



**FONDAZIONE HUMAN TECHNOPOLE** (tax code 97821360159), with its registered office in Palazzo Italia, Via Cristina Belgioioso, 20157, Milano, in the person of the President, Prof. Marco Simoni (hereinafter referred to also as "HT")

**AND**

**THE NATIONAL TECHNOLOGICAL CLUSTER ASSOCIATION CL.A.N. (National Agri-food Cluster)**

(hereinafter referred to also as "CL.A.N."), with registered office in Rome, Viale L. Pasteur 10 – 00144 – C.F. 97777000585. hereby represented by Mr. Luigi Scordamaglia

**AND**

**THE NATIONAL TECHNOLOGICAL CLUSTER ALISEI (Advanced Life Science in Italy)** (hereinafter referred

to also as "ALISEI"), with registered office in Milan, Via Città di Lombardia 1, 20124 – CF. 97703670154,

hereby represented by Mrs. Diana Bracco

hereinafter individually also as "Party" and jointly as "Parties" stipulate the present Memorandum of Understanding, hereinafter referred to as "Memorandum"

**CONSIDERED** the law of 23 August 1988, n. 400, governing the activity of Government and the organization of the Presidency of the Council of Ministers;

**CONSIDERED** the paragraphs 116-123 of article 1 of the law 11 n. 232, dated December 2016, concerning the establishment of a Foundation for the creation of a scientific and research infrastructure of national, multidisciplinary and integrated interest in the fields of health, genomics, nutrition and data and decision science and for the realization of the scientific and research project "Human Technopole" referred to in article 5 of the decree-law n. 185 dated 25 November 2015, converted, with modifications, by the law n. 9 dated 22 January 2016, and the relative decree of the President of the Council of Ministers of 16 September 2016, for the approval of the executive project;

**CONSIDERED** the decree of the President of the Council of Ministers of 16 September 2016 with which the "Human Technopole" project was approved;

**CONSIDERED** that the Ministry of Education, University and Research issued a first call for development and enhancement of the National Technological Clusters in 2012, in order to allow our country to compete in international markets, enhancing the excellence of *Made in Italy* through innovation;

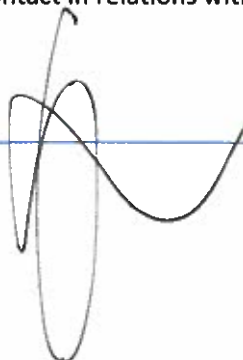
**CONSIDERED** that following this call for proposals, 8 permanent National Technology Clusters were selected, and 30 projects were financed for a value of approximately 300 million euros: Aerospace, Agri-food, Green Chemistry, Smart Factory, Transport systems for land and sea surface mobility, Life Sciences, Technologies for living environments, Technologies for Smart Communities;

**CONSIDERED** that the objective of the National Technological Clusters is to create a strong link among the industrial system, the research system and the national and regional institutions, in support of the national strategic lines of research, development and training;

**CONSIDERED** that the National Technological Clusters are instrumental in promoting Italian excellence in research and innovation, with the final goal of making it competitive at the European and global level;

#### WHEREAS

- HT is a non-profit foundation of private law, aiming at developing innovative strategies to promote human health and aging through a multidisciplinary and integrated approach to human biology, combining genomics, computational biology, structural biology and neuroscience, as well as data and decision sciences;
- Once fully operational, HT will be an internationally competitive national research centre with over 30'000 m<sup>2</sup> of interdisciplinary laboratories.
- HT will employ up to 1000 scientists in different fields including biologists, bioinformaticians, chemists, engineers, mathematicians and computer scientists, working together on biomedical research;
- HT will be actively engaged in the dissemination of scientific research and achievements in the fields of biomedicine and human health, raising awareness among citizens and promoting scientific progress as a common good;
- CL.A.N. and ALISEI were established to promote sustainable economic growth, based on research and innovation, and to act as single points of contact in relations with national and European institutions;

