



UNIVERSITÀ DEGLI STUDI DI MESSINA
DIPARTIMENTO DI SCIENZE CHIMICHE, BIOLOGICHE,
FARMACEUTICHE ED AMBIENTALI

ESTRATTO VERBALE DEL CONSIGLIO DI DIPARTIMENTO DEL 25/01/2023

Il giorno 25 gennaio 2023 alle ore 15:00 si è riunito il Consiglio di Dipartimento di Scienze Chimiche, Biologiche, Farmaceutiche e Ambientali presso l'Aula Magna Vittorio Rievuto, (POLO PAPPARDO), composto da:

PROFESSORI ORDINARI	P	G	A
1. BARRECA Davide	X		
2. BONACCORSI Paola Maria	X		
3. CAMPAGNA Sebastiano	X		
4. CENTI Gabriele			X
5. CONOCI Sabrina			X
6. CUZZOCREA Salvatore			X
7. DE STEFANO Concetta	X		
8. DUGO Paola	X		
9. ESPOSITO Emanuela			X
10. FAGGIO Caterina	X		
11. FOTI Claudia	X		
12. GARGIULO Gaetano			X
13. GATTUSO Giuseppe	X		
14. GENOVESE Giuseppa	X		
15. GERMANO' Maria Paola	X		
16. GITTO Rosaria	X		
17. GUGLIANDOLO Concetta	X		
18. MAISANO Maria	X		
19. MARINO Fabio		X	
20. MIGLIARDO Federica		X	
21. MONDELLO Luigi	X		
22. MONSU' SCOLARO Luigi	X		
23. NAVARRA Michele	X		
24. PARISI Melchiorre			X
25. PERATHONER Siglinda			X
26. PIPERNO Anna	X		
27. PUNTORIERO Fausto	X		
28. ROMEO Andrea	X		
29. SAIJA Antonina	X		
30. SERRONI Scolastica		X	
31. SCIORTINO Maria Teresa			X
32. TELLONE Ester	X		
33. VENTURA Cinzia Anna	X		
34. ZAPPALA' Maria	X		

PROFESSORI ASSOCIATI	P	G	A
1. ABATE Salvatore			X
2. AMPELLI Claudio	X		
3. ARENA Carmela			X
4. BARATTUCCI Anna		X	
5. BAVIERA Cosimo	X		
6. BONACCORSI Ivana Lidia			X

7. BRETTI Clemente	X		
8. CALABRESE Giovanna	X		
9. CALABRO' Maria Luisa			X
10. CARDIANO Paola	X		
11. CIGALA Rosalia Maria	X		
12. CIMINO Francesco	X		
13. CONFORTO Fiammetta			X
14. CREA Francesco	X		
15. CRISTANI MariaTeresa	X		
16. DE LEO Filomena			X
17. DE LUCA Giovanna	X		
18. DE LUCA Laura		X	
19. ETTARI Roberta		X	
20. FICARRA Silvana	X		
21. GENOVESE Tiziana	X		
22. GIACOBBE Salvatore	X		
23. GIANNETTO Alessia	X		
24. GIANNETTO Antonio	X		
25. GIOFRE' Salvatore Vincenzo	X		
26. GIUFFRE' Ottavia	X		
27. GRANATA Antonia	X		
28. IMPELLIZZERI Daniela	X		
29. LA GANGA Giuseppina	X		
30. LANDO Gabriele	X		
31. LANTERI Giovanni	X		
32. LANZAFAME Paola		X	
33. LAURIANO Eugenia Rita	X		
34. LO PARO Giuseppe	X		
35. LO SCHIAVO Sandra	X		
36. MACCARI Rosanna	X		
37. MANDALARI Giuseppina	X		
38. MARINO Andreana	X		
39. MARINO Angela	X		
40. MARINO MERLO Francesca	X		
41. MICALE Nicola		X	
42. MICELI Natalizia	X		
43. MILEA Demetrio	X		
44. MORABITO Marina	X		
45. MORABITO Rossana		X	
46. NASTASI Francesco	X		
47. NICOLO' Francesco	X		
48. NOSTRO Antonia	X		
49. NOTTI Anna	X		
50. OCCHIUTO Francesco	X		
51. ODDO Salvatore	X		

