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PUBLIC CALL

PUBLIC CALL FOR EXPRESSIONS OF INTEREST FOR TESTING ACTIVITY ON KIWIFRUIT, CITRUS, CHERRY, STRAWBERRY, RASPBERRY, APPLE, WALNUT, PEAR, PEACH AND PLUM

Purpose

Call open to Companies working in this sector for sending expressions of interest for testing activity on kiwifruit, citrus, cherry, strawberry, raspberry, apple, walnut, pear, peach and plum material in a non-exclusive way, free of charge, without right of first refusal or any other future right and with no warranty of future commercial release.

The material is listed in Attachment A. The Companies interested in the testing activity are called to send an expression of interest following the terms and the ways listed here below. The material listed in Attachment A was obtained in the frame of the breeding activities carried out by CREA Centro di Ricerca Olivicoltura, Frutticoltura e Agrumicoltura, in some cases in the frame of breeding activities co-founded by Public or Private Companies external to CREA.

Specifically:

- this Call is not an offer to the public (ex art. 1336 of the Italian Civil Code), nor an investment solicitation following the art. 94 and followings of the Legislative Decree n. 58 of 24.2.1998 and subsequent amendments or additions, but a simple market research. Therefore, CREA has no obligation in giving information on the offer results nor in negotiating or concluding an Agreement;
- being an explorative market survey, it does not constitute a contractual proposal and does not bind in any way this administration who reserves the right to interrupt, at any time, for reasons of its sole responsibility, the procedure without the applicants having the right to make any claim.

Application

The expression of interest shall be sent in writing by e-mail to the address brevetti.ofa@pec.crea.gov.it using the enclosed form together with the self-declaration certification form (Attachment B) **by the 31/05/2024**.

The expression of interest shall include the following information:

- a) details of the Company with name, registered office, Tax code, VAT number, personal information of the legal representative, e-mail address and certified e-mail address (*the latter only for Italian companies*) for any further communication;
- b) the genotypes of interest among the ones included in this Public Call (Attachment A) and the territory where the Company intends to carry out the testing;
- c) declaration of accepting the conditions stated in this Public Call and in the enclosed Testing Agreement draft;
- d) acceptance that the present Public Call is not a contractual proposal and does not bind in any way CREA or the interested company to sign the Agreement;
- e) declaration of not being defaulting in the respect of the contractual terms of any licence agreement made previously with CREA and/or other CREA's delegate, and particularly of not being defaulting with the payment of amounts already invoiced for any reason by CREA and/or CREA's delegate;
- f) declaration of not being in bankruptcy, liquidation, receivership, composition with creditors or any other equivalent situation, under the law of the State of residence; of not being subject to measures of interdiction to negotiate with the Public Administration, under the law of the State of residence; of being in compliance with the payment of social security contributions, under the law of the State of residence;
- g) declaration of having read and understood the enclosed Privacy Note concerning the processing of personal data following the EU Regulation n. 679/2016 for the protection of data;
- h) the filled in and signed self-declaration form on the absence of causes of incompatibility to negotiate with the Public Administration, with enclosed valid ID card of the company's legal representative.

Selection criteria

The expressions of interest received following the publication of this Call will be evaluated by the Director of Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura who could avail himself of the collaboration of one or more experts, in order to evaluate if the Company is in compliance with the requirements set forth by this Public Call as well as its level of liability on the basis of the supplied information. A Testing Agreement following the enclosed draft (Attachment C) will then be signed with the selected Companies.

Agreement terms and conditions

The duration of a further Testing Agreement shall depend on the species and on the type of supplied material and shall then be agreed upon by the Parties case by case.

The Agreement shall be formalized only and exclusively for experimental purposes in order to check the quality and production potential of the material and shall allow the licensed Company to test, at its own expenses, the supplied material with no warranty given by CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura, nor claim by the Company, of signing a future License Agreement for the rights of propagation and commercialization of the material.

The testing shall be carried out in well-defined territorial boundaries and the Company shall agree to send the location data of the testing fields where the trial will take place.

