



UNIVERSITÀ
DEGLI STUDI
FIRENZE

AREA GESTIONE
PROGETTI STRATEGICI,
TERZA MISSIONE E
COMUNICAZIONE

DECRETO n. del 2024

Oggetto: Concessione a titolo esclusivo della licenza della quota di titolarità dell'Università di Firenze del brevetto denominato "Coppa per il vuoto atta alla correzione del petto escavato e metodo per la fabbricazione di detta coppa", priorità n. 102016000102713 del 13/10/2016, alla Medestime SA, Charleroi, Belgio.

La Dirigente,

Visto l'art. 1 co. 9 dello Statuto dove si prevede che l'Università degli Studi di Firenze "assicura l'elaborazione, l'innovazione, la valorizzazione e il trasferimento delle conoscenze a vantaggio dei singoli e delle società";

Considerata la missione istituzionale dell'Ateneo e l'obiettivo strategico del trasferimento tecnologico e valorizzazione della ricerca;

Vista la delibera del 30 aprile 2019, prot. n. 80341 del 6 maggio 2019, con cui il Consiglio di Amministrazione approva il "Regolamento per la gestione dei diritti di proprietà industriale ed intellettuale con riferimento alle attività di ricerca svolte dal personale universitario", riconoscendo altresì la competenza della Commissione Proprietà Industriale ed Intellettuale ad assumere decisioni tecniche relative alla vita ordinaria del Diritto di Proprietà Industriale nei limiti di spesa del budget che annualmente il Consiglio di Amministrazione attribuisce per la gestione della proprietà intellettuale, appoggiato contabilmente sul bilancio di CsaVRI, di cui è responsabile la Dirigente dell'Area Area gestione progetti strategici, terza missione e comunicazione;

Considerato che l'Università di Firenze e l'Azienda Ospedaliero Universitaria Meyer IRCSS (AOUM) in data 13 ottobre 2016 hanno depositato a titolarità congiunta, per quote di titolarità pari al 50% per ciascun ente, la domanda di brevetto denominato "Coppa per il vuoto atta alla correzione del petto escavato e metodo per la fabbricazione di detta coppa", con priorità n. 102016000102713, e concesso in data 10 gennaio 2020, procedendo in data 7 maggio 2018 alla sua pubblicazione sul sito web di Ateneo (Portafoglio dei Diritti di Proprietà Industriale) ai fini dell'evidenza pubblica;

Tenuto conto che in data 12 ottobre 2023, oltre la scadenza del termine dei trenta giorni di evidenza pubblica, la ditta Medestime SA, con sede a Charleroi, Belgio, ha trasmesso la manifestazione di interesse per acquisire la piena titolarità del suddetto brevetto alle condizioni economiche specificate nella stessa manifestazione di interesse (prot. n. 0241819 del 12/10/2023);

Tenuto altresì conto del fatto che la Commissione Proprietà Industriale ed Intellettuale, nella seduta del 16 novembre 2023, ha esaminato l'offerta pervenuta, ritenendo che il corrispettivo proposto non fosse di piena soddisfazione per l'Ateneo in quanto rappresentato da un corrispettivo in alcun modo ancorato alla previsione dell'andamento del fatturato realizzato da Medestime in relazione allo sfruttamento del titolo, e richiedendo pertanto al KTO di avviare una trattativa con l'azienda;



Considerato che a seguito di tale negoziazione l'azienda ha modificato il proprio interesse nel brevetto da acquisizione della piena titolarità in licenza esclusiva con diritto di sub-licenza di durata pari alla vita residua del brevetto;

Vista, pertanto, la seconda manifestazione di interesse, pervenuta in data 4 dicembre 2023, per acquisire la licenza esclusiva, valida per tutta la vita residua del brevetto, con diritto di sub-licenza per lo sfruttamento commerciale del suddetto brevetto alle condizioni economiche specificate nella stessa manifestazione di interesse (prot. n. 0295813 del 04/12/2023);

Considerato l'art.5 co.2 del suddetto "Regolamento per la gestione dei diritti di proprietà industriale e intellettuale con riferimento alle attività di ricerca svolte da personale universitario", in cui si stabilisce che "la Commissione Proprietà Industriale ed Intellettuale assume decisioni in merito a: 1. estensione di Diritti di Proprietà Industriale; 2. mantenimento in vita dei Diritti di Proprietà Industriale; 3. finanziamento delle procedure di cui ai punti precedenti; 4. gestione e valorizzazione delle invenzioni tutelate dall'Ateneo, ivi compresa la negoziazione delle condizioni di licenza dei Diritti di Proprietà Industriale dell'Ateneo";

Considerato altresì che la Commissione di Ateneo per la Proprietà Industriale ed Intellettuale, nella seduta del 6 dicembre 2023, il cui verbale è parte integrante del presente atto (All.1), ha autorizzato la concessione a titolo esclusivo, per la durata pari alla vita residua del brevetto, con diritto di sub-licenza, della licenza alla Medestime SA, Charleroi, Belgio, della quota di titolarità dell'Università di Firenze, pari al 50%, del brevetto "Coppa per il vuoto atta alla correzione del petto escavato e metodo per la fabbricazione di detta coppa", priorità n. 102016000102713 del 13/10/2016", alle condizioni economiche specificate nella manifestazione di interesse della Ditta individuale Bagnoli, ed alle condizioni generali ulteriori relative all'esercizio della licenza negoziate con la società;

