

Project acronym	Life Bitmaps
Project full title	Pilot technology for aerobic Biodegradation of spent TMAH Photoresist solution in Semiconductor industries
Project Number	LIFE15 ENV/IT/000332

Action E1	Action E1 "Project management by LFOUNDRY"
Annex - Document title	ANNEX E1_1_Partnership Agreement
Revision no.	2
Document date	15 Dec 2016
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Dissemination level	Confidential
Responsible partner	LFoundry
Contributing partners	LFoundry
Reviewing partners	all partners

Dissemination level		
PU	Public	
PP	Restricted to other programme participants (including the Commission Services)	
RE	Restricted to a group specified by the consortium (including the Commission Services)	
CO	Confidential, only for members of the consortium (including the Commission Services)	X

Revision Chart and History Log		
Version	Date	Comment
1	15/12/2016	Rev 1.0 submitted to partners for internal review
2	12/01/2018	Rev 2.0 Updated the initial template
3	22/05/2020	Rev 3.0 Update with point 15 in the P.A. to include IP and Pilot plant management "After Life"



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Background

LIFE BITMAPS consortium is composed by four partners. The consortium agreement was finally defined by partners during the kick off consortium meeting held in Avezzano (AQ) on 16 Set 2016.



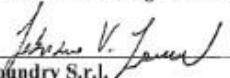
**Figure 1 - LIFE BITMAPS Kick off meeting
Sep. 16 2016 - LFoundry - Avezzano (AQ)**

The Partnership Agreement

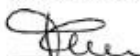
The partnership agreement was originally signed on 3 October 2016 by all partners in relation to the LIFE Project BITMAPS (the “Project”), as described in Grant Agreement LIFE 15 ENV/IT/000332.

Done at Avezzano (AQ) on 3 October 2016

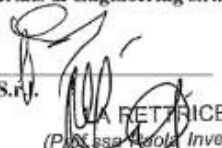
For the coordinating beneficiary


L'Fondry S.r.l.

For the associated beneficiaries


Biomaterials & Engineering s.r.l.

Indeco S.r.l.


LA RETTRICE
(Prof.ssa Paola Inverardi)

Università degli Studi de L'Aquila



ANNEXES:

Figure 2 - LIFE BITMAPS signatures of CA

Withdrawing of Indeco partner

It's important to note that the initial LIFE BITMAPS consortium has been modified in terms of beneficiaries due to the withdrawal of one partner. In details, Indeco S.r.l. left the consortium at the end of January 2017 and BFC Sistemi S.r.l was included as a new partner in the consortium. For this purpose, an amendment was submitted to the attention of EASME in order to formally recognize the new structure of the LIFE BITMAPS consortium.

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The new Agreement

Once gathered the amendment approval, partners worked together to update the initial agreement in order to better define conditions related to the management of IP and pilot plant management after the completion of the project. In particular, the new agreement includes a specific section (point 15) to foresee and define the IP rights among the various partners and the use and final destination of the pilot plant.

Here below the new Partnership Agreement document:



Partnership Agreement

**LIFE project BITMAPS
15ENV/IT/000332**

By and among

LFOUNDRY S.r.l. (hereinafter referred to as the “**coordinating beneficiary**”)
Via Pacinotti n.7 - 67051 Avezzano (AQ) - Italy
represented by Mr. Fabrizio Vittorio Famá - Senior VP HR and Corporate Affairs

and

The following “**associated beneficiaries**”:

BIOMATERIALS & ENGINEERING S.r.l. (hereinafter referred to also as “**BME**”)
P.le Pontieri n.1 - Monteluco di Roio 67100 L’Aquila (AQ) - Italy
represented by Mrs. Valentina Corradini - Administrator

and

B.F.C. Sistemi S.r.l. (hereinafter referred to also as “**BFC**”)
Via del lavoro n.26 - 20874 Busnago (MB) - Italy
represented by Mr. Walter Murru - President

and

UNIVERSITÀ DEGLI STUDI DE L’AQUILA (hereinafter referred to also as “**UNIVAQ**”)
Industrial & Information Engineering and Economy
Palazzo Camponeschi P.zza Santa Margherita n.2 – 67100 L’Aquila (AQ) - Italy
represented by Mr. Edoardo Alesse - Rector

HAVE AGREED

1. Subject

This partnership agreement (hereinafter the “**Agreement**”) is concluded in relation to the LIFE Project BITMAPS (the “**Project**”), as described in Grant Agreement LIFE 15 ENV/IT/000332, signed on 14 June 2016 including all annexed hereto.

