

RESEARCH COLLABORATION AGREEMENT

BETWEEN THE UNDERSIGNED :

Le CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE,
A Public Scientific and Technological Establishment,
The head office of which is situated at 3, rue Michel-Ange, 75794 PARIS Cedex 16,
SIRET No. 180089013 04033, NAF Code 7219.Z,
Represented by its CEO, Mr. Antoine PETIT, having delegated authority to sign this agreement to the Regional Delegate of the Rhône Auvergne Delegation, Mr Laurent BARBIERI, 2 avenue Albert Einstein – BP 61335 -69609 Villeurbanne Cedex, France,
Hereafter referred to as "**CNRS**",

And

UNIVERSITÉ CLAUDE BERNARD LYON 1, a public establishment of scientific, cultural and professional character whose registered office is 43 Boulevard du 11 Novembre 1918, 69100 Villeurbanne, France, SIRET 196 917 744 00019, NAF code 8542Z, represented by its President, Mr Frédéric FLEURY, herein referred to as "UCBL", represented by its authorized representative Frédéric Fleury, its President,
Hereinafter referred to as the "**UCBL**",

And

The ECOLE NORMALE SUPÉRIEURE DE LYON, a public establishment of scientific, cultural and professional character having its registered office at 15 parvis René Descartes, 69007 Lyon, SIRET 130 008 121 00019, NAF code 8542Z, represented by its President, Mr Jean-François PINTON, herein referred as "**ENS de Lyon**",

CNRS, ENS de Lyon and the UCBL acting for and on behalf of the "Institut de Génomique Fonctionnelle de Lyon" (UMR5242), directed by Mr.François LEULIER, hereinafter referred to as the "**LABORATORY**",

UCBL and ENS de Lyon have mandated CNRS for the negotiation and signature of the present agreement.

CNRS, ENS de Lyon and the UCBL hereinafter collectively referred to as the "**ESTABLISHMENTS**"

And

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

The ESTABLISHMENTS and STEBICEF are hereinafter referred to jointly as "**PARTIES**" and individually as "**PARTY**".

Expressions used in the singular may also be used in the plural and vice versa, depending on the context.

"Preamble"



The Institut de Génomique Fonctionnelle (IGFL) has a scientific focus on integrative animal biology, particularly at the interface of development, evolution and physiology. The 'Comparative developmental biology and regeneration' team has established *Parhyale hawaiensis* as an experimental model for comparative studies, including the study of leg regeneration. The team has established genetic tools and genomics resources this species. The collaboration will allow the team to collect specimens and to culture close relatives of *Parhyale hawaiensis* in the laboratory, in order to initiate comparative genomic studies that will facilitate the identification of functional sequences, such as *cis*-regulatory elements, in the genome of *Parhyale*.

STEBICEF has a deep experience on studies of marine fauna; however the resident fauna of sandy beaches needs to be investigated from a molecular and genomic points of view. In this framework, talitrids and hyalids (Crustacea:Amphipoda) are a relevant taxon, key-species and candidate bioindicator of impacts on sandy shores. STEBICEF and the IGFL wish to set up a research collaboration agreement in order to initiate genome studies in Mediterranean *Parhyale* species. The collaboration will improve information related to the species inhabiting the marine ecotone connecting land and sea, and provide one more tool to understand and manage such a complex coastal ecosystem.

ARTICLE 1: DEFINITIONS

- **AFFILIATED ENTITY:** AFFILIATED ENTITY means any legal entity which controls or is controlled, directly or indirectly, by this PARTY, i.e. where this PARTY:

- directly or indirectly holds more than 50% of the share capital of this legal entity, or
- more than 50% of the voting rights of the shareholders or members of this legal entity.

The AFFILIATED ENTITIES of the PARTIES are specified in Appendix x.

For the CNRS, AFFILIATED ENTITIES means CNRS Innovation. and the SATT (*Société d'Accélération au Transfert de Technologie* - Technology Transfer Company) PULSALYS

- **NEW PATENT(S):** any patent application and patents resulting wholly or in part from such applications, and all rights resulting therefrom, including reissues, re-examinations and extensions relating thereto, resulting from the RESULTS as defined below.

- **AGREEMENT:** this research collaboration agreement.