DISPONE

di procedere mediante la concessione a titolo esclusivo, per la durata pari alla vita residua del brevetto, con diritto di sub-licenza, della licenza alla Medestime SA, Charleroi, Belgio, della quota di titolarità dell'Università di Firenze, pari al 50%, del brevetto "Coppa per il vuoto atta alla correzione del petto escavato e metodo per la fabbricazione di detta coppa", priorità n. 102016000102713 del 13/10/2016", alle condizioni stabilite nell'accordo di licenza che è parte integrante del presente atto (All.2).

Firenze,

La Dirigente
Dott.ssa Francesca Farnararo



Firmato
digitalmente da:
FRANCESCA
FARNARARO
Data: 15/03/2024
15:03:41 CET

AII.1

**Estratto del Verbale della riunione
della Commissione Brevettazione e Proprietà Intellettuale
del giorno 6 dicembre 2023, dalle ore 10:00 alle ore 13:30**
Seduta in presenza aula 107 Plesso Morgagni (e telematica via Meet)

L'anno 2023 (duemilaventitre), il giorno 6 del mese di dicembre in modalità seduta in presenza (e telematica via Meet) dalle ore 10:00 alle ore 13:30 si è riunita la Commissione Brevettazione e Proprietà intellettuale per trattare il seguente ordine del giorno.

OMISSIS

Sono presenti:

- Prof. Alberto Reatti – Dip.to Ing. Dell'Informazione – con funzioni di Presidente
- Prof. Marco Pierini – Presidente di CSAVRI
- Prof.ssa Barbara Richichi – Dipt.to di Chimica “Ugo Schiff” (si collega via meet)
- Prof. Gian Maria Rossolini – Dip.to di Medicina Sperimentale e Clinica (si collega via meet alle ore 10.30, dalla trattazione del punto 3) OdG)
- È assente giustificato_
- Dott. Andrea Frosini, Fondazione Toscana Life Sciences – Ufficio per la Valorizzazione della Ricerca della Regione Toscana

Sono presenti, inoltre, la dott.ssa Francesca Farnararo, Dirigente dell'Area gestione progetti strategici, terza missione e comunicazione, la dott.ssa Elena Catani, la dott.ssa Giulia Chiti, la dott.ssa Lavinia Ricciarini, ed il dott. Lorenzo Micacchi, afferenti all'Unità Funzionale Brevetti, Spin-off e Laboratori Congiunti; sono presenti, infine, la dott.ssa Maria Raffaella Martina, la dott.ssa Francesca Giambi, la dott.ssa Giorgia Natale, la dott.ssa Martina Ruffo ed il dott. Simone Chiordi, gli ultimi due collegati via meet, afferenti a CSAVRI.

Assume la funzione di segretario verbalizzante la dott.ssa Giulia Chiti.

Omissis

2. Brevetto “Coppa per il vuoto atta alla correzione del petto escavato e metodo per la fabbricazione di detta coppa”, priorità n. 102016000102713 del 13 ottobre 2016. Manifestazione di interesse per licenza esclusiva del titolo da parte della società Medestime SA, Belgio

Titolarità: Unifi 50%, AOUM 50%

Inventori: Carfagni, Furferi, Governi, Uccheddu, Volpe (DIEF), Messineo, Ghionzoli, Facchini, Lo Piccolo, Mc Greevy (AOUM)

La Commissione prende in esame il seguente promemoria fornito dall'Ufficio:

“Nella seduta del 16 novembre 2023 la Commissione ha esaminato la manifestazione di interesse all'acquisizione della piena titolarità del brevetto in oggetto pervenuta l'11 ottobre 2023 dalla società Medestime SA, con sede in Belgio, valutandola non congrua e procedendo con la richiesta all'azienda

di ulteriori informazioni circa il piano di sviluppo e di produzione per formulare una controproposta.

A seguito delle richieste di integrazione ricevute, il titolare dell'azienda, signor Wang Pan (anche chiamato Peter Pan) in data 3 dicembre 2023 ha formulato una nuova manifestazione di interesse (prot. 0295813, del 04/12/2023), che supera e annulla la precedente, e integrata via mail in relazione agli importi e alla durata, per licenza esclusiva del titolo, tornando così a quanto ipotizzato durante la prima trattativa col signor Pan.

