



MATERIAL TRANSFER AGREEMENT

PREAMBLE

IFAPA (Provider) is an autonomous body with legal personality and its own assets, attached to the Regional Ministry of Agriculture and Fisheries with the objectives of contributing to the modernisation of the agricultural, fisheries and food sectors in Andalusia and to improve their competitiveness through research, innovation, technology transfer and the training of farmers, fishermen, technicians and workers in these sectors; by the means of its research group coordinated by Angjelina Belaj has knowledge and expertise on olive germplasm and own one of worldwide germplasm collection of olive.

The Institute of Sustainable Plant Protection of the National Research Council of Italy (Recipient), an Italian public organization carrying out, promoting, spreading, transferring and improving research activities in the main sectors of knowledge growth and of its applications for the scientific, technological, economic and social development of the Country; by the means of the research group coordinated by Dr. Maria Saponari, has knowledge and expertise on *Xylella fastidiosa*.

Recipient and Provider have been partner of the EU project XF-ACTORS (727987) (2016-2021) and in the framework of this project they have signed a MTA to transfer from the Provider to the Recipient plants of olive cultivars to be tested for *Xylella fastidiosa*.

Recipient and Provider are currently partner of the EU research project BeXyl (GA 101060593, hereinafter referred to as "the Project"); therefore, this Agreement is entered into the framework of the Project for conducting the experimental activities foreseen in Workpackage 4 - Task 4.1. Large-scale testing of main perennial crops for identifying plant resistance to *Xf*, as such the Material listed in Annex 1 will exclusively be used for experimental purposes and no commercial uses are foreseen.

ARTICLE 1 — PARTIES TO THE AGREEMENT

The present Material Transfer Agreement (hereinafter referred to as "this Agreement") is:

BETWEEN: **D.**^a **Marta Bosquet Aznar**, presidenta del Instituto Andaluz de Investigación y Formación Agraria, Pesquera, Alimentaria y de la Producción Ecológica (en adelante IFAPA), Agencia Administrativa adscrita a la Consejería de Agricultura, Pesca, Agua y Desarrollo Rural, en virtud del artículo 2.2.b) del Decreto 157/2022, de 9 de agosto, por el que se establece su estructura orgánica, nombrada por Decreto 535/2022, de 25 de octubre, en ejercicio de las competencias que le confieren los artículos 5-1° y 8-1°, de la Ley 1/2003, de 10 de abril, de creación de IFAPA, y los artículos 1.2 y 10,apartados a) y h) del Anexo al Decreto 359/2003, de 22 de diciembre, por el que se aprueban sus Estatutos, con NIF Q4100689A, con sede en Avda. Grecia, s/n, planta 1^a, Edificio Administrativo «Los Bermejales», 41012 Sevilla.

<u>Contact details if required:</u> Contact: Head of International Projects and Tech Transfer Address: IFAPA SS.CC. Avda. De Grecia s/n. Edif, Adm. Los Bermejales 1ª Planta Phone number: 699892596 E-mail: franciscoj.rabasco@juntadeandalucia.es/otri.ifapa@juntadeandalucia.es)

(hereinafter referred to as "the Provider"),

AND: **Dr. Francesco Di Serio**, Legal Representative and Director of the Institute for Sustainable Plant Protection – National Research Council (IPSP-CNR) located in Turin (Italy) - Strada delle Cacce 73

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<u>Contact details if required:</u> Contact: Scientific Responsible Dr. Maria Saponari Address: IPSP-CNR, Unit of Bari, Via Amendola, 122/D E-mail: maria.saponari@cnr.it

(hereinafter referred to as "the Recipient").

The parties to this Agreement hereby agree as follows:

ARTICLE 2 — DEFINITIONS

In this Agreement the expressions set out below shall have the following meaning:

"*Material*" means any **genetic material** of plant origin of actual or potential value for food and agriculture, as listed in Annex 1.

"Confidential Information" means any information provided by the Parties in the execution of the Agreement and that is marked as Confidential, except for information that:

- was previously known to Recipient or that is or becomes publicly available through no fault of Recipient or
- which is lawfully disclosed to Recipient without a confidentiality obligation or
- that is independently developed by Recipient without the benefit of any disclosure by Provider.

