

# RESEARCH AGREEMENT

BETWEEN

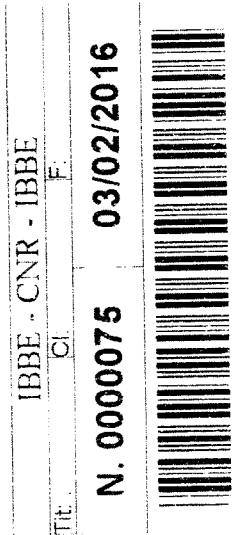
**STELLENBOSCH UNIVERSITY THROUGH THE INSTITUTE FOR WINE BIOTECHNOLOGY, DEPARTMENT OF VITICULTURE AND OENOLOGY**, (henceforward referred as IWBT), Division for Research Development, room 2037, 2<sup>nd</sup> Floor, RW Wilcocks building, c/o Victoria & Ryneveld street, Stellenbosch, 7600, South Africa, represented by Prof Danie Brink (Dean: Faculty of AgriSciences ).

AND

**THE NATIONAL RESEARCH COUNCIL (CNR) – INSTITUTE OF BIOMEMBRANES AND BIOENERGETICS** (henceforward referred as CNR-IBBE), Via Amendola 165/A, Bari, Italy – tax code 80054330586 and VAT number IT02118311006 , *represented by* the Director, Prof. Graziano Pesole

GIVEN THAT

- The CNR-IBBE, at the Laboratory of Molecular Biodiversity (MoBiLab) located in Bari, *via Amendola 122/D-O CAP 70126*, is equipped with a research infrastructure and has a consolidated know-how in sequencing technologies through the Illumina platform and in bioinformatics analysis approaches;
- *IWBT*, in turn, has a broad and specific know-how in the field of grape and wine sciences and especially in wine microbiology and biotechnology for the purpose of the project related to this contract.



NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE  
PARTIES HEREBY AGREE AS FOLLOWS:

**Art . 1 - Premises and Attachments**

The Premises and the Attachments are an integral part of this Agreement.

**ART. 2 - Definitions**

In the present Agreement, the following definitions have the specific meanings:

- a) "Technical Material" is referred to any tangible item (such as documents in any form, software, databases, or basic knowledge, prototypes, components or parts of devices) as well as any intangible item (such as data, information, ideas and concepts), whether or not they are protected by Intellectual Property Rights;
- b) "Intellectual Property Rights" or "IPR" is referred to as all patents, patent applications, and patentable results, trademark rights, rights on projects and designs, copyrights and all other related rights;
- c) "Background" is referred to the Technical Material and the existing IPR (patents, know-how, copyrights, inventions, data or information or any other intellectual property rights prior to the signing date of the present Agreement) that each Party makes available in the course of the activities, which are the object of the present Agreement;
- d) "Results" is referred to the Technical Material and the IPR, patentable or not, that derive directly from the execution of the activities, which are the object of the present Agreement;



### **Art . 3 - Object of the Agreement**

The object of the present Agreement is the execution by CNR-IBBE, and on its behalf by the Laboratory of Molecular Biodiversity (MoBiLab), of the research services, as described in the Technical Annex to the present Agreement.

### **Art . 4 - Duration of the Agreement**

**4.1** The duration of this Agreement become effective from the signing date; the activities, which are the subject of the scientific partnership, should be completed within 6 (six) months from that signing date.

**4.2** This Agreement is not renewable tacitly, with the exception of a subsequent agreement, which will be written and approved by both the Parties.

### **Art . 5 - Place of Execution**

**5.1** The research services, will be performed at CNR-IBBE MoBiLab.

The scientific supervisors of this Agreement are Prof. Graziano Pesole for CNR-IBBE, and Dr Benoit Divol for IWBT.



### **Art. 6 – Operating conditions of the research services**

**6.1** The research services, which are the subject of this Agreement, will be carried out in accordance with the scientific planning and timing as defined in the Technical Annex, in which human, instrumental and infrastructural resources, will be included.



**6.2** The IWBT undertakes to pay CNR-IBBE Euro 3,500 (3,500/00) for the execution of the research services.

**6.3** The bank transfer from IWBT will be followed by the issue of a debit note by CNR-IBBE at the following address:

Dr Benoit Divol (DSc)  
Institute for Wine Biotechnology  
Department of Viticulture and Oenology  
Stellenbosch University, South Africa

after the completion of the services, described in the Technical Annex, and the conformity declaration by the Scientific Supervisor of IWBT.

### **Art. 7 – Publications**

**7.1** In accordance with the purposes of the Parties indicated in the Premises, the Parties may agree to publish the results obtained from the research activities which are the subject of the present Agreement, subject to a written communication, also in electronic form.

**7.2** In the absence of any requests or feedback, which have to be communicated in written form, also by e-mail, within 30 (thirty) day from the receipt of the request by the interested Party, the aforementioned request will be considered approved.

**7.3** If the receiving Party expresses a negative opinion concerning the publication request due to the need to protect the IPR or any confidential information included in the proposed document, the publication by the



receiving Party, will be postponed until the date of the deposit and/or registration of that IPR.

7.4 In all other cases, within 30 (thirty) days from the request of publication, the receiving Party will send in written form, also by e-mail, all those changes and/or integrations to the text necessary to authorize its disclosure.

#### **Art. 8 – Results property**


8.1 In the course of the research services, which are the subject of the present partnership, the Parties agree that the Intellectual Property Rights of the results will belong to IWBT.

8.2 The Intellectual Property Rights on the "Background", used by each party within the cooperation covered by the contract, and of which it is the owner, remains the property of the Party which holds that title. The Parties agree to make their Background available for free, not exclusively, only for the duration and the execution of the activities described in the Agreement.