The Grant Agreement (and any amendment thereto) signed by the coordinating beneficiary and the European Commission, which includes the Special Conditions, the General Conditions in Annex I to the Grant Agreement (hereinafter referred to as the “**General Conditions**”), the full project proposal and the other annexes, forms an integral part of this Agreement. Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.

The provisions of the Grant Agreement, including the mandate stipulating that the associated beneficiaries give the coordinating beneficiary the mandate to act on their behalf towards the Commission, shall take precedence over any other agreement between the associated beneficiaries and the coordinating beneficiary that may have an effect on the implementation of the above mentioned Grant Agreement between the Coordinating Beneficiary and the European Commission (hereinafter the “**Commission**”).

2. Duration

This Agreement shall enter into force upon latest signature date by the parties (coordinating beneficiary and associated beneficiaries) and will terminate five (5) years after the date of the payment of the balance by the coordinating beneficiary to the associated beneficiaries.

During the above mentioned five (5) years the coordinating beneficiary and any monitoring or auditing body sent by or for the Commission reserve the right to access all the Project documentation.

The underwriting parties are aware that the Project starts on 1st July, 2016 and ends on December 31st, 2018. Only costs incurred in the period 1st July 2016 – 31st December, 2018 can be claimed as eligible.

3. Role and obligations of the coordinating beneficiary

Article II.1.3 of the General Conditions of the Grant Agreement sets out the role and general obligations of the coordinating beneficiary. The modalities for implementing such Article are:

- the coordinating beneficiary shall provide the associated beneficiaries with copies of technical and financial reports submitted to the Commission as well as the Commission's response to these documents. The coordinating beneficiary shall regularly inform the associated beneficiaries about the communication with the Commission concerning the Project;
- in exercising the mandate granted by the associated beneficiary to act on their behalf, the coordinating beneficiary will take into due consideration the interests and concerns of the associated beneficiaries, whom the coordinating beneficiary will consult whenever appropriate and especially prior to requesting any modification of the Grant Agreement;
- the coordinating beneficiary will be the single point of contact for the Commission and shall be the only participant to report directly to the Commission on the technical and financial progress of the Project. The coordinating beneficiary shall therefore provide to the Commission all the necessary reports;
- the coordinating beneficiary takes the role of the project management and monitoring, in compliance with the project proposal;
- the coordinating beneficiary accepts all the provisions of the Agreement with the Commission;
- the coordinating beneficiary, through the mandate annexed to the Grant Agreement, is granted power of attorney by the associated beneficiaries, to act in their name and for their account within the Grant Agreement and its possible subsequent amendments with the Commission;
- by virtue of the mandate signed, the coordinating beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the associated beneficiaries' participation in the Project as specified in the Article 10 of this Agreement.

The payment scheme between the coordinating beneficiary and the associated beneficiaries is:

- First pre-financing payment: upon entry into force of this Agreement, a pre-financing payment of EUR 301.125,90 (three hundred and one thousand, one hundred twentyfive/90 €) equivalent to 30% (thirty percent) of the Commission contribution of a total amount EUR 1.003.753,00 (one million, three thousand, seven hundred fiftythree/00 €) (the "**Commission Contribution**") shall be paid to the coordinating beneficiary.
- Further pre-financing payment: a second pre-financing payment of EUR 401.501,20 (four hundred and one thousand, five hundred and one/20 €) equivalent to 40% (forty percent) of the Commission Contribution shall

be paid to the coordinating beneficiary, subject to having used at least 100% (hundred percent) of the previous pre-financing installment paid.

- Payment of the balance: the balance shall be paid to the coordinating beneficiary subject to the receipt of a certificate on the financial statements and underlying accounts (“**certificate on the financial statements**”) for the Project in accordance with Article II.23.2(d).

4. Role and obligations of the associated beneficiaries

Article II.1.2 of the General Conditions sets out the role and general obligations of the associated beneficiaries that are exclusively the organizations identified as such in the Project and committed to the Project implementation through relevant forms. The associated beneficiaries are directly involved in the technical implementation of Project tasks and activities described within the LIFE BITMAPS proposal approved by the Commission. In more details:

- BME participates in the implementation of the action B1 and it is responsible of the following deliverables: analysis and design specification necessary for the pilot equipment design;
- BFC participates in the implementation of the action B2 and it is responsible of the following deliverables: design and engineering of the pilot equipment;
- UNIVAQ participates in the implementation of the action C1 and it is responsible of the following deliverables: environmental assessment of the project impact.

