

STATEMENT OF ACCEPTANCE

TERMS OF FUNDING

The undersigned Mr/Mrs _____ born on _____ in _____ citizen of _____ resident of _____ (the “Researcher”); and _____, in person of Mr./Mrs. _____, with registered office in _____ (the “University”)

STATE THAT

A) The Researcher is willing to apply for a fellowship issued by the Foundation Oronzio e Niccolò De Nora and Industrie De Nora S.p.A., which was addressed to students and graduates for the award of a funding in the amount of Euro 48,000.

B) The applications by candidates are conditioned to the presentation of a statement by a research entity/university who would host the research, indicating a professor who would supervise the project, if awarded, as well as to the presentation of a statement by which the University and the Researcher accept the terms of funding, if awarded to them.

C) The University has confirmed its availability to host the research and designate a supervising professor.

In consideration of these premises, the undersigned hereby

ACCEPT

irrevocably and unconditionally the terms of funding attached herewith, which are initialized on each page.

The undersigned agree that

Place: _____

Place: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

TERMS OF FUNDING
RESEARCH PROJECT
FONDAZIONE DENORA/INDUSTRIE DE NORA

Dear Sirs,

please find below the terms and conditions which will govern the Research Agreement (this “Agreement”) with **Fondazione Oronzio e Niccolò De Nora**, a non-profit organization established under the laws of Italy, with registered office in Milan, Via Bistolfi n. 35, hereby represented by Mr. Federico De Nora (the “Foundation”); and **Industrie De Nora S.p.A.**, a company organized and existing under the laws of Italy, with registered office in Milan, Via Bistolfi n. 35, hereby represented by Mr. Christian Urgeghe (“IDN”).

In this Agreement, the terms “University” and “Researcher” shall mean the signatories of the statement accompanying this Agreement.

The funding will be governed by the rules set out in Section I (General Terms), Section II (Special Terms applicable to IDN, the University and the Researcher), Section III (Special Terms applicable to the Foundation, the University and the Researcher).

SECTION I
General Terms

The general terms set out in this Section I shall apply to the Foundation, IDN, the University and the Researcher.

1. The funding set out in the recitals is awarded to the Researcher for the research project better identified in the letter of award (“Letter”), in order to achieve the results and objective also described in the Letter.
2. The funding issued by the Foundation and IDN (and by each of them in accordance with this Agreement) shall be paid to the University along the terms hereunder and the research shall be conducted at the laboratories and premises of the University. If the University and the Researcher will enter into any ancillary agreement for the execution of the research, as required by mandatory laws or regulations applicable to the University and the Researcher in their respective countries (each of them, an “Ancillary Agreement”), the Ancillary Agreement shall be in substantial compliance with the terms and conditions stipulated in this Agreement. Under any Ancillary Agreement, the University shall allocate the funds paid by IDN and the Foundation to cover: (i) the general costs and administrative expenses reasonably incurred by the University for the research; and (ii) the remuneration of the Researcher. A copy of any Ancillary Agreement shall be submitted to the Foundation and IDN, who shall be entitled to confirm and/or reject the consistency of such Ancillary Agreement with the terms and conditions hereunder. In case of rejection, the University and the Researcher shall be obligated to amend such Ancillary Agreement along the reasonable indications and instructions issued by the tax and/or legal advisers of the Foundation and IDN.
3. The research project shall be conducted by the Researcher under the supervision of a professor of the University, who shall be responsible for ensuring the compliance of any activity made hereunder with the terms and conditions of this Agreement. The responsible for the research on the part of the Foundation and IDN shall be Mr. Christian Urgeghe.

4. The University shall be responsible under Article 1381 of the Italian Civil Code to ensure that the Researcher will conduct and complete the research in compliance with the terms and conditions of this Agreement.