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 ChiBioFarAm
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52. OTTANA' Rosaria			X
53. PARRINO Vincenzo	X		
54. PASSALQUA Rosalba	X		
55. PATERNITI Irene	X		
56. PERGOLIZZI Simona	X		
57. RAPISARDA Antonio	X		
58. ROMEO Orazio	X		
59. ROMEO Roberto			X
60. RUSSO Marina	X		
61. SCALA Angela	X		
62. SCIARRONE Danilo			X
63. SPECIALE Antonio			X
64. STANCANELLI Rosanna	X		
65. TOMMASINI Silvana	X		
66. TRANCHIDA Peter Quinto	X		
67. TRIFILO' Patrizia			X
68. TROMBETTA Domenico	X		
69. URZI' Clara Enza	X		
70. VULLO Cecilia		X	

RICERCATORI A TEMPO INDETERMINATO	P	G	A
1. CORDARO Massimiliano	X		
2. CRISAFULLI Alessandro		X	
3. DI PIETRO Maria Letizia	X		
4. DROMMI Dario	X		
5. FELICE Maria Rosa	X		
6. GALBO Roberta	X		
7. LAGANA' Giuseppina	X		
8. LO PASSO Carla	X		
9. PERNICE Ida	X		
10. PICONE Rosa Maria			X
11. TROZZI Alessandra	X		
12. VANUCCI Silvana		X	

RICERCATORI A TEMPO DETERMINATO	P	G	A
1. ARENA Katia	X		
2. CACCAMO Antonella	X		
3. CAMPOLO Michela			X
4. CAPPARUCCI Fabiano	X		
5. CAPPELLO Tiziana	X		
6. CASILI Giovanna	X		
7. CASTRICIANO Maria	X		
8. CIRMI Santa	X		
9. D'AMICO Ramona	X		
10. DE MARCO Giuseppe	X		
11. DONNARUMMA Danilo	X		
12. FRANCO Domenico	X		
13. FUSCO Roberta		X	
14. GANGEMI Chiara Maria Antonietta	X		
15. GENOVESE Chiara	X		
16. GIOSA Domenico	X		
17. GIUFFRE' Letterio	X		
18. IARIA Carmelo	X		
19. IRACI Nunzio	X		
20. IRTO Anna	X		
21. LANZA Marika	X		
22. MANGHISI Antonio	X		
23. MANGRAVITI Domenica	X		
24. MANNINO Giuliana	X		
25. MICALIZZI Giuseppe	X		
26. MINUTOLI Roberta		X	
27. NERI Giulia	X		
28. PAPANIKOLAOU Georgia		X	
29. PENNISI Rosamaria			X
30. PISAGATTI Ilenia	X		
31. REMIGANTE Alessia Grazia Dominga		X	
32. RIGANO Francesca	X		
33. SALERNO Tania Maria Grazia	X		
34. SANTORO Antonio	X		
35. SCIUTO Emanuele Luigi	X		
36. SIRACUSA Rosalba	X		
37. SMERIGLIO Antonella	X		
38. TAVELLA Francesco			X
39. TAVIANO Maria Fernanda	X		
40. TROPEA Alessia	X		
41. TROVATO Emanuela	X		
42. ZAGAMI Roberto	X		
43. ZAMMUTO Vincenzo	X		



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RAPPRESENTANTI STUDENTI	P	G	A
1. BELLANTONI Carmine	X		
2. CANU Ornella		X	
3. CASTANO Serena Maria		X	
4. DONATO Martina		X	
5. DI FRANCO Gioele		X	
6. FAMÀ Samuele	X		
7. KIDARAME PATHIRANNEHELAGE Lidia Camilla	X		
8. LA NEVE Annarita		X	
9. LEONARDO Francesca		X	
10. LO PRESTI Roberta			X
11. MAJOLINO Rossana		X	
12. MANTEGNA Gianluca		X	
13. MARASCO Alessandro		X	
14. MINNICI Sophia		X	
15. MONDI' Gaetano	X		
16. OLIVERI Salvatore			X
17. RANDAZZO Mariacarmela Domenica		X	
18. RESTUCCIA Aurora	X		
19. RESTUCCIA Damiano		X	
20. RUGGERI Lorenzo Maria	X		
21. SACCO Federica Maria		X	
22. URBANO Antonio	X		
23. VARONE Lucrezia			X
24. VENTRE Alessia	X		
25. VIZZINI Myriam	X		

RAPPRESENTANTI P.T.A.	P	G	A
1. FASANO Giovanna		X	
2. MEO Marilena			
3. TOSCANO Giovanni	X		

SEGRETARIO AMMINISTRATIVO	P	G	A
1. ZAGAMI Santino Antonio		X	

RAPPRESENTANTI DOTTORANDI E ASSEGNISTI	P	G	A
1. GALLETTA Micaela		X	
2. TESTA CAMILLO Maria Rita	X		

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per discutere e deliberare sul seguente

Ordine del Giorno

- I. Comunicazioni;
- II. Ratifica decreti;
- III. Didattica integrativa CdS A.A. 22/23;
- IV. Borse di studio;
- V. Conto terzi;
- VI. Partecipazione a progetti di ricerca;
- VII. Convenzioni per attività di ricerca/Agreement;

Seduta ristretta a professori di I e II Fascia

- VIII. Richiesta di proroga contratto di Ricercatore a tempo determinato ex art. 24, c. 3, lett. a), legge 240/2010: Dott.ssa Francesca RIGANO.