The associated beneficiaries accept all the provisions of the Grant Agreement with the Commission related to this Project. In particular, they acknowledge that, by virtue of the mandate signed, the coordinating beneficiary alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the associated beneficiaries’ participation in the actions. The financial contribution of the associated beneficiaries and the estimated share of the Commission Contribution will be according to the Grant Agreement and the relevant LIFE Environment and Resource Efficiency - Technical Application Forms (the “**TAF**”) approved by the Commission.

The associated beneficiaries mandate the coordinating beneficiary to take full legal responsibility for the implementation of the Agreement.

The associated beneficiaries shall assist the coordinating beneficiary in fulfilling the coordinating beneficiary’s obligations under the Grant Agreement. In particular, the associated beneficiaries hereby shall provide to the coordinating beneficiary whatever documents or information (technical and financial) may be required, as soon as possible after receiving the request from the coordinating beneficiary; if, for whatever reason, the associated beneficiaries are not willing to provide such copies should be aware that in case documents are not provided on the request from the Commission or auditors that act on their behalf, the related costs will be declared ineligible.

The associated beneficiaries must contribute financially to the Project and shall benefit from the financial contribution from the Commission in the conditions set forth in the Grant Agreement and the TAF.

The associated beneficiaries shall not report directly to the Commission on the technical and financial progress unless explicitly requested to do so by the Commission.

Every three months, the associated beneficiaries shall send the coordinating beneficiary a note presenting the activities carried out during the months in question, any deviation from the work plan must be authorized in advance by the coordinating beneficiary.

Any scientific contribution, dissemination and/or networking activity carried out by each of the associated beneficiaries must be agreed in advance with the coordinating beneficiary.

Further to this, the associated beneficiaries shall:

- inform and/or invite with due notice the coordinating beneficiary to any formal and/or informal meeting taking place among associated beneficiaries;
- inform the coordinating beneficiary about the results of any formal and/or informal meeting among associated beneficiaries.

5. Common obligations for both the coordinating beneficiary and the associated beneficiaries

Article II.1.1 of the General Conditions, sets out common obligations for both the coordinating beneficiary and the associated beneficiaries. The modalities for implementing this article are as follows:

- every three months the associated beneficiaries will send copies of supporting (accounting) documentation (such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs), of scientific contribution, dissemination and/or networking activities and materials to the coordinating beneficiary, in due time and always according to deadlines established by the coordinating beneficiary. The coordinating beneficiary shall retain copies of all supporting documents of the associated beneficiaries;
- the coordinating beneficiary and the associated beneficiaries shall maintain up-to-date books of account, in accordance with the normal accounting conventions imposed by law and existing regulations. For the sake of traceability of expenditure and income, an analytical accounting system (cost centre accounting) shall be put in place. The coordinating beneficiary and the associated beneficiaries shall retain, throughout the Project and for at least five years after the final payment, all appropriate supporting documentation for all expenditure, income and revenue for the Project as reported to the Commission, such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs. This documentation shall be clear, precise and effective and shall be submitted to the Commission when requested. The associated beneficiaries will send copies of supporting (accounting) documentation to the coordinating beneficiary, in due time and always according to deadlines established by the coordinating beneficiary. The coordinating beneficiary shall retain copies of all supporting documents of all the associated beneficiaries;
- the coordinating beneficiary and the associated beneficiaries shall ensure that all invoices include the clear reference of the Project as LIFE 15ENV/IT/000332;
- the coordinating beneficiary and the associated beneficiaries shall ensure that the Commission support is publicized;
- the coordinating beneficiary and the associated beneficiaries shall share among them freely the know-how necessary for implementation of the Project;
- all the beneficiaries will be requested to contribute, both with technical inputs and with financial information to the reporting as stated in the TAF.

6. Project co-financers

No co-financers are foreseen for the Project.

7. Technical activity reports

The associate beneficiaries shall provide any relevant information to the coordinating beneficiary in due time before the submission of reports to the Commission and be available with additional information, should the Commission so request.