The Company shall adopt all necessary measures to prevent from abusive theft of the plant material of the selections in trial.

The Company shall agree to:

- a) carry out propagations by grafting/propagations of the supplied plant material, only for experimental purposes, as set forth in the contractual terms adapted case by case;
- b) not cede plant material of the selections in trial to third parties nor authorize third parties to carry out grafting nor propagation of the said material, without prior authorization asked to and granted by CREA;
- c) not cultivate the plants of the said selections in different areas from those stated in the Agreement (art. 4 of the Agreement), without prior authorization asked to and granted by CREA;
- d) not use the said selections in breeding activities;
- e) allow CREA or its delegate to enter the testing fields where CREA's material is tested;
- f) take care, at its own expenses, of all import and quarantine procedures for the plant material (*for testing outside the EU territory*);

At the end of the Agreement, the Company shall also send to CREA a detailed report describing the trend and the results of the trial.

This Agreement shall not give to the interested Company any right for the management of the further future commercial release and/or registration/PBR protection of the selections object of the Agreement nor of their deriving varieties/PBR.

This Agreement, and the trial activity it entails, shall not be considered as a future right of option for an exclusive licence.

At the end of this Agreement, the Company shall destroy the tested material. Anyway, the Company can express its interest in the commercial exploitation of the tested material once CREA, and further co-owners, decide to apply for plant variety rights and the following valorization according to CREA's internal procedures.

All other terms of a further Agreement shall be subject of negotiation between the Parties.

Privacy Note

The Privacy Note concerning the processing of personal data – following the EU Regulation n. 679/2016 for the protection of data - is enclosed to this Public Call (Attachment D) and is intended as read and understood.

Information

This Public Call is published on the website www.crea.gov.it, in the section "Transparent Administration" among the acts related to the Intellectual Property agreements ("Atti relativi ai contratti attivi di valorizzazione della proprietà intellettuale dell'Ente").

For any further information, please contact Giulia Faedi/Gianluca Baruzzi of CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura -Forlì, phone number + 39 0543 89566 (int. 6) e-mail address brevetti.ofa@crea.gov.it.

IL DIRETTORE

Dott. Enzo Perri

Approved by Director's Decision n. 0056483 on the 15/06/2023

COURTESY TRANSLATION

LIST OF MATERIAL FOR TESTING

<u>KIWIFRUIT</u>	<u>CITRUS</u>		<u>CHERRY</u>
Uni.CG1	AMOSI 11*	H5969	CREA C5
	AMOA2*	L9072**	CREA C6
	Tarocco CREA2*	L8907	
	Tarocco L3371	5-18-22	
	H6305		

* The testing licence can be granted only outside the Italian territory

** The testing licence cannot be granted for USA territory

<u>STRAWBERRY</u>		
AA SEL. 1	CREA 27.2	CREA 153.1 DN
AA SEL. 2	CREA 27.3	CREA 153.2 DN
AA SEL. 3	CREA 28.2	CREA 176.4
AA SEL. 4	CREA 28.6	CREA 190.9 DN
AA SEL. 5	CREA 28.1	CREA 191.3 DN
AA SEL. 6	CREA 29.1	CREA 194.107
AA SEL. 7	CREA 29.3	CREA 196
AA SEL. 8	CREA 29.4	CREA 197.100
AA SEL. 101 DN	CREA 30.1	CREA 197.104
AA SEL. 102 DN	CREA 31.1 DN	CREA 198.1 DN
AA SEL. 103 DN	CREA 32.1	CREA 100
AA SEL. 104 DN	CREA 34.10 DN	CREA 101
AA SEL. 105 DN	CREA 34.6 DN	CREA 102
AA SEL. 106 DN	CREA 37.1	CREA 103
AA SEL. 107 DN	CREA 37.10 DN	FC 34.2
AA SEL. 108 DN	CREA 40.53	LAM 11.3
AA SEL. 109 DN	CREA 43.23 DN	LAM 130.1
AA SEL. 110 DN	CREA 44.3 DN	LAM 130.2
CRAPO 70.2 DN	CREA 45.1	LAM 131.1
CRAPO 118.09 DN	CREA 45.13 DN	LAM 135.7
CRAPO 132.09	CREA 45.15 DN	LAM 140.9
CRAPO 132.31	CREA 45.6 DN	LAM 140.3
CRAPO 133.07 DN	CREA 49.1	LAM 141.4
CRAPO 140.09 DN	CREA 51.3	LAM 141.3
CRAPO 181.15	CREA 57.5	LAM 142.5
CRAPO 182.01	CREA 60.1 DN	LAM 148.1
CRAPO 194.4 DN	CREA 67.4 DN	LAM 156.1
CRAPO 203.15	CREA 67.1 DN	LAM 187.2