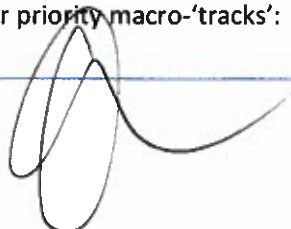
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- CL.A.N., which currently counts over one hundred members, is a partnership of large and medium-sized enterprises, universities and research centres, local representatives, business associations, training institutions, technology districts, non-governmental organisations and other stakeholders active in the agri-food sector;
- The mission of CL.A.N. is the promotion, defence and increase in the competitiveness of the national economic system related to the agri-food supply chain, including all its components, from agricultural production, to processing, to related industrial sectors (packaging, logistics, etc.), through the stimulation of innovation, access and exploitation of the results of scientific research activities and collaboration between research institutions.
- CL.A.N., in line with the National Strategy for Smart Specialization (SNSI), has placed at the centre of its agenda the six 'Tracks' for addressing the priority challenges that the food industry must face today:
  1. Prevention of diet-associated diseases, paying attention to the nutritional needs of specific population groups
  2. Improvement of product safety by intervening at all stages: from primary production, processing, storage, distribution, to food preparation
  3. Improvement of food quality, aimed at improving the quality of consumer life
  4. Intensification of production, reducing the environmental impact and pressure on natural resources, but at the same time producing healthy and safe products that allow people to have a varied and balanced diet in terms of energy and nutrients
  5. Improvement of the functionality of production plants, products and materials to be used in food production processes
  6. Effective and efficient exploitation, for managerial and analytical purposes, of the data available along the entire supply chain

ALISEI is the National Life Sciences Technology Cluster that promotes the interaction between the multidisciplinary research system, the pharmaceutical-biomedical industrial network and public institutions in the health sector, to give a concrete impulse to research and innovation in Italy;

ALISEI acts as a "smart" link between the companies' needs, the priorities of the institutions and the existing needs of innovative solutions in the health field. The identification of technological 'Tracks' considers a context characterised by the growing aging of the population and the consequent increase in chronic diseases, the increase of pathologies that require demanding therapies and finally the socio-health scenario caused by the growing migration phenomena;

ALISEI's new Strategic Plan identifies four priority macro-'tracks':



1. E-health, advanced diagnostics, medical devices and mini-invasiveness
2. Biotechnology, bioinformatics and pharmaceutical development
3. Regenerative, predictive and personalized medicine
4. Nutraceuticals, nutrigenomics and functional foods

Such 'tracks' are fully consistent with the thematic areas identified in the SNSI and include the priority projects identified in the SNSI itself;

The Strategic Plan identifies priority areas of intervention relative to the growth of the national innovation ecosystem:

1. Support and incentives for technology transfer and the exploitation of research in the sector, in which ALISEI can intervene on the main critical points of the system by promoting, for example, initiatives for the definition and standardization of procedures and shared models, coordination of actions, enhancement and sharing of specific skills, tools (such as databases) and networks of contacts
2. Foster the growth and sustainability of research infrastructures. For example, ALISEI could stimulate the MIUR to update the Italian roadmap of research infrastructures of pan-European interest, by mapping the current research infrastructures in Italy as well as the existing aggregations, their geographical distribution and concentration and possible duplications

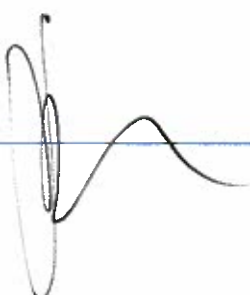
Two horizontal actions are added to those primary goals, aimed at:

1. Improving monitoring and analysis of international funding opportunities
2. Substantially increasing visibility of ALISEI and the national health-related innovation system on international markets

ALISEI and CL.A.N. intend to actively contribute and participate in the goals of HT;

ALISEI and CL.A.N. intend to develop and promote a common workplan for the development of projects and themes relating to interdisciplinary challenges in the field of nutrition and life sciences, in collaboration with HT;

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All that stated and agreed by the Parties, the Parties agree as follows.