The reporting schedule for the Project is as follows:

Type of report	Deadline	Deadline for beneficiaries reporting
Mid-term report	30/09/2017	01/09/2017
Final report	31/03/2019	01/03/2019

The form and contents of the reports shall be in accordance with the Guidelines issued by the Commission. All reports shall contain the necessary informations for the Commission to evaluate the state of implementation of the Project, the respect of the work plan, the financial situation of the Project and whether the project's objectives have been achieved or are still achievable.

8. Financial reporting

The associated beneficiaries are obliged to report costs as specified in the General Conditions and the Grant Agreement.

The deadline for the associated beneficiaries to provide the coordinating beneficiary with the mid-term financial statement is 45 (fortyfive) days before the deadline for submission to the Commission of the mid-term report. Regarding the final statement of expenditure and income, the associated beneficiaries shall provide the coordinating beneficiary with a dated and signed “participant cost statement summary” at least 30 (thirty) days before the deadline for submission to the Commission of the final report.

The procedure to collect the data and to channel them through the coordinating beneficiary regularly is:

- every three months from the project beginning the associated beneficiaries will provide to the coordinating beneficiary by a defined file sharing system a financial statement (using LIFE rules and the most updated LIFE template for the Standard Statement of Expenditure);
- as stated in Article 5 of this Agreement, every three months, the associated beneficiaries will send copies of supporting (accounting) documentation (such as tender documents, invoices, purchase orders, proof of payments, salary slips, time sheets and any other documents used for the calculation and presentation of costs) to the coordinating beneficiary. The supporting documentation shall have to be clear and accurate.

9. Estimated eligible costs and associated beneficiaries' financial contribution to the Project

In accordance with the “declaration of the associated beneficiaries”:

- the associated beneficiary BME will implement actions with an estimated total cost of EUR 152.635,00 of which: EUR 131.450,00 (one hundred thirty and one thousand, four hundred fifty/00 €) as personnel, EUR 8.200,00 (eight thousand, two hundred/00 €) as travel, EUR 9.985,00 (nine thousand, nine hundred eightyfive/00 €) as overheads and EUR 3.000,00 (three hundred/00 €) as others. BME will contribute EUR 61.054,00 (sixty one thousand and fifty four/00 €) to the Project of own financial resources. On the basis of the above amounts, BME will receive from the coordinating beneficiary a maximum amount of EUR 91.581/00 (ninety one thousand five hundred eightyone/00 €) as share of the Commission Contribution;
- the associated beneficiary BFC will implement actions with an estimated total cost of EUR 186.993,00 (one hundred eighty-six thousand, nine hundred ninety-three/00 €) of which: EUR 151.760,00 (one hundred fifty-one thousand, seven hundred sixty/00 €) as personnel, EUR 19.000,00 (nineteen thousand/00 €) as travel, EUR 12.233,00 (twelve thousand two hundred thirty-three/00 €) as overheads and EUR 4.000 (four thousand/00 €) as equipment. BFC will contribute EUR 74.797,00 (seventy-four thousand and seven hundred ninety-seven/00 €) to the Project of own financial resources. On the basis of the above amounts,

BFC will receive from the coordinating beneficiary a maximum amount of EUR 112.196 (one hundred twelve thousand, one hundred ninety-six/00 €) as share of the Commission Contribution;

- the associated beneficiary UNIVAQ will implement actions with an estimated total cost of EUR 307.604 (three hundred seven thousand, six hundred four/00 €) of which: EUR 262.500,00 (two hundred sixtytwo thousand, five hundred/00 €) as personnel, EUR 4.480,00 (four thousand, four hundred eighty/00 €) as travel, EUR 20.114,00 (twenty thousand, one hundred fourteen/00 €) as overheads, EUR 12.510,00 (twelve thousand, five hundred ten/00 €) as consumables and EUR 8.000 (eight thousand/00 €) as others. UNIVAQ will contribute EUR 123.042,00 (one hundred twenty three thousand and forty two/00 €) to the Project of own financial resources. On the basis of the above amounts, UNIVAQ will receive from the coordinating beneficiary a maximum amount of EUR 184.562,00 (one hundred eightyfour thousand, five hundred sistytwo/00 €) as share of the Commission Contribution.

The estimated total costs incurred by the associated beneficiaries will be regularly reviewed during the Project. In Agreement with the coordinating beneficiary (which will take into account the total costs of the Project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the Grant Agreement concerning the budget of the Project.

