

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

PUBLIC CALL

PUBLIC CALL FOR EXRESSIONS OF INTEREST FOR ACQUIRING AN EXCLUSIVE LICENCE AGREEMENT FOR PROPAGATION AND COMMERCIALIZATION – WITH PRIOR TESTING – FOR THE CHERRY SELECTIONS NAMED “CREA C1” e “CREA C2”

Purpose

Call open to Companies for sending preliminary expressions of interest for acquiring an exclusive licence – at an international level – for the rights to propagate and commercialize, with prior testing, the cherry selections named “CREA C1” and “CREA C2”.

The two cherry selections were obtained in the frame of the breeding activities carried out by CREA Centro di Ricerca Olivicoltura, Frutticoltura e Agrumicoltura of Forlì. For these selections, the further agreement could be signed only once CREA has applied for Community Plant Variety Rights (CPVR). To date these selections are, indeed, not protected by any plant variety rights (PVR) nor registered in any national register and are at the moment under evaluation in EU territory in non-exclusive way, with no right of first refusal nor any other future right.

The descriptive/technical characteristics of the selections are reported in the Attachment 1 of this Public Call.

The Companies interested in acquiring the said licence are called to send an expression of interest for the two selections following the terms and the ways listed here below.

It is specified that:

- 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 **within and no later than the 05/12/2022**. The expressions of interest sent after the above-mentioned deadline will not be accepted.

The expression of interest could be sent:

- by certified e-mail to the address brevetti.ofa@pec.crea.gov.it stating in the subject “Expression of interest for acquiring exclusive licence for cherry selections CREA C1 and CREA C2”;
- by Registered Mail with return receipt: the documentation, sent in closed envelope with the heading “Expression of interest for acquiring exclusive licence for cherry selections CREA C1 and CREA C2”, shall be addressed to **CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura, Via La Canapona, 1 bis, 47121 Forlì (FC), Italy;**

*****This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. *****

In the case of sending by Registered Mail with return receipt, for the respect of the closing date for application, the date of the postmark will serve as proof. However, the applications sent by Registered Mail received later than the fifteenth day after the deadline will not be considered.

The expression of interest shall be written in Italian or English language using exclusively the form attached to this Public Call (Attachment 2). It shall be signed by the legal representative of the Company and sent together with the copy of his/her valid ID card and with the certified declaration filled in and signed by the legal representative.

The expression of interest shall include the following information:

- a) details of the Company with name, registered office, Tax code, VAT number, data of the legal representative, e-mail address and certified e-mail address (*for Italian companies*) for any further communication;
- b) report on the Company's expertise and business in the sector of plant varieties and, particularly, in new variety commercial development proving the Company's ability to ensure the largest distribution and exploitation at an international level;
- c) acknowledge and acceptance that the selections are at the moment under evaluation in EU territory in a non-exclusive way, with no right of first refusal nor any other further right;
- d) acceptance that this Public Call is not a contractual proposal and it does not bind in anyway CREA or the interested Company to sign the Agreement;
- e) acceptance that the further agreement will be signed only once CREA has applied for Community Plant Variety Office (CPVR) for the two selections;
- f) economic proposal for acquiring the exclusive licence for propagation and commercialization, with prior testing, considering that **the proposal shall NOT be lower** than the following amounts:
 - fee for each testing year: minimum 16,000.00 € per testing year (total amount for both varieties);
 - entry fee* to pay all at once at the start of the exclusive licence for propagation and commercialization: minimum 40,000.00 € per variety;
- g) a potential plan of development that the Company expects to carry out and implement for the largest distribution of the varieties at an international level, also stating the actions aiming to promote, exploit, protect and control the varieties. The content of the plan of development could be reconsidered by the Company at the end of the variety testing (Phase 1), when the Company is more aware of the variety potential, and before the start of the exclusive licence for propagation and commercialization (Phase 2), as explained at the following point j);
- h) acceptance of an initial testing period for a maximum of five years for an agronomic evaluation of the varieties (Phase 1) which will be followed by a further official Company's communication confirming the Company's will to acquire the exclusive licence for propagation and commercialization (Phase 2) for one or both varieties;
- i) acceptance that the Company could interrupt the testing only to bring forward the start of Phase 2; otherwise, the Company shall complete the 5-year testing paying the due annual testing fee to CREA;
- j) acceptance that at the end of the variety testing (Phase 1), before the start of the exclusive licence for propagation and commercialization (Phase 2), the Company shall send a definitive plan of development for the variety/ies of interest that – if accepted by CREA – will form integral part of the Agreement and therefore be binding for the Company;