#### **Art. 9 - Use of the name, the brand, quotes and public announcement**

9.1 Nothing contained in this Agreement, among which name, brand or other designation of both the Parties, including abbreviations, confers any right to use for advertising purposes or for any other promotional activities unrelated to the content of the contract.

9.2 Conversely, the Parties undertake, in the context of press releases, articles, presentations and, more generally, of any other form of scientific disclosures related to - even partially - the scientific results obtained from the partnership, to report that the achieved results derived from the research



carried out jointly between the Parties and not without the written consent of the other Party.

**9.3** In case of scientific results, which are susceptible of patent protection, the Parties undertake to plan together the content of any public announcement related to those and directed to the disclosure through the mass media. The Party, which has the intention to make the press, must prior notify in writing, transmitting also by electronic mail, the other Party which can send in writing possible observations within 10 (ten) days after the effective notice delivery. Beyond that date, in the absence of any response, the Party which has the intention to make the communication, will be free to proceed.

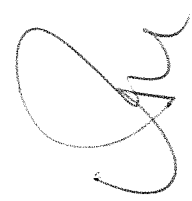
During the secrecy period (18 months from the first registration), all the communications related to the content of the patent application must be agreed.

#### **Art . 10 – Secret protection**

**10.1** During the course of this Agreement, one Party (the “Disclosing Party”) may provide the other Party (the “Receiving Party”) with information which it wishes to be kept confidential.

**10.2** A Receiving Party undertake to guarantee, for themselves and their staff, the strict confidence relating to the confidential information, the data, the analysis methods, the research, etc. and not to divulge to third parties and to use them only for the achievement of the objectives of the present Agreement, and finally the parties undertake to refrain from actions which might harm the patentability of these results.

**10.3** Subject to Article 8, the above obligations will survive the activities



completion and the contract resolution. They will cease to be effective when the information will become public knowledge and nevertheless elapsed (three) years from the end of the contract.

#### **Art. 11 - Changes**

The Present Contract contains all the obligations agreed between the Parties and may only be modified only through a document signed by both the Parties.

#### **Art . 12 - Breach**

In the event of any of the Parties (the "Defaulting Party") committing a material breach of any of the terms of this Agreement and failing to remedy such breach within a period of 10 (ten) days after receipt of a written notice from the other Party (the "Aggrieved Party") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to terminate this Agreement forthwith and without further notice, claim and recover damages from the Defaulting Party.

#### **Art . 13 - Termination**

**13.1** Either Party shall have the right to terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party.

**13.2** The transmitted notices will be deemed received upon written confirmation by the receiving party of successful transmission. Termination of this Agreement by either party shall not affect the rights and obligations of the



parties accrued prior to the effective date of the termination.

**13.3** In case of an early dissolution of the activities, the IWBT will pay CNR-IBBE for any work performed up to the effective date of termination and CNR-IBBE will deliver the work performed to IWBT.

#### **Art. 14 – Competent court**

**14.1** The Parties agree to resolve amicably any dispute that can arise from the present Agreement.

**14.2** If the dispute is not capable of being amicably settled between the Parties, such dispute shall be elevated to the senior management of the Parties or their duly designated representatives for mediation purposes.

**14.3** Should the dispute, despite such mediation, remain unresolved for a period of 30 (thirty) days after being so referred, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter, unless otherwise agreed to between the Parties at the time by means of a formal arbitration agreement.

#### **Art . 17 – Liability**

Neither party shall be liable to the other Party for any indirect or consequential loss or damage (whether foreseeable or not) caused by or arising from any act or omission in terms of or pursuant to this Agreement, or arising from any act or omission rendering the other Party unable to perform its duties in terms of this Agreement. In any event the aggregate maximum liability for all amounts claimed from a Party in connection with this Agreement shall be the total amount paid to CNR-IBBE during the






Agreement, irrespective of the basis of such claim (whether in contract, delict, statute or otherwise).

Read, approved and signed

Stellenbosch, 18/12/2015

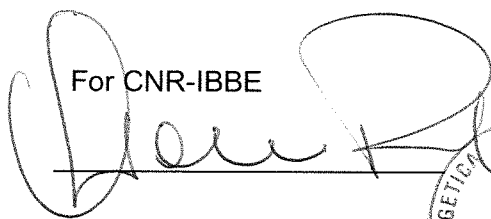
Bari, 1/2/2016

For Stellenbosch University



Prof. Danie Brink  
Acting Dean: Faculty of AgriSciences

For CNR-IBBE


Prof. Graziano Pesole  
Director of IBBE-CNR



## TECHNICAL ANNEX

### Subject matters of the partnership

The research service activity concerns the characterization of the transcriptome of N. 9 samples from the yeast *Brettanomyces bruxellensis*.

The partner IWB will perform the Total RNA extraction from all the samples. The samples must have the agreed characteristics in term of total volume and concentration (> 20 µl; >100 ng/ µl) and will be sent to the partner CNR-IBBE.

CNR-IBBE will perform:

- the qualitative analysis of the 9 Total RNA samples prepared by IWB, through the use of the Bioanalyzer instruments available at the Laboratory of Molecular Biodiversity (MoBiLab);
- DNA libraries preparation, following the *SureSelect Strand-Specific RNA Library Prep for Illumina Multiplexed Sequencing*, for the transcriptome analysis by using NGS techniques;
- high-throughput sequencing using one of the Illumina platforms, available at the Laboratory of Molecular Biodiversity (MoBiLab), ensuring on average the production of a minimum of 14M reads 1x100 bp for sample;

Duration: within 6 (six) months of the samples receipt.

