

Imposta di bollo assolta in modo virtuale
Autorizzazione dell'Agenzia delle Entrate
Ufficio di Ferrara n.23.29.6/09.....

Rep. UNIFE n. 489/2013
Prot. n. 6213 del 18-03-2013

Research Scholarship Agreement

Entered into

Between

GE Global Research,

A registered branch of General Electric Deutschland Holding GmbH,
Freisinger Landstraße 50,
85748 Garching near Munich,
Represented by its Director

- hereinafter referred to as "GE" -

And

University of Ferrara

Via Savonarola, 9 – 44121 Ferrara,
Represented by its Chancellor,

- hereinafter referred to as the "University" -

Recitals

GE and the University are determined to establish a close cooperation to the advantage of the next generation of scientists within the scope of a research project at a high scientific level focussing on practical application, and to promote young academic talents. For those reasons, GE intends to support research activities at the University in accordance with the following Agreement:

1. Subject matter of the Agreement

Subject matter of this Agreement is the implementation of a research project defined specifically as to its scope in the Annex of this Agreement.

2. Implementation of the Agreement

A steering committee will be responsible for monitoring the development of the cooperation. The steering committee will consist of one representative appointed by the University and another representative appointed by GE.

2.1 Personnel

- 2.1.1 The University will entrust scientific assistants and qualified personnel, as well as doctoral candidates, graduands and particularly qualified students with implementing the research projects.
- 2.1.2 GE and the University will each appoint one responsible project manager.
- 2.1.3 The amount of the Research Scholarship Agreement will be used to fund the contract of a Research Fellow, selected in accordance with the current Italian legislation.

2.2 Meetings

The respective responsible project managers and any other persons, if any, involved in the implementation of the research project shall meet annually on the basis of mutual arrangements such as by telephone or e-mail.

2.3 Reports

- 2.3.1 Following the end of the research project or the end of a completed phase (project stage), the University will record the work results within a reasonable period of time in a written form of PhD Chapters of the final PhD containing the complete documentation and the work results.
- 2.3.2 The reports must be sufficiently detailed to provide GE with sufficient insight into the concept, structure and implementation of the work and to enable GE to understand the findings and recommendations made.

3. Services provided by GE

- 3.1 Within the scope of the research project, GE will provide services to the University; the nature, scope and terms of payment of those services will be defined in the Annex to this Agreement. The services will mainly consist in the provision of financial funds, but they may also include other support or assistance, as the case may be.
- 3.2 Any expenses relating to travels undertaken by employees of the University after a prior agreement with GE will be reimbursed by GE on the basis of the Bavarian State Law on Travel Expenses, as amended from time to time.
- 3.3 The contract is only valid once the entire amount of the Research Scholarship Agreement (i.e. 50 kEuros) has been paid as well as when the Agreement is signed by both Parties.
- 3.4 The University is responsible for taxes, if any, payable on the services obtained by the University from GE on the basis of this Agreement. If the University is obliged to pay turnover tax on the services, then GE will additionally reimburse the amounts required in this respect.
- 3.5 The rules concerning consideration according to section 6 hereof shall remain unaffected.

4. Confidentiality and publications

- 4.1 The parties to this Agreement may mutually exchange information in order to assure a free exchange of ideas. Towards third parties, each party shall treat confidential all and any confidential information of the other party of which it becomes aware on the basis of this Agreement, in particular any knowledge, documents, programmes, assignments and business transactions. The disclosing party will only transmit any such information considered as confidential by it in writing and label it accordingly, or summarise any information transmitted orally in a written document within a period of 30 days and identify it as confidential. Any such information shall only be used for performing the obligations under, and for exercising the rights resulting from, this Agreement. Confidential information may only be disclosed to scientific assistants and qualified personnel as well as doctoral candidates, graduands and particularly qualified students who need such information to fulfil their tasks and which are also committed to confidentiality. The receiving party shall treat the confidential information with the same care as its own information of the same nature, but at least with the level of care being adequate with regard to such information. Each party may reject the acceptance of any confidential information which it deems unnecessary for the fulfilment of this Agreement. Any direct or indirect affiliates of General Electric Company (USA) within the meaning of sections 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*) shall not be deemed a third party within the meaning of this section 4.

The obligations resulting from the present clause shall expire after a period of five years from the end of the Agreement. Longer periods may be determined in individual cases by the disclosing party when it transmits the information. The receiving party is free to accept such information.