**Art. 1**

**(Premises)**

The premises constitute an integral part of this Memorandum.

**Art. 2**

**(Object)**

The purpose of this Memorandum is to establish a collaborative relationship and to support strategic long-term cooperation among the Parties. Such cooperation may be aimed at:

1. Identifying and/or bringing together relevant stakeholders in the national life science and agri-food contexts so as to support creation of an ecosystem of European and international relevance;
2. Promoting the Italian life science and agri-food ecosystems nationally and internationally;
3. Promoting the scope and goals of this Memorandum;
4. Planning joint activities and initiatives in the areas above.

It is intent of the Parties that the general provision of this Memorandum are translated into specific program of activity (hereinafter referred to also as "Joint activities") which shall be precisely defined by the Parties through separate agreements specifying the nature of such activities (see Art. 4), (hereinafter referred to as "Executive Agreements").

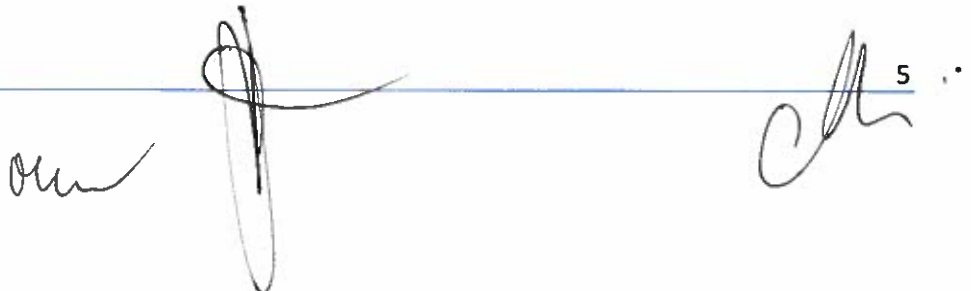
**Art. 3**

**(Scope and areas of activity)**

With the present Memorandum, the Parties, each according to their own competences and in compliance with principles of institutional autonomy, undertake to:

1. Encourage support for value-creation for national, European and international research;
2. Encourage support for innovation and technology transfer;
3. Promote joint ventures in areas relating to the European Union's main challenges and programs for 2021-2027, particularly in the context of the Horizon Europe framework program;
4. Promote support for the development of multidisciplinary skills and high-level professionalism;
5. Promote support for internationalization of research and innovation ecosystems;

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6. Promote the attraction of projects, skills and investment by companies and research centres at the European and international level.

#### Art. 4

##### *(Means of Implementation and Steering Committee)*

Joint activities under this Memorandum will be defined by the Parties through separate, specific Executive Agreements and in compliance with each Party's institutional aims. Each Executive Agreement shall include:

- a detailed description of the Joint activities;
- a responsible person for each Party who will oversee the Joint activities and act as the single reference point of one Party to the other Parties;
- the duration of the Joint activities;
- appropriate quantification of the economic aspects, if any, related to the Joint activities to be performed;
- personnel of each Party involved in the Joint activities and possible external stakeholders;
- any other provisions the Parties shall deem necessary and appropriate;

In order to ensure the full implementation of the Joint activities under this Memorandum, the coordination and management of the Joint activities are entrusted to a Steering Committee consisting of initially one representative of each Party, with enlargement foreseen to two for each Party as HT grows.

Each Party shall communicate the name of its initial Steering Committee member in writing to other Parties within one month from the date of signature of this Memorandum.

The Steering Committee may invite experts and relevant stakeholders to meetings.

#### Art. 5

##### *(Means of communication)*

The Parties shall give maximum visibility to the object of this Memorandum and to the Joint activities to be agreed upon by the Parties under this Memorandum. Joint activities and any other collaborative initiatives agreed by the Parties will be communicated on their respective websites and communication channels according to shared and agreed messaging and timing.