- **BACKGROUND:** all technical and/or scientific information and knowledge and/or any other type of information, including know-how, manufacturing and trade secrets, prototypes, data, databases, software, files, plans, diagrams, drawings and formulae, in whatever form, whether or not patentable or patented, together with all rights relating thereto, belonging to a PARTY or held by it prior to the date of entry into force of the AGREEMENT and/or developed or acquired by it independently of the performance of the latter.

Any pre-existing improvement of know-how is deemed to be BACKGROUND.

The BACKGROUND of the PARTIES, necessary for the performance of the AGREEMENT as at the date of entry into force of the AGREEMENT, is specified in Appendix 3 of the AGREEMENT.

Each of the PARTIES is responsible for informing the other PARTIES, in writing, of the identification, in the course of performance of the AGREEMENT, of other BACKGROUND necessary for the performance of the AGREEMENT. Appendix 3 will accordingly be completed.

- **RESULTS:** all technical and/or scientific information and knowledge and/or any other type of information, including know-how, manufacturing and trade secrets, prototypes, data, databases, software, files, plans,

diagrams, drawings and formulae, in whatever form, whether or not patentable or patented, with all rights relating thereto developed by one or more PARTIES using the MATERIEL or not within the frame of the AGREEMENT.

- **CONFIDENTIAL INFORMATION:** all information disclosed by a PARTY to one or more other PARTIES in the performance of the AGREEMENT and provided that the PARTY disclosing it has indicated its confidential nature in a clear and unequivocal manner, or in the case of oral disclosure, that the PARTY disclosing it has orally made known its confidential nature at the time of disclosure and has confirmed such confidential nature in writing within thirty (30) days.

- **IP MANAGER:** party appointed by the ESTABLISHMENTS at the time of obtaining patentable RESULTS in accordance with the rules set out in Article R 611-13 of the French Intellectual Property Code. It is agreed between the ESTABLISHMENTS, in order to ensure coherence between the management of this agreement and the evaluation of the RESULTS resulting therefrom, that CNRS. shall be the IP MANAGER.

-**MATERIAL:** any collected material for the STUDY, excluding progenies or unmodified derivatives, to be used exclusively for the STUDY.

ARTICLE 2: OBJECT

The aim of the PARTIES is the carrying out of the STUDY, entitled "Initiation of genome studies in Mediterranean *Parhyle* species" a description of which is attached in Appendix 1.

ARTICLE 3: MONITORING OF THE STUDY

3.1. Dr Michalis AVEROF and Dr Mathilde PARIS, Director of Research and Research Scientist respectively, shall be the Scientific Directors of the STUDY. Their counterpart in STEBICEF shall be Prof. Sabrina LO BRUTTO.

3.2 Working meetings between the PARTIES shall take place at the express request of one of the PARTIES.

These representatives may, where necessary, be assisted by a specialist of their choice, The specialists referred to above shall only take part in a consultative capacity.

The meetings shall have the aim of monitoring performance of the AGREEMENT and shall anticipate and resolve any issues that may arise during the course of the STUDY. Minutes shall be taken of the meetings and sent to each of the PARTIES within fifteen (15) days of the date of the meeting. These minutes shall be deemed to be accepted by the PARTIES if, within eight (8) days with effect from receipt of the minutes, no objection or disapproval has been made in writing.

ARTICLE 4: FINANCIAL TERMS

The Parties agree that the present agreement will not generate any financial obligations.

ARTICLE 5: OWNERSHIP OF BACKGROUND AND RESULTS

5.1 - BACKGROUND

The PARTIES' BACKGROUND remains their respective property. A PARTY receives no rights over the BACKGROUND of the other PARTY by virtue of the AGREEMENT.

5.2 - RESULTS

RESULTS shall belong in equal parts to the ESTABLISHMENTS and to STEBICEF.



ARTICLE 6: USES FOR RESEARCH PURPOSES

Each PARTY is free to use the RESULTS and the MATERIEL free-of-charge in connection with action carried out for noncommercial, experimental or research purposes, alone or with third parties.

ARTICLE 7: EXPLOITATION OF THE RESULTS OTHER THAN SOFTWARES

7.1 Exploitation of RESULTS

Each PARTY shall have a non-exclusive right of industrial and/or commercial exploitation, directly or indirectly, of the RESULTS.

The PARTIES shall specify the terms and conditions of exploitation in the framework of a further licensing agreement or, in the case of NEW PATENTS, in the framework of the co-ownership regulations before any effective industrial and commercial exploitation.