Ordine del Giorno aggiuntivo

Seduta allargata

- IX. Richiesta contributo straordinario;
- X. Modifica docenti di riferimento CdS in Farmacia A.A. 23/24.

Secondo Ordine del Giorno aggiuntivo

- XI. Richiesta attività di supporto amministrativo alla gestione dei Progetti di Ricerca - Atti inerenti;
- XII. Richiesta di indizione delle procedure finalizzate al conferimento di incarico di collaborazione scientifica di tipo occasionale.

Presiede il Direttore Prof. Sebastiano Campagna, svolge le funzioni di segretario verbalizzante il Prof. Fausto Puntoriero.

Alle ore 15.10 constatata la presenza del numero legale, si passa all'esame dell'OdG.

OMISSIS

VII. Convenzioni per attività di ricerca/Agreement
OMISSIS

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Il Direttore illustra l'Agreement inviato dal Prof. Giacobbe (Allegato VII/2), tra il Dipartimento e la Fundaci3n Oceanogr3fic De La Comunitat Valenciana, Spagna relativo ad attivit3 di ricerca.

Il Prof. Giacobbe, Responsabile dell'Accordo ha fornito la versione inglese che 3 quella che poi verr3 firmata, assumendosi la responsabilit3 della traduzione, dichiarando che corrisponde alla copia in italiano (allegato VII/3).

Il Consiglio approva la convenzione, seduta stante, all'unanimit3, in subordine alle modifiche eventualmente effettuate dall'ufficio preposto.

OMISSIS

Non essendoci altri argomenti all'o.d.g., alle ore 16.00 il Direttore dichiara chiusa la seduta.

Del che il presente verbale, letto ed approvato seduta stante.

F.to Il Segretario Verbalizzante
Prof. Fausto Puntoriero

F.to Il Direttore
Prof. Sebastiano Campagna

IL PRESENTE ESTRATTO E' COPIA CONFORME ALL'ORIGINALE DEL VERBALE DEL CONSIGLIO DI DIPARTIMENTO DEL 25/01/2023 TRANNE LE PARTI OMESSE CHE NON CONTRASTANO NE' MODIFICANO QUANTO TRASCRITTO NEL REGISTRO DEI VERBALI.

Il Direttore
Prof. Sebastiano Campagna

Firmato digitalmente da
Sebastiano Campagna

CN = Sebastiano Campagna
C = IT

SCIENTIFIC COOPERATION AGREEMENT
ENTERED INTO BETWEEN
FUNDACIÓN OCEANOGRÀFIC DE LA COMUNITAT VALENCIANA AND[*]

Valencia, on 2023

BY AND BETWEEN

As one party,

Prof. Sebastiano CAMPAGNA head Director of Department of Chemical, Biological, Pharmaceutical and Environmental Sciences (**CHIBIOFARAM**) - University of Messina - a Public Body organized under the laws of Italy, located in Vle. F. Stagno d'Alcontres, 31 - 98166 Messina, Italy, duly authorized for the purpose hereof, hereinafter "Partner",

As the other party,

Ms Leocadia García Bartual, as Manager ("*Gerente*") and legal representative of Fundación Oceanogràfic de la ComunitatValenciana (hereinafter, "**FUNDACIÓN OCEANOGRÀFIC**") holder of tax no. (N.I.F.) G-98814577 and whose address for the present purposes is Gran Vía Marqués del Túria nº 19, C.P. 46005 in Valencia. She is acting on behalf and in representation of FUNDACIÓN OCEANOGRÀFIC, exercising powers granted in a public deed of appointment as Manager and granting of power of attorney executed on 9thMay 2016 before the Notary o Valencia Mr. Alejandro Cervera Taulet, with his record number 1602.

Both parties (the PARTNER and FUNDACIÓN OCEANOGRÁFIC) will hereinafter jointly be known as the "**Parties**" and individually, where applicable, as a "**Party**".