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#### Art. 6

##### ***(Mutual use of the name, brand, legal prerogatives and other tangible and intangible assets)***

The name and/or logo of the Parties may be jointly used in the initiatives covered by this Memorandum, subject to compliance with the respective Regulations. For any initiative that is outside the scope of this Memorandum and/or that has commercial purposes, the use of the name and logo of the Parties must be requested and granted in writing by the Parties.

#### Art. 7

##### ***(Financial charges)***

This Memorandum does not involve financial charges for the Parties.

Each Party will bear the respective costs and charges necessary for carrying out the activities covered by this Memorandum.

#### Art. 8

##### ***(Intellectual property rights)***

Should any research collaboration result in any potential for intellectual property, the Parties shall immediately seek an equitable and fair understanding as to ownership and other property interests that may arise, provided that Parties shall detail specific provisions regarding Intellectual Property Rights in any further implementation of the present Memorandum.

#### Art. 9

##### ***(Duration, Renewal and Termination)***

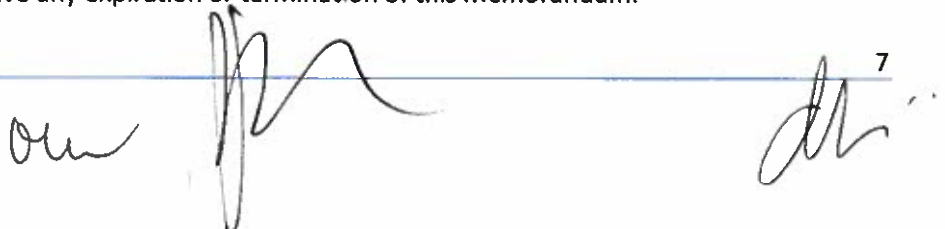
This Memorandum of Understanding has a duration of three years starting from the date of signing and may be renewed only if agreed in writing between the Parties.

The Parties hereby agree to meet two months in advance of the expiry date of the Memorandum to negotiate in good faith its renewal and/or amendments of any of the clauses contained therein.

Each Party reserves the right to terminate this Memorandum at any time with prior written notice of 60 days to other Parties.

The provisions of Articles 8 (Intellectual Property Rights) and 11 (Confidentiality and Protection of Personal Data) and will survive any expiration or termination of this Memorandum.

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#### Art. 10

##### **(Amendments)**

Amendments or changes to this Memorandum shall be made in writing and signed by the duly authorized representatives of the Parties.

#### Art. 11

##### **(Confidentiality and protection of personal data)**

Confidential Information means Parties' owned confidential scientific, business or financial information which will be clearly marked as such in writing, provided that such information:

- is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;
- has not been made available by its owners to others without a confidentiality obligation;
- is not independently developed by the receiving party.

The Parties agree that they will preserve the confidentiality of the Confidential Information and undertake to adopt all necessary measures to maintain the utmost secrecy and privacy of the abovementioned information and to prevent unauthorised use, undue internal or external disclosure.

Parties shall maintain the property of their own Confidential Information which they might exchange during the course of the programs of activity. The Confidentiality provisions will remain in force for the whole duration of the agreement and they will end after three (3) years from the termination of said Memorandum.

The Parties expressly declare having been informed and acknowledging that the personal data provided during performance of this Memorandum will be used exclusively for the purposes stated therein, and in any case in compliance with the EU Regulation 2016/679 on "Protection of individuals with regard to the processing of personal data and the free movement of such data" and with the Legislative Decree no. 196/2003 ("Italian Personal data protection Code") and subsequent amendments and additions.

#### Art. 12

##### **(Jurisdiction)**

Any dispute arising among the Parties under this Memorandum shall be resolved amicably.

In case the Parties do not achieve an agreement after this first attempt of amicable settlement, the dispute shall be referred and finally determined exclusively by the Court of Milano.

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Milano

Fondazione Human Technopole

*Prof. Marco Simoni, President*

Date

ALISEI National Cluster

*Diana Bracco, President*

Date

CL.A.N. National Cluster

*Luigi Scordamaglia, President*

Date