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

- k) acceptance of the royalty per sold plant equal to 1 € subject to 5% increase every five years and to further renegotiation between the Parties in the event of licence extension in non-EU countries, considering the target market case by case;
- l) acceptance that the further propagation and commercialization activity in non-EU countries could start only once the Company has extended the PVR (Plant Variety Rights) in those territories, at their own expenses, in the name and behalf of CREA;
- m) declaration of being available to take care, at the Company's own expenses, of the import procedures of base material, quarantine practices and PVR protection, in the name of CREA, in non-EU territory where the Company intends to operate;
- n) acceptance to carry out a specific promotional campaign for the varieties at the Company's own expenses giving prior notice to CREA;
- o) acceptance of a further delegated person or body charged by CREA with the collection of sums due by the licensed Company and with inspections on papers, accounting, fields and storehouse;
- p) acceptance of an early termination of the licence agreement in case of failure to respect the plan of development proposed by the Company at the end of the variety testing and being integral part of the Agreement and therefore be binding for the Company;
- q) acceptance of the conditions stated in this Public Call;
- r) declaration of not being defaulting in the respect of the terms of the licence agreements made previously with CREA and/or other delegate by CREA, particularly of not being defaulting with the payment of sums already invoiced for any reason by CREA and/or CREA's delegate;
- s) 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;
- t) 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;
- u) Self-certificate declaration filled in and signed by the legal representative of the Company.

Selection criteria

The expressions of interest received in response to this Public Call will be evaluated by a Commission appointed by the Director of CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura.

The expressions of interest delivered by hand or sent by e-mail, fax or sent after the said deadline or received after 15 days from the closing date (*see the paragraph "Application"*) will not be considered. The expressions of interest that do not contain all the information and the declarations requested here above from point a) to u) will be discarded.

Guaranteeing impartiality and transparency, the proposals being more advantageous for CREA will be selected, evaluating both the economic proposals and the most promising and well-founded plans of development, ensuring the widest variety development at an international level, together with an appropriate level of reliability of the contracting party - assessed on the basis of the given information.

In case of comparable proposals, the terms included in the expression of interest could be a starting point and could be further negotiated;

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

CREA reserves the right to start the negotiation also with more than one subject in the event that the elements given by the expression of interest are not enough for choosing only one partner.

Agreement conditions

• PHASE 1 - TESTING

Following the signing of the Agreement, the Company shall be authorised to start a first phase of testing and evaluating the two varieties in the EU and non-EU countries of interest for a maximum of 5 years.

CREA will supply the starting plant material (nuclear stock preserved at a specifically authorised Centre of Preservation and Pre-multiplication).

For each testing year, the Company shall pay a testing fee to CREA (*see previous point f*)).

The Company could perform the testing directly and/or charge related and strictly controlled companies in EU and non-EU, informing CREA about the precise location of the fields where the testing is carried out. The Company will take care - at its own expenses – of all the procedures of sending, import and quarantine of plant material.

The Company could propagate the plant material – or charge the above-mentioned companies with propagation of the plant material – to make a large evaluation of the varieties.

For the whole Phase 1, the commercialization of variety plant material is not allowed.

The testing will be performed under the full responsibility and control of the Company that shall adopt all necessary measures to prevent from theft and abusive propagation of the plant material in trial.

Already from this first testing period, the Company – at its own discretion - could consider extending the PVR of one or both varieties in non-EU countries, giving prior notice to CREA. The Company shall extend the PVR in the name and on behalf of CREA who is the owner of the PVR. The PVR application and maintenance costs in those territories will be fully paid by the Company and will not be refundable in case the PVR is not granted.

The Company agrees to send to CREA periodical reports describing the development of testing.

At the end of the 5-year testing, the Company shall communicate to CREA their intent to proceed or not to proceed with Phase 2, such as with the exclusive licence for propagation and commercialization of the varieties (*see the following paragraph “PHASE 2”*).

However, the Company could decide to bring forward the start of the exclusive licence for propagation and commercialization even before the deadline of 5 years, giving prior notice to CREA and ending in that way the testing phase and consequently the payment of the related due testing fee.

The Company could interrupt the testing only to proceed with an earlier start of Phase 2); otherwise, the Company shall complete the 5-year testing paying the due yearly testing fee to CREA.