- 4.2 The confidentiality obligations shall not exist if and to the extent the relevant information
- is in the public domain, or
 - comes into the public domain other than through a fault of the party concerned, or
 - was or is lawfully obtained by a third party, or

- was already in the possession of the party concerned prior to its receipt, or
- has been independently developed by the party concerned within the scope of its own activities without any relation to this Agreement, or
- if a party to this Agreement is obliged by law or due to any official directive to disclose the information. In such case, the party intending to disclose the information must immediately inform the other party in writing and in advance of the intended disclosure, so that the other party has sufficient opportunity to prevent the disclosure or control the way of disclosure.

4.3 The contracting parties will ensure in an adequate form that the persons entrusted by them with the implementation of this Agreement observe the above confidentiality obligations and will only use information resulting from this Agreement within the scope of their activities for the respective contracting party aimed for the fulfilment of this Agreement.

4.4 GE acknowledges the general obligation of the University to publish the nature, subject matter and results of the research done at the University. Any publications during, or up to two years after the end of the Agreement will be agreed upon with GE. GE shall not withhold its consent concerning the publication without good cause. If GE does not object to a publication request submitted by University within a period of four weeks after the receipt of such request, including the complete documentation, then consent shall be deemed to be given. Within the two-year-period following the end of the Agreement, the publication request shall be sent to the address according to section 10 hereof.

4.5 If doctoral and/or habilitation projects are concerned by the work done within the scope of the project, then GE will reasonably take into account the legal obligations and legitimate interests of doctoral candidates and/or graduates admitted for habilitation (*Habilitanten*).

5. Rights as to results

5.1 The contracting parties shall remain the owners of, and continue to hold title to, the rights of use and exploitation rights they had before and outside the scope of the project.

5.2 The exclusive, sub-licensable, transferable and free of charge exploitation rights and rights of use concerning the work results of the research project will pass on to GE upon delivery of the final report according to clause 2.3 hereof. This does not affect the non-exclusive right of use of the University for its own research purposes in accordance with section 7 hereof.

5.3 The University undertakes to ensure by way of contracts to be entered into with all persons participating in research projects involving GE, that the exploitation rights and rights of use concerning the results of any work done arising from the research projects to be realised within the scope of this Research Scholarship Agreement will also be transferred to GE upon delivery of the final report according to clause 2.3 hereof on an exclusive basis and be sub-licensable, transferable and free of charge. If the University is not able to ensure that, it will immediately inform GE thereof.

5.4 Clauses 5.1 and 5.2 shall also apply to any work created during project activities, e.g. the rights of use and exploitation rights with regard to technical drawings, software programs, etc.

6. Intellectual property

6.1 Pre-existing proprietary rights

- 6.1.1 The contracting parties, respectively, will remain the owners of any inventions made by them before and outside the scope of a research project and of any proprietary rights applied for or obtained in this respect.
- 6.1.2 The contracting parties will inform each other beforehand and on an ongoing basis according to their best knowledge and belief of the existence of any pre-existing proprietary rights, insofar as this is necessary for the implementation of research projects or the use of work results; they will also inform each other to which extent third parties have a right of use with regard to those pre-existing proprietary rights and to which extent the other contracting party is restricted in the use of those pre-existing proprietary rights. They will furthermore inform each other according to their best knowledge and belief of any proprietary rights of third parties of which they are aware.
- 6.1.3 Insofar as pre-existing proprietary rights held by the contracting parties are required for the implementation of project work, and provided that this does not conflict with any third party rights, the contracting parties will grant each other a restricted, free-of-charge and non-exclusive right of use for the duration and purpose of the respective work.
- 6.1.4 Insofar as pre-existing proprietary rights held by the contracting parties are required for the permitted use of work results in accordance with this Agreement, and provided this does not conflict with any third party rights, the contracting parties will grant each other the option to enter into a licence agreement on reasonable terms and conditions but excluding the right to grant sub-licences.
- 6.1.5 If pre-existing proprietary rights held by third parties are required for the execution of work or the use of work results, the contracting parties will agree thereon separately.