Specificamente, con la manifestazione di interesse Medestime chiede la licenza esclusiva, con diritto di sublicenza e diritto di prelazione per eventuali futuri brevetti dipendenti sviluppati dal gruppo inventori. A fronte di tale concessione l'azienda offre i seguenti corrispettivi:

- a) rimborso dei costi sostenuti; si ricorda che essi ammontano, per la quota parte di Unifi, a € 1.799,50 (in totale sono stati € 3.599)
- b) Entry fee pari a € 10.000,
- c) mantenimento del brevetto
- d) Royalties pari al 3%
- e) Minimi garantiti pari a € 1.000 a partire dal secondo anno dalla firma della licenza
- f) ulteriore pagamento di € 3.000 in caso di esercizio del diritto di prelazione per futuri brevetti dipendenti (si fa presente che gli inventori hanno già verificato l'impossibilità di tale ipotesi)
- h) concessione ai titolari di licenza d'uso gratuita e perpetua del brevetto per fini di ricerca e a vantaggio dei pazienti di AOUM

Si ricorda alla Commissione che queste condizioni economiche sono in linea con quanto indicato dagli inventori in occasione della prima fase di negoziato con sig. Pan. Si precisa, infine, che gli inventori hanno già verificato l'impossibilità tecnica di un upgrade della tecnologia, per le sue caratteristiche proprie, tale da portare al deposito di un brevetto dipendente; la voce di cui al punto f) dell'offerta, quindi, quasi certamente non si realizzerà.

La Commissione è chiamata ad esprimersi in merito alla manifestazione di interesse per licenza esclusiva con diritto di sub-licenza pervenuta dall'azienda Medestime SA, Belgio, relativa al brevetto "Coppa per il vuoto atto alla correzione del petto escavato e metodo per la fabbricazione di detta coppa".

La Commissione ritiene l'offerta accettabile con l'eccezione del punto e) "minimi garantiti", per il quale formula la seguente controproposta, da condividere col contitolare AOUM:

- minimi garantiti pari a € 1.500 al primo anno
- minimi garantiti pari a € 4.500 al secondo
- minimi garantiti pari a € 6.000 al terzo
- minimi garantiti pari a € 7.800 al quarto
- minimi garantiti pari a € 10.000 dal quinto in poi

L'offerta complessiva risulterebbe pertanto:

- a) rimborso dei costi sostenuti; si ricorda che essi ammontano, per la quota parte di Unifi, a € 1.799,50 (in totale sono stati € 3.599)
- b) Entry fee pari a € 10.000,
- c) mantenimento del brevetto
- d) Royalties pari al 3%
- e) Minimi garantiti pari a:
 - € 1.500 al primo anno

- € 4.500 al secondo anno
- € 6.000 al terzo anno
- € 7.800 al quarto anno
- € 10.000 dal quinto anno in poi

f) ulteriore pagamento di € 3.000 in caso di esercizio del diritto di prelazione per futuri brevetti dipendenti (si fa presente che gli inventori hanno già verificato l'impossibilità di tale ipotesi)

g) concessione ai titolari di licenza d'uso gratuita e perpetua del brevetto per fini di ricerca e a vantaggio dei pazienti di AOUM

h) penale per inadempimento pari a € 5.000, e penale per mero ritardo nell'adempimento pari a € 500 per ogni giorno di ritardo

Esaurita la trattazione degli argomenti all'ordine del giorno, il Presidente dichiara chiusa la riunione telematica alle ore 13:30

Il Segretario

F.to Dott.ssa Giulia Chiti

Il Presidente

F.to Prof. Alberto Reatti

Il presente documento composto di tre fogli è estratto del verbale originale depositato presso questo stesso Ufficio ed è conforme allo stesso nelle parti ivi riportate.

EXCLUSIVE LICENSE OF PATENT

The **University of Florence**, with registered office in Florence, Piazza San Marco, 4, 50121, CF and PI 01279680480, in the person of the Director of the Strategic Projects Management, Third Mission and Communication Area Dr. Francesca Farnararo, hereinafter referred to as “**UNIFI**”

And

Azienda Ospedaliera Universitaria Meyer IRCCS, with registered office in Viale Gaetano Pieraccini, 24, 50139 Florence, C.F. and P. IVA 02175680483, in the person of its Legal Representative Dr. Paolo Morello Marchese, hereinafter referred to as “**AOUM**” hereinafter jointly referred to as “**Licensors**”

And

The company **Medestime SA**, based in Charleroi, Belgium, Rue de Jumet, 81, 6041, Tax Code and VAT number 0445.829.321, in the person of the Legal Representative pro tempore Mr. Pan Wang, hereinafter referred to as “**Medestime**” and “**Licensee**”, hereinafter referred to individually as the “**Party**” and jointly as the “**Parties**”

given that

- art.5 co.2 of the "Regulation for the management of industrial and intellectual property rights with reference to research activities carried out by university personnel" issued with DR 82735 (526) of 8 May 2019, establishes that "the Commission Patenting and Intellectual Property takes decisions regarding: 1. extension of Industrial Property Rights; 2. maintenance of Industrial Property Rights; 3. financing of the procedures referred to in the previous points; 4. management and valorisation of the inventions protected by the University, including the negotiation of the licensing conditions of the University's Industrial Property Rights", and therefore the Director of the Strategic Projects Management, Third Mission and Communication Area is the competent person to represent the University of Florence in agreements regarding the aforementioned activities; UNIFI and AOUM each own 50% of the Italian patent n. 102016000102713 entitled “Coppa per il vuoto atta alla correzione del petto escavato e metodo per la fabbricazione di detta coppa”, filing date October 13th 2016, (hereinafter the “**Patents**”), for the management of which they have entrusted the task to Ufficio Tecnico Ing. A. Mannucci Srl, with registered office in Via della Scala,4 - 50123 – Firenze;
- The company Medestime S.A. develops, designs, manufactures and sells medical devices such as neonatal jaundice treatment devices. With the help of local government policies, Medestime S.A. Drawing on advanced European technology, the company introduced ESA space suit internal temperature sensing technology, redesigned and improved the product, and developed a new product, BiliDoll, which is safer, more convenient, comfortable and ergonomic. The product is similar to luminous sleeping bag, and greatly shortens the treatment period with its unique light density and intensity. The mother can hold the baby during the treatment, which increases the mother's family connection. It can be said that its convenience, novelty, treatment efficiency and safety fill the gap in the field of neonatal jaundice treatment. The company will increase the research and development of new products, focus on the development of replacement product projects, future technology innovation strategy, technology development direction, emphasizing independent research and development as the driving force of technology, through the continuous improvement of product production process, improve the product pass rate, reduce unit production costs, and increase the market competitiveness of products;