At the end of testing, the Company shall send to CREA a definitive plan of development for the variety/ies of interest that – with the previous approval of CREA – shall form integral part of the Agreement and therefore become binding for the Company.

Otherwise, if at the end of the 5-year testing, the Company communicate not to be interested in acquiring the exclusive rights for propagation and commercialization for the two varieties, the Agreement will terminate immediately, and the varieties will return to CREA's full availability and CREA could decide to grant new licences to third parties.

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

If the Company is only interested in one variety, the Agreement will terminate immediately for the variety of no interest which will return to CREA's full availability as said above, while it will remain valid for the variety of interest. The Company shall destroy all the plants of the variety of no interest.

- **PHASE 2 – EXCLUSIVE LICENCE FOR PROPAGATION AND COMMERCIALIZATION**

If the Company - by the 5-year deadline – intends to acquire the exclusive licence for propagation and commercialization of the two varieties, the Company shall pay the agreed *entry fee* (see point f)). If the Company is interested in acquiring the propagation and commercialization licence only for one of the two varieties, the Company shall pay the *entry fee* only for the variety of interest.

The Company shall also pay a royalty per sold plant equal to 1 € subject to 5% increase every five years. For non-EU countries, the royalty could be subject to renegotiation between the Parties considering the target market case by case.

The further PVR extension in non-EU countries – that shall necessarily precede the start of the activity of propagation and commercialization in those territories – shall be previously communicated officially to CREA and made by the Company in the respect of the deadlines defined by the regulations in force in each country, in the name and on behalf of CREA who is the owner of the PVR. The costs for the PVR application and maintenance in non-EU countries will be at the Company's own expenses.

In order to reach the greatest exploitation of the variety/ies, the Company, beyond their own technical and commercial structure, could grant sublicense or propagation agreements to other companies, giving notice to CREA. The companies that will sign sublicense or propagation agreements will carry out their activity under the Company's responsibility and shall report yearly the amounts of produced and commercialized plants to the Company. The Company will report those amounts to CREA and pay the collected royalties to CREA. The said agreements shall include a specific clause providing for the termination of the agreement contextually to the Agreement signed by CREA and the Company.

The Company shall take care, at its own expenses, of the application for and maintenance of the variety/ies in the National Variety Register and in the National and EU certification system, maintaining the nuclear stock at the competent offices.

The Company agrees to carry out a specific promotional campaign for the variety/ies at its own expenses giving prior notice to CREA.

Unless in case of early termination, the Agreement will take effect as of the date of signature until the expiry date of the Community Plant Variety Rights (CPVR) and/or any further PVR extension in non-EU countries, upon fulfilment of the agreed contractual conditions, especially those related to the definitive plan of development and the respect of the agreed payment terms.

If, following the technical exams, any competent office of one of those territories where the PVR application was made, decides not to grant for any reason the PVR, the Agreement shall terminate exclusively for the not granted PVR.

CREA shall not be held responsible, in any case, for the lack of PVR grant, nor for any further damage the Company may suffer from, following the lack of PVR grant.

All other terms of the agreement could be subject to further negotiation between the Parties.

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

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 and is therefore intended to be 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 CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura, dott. Gianluca Baruzzi/dott.ssa Giulia Faedi Tel. + 39 0543 89566 (int. 6) e-mail address brevettifrutta.frf@crea.gov.it.

Direttore del Centro di ricerca
Dott. Enzo Perri

Approved by Managerial Decision n. 0105141 of the 14/11/2022

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such 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” legally represented by its Special Commissioner, pro-tempore legal representative, exercises the processing of personal data in the exercise of its 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: responsabileprotezionedati@crea.gov.it.

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

Categories of personal data

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

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, previously 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 acquiring an exclusive licence agreement to propagate and commercialize, with prior testing, the cherry selections named “CREA C1” and “CREA C2” and for the 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 licence 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) companies, freelance professional, etc.. delegated by CREA, working in 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;
- 3) Authorities (for example, judicial, administrative, etc..) and the public information system of public administrations;
- 4) Public bodies working inside or outside the European Union.

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

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 PROCESSED 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 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 choosing 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 their duration. 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 responsabileprotezionedati@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 taking into account the supported 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, obtain the 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, and, taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, providing a supplementary statement.

Right of erasure

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

The data subject shall have the right to ask the Controller for 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 applies.

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 subject data shall have the right to lodge a complaint with a Supervisory Authority for the Protection of personal data.