6.2 Inventions and proprietary rights

- 6.2.1 If any invention or other work result available for proprietary protection is created within the scope of the research project to be realised under this Agreement, then the University will immediately inform GE thereof as far as legally possible.
- 6.2.2 Any invention or other work result available for proprietary protection in connection with the research project implemented on the basis of this Agreement will always be claimed free of any restrictions by the University as far as legally possible. The parties will agree by common consent on the point in time and party on behalf of which a possible patent will be applied for, taking into account the following provisions set out in this clause 6.2.
- 6.2.3 The University will grant GE the option, which will be free of charge, to acquire inventions or other work results available for proprietary protection. Any such option must be exercised by GE within a period of 6 months as of the date on which an invention has been notified pursuant to clause 6.2.1. If the option is exercised, the University will transfer to GE the rights arising from any claim of rights according to clause 6.2.2.
- 6.2.4 Furthermore, the University shall grant GE an option, which will be free of charge, concerning a non-exclusive right of use unlimited in time and space, but excluding the right to grant sub-licences concerning any invention or other work result available for proprietary protection for which the University files a patent application. The right of use shall in particular, but

without limitation, include rights to produce, use, offer, distribute, import or export products and systems using the patents, or to have them produced. The option may be exercised within one year as of the notification of the invention in accordance with clause 6.2.1. After the expiration of this one-year period, the option may still be exercised at any time, provided that the University did not grant any rights to third parties which are opposed to the rights granted under the option.

In the case of joint inventions, the above provisions shall apply analogously, subject to the proviso that GE will become co-owner with regard to the patents relating to such inventions on the basis of its pro-rata share in the invention and bear the related patent costs on a pro-rata basis. Equal shares in the invention shall be assumed if the parties are unable to agree on their respective pro-rata shares in the invention. The rights available to the parties as joint owners shall be based on the national law of the country in which the respective proprietary right is obtained.

- 6.2.5 The University undertakes to ensure by way of contracts to be entered into with any persons participating in research projects involving GE that the rights relating to their inventions and other work results available for proprietary protection created within the scope of the research projects to be realised under this Research Scholarship Agreement are also transferred to the University. If the University is unable to ensure that, it will immediately inform GE thereof. The provisions set out in clauses 6.1, 6.2 and 7 shall be applicable mutatis mutandis to those inventions and other work results available for proprietary protection.

7. Rights of use of the University

Irrespective of the above provisions, the University shall retain, in all cases, a non-exclusive right of use, unlimited in time and space, for its own purposes in the area of academic research and teaching with regard to results and rights.

8. Warranty and liability

- 8.1 The University shall execute this research project with its usual care and on the basis of the high standard of science and technology known by it. Any warranty shall be excluded; the University in particular does not warrant that the results of the research project will be exploitable for economic purposes and free of third party rights. If opposed proprietary rights become known, the University will immediately inform GE thereof.
- 8.2 The liability of the contracting parties, their legal representatives and vicarious agents (*Erfüllungsgehilfen*) is limited to wilful misconduct and gross negligence. In case of gross negligence, the liability for any consequential loss or damage (e.g. lost profits) shall be excluded.

9. Term and termination

This Agreement will enter into force as of the moment when it is signed by the University and GE. Each party may terminate the Agreement to become effective to the end of each calendar year by giving 6 months' prior notice. This right to terminate the Agreement shall, however, exist for the first time as of *1 January 2013*. The right to termination for good cause shall remain unaffected.

10. Correspondence

Any notifications and declarations to be made under this Research Scholarship Agreement must be addressed to the parties in writing by registered letter as follows:

To GE: GE Global Research
 Trevor Kirsten
 Freisinger Landstraße 50
 85748 Garching b. München

To the University: Mauro Venturini
 Dipartimento di Ingegneria,
 Università degli Studi di Ferrara
 Via G. Saragat, 1 - 44122
 Ferrara - ITALY

11. Extension of rights to GE Group companies

The rights and duties under this Agreement cannot be transferred or assigned without the prior written approval of the other party. Such approval should not be withheld without justification.

GE is entitled, however, to transfer, extend and sub-license the rights granted to it, in particular according to clauses 5-7, to any direct or indirect affiliate of General Electric Company (USA) within the meaning of sections 15 et seq. of the German Stock Corporation Act.

12. Written form requirement and severability clause

12.1 Any modification, amendment or supplement of, and collateral agreement with regard to, this Agreement must be made in writing in order to be legally valid. This written form requirement may only be waived in writing.

