23. Accordo di collaborazione scientifica alla ricerca tra l'Università degli Studi di Catania (Di3A) e Chr. Hansen
(DELIBERA ISTRUITA DALL'UFF. AMMM. DI VIA VALDISAVOIA)

Il Direttore porta a conoscenza del Consiglio la richiesta pervenuta dal prof. Alessandro Priolo e acquisita al prot. interno con n. 167045 in data 04/06/2019, relativa alla stipula di un Accordo di collaborazione scientifica alla ricerca fra l'Industria Chr. Hansen con sede in Danimarca e l'Università di Catania (Di3A), per lo svolgimento di una ricerca in comune sull'effetto dell'impiego di inoculi sulla qualità degli insilati. L'Accordo avrà durata fino al 30 aprile 2020 a decorrere dalla data di sottoscrizione e Chr. Hansen corrisponderà all'Università di Catania (Di3A) un contributo di 15.000 euro esenti da IVA, l'eventuale arbitrato sarà in Danimarca. Al fine di ottenere l'erogazione degli importi l'Università di Catania (Di3A) dovrà presentare nota di debito.
Il Direttore chiede al Consiglio di esprimersi in merito.
Il Consiglio, ...

Trial code: [NO]
Version and date: V. [01]/[23/05/2018]

TRIAL AGREEMENT

Between

Chr. Hansen A/S
Bøge Allé 10-12
DK- 2970 Hørsholm

("Chr. Hansen")

and

University of Catania
Piazza Università, 2
95100 Catania, Italy

("Investigator")

(individually the "Party" and collectively the "Parties")

1 PURPOSE AND BACKGROUND

1.1 Chr. Hansen has extensive knowledge within the field of silage inoculants It is interest of Chr Hansen to support research from the University of Catania, scientific responsible Prof. Alessandro Priolo, with a contribution of 15000 euros to develop a research of silage inoculants.

1.2 Chr. Hansen wishes to have the Product included in a trial in accordance with the Protocol to further document the effect of the Product.

1.3 Investigator has access to test facilities and competences to perform the Trial.

1.4 Based on the above, the Investigator and Chr. Hansen have entered into this Agreement to govern their respective obligations and rights in connection with the Trial.

2 DEFINITIONS

2.1 In the Agreement, the following words and expressions have the meanings stated below, unless the context requires otherwise.

"Agreement"	this trial agreement with appendices as amended from time to time.

"Confidential Information"	the terms and content of the Agreement, and all data, information and know-how disclosed, whether in written, oral or visual form, by either Party to the other Party relating to this Trial.
"Commencement Date"	the date agreed in the Protocol where the Trial is to start.
"Effective Date"	the last date of signature to this Agreement.
"Product"	the product described in the Protocol to be tested in the Trial.
"Protocol"	the protocol attached as **Appendix 1**.
"Results"	any and all results, including know-how, raw data, inventions, improvements and discoveries, whether patentable or not, any biological, chemical or other materials arising from or related to the Product and made in the performance of the Trial, including but not limited to the statistical out-put of the Trial and the final report.
"Term"	the period from the Effective Date to the expiry or termination of the Agreement.
"Trial"	the trial (CH Trial Code 80[NUMBER]) to be conducted by the Parties in accordance with the Protocol.
"Third Party"	any physical or legal person that is not a party to the Agreement.

3 GENERAL PROVISIONS

3.1 The Trial will commence on the Commencement Date and is expected to end at [30/04/2020].

3.2 Investigator guarantees that it shall perform the Trial strictly in accordance with the Protocol and any applicable laws and regulations.

3.3 Investigator and Chr. Hansen are jointly responsible for the content of the Protocol. Investigator is solely responsible for ensuring that the Trial as described in the Protocol are feasible at Investigator's facilities and that the performed Trial is in compliance with any applicable law and regulation. Any changes to the Protocol shall be agreed upon unanimously and be documented in writing by the Parties.

3.4 The Investigator is responsible for obtaining any authority approvals necessary to carry out the Trial under applicable laws and regulations. Chr. Hansen shall assist with any documentation relating to the Product needed to obtain relevant approvals.

3.5 The Investigator shall only involve Third Parties in the Trial with the express written acceptance of Chr. Hansen, and subject to entering into an agreement with such Third Party on terms materially equivalent to the terms of this Agreement. The Investigator shall be responsible for all Third Parties it involves in the Trial.

4 THE PRODUCT

4.1 Chr. Hansen will deliver the Product as described in the Protocol before the commencement date of the Trial to enable the Investigator to perform the Trial in accordance with the agreed timeline.

4.2 The Product remains the sole property of Chr. Hansen and shall only be used by Investigator in accordance with the Protocol. The right of use shall lapse after termination or expiry of the Agreement, and, if requested by Chr. Hansen, any remaining Product shall be returned to Chr. Hansen or destroyed.

4.3 The Product may not be analyzed, decompiled, reverse engineered, modified in any way by e.g. genetic engineering, mutagenesis, transformation, conjugation or transduction or used except to the extent necessary to carry out the Trial.