- Such Products could be created on the basis of the technology described by the Patents and would become part of the tools used and marketed by Medestime;
on December 4th 2023 Medestime has sent UNIFI an expression of interest for the licensing of the Patents (hereinafter "Expression of Interest", prot. 0295813 of 04/12/2023);
- The UNIFI Commission for Patenting and Intellectual Property, by virtue of the powers attributed to it by the Regulation for the management of industrial and intellectual property rights with reference to research activities carried out by university personnel issued with rectoral decree no. 82735 (526) of 8 May 2019, in the meeting of December 6th 2023, authorized the exclusive granting of the license to Medestime under the conditions proposed by the company in the Expression of Interest;
- on [●] the Director of the Strategic Projects Management, Third Mission and Communication Area issued executive decree no. [●] / 2024 the exclusive granting of the license under the conditions set out in this Agreement;
- on [●] the AOUM adopted resolution no. [●] authorizing the granting of the license under the conditions set out in this Agreement;
- UNIFI and AOUM therefore intend to grant to Medestime an exclusive license (hereinafter "License") for a duration equal to the life of the patents and with the right to sub-license.

Having said all this, the Parties agree as follows

Art. 1 – Premises and Attachments

The premises and annexes form an integral and substantial part of this Agreement (hereinafter "Agreement") and are confirmed with the effectiveness of the agreements.

Art. 2 – Definitions

2.1. **"Confidential Information"**: means any information exchanged between the parties, including, without exception, all prior communications between the parties, whether verbal or written, as well as any information and knowledge related to the sale or use of the products deriving from the exploitation of the patent.

Confidential information does not include:

- information that is generally already available to the public or that will become available regardless of what is communicated by one party to the other;
- information that is revealed to the recipient, legitimately and in full right, from a source other than the party, as it concerns information whose disclosure cannot be prosecuted under the law or due to contractual or fiduciary obligations;
- information that was already fully available to the Recipient himself and coming from the party, as demonstrated by written documents;
- information that the Recipient obtained independently, as demonstrated by written documents, without referring to, having to use or have access to the Confidential Information and before it was disclosed to the Recipient by the party;
- information that a party is obliged to disclose by law or order by a competent governmental authority or court of competent jurisdiction.

2.2. **"Territory"**: means the country and/or countries where patent protection is active.

2.3. **"Sales"**: indicates the amount invoiced by the Licensee and sub-licensees for the marketing of the invention calculated net of agency commissions or other fiscal and customs charges.

2.4. **"Invention"** indicates the Italian patent n. 102016000102713 entitled "Coppa per il vuoto atta alla correzione del petto escavato e metodo per la fabbricazione di detta coppa", filing date October 13th 2016.

2.5. **“Company/Third Party Partner”**: Company and/or Public or Private Bodies, Investment Company that cooperates for the development, production and marketing of derivative products.

2.6. **“Licensor’s Name, Logos and Trademarks”**: the use by the Licensee of the corporate name “University of Florence” or “Università degli Studi di Firenze”, all the wordings that include the aforementioned corporate name, the logo depicting the so-called “Solomone”, the trademarks referred to in the UNIFI Visual Identity Manual available at the link:

https://www.unifi.it/upload/sub/comunicazione/manuale_identita_visiva.pdf, as well as any marks that the University may request in the future and which will be included in the aforementioned Manual, is expressly excluded.

The use by the Licensee of the corporate name “Meyer Children's Hospital IRCCS” or “Azienda Ospedaliera Universitaria Meyer IRCCS”, all the wordings that include the aforementioned corporate name, any logo of AOUM and the trademark referred to it, as well as any marks that AOUM may request in the future, is expressly excluded.

2.7. **“Guaranteed minimums”**: the minimum amount that the Licensee shall pay to Licensor in the event that the amount of royalties to be paid in the year has not reached a minimum amount equal to the guaranteed minimum for that year.

Art. 3 – Object of the contract

3.1. By this Agreement, the Licensor transfers to the Licensee, under the specified terms and conditions, an exclusive license to exploit the Invention to make, cause to be performed, use, offer for sale and sell, or otherwise exploit the Invention, directly or in cooperation/through a Company/Third Party Partner. The possibility for the Licensee to sub-license the patent to a Company/Third Party Partner is permitted provided that the name of any sub - licensee is submitted to the Licensor together with the terms of the sub -licensing agreement for their prior acceptance, which cannot be unreasonably denied.