12.2 If one or more provisions of this Agreement are or become invalid, then this shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision coming as close as possible to the economic purpose of the invalid provision.

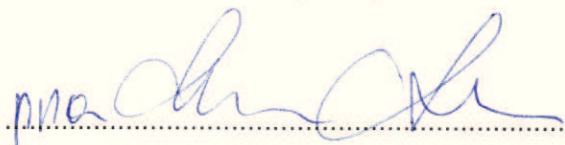
13. Governing law and place of jurisdiction

This Agreement is governed by the laws of the Federal Republic of Germany. The Parties shall attempt to resolve any dispute amicably and promptly by negotiations between execu-

tives who have authority to settle the controversy. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within seven (7) days after delivery of such notice, the dispute shall be referred to the Chief executive Officers (or equivalent position) of each Party for resolution. If the dispute is not resolved by the mutual agreement of the Chief Executive Officers within thirty (30) days, then, either Party may bring a claim invoking any remedies available to it under law. Either Party may seek immediate injunctive or other interim relief as necessary to enforce the terms of this Agreement.

All disputes arising from, in connection with or referring to the Agreement shall be settled by the courts of the place of residence of the defendant, as far as no exclusive jurisdiction is given.

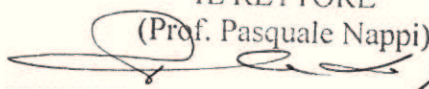
_____, [Date:] _____



FERRARA

_____, [Date:] 18-03-2013

IL RETTORE
(Prof. Pasquale Nappi)




GE Global Research,
A registered branch of
General Electric Deutschland Holding GmbH,
Freisinger Landstraße 50,
85748 Garching b. München

University of Ferrara
Via Savonarola, 9 - 44121
Ferrara - ITALY



GE Global Research
Zweigniederlassung der General Electric
Deutschland Holding GmbH
Freisinger Landstrasse 50
85748 Garching bei München
Germany

Annex:

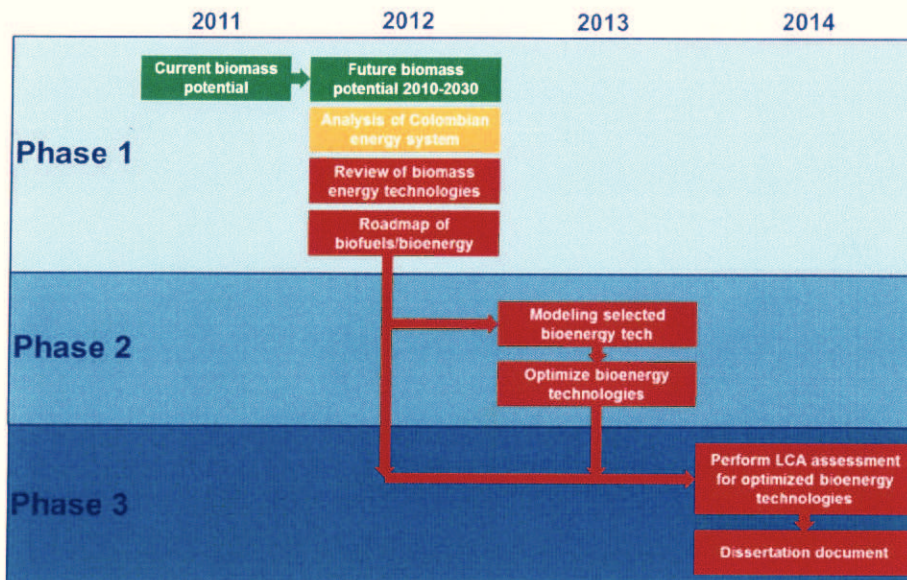
Project main goal:

Promote the deployment of sustainable, non-food competing and environmentally benign biofuel and biomass technologies in emerging economies & developing countries (i.e. Colombia)

Specific objectives:

1. Develop a bioenergy roadmap for Colombia (2030)
2. Identify best technology routes to convert biomass into energy
3. Evaluate life-cycle assessment of best routes

Timeline:



Expected outcome:



GE Commitment:

- 50 k€ at the start of the contract for the 2 year duration (2013/2014)

Ferrara commitment:

- Research to be carried out by a suitably qualified and experience Research Fellow in the scientific area ING-IND/09.
- IP disclosure to GE for disclosure and protection if required