ARTICLE 3 - SUBJECT MATTER OF THE MATERIAL TRANSFER AGREEMENT

The plant genetic resources specified in *Annex 1* to **this Agreement** (hereinafter referred to as the "**Material**") and the available related information even included related Confidential Information, are transferred from the **Provider** to the **Recipient** subject to the terms and conditions set out in **this Agreement**.

ARTICLE 4 — RIGHTS AND OBLIGATIONS OF THE PROVIDER and RECIPIENT

The **Provider** undertakes that the **Material** is transferred exclusively for scientific purposes according to the objectives set out in the Workpackage 4 – Task 4.1, specifically to expose the Material to natural and artificial inoculation with the bacterium Xylella fastidiosa subsp. pauca. The Material supplied shall comply with the terms of the Letter of Introduction Authorisation IT0285243/2024 of the Servizio Fitosanitario Nazionale Italia, as well as, subject to applicable legislation, any other available non-confidential descriptive information;

Recipient shall inform and get approval from the Provider for any additional experimental research to be performed using the same Material not foreseen in the Project BeXyl.

The **Recipient** shall not claim any intellectual property or other rights that limit the facilitated access to the **Material** provided under **this Agreement**, or its genetic parts or components.

In the case that the **Recipient needs to** transfers the **Material** supplied under **this Agreement** to another person or entity (hereinafter referred to as "the **subsequent recipient**"), the **Recipient** shall inform and get written notice from the Provider.

The **Recipient** shall make available to the **Provider** all non-confidential information that results from research and development carried out on the **Material**.

If the **Recipient** obtains intellectual property rights on any **Products** or any other result developed during the research activity performed under the Project from the **Material** or its components, the properties and the

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management of such Products or results will follow the provisions of the Intellectual Properties Rights as established in art. 8 of the Consortium Agreement of the Bexyl Project.

ARTICLE 5 — DISPUTE SETTLEMENT

Dispute settlement may be initiated by the Provider or the Recipient

Any dispute arising from this Agreement shall be resolved in the following manner:

- a) Amicable dispute settlement: The parties shall attempt in good faith to resolve the dispute by negotiation.
- b) Mediation: If the dispute is not resolved by negotiation, the parties may choose mediation through a neutral third party mediator, to be mutually agreed.
- c) Arbitration: If the dispute has not been settled by negotiation or mediation, any party may submit the dispute for arbitration under the Arbitration Rules of an international body as agreed by the parties to the dispute. Failing such agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. Either party to the dispute may, if it so chooses, appoint its arbitrator from such list of experts as the Governing Body may establish for this purpose; both parties, or the arbitrators appointed by them, may agree to appoint a sole arbitrator, or presiding arbitrator as the case may be, from such list of experts. The result of such arbitration shall be binding.

ARTICLE 6 — ADDITIONAL ITEMS

<u>Warranty</u>

The **Provider** makes no warranties as to the safety of or title to the **Material**, nor as to the accuracy or correctness of any passport or other data provided with the **Material**. Neither does it make any warranties as to the quality, viability, or purity (genetic or mechanical) of the **Material** being furnished. The phytosanitary condition of the Material is warranted only as described in the attached Letter of Introduction Authorisation IT0285243/2024 signed by the Director of the Servizio Fitosanitario Centrale, produzioni vegetali di Italia, in accordance with the provisions of COMMISSION DELEGATED REGULATION (EU) 2019/829 of 14 March 2019 supplementing Regulation (EU) 2016/2031 of the European Parliament and of the Council on protective measures against pests of plants by measures to protect against pests of plants by authorising Member States to provide for temporary derogations for the temporary derogations for the carrying out of official analyses, for scientific or educational purposes, trials, variety selection or improvement.

The **Recipient** assumes full responsibility for complying with the recipient nation's quarantine and biosafety regulations and rules as to import or release of **genetic material**.

No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized authority to execute this Agreement.