4.4 The Product may not be transferred to any Third Party, except if it is necessary for the performance of the Investigator's obligations under this Agreement. If necessary, the Product may be disclosed to named investigators and named subcontractors approved by Chr. Hansen provided that such investigators and subcontractors will be bound to the same obligation as stipulated in this Agreement. The Investigator is liable for any such Third Party's use of the Product and the Third Party's compliance with the terms and conditions of this Agreement.

4.5 Investigator acknowledges that the Product is provided "as is" and without any representation or warranty, express or implied, as to the accuracy or completeness of the Product. Chr. Hansen cannot be held liable for any damages/defects unless it is proved that the damage/defect is due to the fault of Chr. Hansen or persons for whom Chr. Hansen is responsible.

5 PAYMENT TERMS

5.1 Chr. Hansen will contribute the research Investigator with the total amount of EUR 15000 for the Trial upon receipt of an expense note from Investigator in the following instalments:

Milestone	**Amount (EUR)**
50% of total amount at the Commencement Date:	7500
50% of total amount on receipt of final signed report:	7500
Total	15000

5.2 Expense notes shall be in EURO and include the trial code [80XXX], order number [XXXX] and be marked for the attention of Giuseppe Copani, Animal Health & Nutrition, Chr. Hansen A/S, Bøge Allé 10-12, DK- 2970 Hørsholm, Denmark (Tax/VAT Nº DK12516479) and send by email to kreditor@Chr-Hansen.com and cc to DKGICO@Chr-Hansen.com.

5.3 All payments are due within sixty (60) days following receipt of the respective expense note.

5.4 Chr. Hansen is not obliged to pay any amount in excess of the amounts stipulated in clause 5.1 unless prior agreement has been made between the Parties.

6 DELIVERABLES

6.1 All proprietary know-how, models, techniques, technologies, instruments, software and intellectual property, which shall or has been used in carrying out the Trial remains the property of the disclosing Party and no license is granted under this Agreement except to the extent necessary to carry out the specific Trial.

6.2 On the dates described in the Protocol, Investigator will disclose to Chr. Hansen:

a) the raw data generated during the Trial in an excel format;

b) the statistical output of the Trial;

c) a draft report in word format for Chr. Hansen's review and comments; and

d) a final report in word format containing at least the description of materials and methods used, results, brief discussion and conclusions.

6.3 Chr. Hansen is free of additional payments entitled to use the Results in perpetuity as Chr. Hansen sees fit, including for any registration, commercial and marketing purposes.

6.4 Results derived from, using or related to Chr. Hansen's Product is considered Chr. Hansen's confidential information and the Investigator can only use such Results with the express written permission of Chr. Hansen.

7 CONFIDENTIALITY

7.1 Either Party undertakes from the date of disclosure and for a period of ten (10) years from the date of disclosure to treat any Confidential Information as strictly confidential and unless provided otherwise in this Agreement not to disclose it to any Third Party or to make any commercial use of it, except as specifically set out in this Agreement, without the express written consent of the disclosing Party.

7.2 The secrecy obligation set in Clause 7.1 shall not apply to Confidential Information which the receiving Party by providing reasonable, written evidence can prove:

(a) at the time of disclosure, was already in the public domain;

(b) after disclosure, becomes part of the public domain through no violation of this Agreement;

(c) to have been in possession of prior to disclosure by the disclosing Party;

(d) is hereafter lawfully disclosed by a Third Party to the receiving Party, which Information such Third Party did not acquire under a still effective obligation of confidentiality to the disclosing Party;

(e) has been independently developed or acquired by the receiving Party without reference to or reliance upon Confidential Information defined in this Agreement, as evidenced by the receiving Party's written records; or

(f) is disclosed to the extent required by law or regulation provided that the receiving Party shall give the disclosing Party prompt written notice and sufficient opportunity to object, time permitting, to such disclosure.

7.3 A receiving Party may disclose Confidential Information only to reliable employees or named subcontractors approved by Chr. Hansen who need to know in order to carry out the Trial provided that such employees and subcontractors are bound by obligations of confidentiality and non-use, which are equal to the terms of this Agreement. A receiving Party shall ensure that such employees and subcontractors be fully aware of the obligations of this Agreement and shall be liable for any breach of these provisions by its employees or subcontractors.

7.4 Any and all Confidential Information whether in written, tangible or electronic form received by either Party shall upon request be returned immediately to the disclosing Party upon expiration or termination of this Agreement for whatever reason. Each Party may however retain one (1) copy of the Confidential Information received hereunder for the strict purpose of legal records only.

8 PUBLICATIONS

8.1 Neither the Investigator nor any of the Investigator's employees are entitled to publish any of the Results without the prior written consent of Chr. Hansen.

8.2 If the researchers engaged in the Trial wishes to present the Results or parts hereof at symposia, national and regional professional meetings, and/or to publish in journals, Investigator and/or the researchers shall notify Chr. Hansen at least ninety (90) days in advance of the submission of such publication or presentation of the Results to a Third Party. Chr. Hansen shall have sixty (60) days after receipt of said copies, to either (i) object to such proposed presentation or proposed publication, or (ii) request a reasonable delay to publication to the extent required to file patent applications based on the Results.