CREA 009.4	CREA 67.2 DN	LAM 187.3
CREA 009.11	CREA 71.1	LAM 204.1
CREA 009.25	CREA 71.7	LAM 68.4
CREA 009.27	CREA 85,3	PIR 111.4
CREA 12.5	CREA 87,9 DN	PIR 155.4
CREA 26.1	CREA 106.7	PIR 165.1
CREA 26.3	CREA 110,1	PIR 165.17
CREA 26.4	CREA 128.1 DN	PIR 169.3
CREA 26.5	CREA 131,3 DN	PIR 187.4
CREA 26.6	CREA 132.101 DN	PIR 191.1
CREA 26.7	CREA 135.2 DN	PIR 37.2
CREA 27.1	CREA 153.2	PIR 65.21

<u>RASPBERRY</u>	<u>APPLE</u>		<u>WALNUT</u>
434	CREA 24.2	CREA22M01	CREA 21
478	CREA 10.1	CREA22M02	
165/14	CREA 25.4	CREA22M03	
23/14	CREA 19.6	CREA22M04	
58/14	CREA 12.9	CREA22M05	
8/14	CREA 37.7	CREA22M06	

<u>PEAR</u>		<u>PEACH</u>		<u>PLUM</u>
CREA 179	CREA 655	CREA NB1	RM NB-1	CREA SCG1
CREA 171	CREA 71-18	CREA NB8	RM NB-2	
CREA 87	CREA 108-71	CREA NB9	RM NB-3	
CREA 41-18	CREA 509	CREA NB10	RM NB-4	
CREA 327	CREA 149	CREA NG2	RM NG-1	
CREA 399	CREA 133	CREA NG3	RM NG-2	
CREA 264	CREA 185	CREA NG4	RM NG-3	
CREA 07	CREA 613	CREA NG5	RM NG-4	
CREA 473	CREA 75.89	CREA NG6	RM PB-1	
CREA22P001	CREA23P004	CREA NG7	RM PB-2	
CREA22P002	CREA23P005	CREA NG11	RM PB-3	
CREA23P003	CREA23P006	CREA NG12	RM PB-4	
		CREA NG14	RM PG-1	
		CREA NG17	RM PG-2	
		CREA PB1	RM PG-3	
		CREA PB15	RM PG-4	
		CREA PB16		
		CREA PG2		
		CREA PG13		

(Form to be used on the official letterhead of the Company and to be sent together with the self-declaration here following and a copy of the valid ID card of the signing person)

EXPRESSION OF INTEREST FOR TESTING ACTIVITY

CREA – Centro di ricerca Olivicoltura,
Frutticoltura e Agrumicoltura

To the attention of dott. Enzo Perri

brevetti.ofa@pec.crea.gov.it

The undersigned _____ born in _____ on the _____,
resident in (city) _____ (address) _____ in quality of legal representative of the Company
(name) _____ with registered office in (city) _____ (address) _____ Tax Code
_____ VAT number _____

E-mail address _____

Certified e-mail address (only for Italian companies) _____

With this EXPRESSES his/her INTEREST in testing the following material: _____ (species and name)

For this purpose, declares:

- that the territory where he/she intends to carry out the testing is _____
- to accept the conditions listed in the “Public Call for expression of interest for testing activity” published on the institutional website of Consiglio per la ricerca in agricoltura e l’analisi dell’economia agraria www.crea.gov.it and in the enclosed Testing agreement draft;
- to accept that the present Public Call is not a contractual proposal and does not bind in any way CREA or the interested company to sign the Agreement;
- of not being defaulting in the respect of the terms of the licence agreements previously made with CREA and/or other CREA’s delegate, particularly of not being defaulting with the payment of amounts already invoiced for any reason by CREA and/or CREA’s delegate;
- of not being in bankruptcy, liquidation, receivership, composition with creditors or any other equivalent situations, following the law of the Country of residence; of not being in bankruptcy, liquidation, receivership, composition with creditors or any other equivalent situation under the law of the State of residence; of not being subject to measures of interdiction to negotiate with the Public Administration under the law of the State of residence; of being in compliance with the payment of social security contributions, under the law of the State of residence;
- to have read and understood the enclosed Privacy Note on the processing of personal data, following the EU Regulation n. 679/2016 on data protection.

_____, on the _____

(Place)

(Date)

(Signature and Stamp)

SELF-CERTIFICATION DECLARATION

(to be attached to the expression of interest)

The undersigned _____ born in (city) _____ on the (date) _____, resident in (city) _____ (address) _____ in quality of legal representative of the Company (name) _____, with registered office in (city) _____ (address) _____ Tax code _____ VAT number _____

E-mail address _____

Certified e-mail address _____ (only for Italian companies)

pursuant to Articles 46 and 47 of Presidential Decree n. 445/2000 and aware that anyone who makes untruthful statement or statement containing data that are not in accordance with the truth incurs penalties in accordance to Article 76 of the above mentioned Presidential Decree 445/2000

DECLARES

- to the best of his/her knowledge, pursuant the supervision provided for by art. 1 c.9 letter e) of the L. 190/12 and following the art. 7 of the Presidential Decree n. 62/13, no kinship nor relationship, by the second degree, exist between the owners, administrators, associates and employees of (Company name) and the managers and employees of CREA;
- following the art. 6 of the Presidential Decree n. 62/13, that for..... (name and surname) no employment bond or professional bond, in progress or in the three previous years, exist with the administrators and managers of the organizational units of CREA;
- not to be in the conditions stated in art. 53, comma 16-ter, of the Legislative Decree n. 165/2001 providing that : *“the employees who, in the last years of office, have exercised authoritative or negotiation powers for Public Administrations referred to art. 1, comma 2 cannot perform in the three years following the termination of their public contract, any working or professional activity for private subjects benefiting from the activity of the public administration carried out by means of these powers. Contracts entered and assignments bestowed in violation of the provisions of this paragraph shall be nul and void, and private subjects who entered or bestowed them are prohibited from negotiating with Public Administrations for the following three years, with the obligation to return any ascertained related compensation received”*;
- following the art. 2, c.3 of the Presidential Decree 62/13, to be aware of the duties provided by the Code of Conduct of CREA employees, adopted with Deliberation of the Governing Body n. 66 of the 14/12/2017 published on CREA institutional website on the following link <https://www.crea.gov.it/atti-generalisti> and to commit to observe and enforce, as far as applicable, the above mentioned Code on employees and collaborators of(Company name);
- to have read and understood the enclosed Privacy Note on the processing of personal data, following the EU Regulation n. 679/2016 of the European Parliament and Council of the 27th April 2016 (GDPR) on data protection.

Date

Signature.....