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

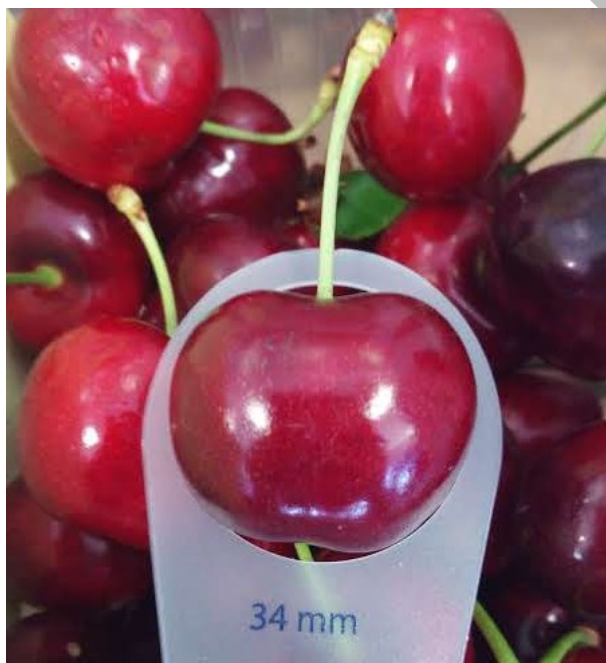


CREA C1

Origin: selected in the frame of the breeding activity carried out by CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura, in the flatlands of Emilia-Romagna area, Italy. Evaluated since 2014 in Vignola area (MO) on trees trained to vase grafted onto vigorous rootstock CAB6P.

Description: Medium-high vigorous tree, spreading growth habit, high and consistent productivity. Early blooming time, the same as - or one day before – Burlat. Average early fruiting start from the 4th year. It bears fruit mainly on spurs, but also on shoots. It ripens in the first ten days of June in Vignola area (+15 days Burlat). Fruit with medium keeping time with picking window of 5-6 days. Uniform ripening. Depressed heart-shaped fruit with large size (80% of fruits with ≥ 30 mm calibre), medium firm and juicy flesh (ripe fruits have average firmness of 59.3 at Durofel), well-balanced taste (17°Brix e 196.3 meq/l). Medium short stalk but easy-to-pick. In rainy years, it showed a medium to medium-low susceptibility to cracking.

Well adapted to those areas with similar weather conditions as the area where it was selected and evaluated.



***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

CREA C2

Origin: selected in the frame of the breeding activity carried out by CREA Centro di ricerca Olivicoltura, Frutticoltura e Agrumicoltura, in the flatlands of Emilia-Romagna area, Italy. Evaluated since 2014 in Vignola area (MO) on on trees trained to vase, grafted onto vigorous rootstock CAB6P.

Description: Medium-vigorous tree with spreading growth habit and consistent productivity. Early blooming time, the same as – or one day before – Burlat. Average early fruiting start from the 4th year. It bears fruit mainly on spurs, but also on shoots. It ripens uniformly in mid-June in Vignola area (+19 days Burlat) and has a medium fruit keeping quality. Depressed heart-shaped fruit with large size (80% of fruits with ≥ 30 mm calibre), medium-firm and juicy flesh (ripe fruits have average firmness 52.0 at Durofel), excellent and well-balanced taste (20°Brix and 155 meq/l). Long stalk, easy-to-pick. In rainy years, it showed a medium-low to low susceptibility to cracking.

Well adapted to those areas with similar weather conditions as the area where it was selected and evaluated.



***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

(Form to be used on the official letterhead of the Company)

EXPRESSION OF INTEREST

FOR ACQUIRING AN EXCLUSIVE LICENCE AGREEMENT FOR PROPAGATION AND COMMERCIALIZATION – WITH PRIOR TESTING – OF THE CHERRY SELECTIONS NAMED “CREA C1” AND “CREA C2”

CREA Centro di ricerca Olivicoltura,
Frutticoltura e Agrumicoltura
via La Canapona, 1 bis
47121 Forlì (FC)
Italy

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)

with this EXPRESSES HIS/HER INTEREST in acquiring an exclusive licence agreement to propagate and commercialize, with prior testing, the cherry selections named “CREA C1” and “CREA C2”.