The Parties acknowledge each other as having sufficient legal capacity to enter into this Cooperation Agreement (hereinafter known as the "**Agreement**"), and for this purpose, now

DECLARE

I

Purposes of the COLLABORATOR



The Department of Chemical, Biological, Pharmaceutical and Environmental Sciences **CHIBIOFARAM** was formed in 2015 by the merger of 3 departments involved in Chemical, Biological, Pharmaceutical and Environmental research. Thanks to the transfer of knowledge, ChiBioFarAm participates in the construction of a society based on knowledge of the environment and its resources for sustainable development.

The research activities of the Department are divided into various areas of scientific interest, in the chemical-pharmaceutical-technological, energy, biomedical, biotechnological, biological and molecular biological, marine and environmental fields.

Through a scientific, multidisciplinary and quantitative approach, the Department of Chemical, Biological, Pharmaceutical and Environmental Sciences (ChiBioFarAm) deals with research and following teaching of chemical processes, the design and synthesis of new materials and their structural characterization, the conversion processes of solar and redox energy into chemical energy, molecular and supramolecular sensors, nanotechnology, environmental chemistry, biological evolution, biodiversity and their interactions with man.

In the specific case, the scientific skills and facilities of the Department are made available for a project aimed at the protection and recovery of a highly endangered species, through field activities (monitoring, sampling, possible transplanting) and laboratory activities (systematics, physiology), sharing the scientific and practical implications of the actions undertaken with the partner. The department also undertakes to contribute to the dissemination of the results obtained, through scientific publications, seminars, conferences, media and in the context of the teaching activities of the University.

II

Purposes of FUNDACIÓN OCEANOGRÀFIC

Whereas FUNDACIÓN OCEANOGRÀFIC is a foundation (i) validly incorporated pursuant to a public deed executed on 9th March 2016 before Notary, member of Valencia Notaries Association, Mr Alejandro Cervera Taulet, with his record number 863; (ii) duly entered in the Comunitat Valenciana Foundations Registry with number 598V; and (iii) with a single founding partner, which is the Spanish company AVANQUA OCEANOGRÀFIC-ÁGORA, S.L. (hereinafter, "**AVANQUA**") and whose main purpose, aside from that of managing and exploiting the Oceanogràfic –as defined below– is researching and conservation of marine species and their natural habitats as well as scientific dissemination and education.

Whereas the corporate purpose of AVANQUA consists mainly in managing and operating activities and services to be performed in different premises and installations of the Valencia Arts and Sciences City (*Ciudad de las Artes y las Ciencias de Valencia*), including dissemination and education of the visiting public as strategic areas, and, through the FUNDACIÓN OCEANOGRÀFIC, those of research and conservation of marine species and their natural habitats.

Whereas AVANQUA has been awarded contract number PA 7/14 of the Generalitat Valenciana regional authority for the "Management and exploitation of the buildings and installations of the Oceanogràfic and the Ágora and support for Ciudad de las Artes y de las Ciencias, S.A., for promoting the City of Arts and Sciences" -"*Gestión y explotación de los edificios e instalaciones del Oceanogràfic y el Ágora y apoyo a Ciudad de las Artes y de las Ciencias, S.A., para la dinamización de la Ciudad de las Artes y de las Ciencias*"- (hereinafter, the "**Contract with CACSA**"), in such a way that AVANQUA is consequently the company in charge of operating and managing the Oceanogràfic complex (hereinafter, the "**Oceanogràfic**") – which is part of the broader setting of the Valencia Arts and Sciences City, owned by Ciudad de las Artes y de las Ciencias, S.A. – "**CACSA**"-, where technical and human team takes charge of the welfare and health of the animals housed therein, as well as being responsible for the lines of research undertaken for their conservation, care and improvement.

Whereas FUNDACIÓN OCEANOGRÀFIC and AVANQUA, as part of the bond that both have with the Oceanogràfic, and both as institutions engaged amongst other purposes in education and scientific dissemination, consequently have as their main common objectives research into and conservation of marine species and their natural habitats, keeping a close cooperation relationship with each other in which AVANQUA places at the disposal of FUNDACIÓN OCEANOGRÀFIC the infrastructures, the biological material and specialised technical and human resources required for attaining said purposes and objectives, respecting and not interfering with their exploitation and management.

III

Interest of the COLLABORATOR

Whereas the COLLABORATOR shares the vision and mission of FUNDACIÓN OCEANOGRÀFIC, being interested in participating in the development of its Programme **Population monitoring of *Pinna nobilis* and *Pinna rudis*. Distribution and trials recruitment in the central Mediterranean (Sicily, Italy)**, which it declares it is aware of, by helping and supporting the interests of this institution in attaining its ends for both guaranteeing the health and welfare of the animals housed in the aquarium and for contributing to the strategy of FUNDACIÓN OCEANOGRÀFIC for the sake of conservation of the marine environment, binding itself to carrying out its research in the terms of this Agreement.