It is hereby agreed that any direct and/or indirect exploitation by a PARTY shall imply financial compensation for the benefit of the other PARTIES, in accordance with the terms and conditions subsequently defined in the aforementioned licensing agreement or co-ownership agreement.

7.2. Use of BACKGROUND

If the exploitation of the RESULTS by a PARTY or an AFFILIATE requires the use of BACKGROUND held in part or in whole by another PARTY, the latter shall endeavor to facilitate such exploitation, subject to the rights granted to third parties or AFFILIATES on the day of the signature of the AGREEMENT or which may be granted during the term of the AGREEMENT. The conditions of use of the BACKGROUND shall be determined contractually on a case-by-case basis.

Each PARTY may use the RESULTS freely and free of charge for non-commercial or experimental purposes, for research purposes, alone or with third parties.

ARTICLE 8: OBLIGATION TO PROVIDE INFORMATION

8.1. On a regular basis and confidentially, CNRS shall inform STEBICEF of the results of its work, obtained by using, or from, the MATERIAL.

8.2. In accordance with effective scientific practices, all publications or communications relating to the use of the MATERIAL shall refer to the fact that such MATERIAL originated from STEBICEF. Similarly, the contribution of The STEBICEF staff to making the MATERIAL accessible shall be expressly mentioned in any and all publications or communications, either by thanking such staff, or mentioning them as co-authors.

8.3. The provisions of this Article shall remain effective during the term of this Agreement and for five (5) years subsequent to its expiry or termination.

ARTICLE 9: USE OF GENETIC RESOURCES (APA)

STEBICEF shall ensure, where appropriate, compliance with the regulations on access to genetic resources and sharing of benefits arising from their use (APA) applicable to the use of the transferred genetic material. It undertakes to obtain the appropriate authorizations from the competent authorities covering the use it makes of the resource, its transfer to the laboratory as well as the activities planned by the latter. The latter undertakes, if necessary, to transmit to the laboratory a copy of the authorizations as soon as they are obtained.



ARTICLE 10: CONFIDENTIALITY – PUBLICATIONS

10.1 Confidential Information

Each PARTY shall disclose to the other PARTIES solely the CONFIDENTIAL INFORMATION which it deems to be needed for the performance of the STUDY, subject to the rights of third parties.

The PARTIES will ensure compliance with the General Data Protection Regulation (EU) No. 2016/679 of April 27, 2016 (GDPR), France's Personal Data Privacy and Protection Act No. 78-17, as amended, of January 6, 1978 and any other domestic implementing legislation relating to the processing of the personal data implemented in connection with this AGREEMENT.

When the conducting of the STUDY assumes the processing of personal data other than the data of the individuals in charge of conducting it contractually, an exhibit defining the commitments of the PARTIES, the technical arrangements provided to implement the processing and responsibility, will be appended to this AGREEMENT.

No provision of the AGREEMENT is to be interpreted as obliging one of the PARTIES to disclose CONFIDENTIAL INFORMATION to another PARTY, other than that which is needed for the performance of the STUDY.

The PARTY receiving CONFIDENTIAL INFORMATION from one of the other PARTIES undertakes, throughout the term of the AGREEMENT and for the five (5) following the termination or expiry of the AGREEMENT, that the CONFIDENTIAL INFORMATION originating from the PARTY which discloses it:

- will be kept strictly confidential and treated with the same degree of protection which it provides in respect of its own CONFIDENTIAL INFORMATION;
- will only be disclosed to members of its staff, who shall themselves be subject to contractual or statutory confidentiality, and used only for the purposes specified in the AGREEMENT.

All CONFIDENTIAL INFORMATION and copies thereof disclosed by a PARTY to another PARTY within the frame of the AGREEMENT shall remain the property of the PARTY disclosing it, subject to the rights of third parties, and must be returned to the latter immediately upon demand.

The PARTY receiving CONFIDENTIAL INFORMATION may disclose the CONFIDENTIAL INFORMATION where it is able to prove:

- that it had been available publicly prior to its disclosure or subsequently, but in the absence of any fault attributable to it;
- that it was already within its possession prior to the signing of the AGREEMENT;
- that it was lawfully received from a third party;
- that the use or disclosure was authorised in writing by the PARTY from which it originates;
- that it was produced independently and in good faith by the staff of the PARTY receiving it without them having had access to such CONFIDENTIAL INFORMATION.