DRAFT

TESTING AGREEMENT
for selections of.....(*species*)

BETWEEN

Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria – Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura, with registered office in Via della Navicella 2/4 – 00184 Rome, Italy and administrative office in via Settimio Severo, 83 – 87036 Rende (CS), here represented by dr., born inon the.....hereinafter named CREA

AND

..... with registered office in (Tax Code and VAT number.....), here represented by....., born in.....on the..... in quality of legal representative, hereinafter named as THE COMPANY

WHEREAS

- a) Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria (CREA), funded by Italian Legislative Decree n. 454 of 29.10.1999, modified by art. 1 comma 381 of the Italian law n. 190/2015. pursues its institutional goals through its Research Centres as provided for by art. 1, comma 4 of Statute approved by the Board of Directors with resolution n. 11/2022 of the 16/02/2022;
- b) following art. 3 of Italian Legislative Decree n. 454 of 29.10.1999 and art. 2 of the above-mentioned Statute, CREA carries out breeding activities and encourages the development and the adoption of the technological innovation obtained by its scientific departments in the productive sectors, promoting their wide dissemination also in the frame of the transfer of the research results to the enterprises;
- c) CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura coordinates many testing, selecting and evaluating activities of plant material from which the(*species*) selections listed in the Attachment 1 and being object of this Agreement were obtained.
- d) (*article only in case of co-ownership*) pursuant to the research and testing agreements and breeding projects carried out by CREA with the co-owners having co-participate to the said activities, it is necessary to evaluate their potential in terms of production, quality and impact on the market;
- e) In order to promote the results obtained from the above-mentioned activities, CREA arranges periodically some technical meetings and fruit exhibitions to which all nurseries and growers' associations are invited to participate in order to express their technical evaluations;
- f) CREA on the.....prot. published on its institutional website a Public Call for expressions of interest for testing activity on kiwifruit, citrus, cherry, strawberry, raspberry, apple, walnut, pear, peach and plum material in a non-exclusive way, free of charge, with no first refusal right or any other future right on the supplied material nor warranty of future commercial release;
- g) THE COMPANY, interested in(*species object of the Agreement*) cultivation expressed its interest (prot.n.....) to test, in non-exclusive way, free of charge, with no first refusal right or any other right or warranty of future commercial release, the plant material object of this Agreement in..... (*specify the territory for testing*).

THE PARTIES HERETO SHALL AGREE AS FOLLOWS

Art. 1 Subject of the Agreement

CREA grants to THE COMPANY the non-exclusive right to test, at their own expenses and for the all duration of the Agreement, the(*species*) selections listed in Attachment 1.

This Agreement is formalized only for experimental purposes to evaluate the production and quality potential of the new accessions and does not grant to THE COMPANY any right on the management and on the further commercial release and patent protection of the selections object of this Agreement.

Art. 2 Trial area

The trial in object shall only take place in(*specify the territory for testing*). following the cultural techniques recommended by CREA and the methods listed in the following art. 4 of this Agreement. The further extension of the trial in other areas shall be previously requested to and authorized by CREA by writing.

Art. 3 Duration of the Agreement

This Agreement is valid starting from the date of signature and will terminate on the

Art. 4 Operating methods

THE COMPANY shall cultivate the plants of the selections listed in Attachment 1 / charge its associated / related growers under the control of THE COMPANY with the cultivation of the plants of the selections listed in Attachment 1 (*as appropriate*) only for experimental purpose, in the respect of all the clauses set forth in the present Agreement. The plants of the selections here in object shall be cultivated with traditional techniques under the direct control of THE COMPANY that agrees to send to CREA the georeferencing details and the maps of the trial fields highlighting the plants in trial.

Art. 5 Obligations of the COMPANY

THE COMPANY shall adopt all necessary measures to prevent from the abusive theft of the plant material in trial. THE COMPANY shall also:

- a) not propagate the supplied material /propagate - only for experimental purpose - the supplied plant material for a maximum ofplants/propagate by grafting the supplied material only for experimental purposes, for a maximum of ...grafted plants (*as appropriate*);
- b) not cede the plant material of the selections in trial to third parties and not authorize third parties to carry out grafting and propagation of the above-mentioned genetic material, without prior authorization asked to, and granted by, CREA;
- c) not cultivate plants of the said selections in different areas from those stated in the present Agreement at art. 4, without prior authorization asked to, and granted by, CREA;
- d) not use the selections in breeding activities;
- e) allow CREA, or its delegate, to enter the testing fields where CREA's plant material is tested;
- f) take care, at the Company's own expenses, of all import and quarantine procedures for the plant material (*for testing outside the EU territory*).