8.3 In the event Chr. Hansen makes an objection, Investigator shall refrain from making the publication or presentation. In the event that Investigator amends the content of the proposed publication according to instructions from Chr. Hansen in such a way that Chr. Hansen will make no objection to publication, Investigator is free to make the proposed publication.

8.4 Chr. Hansen is entitled to publish the Results as it sees fit. Chr. Hansen will not indicate in any marketing materials that Investigator endorses Chr. Hansen's products but merely the fact that the Trial has been conducted by the Investigator.

9 LIABILITY

9.1 The Investigator covenants and represents to Chr. Hansen that the Trial shall comply with the terms and conditions of this Agreement, including but not limited to the Protocol.

9.2 In the event the Results supplied are not deemed in full compliance with this Agreement or the Trial is never completed as planned, the Trial is considered as not completed.

9.3 Investigator warrants that the Product will only be disclosed to and used by reliable employees of the Investigator who need to know in order to carry out the Trial. Investigator shall keep Chr. Hansen fully and effectively indemnified against any and all losses, expenses and damages suffered by Chr. Hansen arising from any use or unauthorised disclosure of any part of Information by Recipient or Recipient's employees, including but not limited to reasonable attorney's fees and costs.

9.4 Investigator warrants and represents that Investigator has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Investigator.

9.5 Except if caused by breach of confidentiality, acts of gross negligence or willful misconduct, neither Party is liable for consequential losses such as production interruptions and other loss of turnover/profit or other indirect losses or punitive damages.

9.6 As the Product is in a trial phase, Chr. Hansen`s aggregated liability shall be limited to a maximum of the amount paid by Chr. Hansen for the Trial in accordance with the Budget.

10 TERM AND TERMINATION

10.1 This Agreement shall become effective at the Effective Date and remain in full force and effect until completion of the obligations described in this Agreement, unless terminated earlier in accordance with the provisions in this Clause 10.

10.2 Chr. Hansen may terminate this Agreement by given the Investigator thirty (30) days prior written notice.

10.3 Each Party may terminate this Agreement prior to completion of the Trial upon or after the breach of any material provision of this Agreement by any other Party if the breaching Party has not commenced to cure such breach within thirty (30) days after written notice thereof by any other Party and thereafter proceeded diligently to cure such breach within a reasonable time.

10.4 In the event of early termination of this Agreement due to Chr. Hansen's material breach of the Agreement, Chr. Hansen shall pay all costs incurred and falling due for payment up to the date of termination and also all expenditure falling due for payment after the day of termination which arises from commitments reasonably and necessarily incurred for the performance of the Trial prior to the date of termination assuming that the Trial has been run in accordance with the Protocol.

10.5 If the Agreement is terminated by Chr. Hansen without cause before delivery of the final report, Chr. Hansen shall pay any expenses incurred by the Investigator as a direct consequence of the termination. The Investigator has no other claims against Chr. Hansen as a result of the termination. If any amount paid by Chr. Hansen to the Investigator has not been spent prior to the termination, the Investigator shall reimburse Chr. Hansen such amount without undue delay.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be construed and interpreted pursuant to the laws of Denmark to the exclusion of any rule that would refer the subject matter to another forum.

11.2 Both Parties will use their best efforts to settle all matters in dispute amicably. Any dispute arising out of the Agreement, including any dispute concerning the existence or validity of the Agreement, that cannot be settled amicably between the Parties shall be decided by arbitration by the Danish Institute of Arbitration. The Danish Institute of Arbitration will apply the rules in force when the application for arbitration is submitted.

11.3 The arbitration shall take place in Copenhagen in Denmark and shall be conducted in the English language. The award of the arbitrator shall be final and binding on both Parties. The Parties bind themselves to carry out the awards of the arbitrator.

11.4 Neither Party is entitled to disclose confidential information about the arbitration proceedings to others, including information about any decision or award made by the Danish Institute of Arbitration, unless the other Party has consented to any such disclosure of information in writing. Either Party is entitled, however, to disclose information about the arbitration proceedings to others if such disclosure is made to protect the Party's interests against the other Party in the best possible manner, to comply with current legislation or public authority decisions or is required by stock exchange listing agreements.

12 OTHER PROVISIONS

12.1 This Agreement will not be construed as creating a partnership, joint venture or other similar arrangement and does not constitute an offer or commitment by either Party to enter into any additional agreements with the other Party. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous written or oral agreements or negotiations between the Parties relating to its subject matter.

12.2 Neither Party shall have the right to assign this Agreement or to sublicense any of its respective rights hereunder to any other party without the express written consent of the other Party, except that Chr. Hansen may assign this Agreement in the event of a sale of all or substantially all of the assets of the business to which this Agreement is directed.

13 SIGNATURE

This Agreement has been executed in [two (2)] originals, each Party receiving [one (1)] copy.

Chr. Hansen A/S

Name: Bea K. K. Nielsen

Title: Senior team leader

Date & signature:

_____

Chr. Hansen A/S

Name: Giuseppe Copani

Title: Research scientist

Date & signature:

_____

University of Catania

Name: Francesco Basile
Title: Rector

Date & signature:

_____