VI

Interest of FUNDACIÓN OCEANOGRÀFIC

Whereas FUNDACIÓN OCEANOGRÀFIC is interested in allowing the scientific personnel belonging to the COLLABORATOR to carry out part of their research in the installations of the Oceanogràfic and with regard to some of the species present there under the terms of this Agreement.

Pursuant to the above, the Parties are entering into this Agreement with the following:

SUBJECT MATTER

The subject of the Agreement consists in the establishment of the general framework for cooperation between the Parties with regard to the scientific project referred to in Recital I above, which will be carried out in the premises of the Oceanogràfic and is specifically characterised by the following notes:

- i. The experiments to be carried out within the framework of the research will have the monitoring, transplanting and recruitment of *Pinna nobilis* in the central Mediterranean as their object.
- ii. Said methods consist in Visual Census of *Pinna nobilis* in Capo Peloro Lagoon, Sicily; Transplanting of specimens for a recruitment experiment in the Faro Lake, Trials recruitment of *Pinna* in the Tyrrhenian coast of Sicily.
- iii. The main objective is the conservation of *Pinna nobilis* and *Pinna rudis* in the Mediterranean.

Both Parties establish and acknowledge that the project to be carried out in the execution and performance of this Agreement may not under any circumstances endanger or

harmanimal welfare, the normal daily activity of the institution or its image, nor that of the Oceanogràfic complex itself.

CLAUSES – COMPETENCES

1. MEASURES TO BE TAKEN

The measures to be taken based on this Agreement include but are not limited to the following:

A - Monitoring of *Pinna nobilis* and *Pinna rudis* in the Natural Reserve of Capo Peloro, Messina, Italy

B - Transplanting of some specimens of *Pinna nobilis*, in the Natural Reserve of Capo Peloro, and recruitment trials.

C –The Parties acknowledge that, in order for each of these projects to be implemented, they need to be reviewed and accepted by the internal Committee for Ethics and Welfare of the Oceanogràfic set up in this complex, which both Parties declare they are familiar with (hereinafter known as the "**Oceanogràfic's Ethics and Welfare Committee**"). For this purpose, the characteristics of each additional activity or project will have to be detailed in written documents signed by both Parties and attached as schedules to this Agreement, governing and covering at least the following aspects:

- i. Definition of the subject matter.
- ii. Description of a work plan, including its different phases, the calendar for its development, templates for data collection and the software for analysis of data required for carrying out the research.
- iii. Where applicable, a total budget and material and human resources required by the measures covered by the specific Agreement, with details of the contributions to be made by each Party by depositing assets and contributing material and human resources. FUNDACIÓN OCEANOGRÀFIC shall not be obliged to commit its resources, either personal, material, economic or of any other kind, when proper consent in writing has not been previously given for any such investment.
- iv. Rules for coordination, execution, and follow-up of the project: instructions for the installation of the instruments, the plans for all procedures and methods of maintenance of the equipment required for the research.
- v. The names of the persons in charge of carrying these out, without prejudice to what may be established later on.

- vi. The COLLABORATOR'S staff involved in the study shall be responsible for analysing all the data, samples, and information obtained during the research carried out in this Agreement, assuming all costs stemming from the study.

As well as what is laid down above as regards the need for review and acceptance of each project by the Oceanogràfic's Ethics and Welfare Committee, the COLLABORATOR shall submit its action at the Oceanogràfic to the instructions given to it for this purpose by the personnel in charge belonging to FUNDACIÓN OCEANOGRÀFIC, proper performance by AVANQUA of the ordinary activities in fulfilment of its corporate purpose being essential and a priority.

2. DEFINITION OF OBLIGATIONS

A. –The COLLABORATOR'S duties are to:

- i. Provide the personnel for carrying out all the studies pursuant to this Agreement. All expenses generated by these personnel (including, amongst others, travel costs, which include travel insurance, and accommodation costs) shall be defrayed by the COLLABORATOR under the terms of this Agreement or individually by each researcher.
- ii. To channel and centralise the performance of each of the works carried out in execution of the Agreement through the person of **Dr. Andrea Spinelli for FUNDACIÓN OCEANOGRÀFIC or Prof. Salvatore Giacobbe for CHIBIOFARAM, observing what is agreed in Clause 6 below.**
- iii. The advice and training needed by the personnel cooperating with the head of research in order to carry out the scientific activities under the terms of this Agreement at the installations of the Oceanogràfic. This advice and training shall be consistent with other research activities carried out at the Oceanogràfic.
- iv. To cooperate, whenever FUNDACIÓN OCEANOGRÀFIC requests so, in the performance of its scientific project, in accordance with any instructions which it may receive from the latter, undertaking to assign the resources required for proper and efficient performance of the Agreement and to make every effort in all of its cooperation.
- v. To act with autonomy and independence from FUNDACIÓN OCEANOGRÀFIC, in accordance with what is agreed below in this Agreement.
- vi. To comply during the effective term of this Agreement with all the obligations, licences and formalities stemming from its activities and in particular, with its tax, employment, working safety and medical insurance obligations regarding its own personnel.
- vii. In general, to properly comply with all the obligations pertaining to it by virtue of this Agreement.