The final settlement will be based on the Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the Project.

According to Article II.25.3.5 of the General Conditions, in case the Project generates profit, the Commission contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs approved by the Commission.

10. Payment terms

Unless requested otherwise in writing by the associated beneficiaries, the coordinating beneficiary shall make all payments to the following bank account of each the associated beneficiaries:

Associated Beneficiaries	Bank details
BIOMATERIALS & ENGINEERING S.R.L.	
B.F.C. Sistemi S.r.l.	
UNIVERSITÀ DEGLI STUDI DE L'AQUILA	

The payment scheme between the coordinating beneficiary and each of the associated beneficiaries is:

- First pre -financing payment: upon 30 (thirty) days entry into force of this Agreement, unless there is a justified delay, a pre-financing payment equivalent to the 30% (thirty percent) of the Commission Contribution requested from the underwriting associated beneficiaries shall be paid to such associated beneficiary from the coordinating beneficiary.
- Further pre-financing payment: a second pre-financing payment equivalent to the 40% (forty percent) of the Commission Contribution requested from the underwriting associated beneficiaries shall be paid to such associated beneficiary from the coordinating beneficiary, within 30 (thirty) days of the receipt of the funds paid, unless there is a justified delay, and subject to having used at least 100% (hundred percent) of the previous pre-financing instalment paid, and having produced the Mid-term report.
- Payment of the balance: the balance shall be paid to the underwriting associated beneficiaries from the coordinating beneficiary, within 30 (thirty) days after the receipt of the final payment by the Commission, unless, there is a justified delay. In the case that the final contribution by the Commission is reduced

according to final eligible costs approved for that certain associated beneficiaries, the total amount due to such associated beneficiary shall be duly reduced.

The coordinating beneficiary shall ensure that all the appropriate payments are made to the other beneficiaries within 30 (thirty) days of the receipt of the funds paid by the Commission, unless there is a justified delay.

The coordinating beneficiary and the associated beneficiaries agree that all payments are considered as pre-financing payments until the Commission has approved the final technical and financial reports and has transferred the final payment to the coordinating beneficiary.

The coordinating beneficiary shall transfer the share of the final payment to the associated beneficiaries after the Commission has made the final payment.

The coordinating beneficiary may recover any amounts which have been unduly paid to the associated beneficiaries, including unduly paid amounts identified as such during an ex-post audit by the Commission.

Banking and transaction costs related to the handling of any financial resources from the Commission regarding the Project will be shared among the partners.

All fees incurred in connection with bank transfers for the distribution of Project funds to the associated beneficiaries shall be paid by each of the associated beneficiaries concerned.

11. Termination of partnership agreement

This Agreement will have an anticipated termination in case the associated beneficiaries:

- for no valid technical or economic reasons, fail to fulfill a substantial obligation incumbent on such associated beneficiaries under the terms of the Grant Agreement;
- are affected by force majeure events and/or are in the need to suspend its actions as result of exceptional circumstances;
- are declared in bankrupt and/or are the object of similar proceedings;
- deliberately made false and/or incomplete statements to obtain the financial contribution by the Community;
- have intentionally or by negligence, committed a substantial irregularity in performing the agreement, which causes or might cause a loss to the budget;
- commit fraud, corruption or any other illegal activity, to the detriment of the Community's financial interests;
- are found guilty of an offence involving their professional conduct by a judgment having the force of *res judicata* or are guilty of grave professional misconduct proven by any justified means;
- fail, implying the Project will not achieve their objectives;
- are responsible for substantial irregularities in the development of the Project.

In the above mentioned cases, the coordinating beneficiary together with the other associated beneficiaries will study a consensus solution to overcome the difficulties. The coordinating beneficiary will inform the Commission about the situation and the proposed consensus solution, and will abide and follow the Commission instructions and/or decisions.

In duly justified cases, the participation of any one beneficiary in the Grant Agreement may be terminated by the coordinating beneficiary, acting on request of that beneficiary. When notifying such termination to the Commission, the coordinating beneficiary shall include the reasons for the termination of the participation, the opinion of the beneficiary the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that

terminating beneficiary or, where applicable, to the appointment of one or more replacing associated beneficiaries which shall succeed that beneficiary in all their rights and obligations under the Grant Agreement.

