Ed.16, 90128 Palermo, Italy, here represented by its Head of Department, Prof. Vincenzo Arizza

hereinafter referred to as the "Parties" and each of them being a "Party"

In this Agreement University of Palermo shall be referred to as the "Collaborator"

BACKGROUND

- A. The Lead University employs the Principal Investigator who submitted a proposal to The Royal Society ("Funder"), for a research project titled "Role of trace-gas oxidising bacteria from the Chloroflexi group in Italian volcanic deposits" ("the Project") as set out in Schedule 1; and
- B. With reference to the award to support the Project, the Parties hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this collaboration agreement (the "Agreement").

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Project started on 31st March 2023 and the planned duration is 24 months unless terminated earlier in accordance with this Agreement. The Parties will co-operate to perform the Project. The tasks to be undertaken by each Party for the Project are those allocated to them in the proposal made to Funder for the Project attached at Schedule 2 to this Agreement (the "**Proposal**"). The Parties agree to perform such tasks with reasonable skill and care within the scope of their funding and to notify the Lead University of any delays or issues that may affect their ability to deliver their tasks as envisaged.

The agreement is in effect until 31st March 2025, unless extended with the approval of the Funder and both Parties.

2. The Collaborators each hereby agree to comply with the Main Contract attached at Schedule 1 in so far as they relate and apply to that Collaborator's involvement in the Project. Additionally each Collaborator agrees not to conduct itself (whether by act or omission) in such a manner that would cause the Lead University to be in breach of the Lead University's obligations under the Main Contract. On termination or expiry of the Main Contract, this Agreement will automatically immediately terminate.

3. Each Collaborator agrees to provide to the Lead University promptly on request (and where it is legally able to do so) any information, documentary evidence and records in respect of the Project that the Lead University may reasonably require from time to time in order to fulfil its reporting obligations under the Main Contract.

4. The maximum liability of a Party under this Agreement shall not exceed the sums to be paid to it under this Agreement and shall not, in any case extend to indirect or consequential losses. Nothing in this Agreement limits or excludes any Party's liability for (a) death or personal injury resulting from negligence; or (b) personal data breach; or (c) intentional breach of intellectual property; or (d) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

5. The funding to be provided to the Collaborator(s) by the Lead University in respect of the Project is detailed in the payment schedule contained in Schedule 3 to this Agreement. The Lead University shall only pass on funds received under the Main Contract. If the Funder requires the reimbursement by the Lead University of any sums paid under the Main Contract, then to the extent that such requirement arises from the acts or omissions of a Collaborator, such Collaborator agrees to reimburse the Lead University together with any interest charged thereon by the Funder.

6. Subject to the conditions of the Main Contract, any intellectual property, know-how and results created in the course of the Project ("Results") shall be owned by the Party that generates them. Nothing in this agreement shall affect the ownership of any background intellectual property (being any intellectual property owned or controlled by a Party prior to the commencement of the Project or generated by a Party outside the scope of the Project) used in the implementation of the Project. Each Party grants the other Parties (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its background intellectual property used in the implementation of the Project solely to enable the other Parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.

7. Authorship of any publications of the conclusions of the Project will be decided in accordance with normal academic practice.

8. Each Party shall procure that in carrying out the Project, it will comply with all applicable laws, regulations and statutes, including those relating to anti-bribery and modern slavery. Non-compliance with this clause by a Party shall not be sufficient justification for another Party to not comply with its obligations under this Agreement.

9. Any additional conditions which apply to this Agreement (over and above this Agreement) are set out in Schedule 4 to this Agreement.

10. This Agreement shall be regarded as though it were a complementary agreement to the Main Contract. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of the Funder as set out in the Main Contract which shall take precedence.

11. This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.

12. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. The contact persons of the Collaboration agreement are Dr. Dr Marcela Hernandez Garcia, Applicant of the award, for University of East Anglia, and Prof.ssa Paola Quatrini, as Co-Applicant, for the University of Palermo – Department of Biological Chemical and Pharmaceutical Sciences and Technologies (STEBICEF).

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of University of East Anglia

Signed: DocuSigned by: Isobel Appleton

Name: AEBFA6EBDD054D2... Isobel Appleton

Title: Project officer

Dated: 22 March 2024

for and on behalf of University of Palermo –
Department of Biological Chemical and
Pharmaceutical Sciences and Technologies
(STEBICEF)

Signed: _____

Name: Prof. Vincenzo Arizza

Title: STeBiCeF Department

Dated: 06.03.2024

Firmato digitalmente da:
Vincenzo Arizza
Data: 06/03/2024 14:43:53

SCHEDULE 1

Main Contract



R211938 Award



R211938

Letter IESR3223258 zConditions-of-Awar

SCHEDULE 2

Proposal



R211938 Submitted
App 26.09.22.pdf

SCHEDULE 3

Payment Schedule

Payment Schedule for University of Palermo

No funds are to be received by the University of Palermo from The University of East Anglia for this Project.

SCHEDULE 4

Additional Conditions

1. Research Integrity

Each Party shall be responsible for ensuring they have received and shall maintain appropriate ethical and governance approvals in relation to their work on the project.

2. Impact

All Parties agree to provide information (not including Confidential Information) to another Party as that Party may reasonably request in support of evidencing impact.

3. Confidentiality

The Parties each agree to keep any confidential and business information they receive confidential and they agree not to disclose it to any third party without the express written consent of the disclosing Party. This clause shall not apply to any confidential information that was received independently by the other Party or was disclosed other than as a breach of this Agreement or where disclosure was required under law.

4. Processing and Sharing Materials and Data

In the event that any materials or data being processed or shared under this Agreement are subject to any additional regulations due to their level of sensitivity including, without limitation:

- the Human Tissue Act 2004
- the Data Protection Act 2018 and UK GDPR
- the National Security and Investment Act 2021
- the Export Control Act 2022

the Parties agree to enter into a relevant agreement to control the use and/or processing of such.

5. Termination

5.1 The Lead University may terminate this Agreement for any reason by giving ninety (90) days prior written notice to the other Parties.

5.2 A Party (the "Leaving Party") may terminate its participation in the Project for any reason by giving ninety (90) days prior written notice to the Lead University of its intention to terminate.

5.3 The Leaving Party shall not be entitled to recover any of its costs incurred in connection with the Project on or after the date of termination of its participation in the Project as set out in the notice of termination.

5.4 The Leaving Party shall grant to the other Parties a non-exclusive, royalty-free licence to use its Background IP and Arising IP for the purposes of carrying out the Project.

5.5 Clauses 4 (Liability), 5 (Repayment of the Award), 6 (Intellectual Property), 8 (Applicable Law), 11 (Law), and Schedule 4 Clauses 2 (Impact), 4 (Transfers of Materials), 5 (Processing and Sharing Data), and 6 (Termination), shall survive the expiration or termination (if earlier) of this Agreement indefinitely. Schedule 4 Clause 3 (Confidentiality) shall survive expiration or termination (if earlier) of this Agreement for a period of 3 years.