The persons in charge of the project, **Dr. Andrea Spinelli** or **Prof. Salvatore Giacobbe**, are responsible for informing all of the COLLABORATOR'S staff participating in this study of the obligations and conditioning factors agreed in this Agreement, also having

subsidiary responsibility for any actions stemming from any of the persons (including students and volunteers) assigned to this Agreement.

B. – FUNDACIÓN OCEANOGRÀFIC's duties are:

- i. To make available to the project in question any technical, material and human resources within its possibilities that it considers fitting.
- ii. To provide the COLLABORATOR'S staff involved in the study with any information, documents and assistance within its possibilities that it may deem fitting so as to allow the carrying out of the activities stemming from each project without affecting the daily activity nor the animals' welfare.
- iii. To facilitate or intercede to allow for the interaction with the trainers and animals for the collection of data during the performance of this Agreement. The COLLABORATOR and FUNDACIÓN OCEANOGRÀFIC shall jointly determine and programme the timetable to carry out the research under the terms of this Agreement.
- iv. To enable or intercede with a view to giving the COLLABORATOR'S personnel involved in the study access to the installations, equipment or resources which it may require for this purpose, always taking into account their availability and the fact that the activities proposed in the lines of research shall not interfere with the daily work routine in the park, nor with animal welfare.

To rule out any kind of doubt, the obligations of FUNDACIÓN OCEANOGRÀFIC'S personnel will be limited to the training, care and research that are within the ordinary activities carried out at the Oceanogràfic. The Parties reiterate that all research done by the COLLABORATOR under this Agreement shall abide by the animal welfare standards defined by FUNDACIÓN OCEANOGRÀFIC within this Agreement. Furthermore, FUNDACIÓN OCEANOGRÀFIC is ultimately responsible for determining and deciding the safety conditions of the animals, taking into account animal health and welfare, through the Oceanogràfic's Ethics and Welfare Committee.

C.- In the event of publication or public presentation of the results of the projects carried out in execution and in compliance with this Agreement, the Parties will jointly name each other co-authors, or be mentioned in the acknowledgements, as agreed beforehand. As regards the authorship of scientific publications, the veterinary/research personnel of FUNDACIÓN OCEANOGRÀFIC and of the COLLABORATOR who have actively participated in any of the phases of the work shall be explicitly included as authors. This participation shall be determined and evaluated by both Parties, and participation shall be understood as meaning involvement in the design of the research, the collection of data, data analysis and preparation of the publication. Without prejudice to the natural persons who have taken part in the project in question being mentioned, such names must necessarily be identified with their involvement in their status as personnel of FUNDACIÓN OCEANOGRÀFIC, AVANQUA and/or the COLLABORATOR, as the case may be. The planning, review and approval of the publications of the results obtained in the project shall be the responsibility of both Parties. In the same way, the order of authors and co-authors of the results obtained shall be determined in a written agreement by the Parties.

FUNDACIÓN OCEANOGRÀFIC may use the results of the research – including any inventions or patents to which the research and studies performed by FUNDACIÓN OCEANOGRÀFIC and/or the COLLABORATOR in the framework of the Agreement may give rise, whether or not these allow foreconomic exploitation, - for the conservation, recovery and improvement of animal welfare of the species found at the Oceanogràfic.

With regard to the above, both Parties undertake to respect and ensure respect of any intellectual and industrial ownership rights belonging to the other Party to which they may have access by virtue of the execution of the Agreement, and to actively cooperate with each other in upholding their value and prestige.

This Agreement shall not entail the concession of any right to the other Party over the intellectual and industrial property rights owned by FUNDACIÓN OCEANOGRÀFIC, unless the Parties agree to this in writing.

The Parties also agree that this Clause 2, C.-and its content is essential for the purposes of signing this Agreement.