5. The University undertakes to submit periodically to the Foundation and to IDN a written report covering the progresses of the research, within the terms set forth in the tender for fellowship and, in any case, on a quarterly basis. The University shall also inform in writing IDN about any Results (as defined hereunder), as soon as they are achieved, irrespective of the fact that such Results are related with the final completion of the research or related with any intermediate stage thereof.

6. By the end of the research and/or in any other case of earlier termination of the research, in addition to any obligation set forth in the tender for fellowship, the University shall deliver to IDN and the Foundation a final written report describing the research, as well as all related experiments, studies, analyses, activities and Results (if achieved), including also any related comments and conclusions by the Researcher. Such final report shall be prepared in the English language and shall be properly substantiated by appropriate supporting documents, in accordance with the reasonable request of the Foundation and/or IDN.

7. Upon completion of the research, the University shall submit to IDN and to the Foundation the detail of any costs and expenses associated with the research and incurred by the University, as well as the remuneration paid by the University to the Researcher for the research. The University shall in any case deliver to IDN any additional information and/or documentation which may be reasonably required by IDN for tax purposes of IDN as in force from time to time.

8. This Agreement shall be effective as of the date of execution by all parties and until the date set forth in the Letter and by said date it will be automatically terminated and deprived of any further effect, unless otherwise set forth hereunder. Within such date, the research shall be completed, and all reports and information above shall be rendered to IDN and the Foundation, except if any extension of time will be agreed in writing by the parties.

9. This Agreement is governed by the laws of Italy. In case of any dispute regarding its validity, execution or termination, the parties shall attempt to settle such dispute in an amicable manner. If the parties will not be capable to achieve such amicable settlement, any controversy regarding the validity, interpretation, execution or termination of this Agreement shall be exclusively submitted to the exclusive jurisdiction of the Court of Milan.

10. Any change or amendment of this Agreement shall be effective only if made in writing and signed by all parties.

SECTION II

Special Terms applicable to IDN, the University and the Researcher

The special terms set out in this Section II shall apply only to the relationship between the University and IDN and they will not apply to the relationship between the Foundation and the University and/or IDN and/or the Researcher.

1. For the term of this Agreement, the University and the Researcher shall inform IDN in writing before accepting to conduct, on their own interest or in the interest of any third party, directly or indirectly: (i) any research having the same content and/or the same objectives of the research

described in Par. 1, Section I above; and/or (ii) any other activity in competition with the activities of IDN. Upon receipt of such information in writing, the parties shall discuss in good faith any appropriate settlement of any possible issue which may arise from a) and/or b) above.

2. All technological developments and/or new information or inventions that can be achieved during the research, whether patentable or not (jointly referred hereunder as the “Results”) shall be analyzed jointly by IDN, the University and the Researcher in order to agree on the proper allocation of any intellectual property rights which may be attained for such Results, if any.

3. The University shall keep IDN harmless and indemnified against any claim, at any title whatsoever, which may be raised by the Researcher and/or by any third party against IDN in connection with the research and/or the Results.

4. The University and the Researcher acknowledges and agrees that the conduct of the research in any manner, other than as set out in this Agreement and unless previously agreed in writing by IDN), will entitle IDN to claim damages incurred by IDN, including but not limited to damages to IDN’s image and reputation.

5. The University and the Researcher undertake to keep strictly confidential any information related with the research and its progress, the project, any intermediate results, any methodologies, all data and/or knowledges expedient for the completion of the research, as may be contained in, or documented by, any support whatsoever (“Confidential Information”). The University shall deliver to IDN, upon written request of IDN, the list of any person involved in the research who had, or may have, access to the Confidential Information. Each of the University and the Researcher agrees that the Confidential Information is and/or shall remain the exclusive property of IDN and each of them undertakes: (i) to use the Confidential Information only for carrying out the research as described in this Agreement; and (ii) not to disclose the Confidential Information to any third party, in any form; and (iii) to keep and store the Confidential Information under the strictest confidentiality; and (iv) to restrict the access to such Confidential Information only to the persons involved in the research.

