

COOPERATION AGREEMENT FOR AN ACTIVITY OF RESEARCH IN

REGARD TO THE PROJECT "CATALLUNIME"

BETWEEN

Department of Chemical, Biological, Pharmaceutical and Environmental Sciences of the UNIVERSITY OF MESSINA (hereinafter to as Department), having its registered office in MESSINA, Viale Ferdinando Stagno d'Alcontres, 31-98166 S. Agata Messina- Italy, C.F.: 80004070837, IVA: IT00724160833, Tel.: +(39)6765818 - PEC: dipartimento.chibiofaram@pec.unime.it

Mail: direzione.chibiofaram@unime.it represented by the director Prof. Sebastiano Campagna born the 10 july 1959 in Mazzarrà Sant'Andrea (ME).

AND

ALL4LABELS Management GmbH - hereinafter to as Organisation or Company HRB 19257 HL - (hereinafter Company), project partner CATALLUNIME, with registered office in Mollner Landstr. 15, 22969, Witzhave / Germany, represented of Dr. Günther Weymans, born the 25/09/1957, resident in Germany, Street Warthstrasse, n. 35, CAP: D-51674, Wiehl, authorized to conclude this contract; Hereinafter referred to individually as "Parties".

Given that

- The Department carries out research activities in the Company's sector of interest;
- The Department and the Company intend to start a collaboration in order to carry out research activities as

part of the "CATALLUNIME" project, with

Object is the development and production of glues intended for the production of labels and other materials with low environmental impact.

THE PARTIES AGREE AS FOLLOWS

Art. 1 - Object

The activities will focus on the development and production of glues for the production of labels and other materials with low environmental impact.

The activity, which will also be carried out outside the University, will be carried out without any bond of subordination between the Parties.

Art. 2 - Commitments of the Department

The Department undertakes to carry out the activities described below:

- provide services and / or goods for the purpose of creating and / or formulating label stickers that allow the complete recycling of the label and the bottle / container, in compliance with current European regulations on recycling;
- provide adhesives that enable a sustainable manufacturing process. This characterization and the identification of the risk of the chemical elements of the specific labels will be carried out with specific investigations and characterizations of the organic products used by the

Company in order to highlight the components of the biological activities through the execution of: cell membrane cytotoxicity and functionality tests, chromatographic analyzes, ichthyotoxicity tests, flow cytometric analyzes and spectroscopic analyzes (UV-Vis, fluorescence, IR).

Art. 3 - Commitments of the Company

The Company undertakes to collaborate in carrying out the aforementioned activities, providing the Department with the materials subject to analysis and study, as well as guaranteeing students enrolled in the degree courses belonging to the Department itself the opportunity to attend didactic purposes at its headquarters. Company to research activities better specified in Articles 1 and 2.

Art. 4 - Infrastructure, equipment, resources foreseen for research

The parties will make available the premises, equipment and scientific materials of their respective relevance within the limits of their availability, for the performance of the activities covered by this agreement.

Art. 5 - Outline of the search results

Without prejudice to what is indicated in the following articles 6 and 7, the parties undertake to include adequate information about the collaboration in any publication produced by them in

cooperation / collaboration, as well as to respect the internationally recognized intellectual property rights.

If one of the Parties promotes and / or participates in exhibitions, congresses, conferences, seminars and similar events, where it intends to use and exhibit the results of this agreement, always and only for scientific purposes, or to proceed with the publication of a specific scientific article, the itself will be required to inform the other party in advance and in any case to mention the project in which the research was carried out. Each Party will in any case remain the owner of the pre-existing know-how held by it.

Art. 6 - Intellectual Property Rights

Ownership of the search results will be shared between the parties.

The parties undertake, in the event of patentable findings, not to publish or disclose any type of information relating to the project until the patent application is filed, or in any case without first obtaining approval from both.