12. Jurisdiction clause

Failing amicable settlement, the Court of Avezzano shall have sole competence to rule on any dispute between the contracting parties in respect of this Agreement.

The law applicable to this Agreement shall be the law of Italy.

13. Intellectual and Industrial Property Rights

With reference to Article II.8 of the Grant Agreement, in the event the beneficiaries have carried out work generating intellectual property results (the “**IP Results**”), such beneficiaries must agree in writing on the allocation and terms of exercise such IP Results (the “**IP ownership agreement**”).

14. Miscellaneous

Each of the beneficiaries acknowledges that it shall abide and be bound by the Grant Agreement. In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail. In case of conflicts between any attachments and the core text of this Agreement, the latter shall prevail.

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the beneficiaries concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

15. Appendix - Agreement between the consortium members of the LIFE BITMAPs project on how to manage intellectual property and the pilot plant at the end of the project.

Given that:

- The pilot plant and all its parts are owned by LFoundry having the latter, within the project, paid the expense relating to the purchase of the individual units that compose it, provided the spaces, at its own plant production in Avezzano, for its all works related to its installation.
- The process developed through the BITMAPs project was patented by the SWE (Smart Waste Engineering S.r.l.) company which is a spin-off of the University of L'Aquila and researchers from companies such as BME s.r.l. and BFC s.r.l. since the latter companies are beneficiaries of the BITMAPS project, jointly with the University of L'Aquila.

Members agree as follows:

- a) In the case of the construction of an industrial-size plant, at its own Avezzano site, aimed at using the processes developed within the BITMAPs project, LFoundry commits itself to involve in the design and construction of the plant, within of their respective skills, the owners of the patent. These, in the face of this involvement, will grant LFoundry a perpetual and free of charges license to use the patented technology.

The aforementioned reciprocal commitments do not exclude the right of LFoundry to also involve additional subjects (natural and / or legal persons) that may be necessary for the construction of the aforementioned industrial plant.

b) The pilot plant will remain in its current location and configuration two years long from the completion date of the BITMAPs project. During this period, the plant, having experimental nature exclusively, will be dedicated to research and experimentation activities that can be activated after the authorization of LFoundry, and performed respectively:

- from LFoundry;
- by members of the BITMAPs consortium upon agreement between them.

c) The pilot plant may be removed from the area where it is currently installed prior to what is described in the previous point in the following cases, of which occurrence will be communicated to the consortium members:

- LFoundry notifies the consortium members that it wants to start the executive phase of the project for the construction of the industrial-sized plant, according to the procedures established in point a)
- one of the consortium members exercise their pre-emption right to purchase the pilot
- sale to an entity outside the consortium; in this case LFoundry undertakes to communicate the name of the buyer to the owners of the patent, as in the whereas, in order to allow them to ask for the royalties payment.
- for LFoundry needs

d) After the two years referred to in point b), in the case of the construction of an industrial-size plant, LFoundry will have exclusive power to choose between the following options for pilot use and / or the fate of the pilot plant:

1 REMOVAL of the system by LFoundry if it decides to discard it;

2 WITHDRAWAL of parts from the pilot in order to be reused by the consortium members;

3 USE of the plant for research and experimentation by the consortium members. The regulation of these activities will be the subject of a dedicated agreement between the consortium members or, in any case, between the subjects involved.

In case of sale to third parties associated to hypothesis #1, BFC, BME and UNIVAQ will have the pre-emption right for the purchase of the system at a price to be agreed with LFoundry. However, the sale of the plant will be allowed only after 5 years from the final date (September 30th 2020) of BITMAPs project. The amount from the sale will be divided among the consortium members, according to the percentages of competence of each partner, in relation to the total sum financed by the EASME agency for the funded project in question:

LFoundry 53%

BME 8%

BFC 22%

UNIVAQ 17%

In hypothesis 2, LFoundry will have the right to choose any parts of the plant for their reuse as a priority, while BFC will have the pre-emption right on any part or unit of plant that is not of interest to LFoundry.

In hypothesis 3, the consortium members will have to agree, within the two years referred to in point b), the final use, the final location and the operating methods of the pilot plant or parts of it, for research and experimentation.



Done at Avezzano (AQ) on 10 March 2020

For the coordinating beneficiary

LFoundry S.r.l.

For the associated beneficiaries

Biomaterials & Engineering s.r.l.

B.F.C. Sistemi S.r.l.

Università degli Studi de L'Aquila