Art. 4 – Duration

4.1. This Contract comes into effect from the last day of signature by the Parties and will remain in effect until the expiry of the patent relating to the Invention or if early terminated in accordance with Article 13.

Art. 5 – Consideration

5.1. In consideration for the exclusive license granted in this Agreement, Medestime undertakes to pay the Licensor the sum of € 3.599,00 (threethousandfivehundredninetynine/00) (+VAT in accordance with the law), equal to the costs net of VAT incurred by the Licensor for the management, generation, maintenance and proceeding of the Patents until the signing of this Agreement.

5.2. As further consideration for the exclusive license granted under this Agreement, Medestime undertakes to pay the Licensor the sum of € 10.000,00 (tenthousand/00) (+VAT in accordance with the law), as a one-off entry fee.

5.3. Medestime undertakes as well on behalf of the Licensor to maintain all costs of management, generation, maintenance and proceeding of the Patents; these costs will be paid by Medestime directly to the appointed patent firm Ufficio Tecnico Ing. A. Mannucci Srl, with registered office in Via della Scala, 4 - 50123 – Firenze.

5.4. Starting from the signing of this Agreement and for the entire duration of the same, the Licensee also undertakes to pay the Licensor royalties equal to 3% (+VAT in accordance with the law) on the Sales.

These royalties will be paid on the Sales in the Italian market where patent protection is currently active, and in all foreign markets, even if they are not covered by patent protection.

5.5. Finally, the Licensee undertakes to pay the Licensor guaranteed minimum amounts equal to:

- a. € 1.500 (onethousandfivehundred/00) (+VAT in accordance with the law) to be paid at the beginning of the first year onwards from the signing of this Contract
- b. € 4.500 (fourthousandfivehundred/00) (+VAT in accordance with the law) to be paid at the beginning of the second year onwards from the signing of this Contract
- c. € 6.000 (sixthousand/00) (+VAT in accordance with the law) to be paid at the beginning of the third year onwards from the signing of this Contract
- d. € 7.800 (seventhousandeighthundred/00) (+VAT in accordance with the law) to be paid at the beginning of the fourth year onwards from the signing of this Contract
- e. € 10.000 (tenthousand/00) (+VAT in accordance with the law) to be paid at the beginning of the fifth year onwards from the signing of this Contract

5.6. The expiration or early termination of this Agreement for any reason does not exempt the Licensee from its obligations related to the payment of the agreed fees already accrued.

5.7. Any fee and royalties due by the Licensee pursuant to this article shall be paid directly by Medestime to UNIFI and AOUM, each for its 50% share, in accordance with the procedures set forth in article 6 below.

Art. 6 – Reporting obligations and deadlines for compliance

6.1. By June 15th of each calendar year, the Licensee shall send the Licensor a written statement certifying in detail the turnover achieved during the previous year.

6.2. The Licensee will retain the related documentation so that the amount of royalties due to the Licensor can be easily determined. This documentation may be subject to inspection by the Licensor or by a representative authorized by the Licensor itself. Such inspections may be carried out no more than once per calendar year, during normal working hours and following adequate written notice to the Licensee. The costs of the inspection will remain the sole responsibility of the Licensor.

In addition to the above, the Licensee must also send the Licensor an annual report on the development activities of the licensed technology.

6.3. The fees and royalties referred to in the previous article 5 shall be paid as follows:

- a. Payments to UNIFI: Medestime shall pay within 30 (thirty) days of the issue of a regular electronic invoice by UNIFI by means of a bank transfer to be made to the following bank details: IBAN IT88A0200802837000041126939 and BIC/SWIFT CODE UNCRITM1F86; reason for the transfer “License of UNIFI patent n. 102016000102713”.
- b. Payments to AOUM: Medestime shall pay within 30 (thirty) days of the issue of a regular electronic invoice by AOUM by means of a bank transfer to be made to the following bank details: IBAN IT50Q0503402801000000009613 and SWIFT CODE BAPPIT21N25; reason for the transfer “License of MEYER patent n. 102016000102713”.

Art. 7 – Use of the UNIFI's and AOUM's logos

7.1. The use by the Licensee of the Licensor's logos and names is expressly excluded. For the sake of clarity, Licensor's logos and names may not be affixed to products, information material, services.

Art. 8 – Intellectual property

8.1. The Parties mutually acknowledge that:

- (i) UNIFI and AOUM retain the rights of economic use of all technical specifications, trademarks and/or patents, drawings, models, software and, in general, of all information and technical knowledge transmitted to Medestime for the execution of this Agreement and agrees to make available to Medestime the aforementioned information for purposes related to the execution of this Contract;

(ii) Medestime retains the rights of economic use of all technical specifications, trademarks and/or patents, designs, models, software and, in general, all information and technical knowledge acquired before the entry into force of this Contract.

(iii) In addition, Medestime recognizes UNIFI's and Meyer's right to use the Inventions without prior authorization for research purposes and to submit requests for funding in the context of competitive tenders at regional, national and supranational level, for research purposes only and with the express exclusion of any commercial purpose.