Duration of Agreement

This Agreement shall become effective upon the latest date of signing and shall remain in force for 5 years ARTICLE 10 - SIGNATURE/ACCEPTANCE

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<u>Signature</u>[⊠]

I, **Marta Bosquet Aznar**, represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Provider** and acknowledge my institution' s responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

Electronically signed:. Name of the **Provider** Marta Bosquet Aznar

I, **Francesco Di Serio**, represent and warrant that I have the authority to execute **this Agreement** on behalf of the **Recipient** and acknowledge my institution' s responsibility and obligation to abide by the provisions of **this Agreement**, both by letter and in principle, in order to promote the conservation and sustainable use of **Plant Genetic Resources for Food and Agriculture**.

Electronically signed: Name of the **Recipient** Francesco Di Serio

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Annex 1

LIST OF MATERIALS PROVIDED

This *Annex* contains a list of the **Material** provided under **this Agreement**, all the plants are Olea Europaea according to the list below

The following information is included for each **Material** listed: Letter of Introduction Authorisation IT0285243/2024 signed by the Director of the Servizio Fitosanitario Centrale, produzioni vegetali di Italia

UROPEAN UNION	LETTER OF AUTHORITY			
issued pursuant Commission delegated re derogations in view of official testing, sc	Letter of Authority gulation (EU) 2019/829 authorising Member States to provide temporary ientific or educational purposes, trials, varietal selections, or breeding			
National refe	rences IT0285243/2024 n. 01/01			
 Name, address email address and phone number of the consignor of the Member State of origin 	Dott. Angjelina Belaj - <u>angjelina.belaj@juntadeandalucia.es</u> Phone +34957016000/+34671532703 IFAPA, Centro "Alameda del obispo" s/n. C.P 1408 Córdoba.Spain			
 Name of the responsible body of the Member Stat of issue 	e Servizio fitosanitario nazionale Italia			
 Name, address, email address and phone number of the person responsible for the specified activities 	f Maria Saponari <u>maria.saponari@cnr.it</u> -phone +390805443068 CNR-IPSP - Bari (Italy)			
 Name and address of the confinement facility 	Università degli Studi di Bari - Dipartimento di Scienze del Suolo, della Pianta e degli Alimenti Via Amendola, 165/a - 70126 Bari - Italy			
5 Scientific name when appropriate, or name of th specified material, including scientific name of th specified pest concerned				
6. Quantity of specified material	n. 780 plants in pots			
7. Type of specified material	Plants for tests and selection Project (Horizon Europe BeXyl)			
 Packaging and movement conditions* 	Specify one of the following conditions: 8.1. delivery company 8.2. flight 8.3 other			
9. Additional information	This specified material is moved within the Union territory under Regulation (EU) 2019/829			
10. Multiple sendings: NO	If yes: Date of issuance: Reference number of the sending: Number of sendings and quantity per sending of specified material:			
11. Final use	Destruction/collection or storage*			
material. Place of endorsement: Date: 22/61/325	he Member Stati 13. Signature and stamp, or electronic stamp and electronic signature of the Competent Authority Place of issue: Roma Date of issuance: 8 th November 2024 Expiration date: 7 th November 2025 Name and signature of the authorised officer: Il Direttore Bruno Caio Faraglia			
12:59:02 GMT+01:00				
14. IMSOC reference				

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List of the Material provided under this Agreement

REG	Cultivar	Origin	Totalplant	Pend_sent
1100	Aggezi Shami	EGY	64	30
1738	Aggizi Aske	EGY	80	30
1846	Aglandau	FRA	43	30
726	Azapa	CHL	61	30
733	Buga	HRV	79	30
220	Chalkidikis	GRC	45	30
1871	Chemlali Sfax	TUN	29	29
124	Cobrançosa	PRT	56	30
131	Cordovil de Serpa	PRT	105	30
10	Cornicabra	ESP	41	30
734	Crnica	HRV	58	30
94	Domat	TUR	54	30
92	Gemlik	TUR	14	14
1118	Jabali	SYR	50	30
1171	Kalinjot	ALB	60	30
848	Kato Drys	CYP	95	30
430	Manzanilla cacereña	ESP	33	30
990	Mawi	SYR	88	30
1079	Mixani	ALB	82	30
158	Nabali Muhassan (Rasei)	JOR	122	30
706	Oblica	HRV	73	30
1844	Oliviere	FRA	31	30
114	Oueslati	TUN	88	30
1139	Rowghani	IRN	99	30
1165	Souri or Sorani	SYR	47	30
1140	Zard	IRN	59	30

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