Art. 6 Property of the material

The selections object of this trial remain property of CREA / of the owners listed in Attachment 1, including CREA (*as appropriate*), and no further trial shall be carried out by THE COMPANY without CREA's written authorization. THE COMPANY recognizes that the plant material in trial is recognizable and traceable genetically by CREA and that cannot be protected/registered autonomously by THE COMPANY.

Art. 7 Mutations

Any further mutation of the selections in object shall be communicated to CREA and remains property of CREA / of the owners listed in Attachment 1, including CREA (*as appropriate*).

Art. 8 Reports

THE COMPANY shall follow the instructions of CREA concerning what shall be done to the plants of the selections object of this Agreement. At the end of this Agreement, THE COMPANY shall also send to CREA a detailed report describing the trend and the final results of the trial/THE COMPANY also agrees to send periodical reports, upon CREA's request, describing the development of testing and, at the end of the Agreement, the final results of the trial (*as appropriate*).

Art. 9 Testing results

This Agreement and the related testing activity shall not be considered as a future right of option for an exclusive licence. Therefore, at the end of this Agreement, THE COMPANY shall destroy the material in trial. THE COMPANY can express its interest in the commercial exploitation of the selections in object once CREA/CREA, in agreement with the further co-owners (*as appropriate*), decides to register/protect by patent one or all the selections listed in Attachment 1 and to grant subsequently the rights for propagation and commercialization through a public

call for commercial exploitation.

Art. 10 Right to enter the trial fields

CREA shall retain the right to enter the trial fields where its plant materials are cultivated in order to verify the vegetal-productive behavior and ascertain the respect of the clauses set forth in the present Agreement.

Art. 11 Hold harmless clause

CREA shall not be held responsible for any further damage that THE COMPANY could suffer from or cause following the trial object of this Agreement, nor for any further claim for compensation and/or other claim made by third Parties to CREA consequently to the breach of only one of the duties set forth by this Agreement.

Art. 12 Disclosure of the trial results

THE COMPANY agrees not to publish, divulge or disclosure in any way the characteristics and the behavior of the selections object of the testing, without prior authorization by CREA.

Art.13 Counterfeits

By signing this Agreement, THE COMPANY commits to collaborate with CREA in order to tackle further counterfeit activities and/or unauthorized uses of the selections in object as well as to carry out any reasonable action aiming to prevent from counterfeits and/or unauthorized uses.

Should THE COMPANY learn of further theft of the above-mentioned plant material, counterfeits, and/or further misconducts, harmful to the rights object of this Agreement performed by third parties, THE COMPANY has the duty to notify CREA immediately.

Art. 14 Correspondence

Any communication concerning this Agreement shall be sent to the following contacts:

For CREA

CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura, Sede di,(address), e-mail address:

Certified e-mail: brevetti.ofa@pec.crea.gov.it;

For THE COMPANY

.....(name),(address), e-mail address.....;

Certified e-mail (only for Italian companies):

Or/and at any other address the Parties shall communicate promptly to each other.

Save as otherwise provided, communication could be made by any written mean, including e-mail with read receipt.

Art. 15 Termination of the Agreement

CREA shall reserve the right to terminate, at any time, the present Testing Agreement for failure to comply with any of the provisions set forth herein or ascertained transgression of the above-mentioned provisions by certified e-mail or registered mail with return receipt requested. In this event, THE COMPANY shall destroy immediately the material in trial. If THE COMPANY has not fulfilled this by 30 days from the receipt of the letter of formal notice, the Agreement shall be retained as terminated for non-fulfillment following the art. 1454 of the Civil Code.

The check of the executed destruction of plant material shall be carried out by CREA, or its delegate, following THE COMPANY's notice of the executed destruction that shall occur within 30 days from the breach of the Agreement. The Agreement shall be automatically terminated without advance notice and without any penalty if the COMPANY is undergoing bankruptcy or any other insolvency procedure or if THE COMPANY has clear inability to fulfill its duties.