(iv) Finally, it is understood that AOUM shall retain all rights for the use of the Inventions for internal purposes without prior authorization for the benefit of AOUM's patients.

To this purpose, AOUM patients may only and exclusively turn to PIN S.c.r.l. for the realization of products based on the patent. With the exception of PIN S.c.r.l., no other third party shall use the Patent.

8.2. In the event of results of activities or research possibly conducted by a Party during the contractual validity and constituting improvements, developments or derivations of the Invention, the Parties undertake to give mutual and adequate communication within 30 days of achievement and agree that their ownership will be exclusive to those who have achieved them. If such improvements, developments or derivations of the Invention result from the substantial, inseparable contribution of both Parties, as evidenced by the presence among the inventors of personnel belonging in various capacities to both Parties, their ownership will be the subject of specific agreements between parts. The Licensee also enjoys the right of pre-emption for the exclusive use license for the direct commercial exploitation of the improvements, developments or derivations of the Invention achieved by the Licensor on equal terms with those offered to third parties through the use of public evidence. This pre-emption may be exercised by the Licensee within 30 (thirty) days of communication by the Licensor of the third party's proposal and the related conditions.

Art. 9 – Management, maintenance and defense of the Invention

9.1. Without prejudice to the provisions of article 5.2, if the Licensee does not intend to proceed with the maintenance of all management, generation, maintenance and proceeding costs of the Patents and of each of their international, national, regional phases, for the entire life of the Patents, the Licensee will communicate to UNIFI and AOUM its decision adequately motivated by e-mail, mario.compagnone@medestime.com, with seventy-five (75) days' notice of the deadlines set in the various phases of protection and maintenance of the Patents themselves.

9.2. Following the communication referred to in the previous paragraph, UNIFI and AOUM reserve the right to continue with the patent protection and granting phases in Italy and/or abroad, independently and at its own expense. In this case, the Licensee is prohibited from commercially exploiting the invention in the affected countries, and UNIFI and AOUM may grant new licenses to third parties in such countries.

9.3. The Licensor will promptly inform the Licensee in the event of any suspected infringement of any Patent Right. If during the term of this Agreement, Licensee becomes aware of any alleged infringement of any Patent Right, Licensee shall have the right - but not the obligation -, exercisable in its sole discretion, to bring legal action at its own expense against any infringement of Patent Rights. In the event of legal action being initiated against third parties, the Licensee undertakes to promptly notify the Licensor. In the event that the Licensee promotes legal action due to such infringement, it must request to mention the name of the Licensor as the injured party, and the latter may decide at its discretion whether or not to join the legal action that has been promoted. If the Licensee brings legal

action in defense of the Invention which is the subject of this Agreement, the compensation will be used:

- 1) in the first instance, to recover all costs and expenses incurred by the Licensee (including without limitation all legal fees) arising from the action brought;
- 2) in the second instance, to recover the royalties that would have been due to the Licensor, based on the provisions of this Agreement, in proportion to the lost sales;
- 3) in the third instance, and in the event of any remainder, any remainder will be donated to the Licensee.

The Licensee will have the right to resolve any such dispute through agreements, consents, judgments, voluntary waivers or other methods, provided that such resolution does not result in disbursements and/or limitations in the exercise of the rights of the Licensor.

Art. 10 – Guarantees and limitations of liability

10.1. UNIFI and AOUM declare and guarantee that they are the owners of the patent rights that protect the Invention, that these are in force, up to date with the payment of the patenting and renewal fees due up to the date of the last day of signature and that, to the best of their knowledge, no administrative or judicial proceedings relating to their revocation, annulment or infringement are pending. Furthermore, the Licensor declares that the aforementioned rights are not already the subject of licenses, options, real or personal constraints in favor of third parties.

10.2. Even though it is not aware of facts or information that could jeopardize the patentability, validity or enforceability in court of the aforementioned patents, the Licensor does not guarantee that they cannot be canceled in the face of future civil or administrative actions brought by third parties, whose possible costs and expenses will be the sole responsibility of the Licensee.

10.3. The Licensee recognizes that the Invention is experimental in nature (it may have dangerous properties if necessary) and is granted under an exclusive license in the state in which it is found without any explicit or implicit guarantee, such as for example the guarantees of merchantability, suitability for a particular purpose, immunity from defects and non-infringement of the proprietary rights of third parties.

10.4. Within the limits set out in the art. 1229 of the Italian Civil Code, the Licensee is responsible for any damages, direct or indirect, for any reason deriving from or connected to the use or marketing of the Invention, also by sub-licensees legitimated by the Licensee himself, without any claim being advanced against the Licensor. To this end, the Licensee irrevocably and unconditionally agrees to substantially and procedurally indemnify the Licensor and to hold it harmless from any and all losses, damages, liabilities, costs or expenses, including legal fees, arising out of or in any way connected with claims, licenses or disputes from third parties, relating to the use in economic activity or, in any case, marketing of the Invention or part of it.

Art. 11 – Confidentiality

11.1. All corporate, commercial, financial, accounting, administrative, technical and intellectual property information relating to the Parties, their activities, their companies and any other type of know-how must be considered strictly confidential and must remain secret.

