

Framework Agreement for Scientific Collaboration
[Joint Research Center]

BETWEEN

University of Modena and Reggio Emilia (Tax Code and VAT Code 00427620364), with registered office in Via Università no. 1, Modena, represented by Rita Cucchiara in her capacity as special proxies, authorized to enter this Agreement by power of attorney (hereinafter the “**UNIMORE**”);

- On the one side

AND

Tetra Pak Packaging Solutions S.p.A. (Tax Code and VAT Code IT00907680367), with registered office in Via Antonio Delfini no. 1, Modena, represented by Roberto Mastri, and by Davide Cavazza, in their capacity as special proxies, authorized to enter this Agreement by power of attorney (hereinafter “**TETRA PAK**”);

- On the other side

each a “**PARTY**” and collectively the “**PARTIES**”.

WHEREAS:

- TETRA PAK is engaged in the business of developing, manufacturing and selling processing and packaging systems and services for liquid and other food products (hereinafter the “**TETRA PAK’s Field of Business**”), and has many years’ experience, technology and know-how in it;
- UNIMORE is committed to fulfilling its institutional role through its ties and interaction with political, social and cultural institutions and with organization in production and service sectors; UNIMORE pursues its educational, research, and third mission by identifying its objectives within a Strategic Plan that sees UNIMORE as a place of opportunity and as an example of a community open to knowledge and to the development of individuals and the community.
- TETRA PAK acknowledges that there are researchers and qualified specialists and professionals at UNIMORE, who have appropriate skills to carry out research, training and consultancy activities that may be of TETRA PAK’s interest;
- TETRA PAK also acknowledges the value of the innovative contribution of UNIMORE that is the subject of this Framework Agreement (hereinafter the or this “**AGREEMENT**”), aimed at advancing TETRA PAK’s business and manufacturing potential;
- the PARTIES agreed to enter into this AGREEMENT to define general rules, terms and conditions applicable to the projects that TETRA PAK may entrust to UNIMORE, from time to time, through the signing of one or more IMPLEMENTATION CONTRACTS (as defined below);

- This AGREEMENT governs collaborative activities between the PARTIES and establishes the general principles applicable to such activities (including PhD programs funded only by TETRA PAK); it does not apply to institutional collaborative research activities where (i) they are carried out under publicly funded programmes (national or international) or (ii) they involve additional parties beyond the PARTIES, which shall be governed by separate and specific agreements.
While the PARTIES may, on an exceptional and case-by-case basis, negotiate and enter into separate, specific agreements, such arrangements shall not constitute the ordinary course of dealings between the PARTIES. Any such specific agreements shall, to the maximum extent possible, be consistent with and subject to the principles set forth in this AGREEMENT.
- The PARTIES agree that the activities shall be structured in accordance with the provisions of the EU Framework for State aid for research, development and innovation. Any activity carried out under this Agreement shall comply with the applicable rules. The PARTIES shall discuss in good faith and implement any amendments reasonably necessary to ensure ongoing compliance.

In light of all the above,

THE FOLLOWING IS AGREED AND ENTERED INTO:

1. ART. 1 - DEFINITIONS AND INTERPRETATIONS

- 1.1 The recitals are an integral part of this AGREEMENT.
- 1.2 Except as otherwise provided in the AGREEMENT, the words and expressions listed below have the following meaning:

DELIVERABLES: means any and all services, products or materials (including samples, prototypes, documentation and/or reports, including, but not limited to, the REPORTS) specifications, drawings, schematics, layouts, plans, architectures, mathematical models, data, formulae, algorithms, methods, guidelines, practices, tests, tools, SOFTWARE or any written or other deliverables that the IMPLEMENTING PARTY is required to develop, obtain, create, acquire and deliver to TETRA PAK under any IMPLEMENTATION CONTRACT.

ASSOCIATED COMPANY: means, in relation to Tetra Pak, all entities engaged in the business of Tetra Pak group as described above and under the overall control of the Tetra Laval Group Board and, in relation to UNIMORE, all entities under the overall control of UNIMORE. “**CONTROL**” shall mean the ability to exercise decisive influence over the strategies or operations of an entity, whether by share ownership, contract or otherwise.