For this purpose, declares:

- that the Company's **expertise and business in the sector of plant varieties** and, particularly, in the commercial development of new varieties is the following (*report on the Company's expertise and business in the sector of plant varieties and, particularly, in new variety commercial development proving the Company's ability to ensure the largest distribution and exploitation at an international level*);

(use the space you need)
- to accept that this Public Call is not a contractual proposal, and it does not bind in any way CREA or the interested Company to sign the Agreement;
- to acknowledge and accept that the selections are at the moment under evaluation in EU in non-exclusive way, with no right of first refusal nor any other future right;
- to accept that the further agreement will be signed only once CREA has applied for Community Plant Variety Office (CPVR) for the two selections;
- that the economic proposal for acquiring the exclusive licence for propagation and commercialization, with prior testing, of the two varieties, expressed in Euros is the following:

*****This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. *****

-fee for each testing year for both varieties (*minimum 16,000.00 € per testing year as total amount for both varieties*): _____

-*entry fee* for exclusive licence for propagation and commercialization for each variety (*minimum 40,000.00 € per variety*); _____ per each variety;

- that expects to carry out and implement the following **plan of development** for the largest distribution of the two varieties at an international level (*potential plan of development that the Company expects to carry out and implement for the largest distribution of the varieties at an international level, stating also the actions aiming to promote, exploit, protect and control the varieties – this plan could be reconsidered at the end of testing before the start of the licence for propagation and commercialization*):

(use the space you need)

- To accept an initial testing period for a maximum of five years for an agronomic evaluation of the varieties (Phase 1) which will be followed by a further Company's official communication to confirm the Company's will to acquire the exclusive licence for propagation and commercialization (Phase 2) for one or both variety/ies;
- To accept that the Company could interrupt the testing only to bring forward the start of Phase 2: otherwise, the Company shall complete the 5-year testing paying the due annual testing fee to CREA;
- to accept that at the end of the variety testing (Phase 1), before the start of the exclusive licence for propagation and commercialization (Phase 2), the Company shall send a definitive plan of development for the variety/ies of interest that – if accepted by CREA – will form integral part of the Agreement and therefore be binding for the Company;
- to accept the royalty per sold plant being equal to 1 € subject to 5% increase every five years and to further renegotiation between the Parties in non-EU countries, considering the target market case by case;
- to accept the further propagation and commercialization licence in non-EU countries could start only once the Company has extended the PVR (Plant Variety Rights) in those territories, at their own expenses, in the name and behalf of CREA;
- to declare of being available to take care, at the Company's own expenses, of the import procedures of base material, quarantine practices and PVR protection, in the name of CREA, in the non-EU territories where the Company intends to operate;
- to accept to carry out a specific promotional campaign for the varieties at the Company's own expenses giving prior notice to CREA;
- to accept a further delegated subject charged by CREA with the collection of sums due by the licensed Company and with inspections on papers, accounting, fields and storehouse;
- to accept an early termination of the licence agreement in case of failure to respect the plan of development proposed by the Company at the end of the variety testing and being integral part of the Agreement and therefore binding for the Company;
- to accept the conditions stated in the Public Call published on CREA's website www.crea.gov.it named Public Call for expressions of interest for acquiring an exclusive licence agreement for propagation and commercialization – with prior testing – of the two cherry selections named "CREA C1" and "CREA C2";

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

- of not being defaulting in the respect of the terms of the licence agreements made previously with CREA and/or other delegate by CREA, particularly of not being defaulting with the payment of sums 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 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.
- 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.

_____, the _____
(Place) (Date)

(Signature and Stamp)

Please send together with the following signed self-certification declaration a photocopy of the valid ID card of the signing person

*****This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. *****

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, that no kinship nor relationship, by the second degree, exist between the owners, administrators, associates and employees of the Company (name of the contracting party) and the managers and employees of CREA;
- following the art. 6 of the Presidential Decree n. 62/13, that for (name of the contracting party) no employment bonds or professional bonds, 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 null 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 http://www.crea.gov.it/documents/20126/0/Codicecomportamento_Agg_2018.pdf/861e2039-6f80-15a9-5ac8-5f37fb50f1ec?t=155231969_3658 and to commit to observe and make the

***This is an unofficial English language courtesy translation, for the sole reason of convenience, of the original document drawn up in Italian language. In case of discrepancies between the Italian and English text, the Italian text shall prevail. No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness, or correctness of such translation. ***

employees and collaborators of (name of the Company) respect, as far as applicable, the above mentioned Code;

- to have read and understood the Privacy Notice concerning the processing of personal data, following the EU Regulation n. 679/2016 for the protection of data.

_____, the _____
(Place) (Date)

(Signature and Stamp)

Courtesy Translation