In case of failure to comply with any of the provisions set forth herein or ascertained transgression, THE COMPANY shall be responsible for any further damage that CREA could suffer from related to the possibility to apply for registration/ plant variety rights.

Art. 16 Withdrawal

Each party has the right of withdrawal from this Agreement at any time, for justified reason and with written 60 (sixty) day notice, but the withdrawal shall not affect the performances already done or still in progress.

In the event of termination or breach of the Agreement, the material object of this Agreement shall return at CREA's

full availability.

Art. 17 Applicable regulations and Controversy

For any other matters not specifically provided for and specified in this Agreement between the Parties, the regulations in force in Italy shall be applied.

The Parties commit to find an agreement, in a spirit of reciprocal collaboration, for any further controversy that could arise from – or be related to – what is provided for by this Agreement. If no agreement can be reached in this way, the solution of any further controversy is transferred to the competent Court appointed in accordance with the provisions of the Code of Civil Procedure.

Art. 18 Agreement signing

This Agreement constituted by n. 6 / 7 (*as appropriate*) premises and n. 18 articles and n. 1 attachment is valid only if duly countersigned by the Parties (*for foreign companies*) / countersigned by digital signature following the regulation in law and sent by certified e-mail address (*only for Italian companies*)

Read and signed on the

CREA Centro di ricerca Olivicoltura,
Frutticoltura e Agrumicoltura

Il Direttore

THE COMPANY

The Legal Representative

.....

.....

Attachment 1 to the Testing Agreement

Description <i>(species)</i>	Selection <i>(name)</i>	Breeding Project	Co-owners	Material <i>(amount and type of plant material)</i>

COURTESY TRANSLATION

NOTE TO NATURAL PERSONS FOLLOWING ART. 13 AND 14 OF THE EU REGULATION 2016/679 OF THE EUROPEAN PARLIAMENT AND COUNCIL OF THE 27TH OF APRIL 2016 (GDPR).

1. CONTROLLER

The Council for Agricultural Research and Economics (hereinafter CREA) with legal address in via della Navicella, 2/4 00184 Rome, in quality of “Controller” in the person of its President and pro-tempore legal representative, exercises the processing of personal data in the exercise of their public duties for the purposes stated at point 3.

2. CONTACT DETAILS OF THE DATA PROTECTION OFFICER (DPO)

CREA has appointed the “Data Protection Officer” (DPO) has provided for by the Regulation with Presidential Decree n. 79491 of the 1.09.2021. For all matters concerning the processing of personal data and/or for exercising the rights set out in the Regulation, listed at point 7 of this Note, please contact the DPO at the following e-mail address: responsabiletrattamentodati@crea.gov.it.

3. CATEGORIES OF PERSONAL DATA DEI DATI PERSONALI, SOURCES, PURPOSES AND LEGAL BASIS OF PROCESSING

Categories of personal data

The personal data processed by CREA in the person of the delegated implementing subject (internal DPO) identified in the Director of Centro di Ricerca Olivicoltura, Frutticoltura e Agrumicoltura concern exclusively the Legal Representative’s personal data (*name and last name, place and date of birth, tax code*) of the Company.

Sources of personal data

CREA uses the personal data of the data subject communicated by the data subject or gathered by other Controllers (in the latest case, after verifying the respect of the conditions of lawfulness by third parties) or public sources, (for example other public administration) in accordance with the reference regulations.

Purposes and legal basis of processing

The data gathered will be processed without need of consent exclusively for the purposes of the “*Public Call for expressions of interest for testing activity on kiwifruit, citrus, cherry, strawberry, raspberry, apple, peach, pear and plum*” and for all acts deriving therefrom.

Providing personal data is discretionary. However, if the subject does not provide personal data, this will cause the impossibility to conclude a license agreement.