Art. 7 - Scientific manager

The Department appoints the Prof. Vincenzo Parrino, born the 25/10/1964, resident in street Palermo, 452, 98121 Messina - Italy as its contact person and scientific manager of this Agreement.

The Company appoints the Dr. Massimiliano Martino, born the 31/01/1983, resident in Germania, street Dr. Dorothea Erxleben

Strasse 21, 41464, Neuss/ Germania as its contact person and responsible for this Agreement.

Any replacement of managers must be communicated and approved by the other party.

Art. 8 - Duration of the contract

This agreement will have a duration of two years from the date of signing.

Art. 9 - Terms of payment

For the purposes of carrying out the research activities better specified in Articles 1 and 2, the Company undertakes to pay the Department a contribution for the expenses incurred by the same for the purchase of materials and / or equipment useful for the project activities, to the extent of Euro 20.000 (twenty thousand) for year, for a total to Euro 40.000 (forty thousand euros).

The first tranche of the contribution equal to Euro 10,000 will be paid by the Company within two months from the signing of this agreement. The second tranche, amounting to € 10,000, will instead be paid by September 2023.

The disbursement of the remaining part of the contribution equal to Euro 20,000 will take place during the second year (2024) with the same deadlines.

The payment of the aforementioned amounts will be made on the IBAN of the University of Messina: IT 16W 02008 16511 000300029177.

Art. 10 - Use of distinctive signs

The Parties will retain the exclusive ownership of any logos and distinctive signs used in execution of this Agreement, of which they are the owners or licensees respectively.

No authorization to use these logos / distinctive signs can in any way be understood as a trademark license or may give rise to any right on the logo and on the distinctive signs themselves.

Art. 11 - Insurance coverage and protection of health and safety in the workplace

Whenever an exchange is required between the research staff of the Department and the Company, the same can be arranged only with the opinion of the respective scientific managers, in the manner and times defined by them.

Each party will guarantee adequate insurance coverage to its personnel who, by virtue of this agreement, are required to be present in the structures of the other party.

The staff is required to comply with the disciplinary and safety regulations in force in the structures in which it operates.

The Parties, through their respective Scientific Managers, also have the obligation to ensure compliance with the regulations in force on health and safety in the workplace.

Art. 12 - Right of withdrawal

The Parties have the right to withdraw by mutual consent or unilaterally from this agreement. The withdrawal, without

prejudice to the obligation to fulfill the commitments already undertaken and to complete the research activities already started, must in any case be exercised with at least three months' notice, by registered letter with acknowledgment of receipt or by certified e-mail to following pec addresses:
for the Department: department.chibiofaram@pec.unime.it
for the Company: ALL4LABELS Management GmbH mail: ALL4lita@pec.it

Commentato [GNF1]: a4lita@pec.it

Art. 13 - Treatment of personal data

Each party will process the personal data relevant to this agreement in compliance with its institutional objectives, as well as the provisions of the European regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

Art. 14 - Disputes

The Parties agree to settle amicably any dispute that may arise from the interpretation or execution of this agreement.
In cases where the agreement cannot be reached in this way, the parties indicate the exclusive forum of Messina as the competent forum for any dispute relating to the validity, interpretation, execution or termination of this agreement.

Art. 15 - General and Final Provisions

This agreement is subject to registration only in case of use pursuant to art. 4, 5, 6 and 39 of Presidential Decree 26.4.1986, n. 131. The costs for any registration are borne by the requesting Party.

Stamp duty is paid by the Department.

The implementation of this agreement will not entail any additional financial burden for the parties other than those already explicitly mentioned in the agreement.

This agreement can be amended, modified, replaced or renewed only by written deed, signed by both Parties.

Read, approved and undersigned.

MESSINA, lì

UNIVERSITY OF MESSINA

The director of Department of Chemical, Biological, Pharmaceutical and Environmental Sciences

Prof. Sebastiano Campagna

The director **Company: ALL4LABELS Management GmbH**:

Dr. Günther Weymans

Commentato [GNF2]: a4lita@pec.it