11.2. The Parties undertake to respect and ensure compliance, also by their employees and/or collaborators involved in the execution of this Contract, the obligation of confidentiality on the information referred to in the previous point for the entire duration of validity of this Contract and, for a period of 3 (three) years, also after its expiry.

11.3. Without prejudice to what is required by law or judicial requirements, the Parties mutually acknowledge that none of them may disclose, without the written consent of each of the other Parties,

the content and object of this Agreement to third parties, other than their respective lawyers, consultants, directors, employees, agents, accountants, controlling bodies or auditors or, more generally, to the subjects to whom it is strictly necessary to disclose such information for the execution of this Contract, without prejudice to the commitment of all the aforementioned persons or subject not to disclose further the information received except within the defined limits for which such information has been communicated to them.

Each of the aforementioned subjects will also be required to respect the confidentiality clause of the previous paragraph.

Art. 12 – Publications

12.1. The Licensor is expressly prohibited from publishing or presenting results or information relating to the Invention without the prior written authorization of the Licensee, which may be justifiably denied exclusively for reasons of protection of personal data, confidentiality and intellectual property. For the purposes of publication, the Licensor must request the Licensee's authorization via certified e-mail with an attached copy of the relevant documents at least thirty (30) days before sending it to the magazine or to the event's organizational commission. Within thirty (30) days of receiving the document to be published, the Licensee must respond in writing verifying that the relevant documents comply with current legislation on the protection of personal data, do not contain Confidential Information owned by him or that in any case invalidate the legal protection of the rights that protect the Invention. If the peremptory deadline of thirty (30) days to respond has expired without success, the authorization will be deemed to have been granted (silence-consent). If the document contains Confidential Information, the authorization may require their omission and replacement with the wording "omissis".

12.2. If the request for publication risks invalidating the filing of patent applications or the registration of other industrial property rights on the Invention, the Parties hereby agree to postpone the publication up to a maximum of ninety (90) days from receipt of the outcomes of the verification of the substantial requirements to obtain any titled industrial property rights.

12.3. Prior authorization is not required for the publication of research whose content is already in the public domain, including applications for industrial property rights already made accessible to the public.

Art. 13 – Express termination clause

13.1. This Agreement may be terminated by law as a result of the simple declaration of the Licensor that it wishes to make use of this termination clause pursuant to art. 1456 cc – faculty recognized and accepted by the Licensee – in the following cases:

- a) failure of the Licensee to fulfill the obligations referred to in the art. 6 (Duties of the Licensee) and art. 9 (Management, maintenance and defense of property rights);
- b) failure to comply with the obligation to pay the Consideration according to the amounts and deadlines referred to in the art. 5 (Consideration) not remedied by the Licensee within 60 (sixty) days of the formal notice by the Licensor.

13.2. The Licensee has the right, recognized and accepted by the Licensor, to terminate this Agreement for violation of the exclusivity right referred to in the art. 3.1. of this Agreement.

13.3. In any case of early termination of this Contract, the Licensee undertakes to stop any and all exploitation of the Invention and, at the same time, the Licensor will have the right both to withhold the sums already collected by the Licensee and to pay the amounts accrued and not paid up to the time of termination of this Agreement.

Art. 14 – Penalty

14.1. The Parties agree that, in the event of non-fulfilment of the obligations assumed by this contract, the defaulting party shall be obliged to pay the other the sum of € 5.000,00 (five thousand/00 euros) as a penalty, pursuant to and for the purposes of Article 1382 of the Italian Civil Code, without prejudice to any greater damages deriving from non-fulfilment.

14.2. The Parties also agree that, in the event of mere delay in the fulfilment of the obligations assumed with this contract, the party in default shall be obliged to pay the other the sum of € 500,00 (five hundred/00 euros) for each day of delay, pursuant to Article 1382 of the Italian Civil Code.

Art. 15 – Personal Data processing

15.1. The personal data provided by the Parties will be processed for the purposes of this Contract, in compliance with the principles of lawfulness, correctness, transparency, adequacy, relevance and necessity referred to in the art. 5, paragraph 1 of the EU's General Data Protection Regulation (GDPR). The communication of such data between the Parties is mandatory to fulfill all obligations connected to the execution of the relationship established with this Contract.

The same data may be communicated only within the respective structures headed by the Parties for the management of the relationship established by this Contract.

The data provided by the Parties will be collected and processed using manual, paper and computerized (digital) methods, by inserting them into paper and/or computerized (digital) archives. The complete information from the University of Florence on the protection of personal data of operators of other Parties is available at the following link:

https://www.unifi.it/upload/sub/protezionedati/formazione_TERZI.pdf.

The complete information from the AOUM on the protection of personal data of operators of other Parties is available at the following link:

<https://www.meyer.it/privacy>.

15.2. By signing this deed, the Parties express their consent to the processing and communication of their personal data in the manner and for the purposes described above. Data controllers are Medestime, AOUM and UNIFI, and Data Protection Officers are:

- for Medestime, the Legal Representative; email: mario.compagnone@medestime.com;
- for AOUM, the Data Protection Officer: email: privacy.dpo@meyer.it;
- for UNIFI, the Director of the General and Legal Affairs Area, e-mail: privacy@adm.unifi.it.