3. DURATION

- i. This Agreement shall come into force on the date on which it is entered into and it shall have a duration of **2 years** as from the date on which it is signed. The duration of the Agreement can be extended for successive annual periods by means of express agreements between the Parties. In any event, the Parties' cooperation shall extend until the completion of those projects, activities or specific agreements that were in the execution stage on the date of termination of the Agreement.
- ii. Notwithstanding the above, this Agreement shall be terminated in the event of termination of the Contract with CACSA entered into by AVANQUA, except in case of express authorisation by CACSA, in which case CACSA or the company assigned by it shall assume the corresponding commitments vis-à-vis third parties.

In the same way, this Agreement shall be terminated in case of termination of the cooperation relationship between FUNDACIÓN OCEANOGRÀFIC and AVANQUA, in such a way that FUNDACIÓN OCEANOGRÀFIC should cease to have the means and resources required for compliance and execution of this Agreement at its disposal.

- iii. This Agreement may also be unilaterally terminated at any time if either of the Parties should request this, having to inform the other Party of this intention with at least one (1) month's prior notice, without prejudice to the Agreement having to be inescapably extended for the period of time required for total fulfilment and execution of any projects or measures that were under way as of that date, and until their completion.
- iv. Lastly, along with the causes for early termination stipulated in Clause 6 below, any failure by the Parties to comply with the commitments taken on hereby shall also be cause for termination, entitling the complying Party to terminate the

Agreement with the sole obligation of certifiably informing of this termination. In this case, should the complying Party deem it fit, the cooperation of the signing Parties could be extended until completion of the activities or projects which were under way.

4. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

4.1- Confidentiality

The Parties undertake to keep secret and not disclose to third parties, without prior written authorisation of the other Party, any data, information, results, etc. that they might have obtained or that have been generated throughout this Agreement and pursuant to its performance (the "**Confidential Information**").

Any possible presentation and publication of the results of the projects carried out within the framework of this Agreement will be agreed by the Parties beforehand and in writing. "Confidential Information" means all the information of technical, scientific, commercial or other kinds belonging to the Parties (amongst others, collection of data, methodology, samples and results of research) which the other Party may have accessed during the term of this Agreement. The Parties also undertake to keep secret any information supplied by the Parties, unless:

- a) This information was known by either of the Parties prior to signing this Agreement, and could prove this;
- b) This information was disclosed by a third party entitled to do so;
- c) This information was public knowledge or became public knowledge, by means of acts not attributable to either of the Parties; or
- d) This information was required by legal obligation.

The Parties shall ensure the restricted circulation of said Confidential Information, being responsible for ensuring that all those having access to the Confidential Information comply with the said obligation, as established under this Agreement.

4.2.- Protection of personal data.

The Parties guarantee that they will not gain access to nor handle in any way any personal data for whose processing the other Party is in charge.

Without prejudice to the above, in the event of the Parties having to have access to said personal data for any reason, the Parties undertake to comply with current legislation with regard to protection of personal data, in particular with Organic Act 15/1999, of 13th December on Protection of Personal Data ("**LOPD**") and Royal Decree 1720/2007, of 21st December, by means of which the Developing Regulation was passed, undertaking to adopt all the security measures required by said legislation.

In this case the Parties will also have to inform the other Party in advance, for the purposes of the Parties signing prior to said access the proper schedule for compliance with the obligations established under Article 12 of the LOPD and with the other legal obligations. This obligation is an essential obligation of the Agreement and both Parties

will hold each other harmless from any harmful consequences which may be caused by failure to comply with this obligation.

5.- AMENDMENTS AND FOLLOW-UP OF THE AGREEMENT

In view of the characteristics and duration of the Agreement, the Parties shall maintain at all times the predisposition to make any adjustments and rectifications required to enhance the mission and objectives of the Agreement.

The conditions of this Agreement may not be modified without prior consent of the other Party.

In this respect the parties appoint **Dr Andrea Spinelli** for FUNDACIÓ OCEANOGRÀFIC and **Prof. Salvatore Giacobbe** for the CHIBIOFARAM COLLABORATOR as being responsible for the monitoring of this Agreement.

The persons in charge of monitoring shall have to supervise the performance of this Agreement, adopt any decisions and give any instructions required in order to ensure compliance of the actions deriving from the performance of the Agreement.

Any warning, request, notification or correspondence connected with the performance and compliance with this Agreement shall be made known by any means enabling certification of its sending and reception to the persons in charge at the following addresses:

FUNDACIÓ OCEANOGRÀFIC:

Contact person: Andrea Spinelli, investigador

Address: C/Eduardo Primo Yúfera 1B 46013 Valencia. Spain.