No provision of this AGREEMENT shall imply:

- a waiver, for the PARTY disclosing it, of protection of the CONFIDENTIAL INFORMATION by a patent or by any other intellectual property right;
- an assignment or concession, by the PARTY disclosing the CONFIDENTIAL INFORMATION, of any right over such information for the benefit of the other PARTIES.

10.2. Publication and Dissemination



Any publication or disclosure of RESULTS by one of the PARTIES must, during the term of this agreement and for the six months following its expiry, be approved in writing by the other PARTIES who shall give their decision within a maximum of two months with effect from the request. After this time limit and in default of a response, approval shall be deemed to have been given.

Accordingly, any plan for publication or disclosure shall be submitted for the opinion of the other PARTIES who may delete or amend certain details the disclosure of which would prejudice the industrial and commercial use, under proper conditions, of the RESULTS. Such deletions or amendments shall not jeopardise the scientific value of the publication.

Where information contained in the publication or disclosure has to be subject to protection as industrial property, one of the PARTIES may delay publication or disclosure for a period not exceeding 18 months with effect from the request.

Such publication and disclosure shall mention the contribution made by each of the PARTIES to the accomplishment of the STUDY.

Notwithstanding the provisions of this Article 8.2, the PARTIES agree that disclosure of RESULTS to the AFFILIATED ENTITIES may be freely made, subject by compliance of the latter with the obligation of confidentiality specified under Article 8.1. Each PARTY shall stand as guarantor for compliance with this obligation of confidentiality by its AFFILIATED ENTITIES.

10.3 Activity reports - Defence of theses

These stipulations shall not impede:

- either the obligation binding on each of the persons participating in the STUDY to produce an activity report to the agency with whom they are connected, in so far as such communication does not constitute a disclosure within the meaning of the laws on industrial property;
- or the defence of thesis of researchers and engineers whose scientific activities relate to the subject matter of this agreement, such defence of thesis to be organised whenever necessary so as to guarantee, whilst complying with the university legislation in force, the confidentiality of certain RESULTS.

ARTICLE 11: TERM

This agreement shall enter into force on the date of its signing by all Parties and is entered into for a term of 36 months.

It may be renewed at the end of this term by an amendment which shall state precisely the purpose of such extension.

Notwithstanding the expiry of this agreement or its termination, the provisions set out in Articles 6, 7 and 8 shall remain in force

ARTICLE 12: LIABILITY - INSURANCE

12.1 - The materials and equipment made available by a PARTY to the others or funded by that PARTY in the frame of a separate agreement, shall remain the property of the latter.

Each PARTY shall be liable for loss and damage to the property of another PARTY caused by it in the performance of the agreement.



12.2 - In the frame of the STUDY, employees of one of the PARTIES, remaining paid by their employer, may be required to work in the premises of one or other of the PARTIES. Staff must accordingly comply with the rules of procedure of the hosting establishment and to technical instructions concerning equipment.

Each PARTY shall however continue to be bound, with regard to the staff which it pays, by all of the employer's social welfare and tax obligations and to exercise toward the staff all the administrative requirements of management (assessment, promotion, discipline etc.). The hosting establishment shall provide any useful guidance to the employer.

The ESTABLISHMENTS and STEBICEF shall each provide cover to their respective employees with regard to accidents at work and occupational illness without prejudice to any recourse against third parties having liability.

Each PARTY shall, insofar as it is concerned, bear all pecuniary consequences of civil liability incurred by it under ordinary law, arising from any bodily harm or loss and damage to materials caused to third parties in the course of the works carried out in connection with the AGREEMENT.

12.3 - The PARTIES must take out and maintain the insurance policies necessary to cover any loss and damage to property and persons which may occur in connection with the performance of the AGREEMENT, it being understood that the rule in accordance with which "the State is its own insurer" applies to the public research bodies. Accordingly, the latter guarantee any loss and damage for which they may be declared liable against their budgets, in accordance with the rules stipulated in this Article.

ARTICLE 13: INTUITU PERSONAE

This Agreement is entered into intuitu personae. Accordingly, it is personal, non-assignable and non-transferable.

In the event of a restructuring of STEBICEF's share capital involving a merger, assignment or any other transformation intended to change the intuitu personae attributes of STEBICEF taken into consideration for the entering into of this agreement, an amendment shall be drawn up, unless the parties wish otherwise, in order to take account of the take-up of the agreement by the new entity.