15.3. UNIFI and AOUM may also communicate the personal data they hold to other public administrations if they need to process them for any proceedings within their institutional jurisdiction as well as to all those public entities to whom, in the presence of the relevant conditions, communication is mandatory by community provisions, laws or regulations.

Art. 16 – Communications

16.1. All communications provided for or required by this Contract will be made by registered mail and/or certified email to the addresses indicated below:

Medestime SA:

Medestime,

Rue de Jumeet, 81, 6041 Charleroi, Belgium

Tel.: +32 71 433750

Email: mario.compagnone@medestime.com

AZIENDA OSPEDALIERA UNIVERSITARIA MEYER IRCCS

Unità Brevetti

Viale Gaetano Pieraccini, 24 – 50139 Florence

Tel.: + 39 0555662365

Email: brevetti@meyer.it

UNIVERSITY OF FLORENCE

UNIFI

Functional Unit KTO- Business Relations, IP Protection and Exploitation

Viale Morgagni 44 – 50134 Florence

Tel.: + 39 055 2751920/21/22

Email: brevetti@unifi.it

Art. 17 – Force majeure

17.1. Each party may suspend the execution of its contractual obligations when such execution is made impossible or unreasonably burdensome by an unforeseeable impediment beyond its control, such as, for example, boycott, lockout, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargoes.

17.2. The party wishing to avail itself of this clause must immediately notify the other party in writing of the occurrence and termination of the circumstances of force majeure.

17.3. If the suspension due to force majeure lasts more than six weeks, each party will have the right to terminate this contract, subject to 10 days' notice, to be communicated to the other party in writing.

Art. 16 – Applicable law and competent court

16.1. Parties declare that they will choose the Italian law as the law applicable to the contract and the obligations arising from it, to which they fully refer for anything not expressly provided in this contract.

16.2. For any dispute arising from this contract or connected to it, the exclusive jurisdiction of the Italian judge is agreed and the Court of Florence will be exclusively competent for it.

Art. 17 – Miscellaneous

17.1. No modification or integration of this Contract will be valid or effective unless made in writing, any acts of tolerance with respect to different conduct remaining unremarkable.

17.2. This Contract was the subject of specific negotiation between the Parties, who separately examined each individual clause. The Parties expressly acknowledge, therefore, that article 1341 of the Italian Civil Code. does not apply with reference to this Agreement.

17.3. Neither Party may assign this Agreement without the prior written consent of the other Party. The following two cases are exceptions to the prohibition on assignment of this Contract:

- If the Licensee is the subject of a merger or acquisition by a third party, the obligations arising under the Contract are automatically transferred to his successor. To this end, the Licensee must communicate via certified email to the Licensor at least 30 (thirty) days before the formalization of the aforementioned operations, the name of the company acquiring the bonds, the registered office and the legal representative;
- If the Licensee deems it necessary to establish a new company with the purpose of developing and marketing the Invention, which therefore qualifies as a new legal entity controlled by the Licensee for the achievement of said purpose, the Licensor hereby grants to this new company the right to succeed the Licensee in the Contract, thus assuming all rights and obligations, upon communication to the Licensor via certified email of the name, registered office and legal representative of the company thus constituted, at least 30 (thirty) days before the formalization of the incorporation.

17.4. The Parties expressly declare that the Contract has been the subject of negotiation entirely and in every single part. Therefore, the articles do not apply. 1341 and 1342 of the Civil Code.

Art. 18 – Registration and transcription

18.1. This Agreement is drawn up in duplicate and will be registered only in case of use pursuant to art. 5, II paragraph, of Italy's Presidential Decree 26/04/1986 n. 131 and subsequent amendments, by and at the expense of the requesting Party. The Parties agree that the stamp duty referred to in Part I of the Tariff attached to Italy's Presidential Decree 642/1972, and its subsequent amendments and additions, will be paid by the Licensee for the amount of Euro 96,00 (n. 6 tax stamps of Euro 16,00). The Parties agree that the stamp duty shall be paid virtually by the University of Florence, Ministry of Finance Authorization prot. 100079/99 of 18.11.1999, for the full amount due. The Licensee shall return the full amount to the University of Florence in the manner set forth in Art. 6 of the Agreement.

18.2. The Licensee undertakes to register at his own expense at the Italian Patent and Trademark Office (possible for foreign extensions of the patent: as well as at the other competent foreign offices) the exclusive license obtained within 30 (thirty) days from the signing of this Contract. For transcription purposes, the Licensor agrees to provide its assistance free of charge upon request of the Licensee.

The communication will be considered made on the date of receipt.

Faithfully, the duly informed Legal Representatives of the Parties hereby implement this Agreement.

Date: _____

Medestime SA

The Legal Representative pro tempore

Mr. Pan Wang

University of Florence

The Manager of the Strategic Projects Management, Third Mission and Communication Area

Dr. Francesca Farnararo

Azienda Ospedaliera Universitaria Meyer IRCCS

The Legal Representative

Dr. Paolo Morello Marchese