6. If the disclosure of any Confidential Information is requested court of competent jurisdiction or other lawful governmental agency, the University and the Researcher shall promptly inform in writing IDN about such request, in order to allow IDN to assume any necessary action that is legally permitted for the protection of the confidentiality of such Information.

7. The confidentiality obligations above shall not apply to those portions of the Confidential Information which:

- a) are or become generally publicly available through no act or failure to act by the receiving party; or
- b) were known to the receiving party prior to disclosure, in force of evidence confirming such legitimate knowledge; or
- c) for which the receiving party did obtain the prior written consent to disclosure by the disclosing party.

8. The confidentiality obligations above shall be effective for the term of this Agreement and a period of three (3) years thereafter.

9. The University shall have the right to publish in full or in part the research or the Results, upon the previous written consent of IDN. To such extent, the University shall submit to IDN a confidential draft of the proposed publication and its request for the issuance of IDN’s consent. IDN shall have the right to respond within ten (10) days following receipt of the draft publication and to communicate

to the University if any information having confidential and/or strategic relevance shall be cancelled from the publication. Should IDN fail to respond to the University within the said ten days period, such failure shall be regarded as a definitive rejection of IDN's consent and the University shall not proceed with the proposed use and/or publication.

10. Pursuant to Section 1456 of the Italian Civil Code, notwithstanding any different or contrary provision set forth by the governing law of this Agreement, IDN shall have the right to terminate forthwith this Agreement at any time by registered letter upon the failure by the University and/or by the Researcher to comply with one or more of the following provisions: Parr. 5, 6 and/or 7 of Section I; Parr. 3 and/or 5 of Section II. In case of termination by IDN under this Par. 10, the University shall immediately reimburse to IDN the amount of funding paid by IDN, without prejudice to the right of IDN to claim any additional damages which may have been suffered by IDN in consequence of the failure committed by the University and/or the Researcher.

11. IDN shall pay to the University a portion of the funding equal to Euro 5,000 including VAT (if applicable), which shall be transferred through bank wire to the current account of the University, within seven (7) business days following the execution of this Agreement.

12. Upon receipt of such funding, the University shall issue to IDN the proper receipt in compliance with applicable tax rules.

13. The Researcher and the University acknowledges that IDN has adopted and implemented an Organizational, Management and Control Model pursuant to the Italian Legislative Decree 231/2001, with the related Code of Ethics, which it declares to have read from the company website, [Internal Controls' System | De Nora](#), and understood. The University and the Researcher adhere to the principles of the aforementioned Organizational, Management and Control Model as well as its attachments and undertakes to respect their contents, principles, and procedures and, in general, to refrain from any behavior that could constitute the offenses indicated in the Italian Legislative Decree 231/2001 and its subsequent amendments and additions. The violation of the rules provided by the aforementioned documents will represent a serious breach of the Agreement, as a result of which IDN may terminate this Agreement in accordance with Article 1456 of the Italian Civil Code. In case of termination by IDN, the University and/or the Researcher shall immediately reimburse to IDN the amount of funding paid by IDN, without prejudice to the right of IDN to claim any additional damages that may have been suffered by IDN in consequence of the failure committed by the University and/or the Researcher.

SECTION III

Special Terms applicable to the Foundation, the University and the Researcher

The special terms set out in this Section III shall apply only to the relationship between the Foundation, the University and the Researcher and they will not apply to the relationship between the IDN, the University and the Researcher and/or the relationship between the Foundation and IDN.

1. The Foundation shall pay to the University a portion of the funding equal to Euro 43,000 out of which Euro 28,000 will be paid within seven (7) business days following the execution of this Agreement and the remaining Euro 15,000 upon submission of the first and the second written quarterly report per Par. I, art. 5 above. Payment shall be made through bank wire to the current account of the University.

2. Upon receipt of such fundings, the University shall issue to the Foundation the proper receipt in compliance with applicable tax rules.