Telephone no.: +34.60030800

COLLABORATOR:

Contact person: **Prof. Salvatore Giacobbe**

Address: Dept. ChiBioFarAm, Viale Stagno d'Alcontres, 31, 98166 Messina, Italy

Telephone no.: +39 0906765733

Mobile: +39 3338784172

e-mail: sgiacobbe@unime.it

To this end, the Parties undertake to establish a communication channel enabling the performance of the Agreement in a smooth, direct and prompt manner, which could for example be implemented by electronic communications, videoconferences or face-to-face meetings.

6.- EARLY TERMINATION

FUNDACIÓ OCEANOGRÀFIC may terminate this Agreement early by means of a written notification to the COLLABORATOR's head of research, without said resolution entailing any compensation, in the following cases:

- i. When Prof. Salvatore Giacobbe ceases to hold the status of person in charge, leader and representative for the COLLABORATOR for purposes of performance of this Agreement, unless FUNDACIÓN OCEANOGRÀFIC grants its consent for the former to be replaced in order to keep the Agreement in force.
- ii. Material infringement of their essential obligations under this Agreement by the COLLABORATOR'S staff involved in the study.
- iii. When this is determined by the Oceanogràfic's Ethics and Welfare Committee, for which purpose the corresponding substantiating report will have to be issued.
- iv. The absence of FUNDACIÓN OCEANOGRÀFIC in the publications or presentations of the results of the research carried out in performance and execution of what is agreed under the present Agreement (in the terms described in Clause Two).

7.- INDEPENDENCE OF THE PARTIES

This agreement is of civil nature and the Parties thus establish that this, as well as the measures taken by the COLLABORATOR and, on its account, by the professionals appointed by the latter, specifically including Dr Andrea Spinelli and Prof. Salvatore Giacobbe, shall not under any circumstances imply or be construed as constituting any employment relationship –not even of special nature– between FUNDACIÓN OCEANOGRÀFIC, AVANQUA and the COLLABORATOR, FUNDACIÓN OCEANOGRÀFIC, AVANQUA and Dr Andrea Spinelli or Prof. Salvatore Giacobbe, or between FUNDACIÓN OCEANOGRÀFIC, AVANQUA and those persons who perform the actions stipulated herein, nor in any way creates or generates any joint business or societal bond between them.

The COLLABORATOR shall organise, take on and direct its research work as an independent entity and completely independently, enjoying full freedom to determine the manner in which it organises its work, using its own resources independently and at its own responsibility, risk and autonomy.

In spite of the above, and without prejudice to its independence, the COLLABORATOR shall be obliged to respect (i) any instructions of a technical-scientific content that may be determined by the personnel in charge belonging to FUNDACIÓN OCEANOGRÀFIC, as well as the aforementioned Oceanogràfic's Ethics and Welfare Committee, and (ii) the general guidelines set for it by FUNDACIÓN OCEANOGRÀFIC depending on the needs of the Oceanogràfic, as well as of visitors themselves, which may not be ignored.

FUNDACIÓN OCEANOGRÀFIC and AVANQUA shall be released from any liability which the COLLABORATOR might incur in with regard to the performance of the Agreement stemming from failure to comply with tax, administrative, civil, criminal, employment, Social Security obligations or duties of any other kind. In this sense, the COLLABORATOR undertakes to hold FUNDACIÓN OCEANOGRÀFIC and AVANQUA harmless from any third party claim stemming from such non-compliances by the COLLABORATOR.

In this respect, the COLLABORATOR –through Dr Andrea Spinelli, Prof. Salvatore Giacobbe or any other person participating from the COLLABORATOR – shall state at all times, as regards this Agreement, that it is acting on its own behalf, that is, as an autonomous and independent business person.

8.- APPLICABLE LAW AND COMPETENT JURISDICTION

Should any doubts or disagreements arise regarding the application, construal or termination of the Agreement, an attempt shall be made to settle these by joint agreement of the Parties.

This Agreement will be governed by and construed in accordance with the laws of Belgium excluding its conflict of law provisions; Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the courts of Brussels, which shall have exclusive jurisdiction.

Spanish common law shall be applicable, without any conflict of law rules being applicable.

Any disagreements arising and not amicably settled regarding the construal, development, modification, termination and effects that may arise from the performance of this Agreement shall be heard and decided by the Courts and Tribunals of the city of Valencia. **NO**

In witness whereof, the Parties have executed this Agreement in two counter parts, which shall together constitute one agreement, in the place and on the date first above written.

Fundación Oceanogràfic de la Comunitat Valenciana [✳]

Ms Leocadia García Bartual

Mr/Ms [✳]

Department of Chemical, Biological, Pharmaceutical and Environmental Sciences
(**CHIBIOFARAM**) - University of Messina

Prof. Sebastiano Campagna

Mr/Ms[✳]