4. CATEGORIES OF RECIPIENTS WHO CAN RECEIVE THE PERSONAL DATA

For the purpose mentioned above, it might be necessary that CREA communicates the personal data to the following categories of recipients:

- 1) Research Centres and Head Administration Offices of CREA;
- 2) Co-owners;
- 3) Companies, freelance professional, delegated by CREA, working inside or outside the European Union, processing the personal data in the frame of the collection of the amounts due by the licensed Company, including any further controls on paper/accounting and or field/storehouse;
- 4) Authorities (for example, judicial, administrative, etc..) and the public information system of public administrations;
- 5) Public bodies working inside or outside the European Union.

5. FURTHER TRANSFER OF PERSONAL DATA TO A THIRD COUNTRY OR TO AN INTERNATIONAL ORGANIZATION OUTSIDE EUROPEAN UNION

The personal data are processed by CREA inside the territory of the European Union.

If necessary, for technical or operational reasons, CREA reserves to transfer the personal data outside the European Union or to International Organizations for which there are “adequacy” decisions of the European Commission or on the basis of appropriate safeguards given by the country where the data should be transferred or on the basis of specific derogation provided for by the Regulation.

6. HOW PERSONAL DATA ARE PROCESS AND STORAGE TIMES

The personal data processing is carried out by hand, IT and telematic tools by CREA employees involved in the procedure for work purposes, following the necessary IT-technical and organizational-management measures to guarantee the security and confidentiality of the personal data in the aim of the procedure for selecting contracting parties.

The personal data are stored for the duration of the procedure for selecting the contracting party as referred to in the above-mentioned Public Call, and for the further consequent conclusion and management of the related Agreements and for all their duration. At the end of the procedure or if the procedure or the contractual activities are interrupted, the personal data will be stored following the terms provided for by the law.

7. RIGHTS OF THE DATA SUBJECT

The data subject could exercise, at any time, towards the Controller, the rights provided for by the Regulation listed here below, sending an appropriate written request to the e-mail address responsabiletrattamentodati@crea.gov.it.

The further communications and actions carried out by CREA, following the exercise of the rights listed here below will be made free of charge.

However, where requests are manifestly unfounded or excessive, in particular because of their repetitive character, CREA may charge a reasonable fee considering the administrative costs or refuse to act on the requests.

Right of access

The data subject shall have the right to obtain from CREA confirmation as whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and to the information provided for by art.15 of the Regulation, as for example, the purposes of the processing, the categories of personal data concerned, etc.

Where personal data are transferred to a third country or to an international organization, the data subject shall have the right to be informed of the appropriate safeguards relating to the transfer as specified at point 5.

If requested, CREA could provide a copy of the personal data undergoing processing.

For any further copies, CREA may charge a reasonable fee based on administrative costs. Where the request is made by electronic means, and unless otherwise requested, the information shall be provided by CREA in a commonly used electronic form.

Right of rectification

The data subject shall have the right to obtain from CREA the rectification of inaccurate personal data concerning him or her, as well as, considering the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Right of erasure

The data subject shall have the right to obtain from the Controller the erasure of personal data concerning him or her where one of the grounds of art. 17 of the GDPR applies.

However, the personal data cannot be erased if the processing is necessary, for example, for compliance with a legal obligation, for the performance of a task carried out in the public interest or in the exercise of official authority, for the establishment, exercise or defense of legal claims, for achieving purposes in the public interest, scientific or historical research purposes or statistical purposes.

Right of restriction of processing

The data subject shall have the right to obtain the controller restriction of processing where one of the events provided for by art. 18 of the GDPR occur.

Right to object

The data subject shall have the right to object at any time to processing of personal data concerning him or her unless the processing is carried out for the performance of an activity of public interest.

In case the data subject decides to exercise the right to object, CREA shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights, and freedoms of the data subject or for the establishment, exercise or defense of legal claims.

Right to lodge a complaint with a supervisory authority

Without prejudice to any other administrative or judicial remedy, if the data subject considers that the processing of personal data relating to him or her infringes the Regulation and/or the national law, every data subject shall have the right to lodge a complaint with a supervisory authority.

COURTESY TRANSLATION