ARTICLE 14: INVALIDITY OF A CLAUSE

Where one or more provisions of this agreement are held to be invalid or declared as such in application of a treaty, Law or regulation, or following a final decision by a Court having jurisdiction, the remaining provisions shall retain all of their force and effect.

The Parties shall make the amendments necessary without delay, complying as far as is possible with the agreement as to intention existing at the time of signing of this agreement

ARTICLE 15: USE OF NAME OR TRADEMARK

STEBICEF is reminded that the initials "CNRS", the words "Centre National de la Recherche Scientifique " and the logo have been filed as trademarks.

PARTIES undertake not to use or make reference to the registered names or trademarks of the other party for any purpose whatsoever without the prior, express, written agreement of the interested party.

The use of the trademarks and registered names of the CNRS may be made the subject matter of separate agreements, including in connection with publicity activities or exhibitions relating to the STUDY. These agreements must be signed prior to any use of these trademarks and registered names.

The rules set out above shall be equally applicable to the name and logo of the LABORATORY.

ARTICLE 16: LANGUAGE



This agreement has been drawn up in English.

ARTICLE 17: TERMINATION

This agreement may be automatically terminated by one of the Parties in the event of non-execution by the other of one or more of its obligations as set out in its various clauses.

This termination shall only become effective 2 months after the complainant Party has sent a registered letter with acknowledgement of receipt setting out the grounds for the complaint, where within this time limit the Party in breach has failed to comply with its obligations and has not produced proof of an impediment arising from an event of force majeure.

Exercise of this right of termination shall not release the Party in default from fulfilling its contractual obligations up until the effective date of termination, subject to any loss and damage suffered by the complainant Party arising from the early termination of the agreement.

ARTICLE 18: GOVERNING LAW, DISPUTES

This agreement is subject to the law of the respondent country.

In the event of any dispute which may arise between the Parties relating to the interpretation and/or performance of this agreement, they shall attempt to reach an amicable solution to such dispute.

In default, they undertake to submit their dispute, prior to any legal proceedings, to conciliators nominated by each of them, unless they are in agreement on the appointment of a single conciliator. The conciliator(s) shall attempt to resolve the difficulties within 30 days from the date of appointment of the conciliator (s).

All disputes between the Parties relating to the existence, validity, interpretation, performance and termination of this agreement or of any one of its clauses, which the Parties are unable to resolve amicably within a time limit of six months, shall be brought before the French courts having jurisdiction.

ARTICLE 19 : REGISTRATION FEES AND TAXES

STEBICEF will be registered in case of use and at a fixed fee, pursuant to articles 5 and 39 of the Presidential Decree DPR No. 131/86. Registration fees will be paid by the requesting party. The stamp tax, referred to in article 2 of the Presidential Decree DPR No. 642/1972, "Annex A", will be paid by the STEBICEF Department.

Executed at Lyon
in two (2) original copies.

For the CNRS

For the CEO of the CNRS, by delegation

For UCBL and ENS de Lyon, by mandate

Mr Laurent BARBIERI

Regional Delegate of the CNRS Rhône Auvergne

Date: 19/04/22



Pour le Délégué Régional empêché
Denis DUPLAT
Responsable du service
Partenariat et Valorisation
CNRS Rhône Auvergne

For the Departmente STEBICEF of the University of Palermo

Prof. Vincenzo Arizza

Date: 20.01.2022

Ministero dell'Economia e delle Finanze
MARCA DA BOLLO
€16,00
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Ministero dell'Economia e delle Finanze
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Ministero dell'Economia e delle Finanze
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APPENDIX 1: SCIENTIFIC AND TECHNICAL APPENDIX

The Agreement establishes the terms of a co-operation of the two Institutions on a project aimed at initiating genome studies in Mediterranean *Parhyale* species, which shall imply (a) conducting field work to collect the animals, (b) exchange of expertise on the natural habitats and biology of these organisms, (c) the establishment of laboratory cultures, (d) initiating the study of their genome by low-coverage genome sequencing, and (e) hosting of visiting personnel from the two Institutions according to the needs of the project.

The Department STEBICEF has a deep experience on studies of marine fauna; however the resident fauna of sandy beaches needs to be investigated from a molecular and genomic points of view. In this framework, talitrids and hyalids (Crustacea:Amphipoda) are a relevant taxon, key-species and candidate bioindicator of impacts on sandy shores. The collaboration will improve information related to the species inhabiting the marine ecotone connecting land and sea, and provide one more tool to understand and manage such a complex coastal ecosystem.

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