IMPLEMENTATION CONTRACT(S): the implementation contract(s) in the form of Annex 1, through which TETRA PAK may commission from UNIMORE, during the term of this AGREEMENT, certain studies, innovation and/or research activities and/or training programs and/or services in the areas of common interest identified under Article 2.2 below.

ORDER: means the purchase order issued by TETRA PAK in relation to activities entrusted to the IMPLEMENTING PARTY under an IMPLEMENTATION CONTRACT.

PARTY: means, depending on the context, TETRA PAK or UNIMORE.

PARTIES: means, collectively, TETRA PAK and UNIMORE.

RESULTS: means any and all the results, ideas, findings, outcome and conclusions made, developed, obtained, created or acquired by UNIMORE (whether independently or jointly with TETRA PAK)

under this AGREEMENT, any PhD program funded by Tetra Pak only and/or any IMPLEMENTATION CONTRACT concluded with TETRA PAK, whether patentable or not, including, but not limited to, any and all DELIVERABLES.

REPORT(S): means any and all written technical reports that the IMPLEMENTING PARTY is committed to provide to TETRA PAK under any IMPLEMENTATION CONTRACT, including interim reports and the final report.

SOFTWARE: means all software code including freeware, shareware and open-source software and all manuals, guides and documentation related to such software (in whatever format), as well as any update, upgrade, new version, fix, development, modification or improvement thereto, that is supplied to TETRA PAK under any IMPLEMENTATION CONTRACTS including, without limitation, as a part of any DELIVERABLES.

THIRD PARTY/PARTIES: means any natural or legal person other than the PARTIES.

2. ART. 2 - PURPOSE OF THE AGREEMENT

- 2.1. The AGREEMENT stems from the common desire of TETRA PAK and UNIMORE, to design, develop and implement joint training, research and innovation initiatives and represents the tool to seize mutual opportunities. TETRA PAK is an industrial partner that is able to address cutting-edge research topics in the TETRA PAK's Field of Business.
- 2.2. The PARTIES hereby acknowledge and agree upon the following areas of common interest within which they will conduct the collaboration covered by this Agreement (hereinafter the "**Areas of Collaboration**"):

- *Modelling, design and simulation of mechatronic systems*
- *Design and simulation of test rigs for packaging material characterization*
- *Asset health monitoring analytics*
- *Smart equipment and condition monitoring*
- *Vibration measurements for equipment characterization*
- *AI-driven intelligence and automation*
- *AI-sustained coding, troubleshooting, and documentation*
- *Sustainable and advanced materials engineering*
- *Materials characterization*
- *Tribology*
- *Digital architecture optimizations*
- *Optimization of information sharing*
- *Innovation framework and process optimization.*
- *Economics and business management within the digital transformation*
- *Corporate welfare and work-life balance*
- *Sustainability planning and ESG metrics and reporting*
- *Gender equality, diversity and inclusion: policies and measurement*
- *Vectors of innovation in the Emilia Romagna polymer engineering industrial ecosystems*
- *Hygiene monitoring and contamination risk assessment in industrial environments*
- *Health risk assessment of food packaging.*
- *Legal and regulatory governance, sustainability, corporate. compliance and risk management (including ESG compliance, food safety law, corporate and criminal liability*

The PARTIES hereby agree and accept that the Management Committee has the ability and authority

- to supplement and/or amend the aforementioned Areas of Collaboration during the periodic meetings of the Management Committee (as defined below).
23. Specifically, during the term of the AGREEMENT, the PARTIES will evaluate whether, within the Areas of Collaboration, to undertake one or more of the following activities in a manner to be agreed upon:
- a) innovation and research activities and/or innovation and research projects;
 - b) training initiatives for TETRA PAK personnel;
 - c) collaborative efforts related to training and selection of students and graduates for employment by TETRA PAK;
 - d) collaborative efforts in undergraduate and graduate education, specialising masters and PhD programs;
 - e) merit-based support through scholarships or degree awards;
 - f) measurement and test activities;
 - g) consultancy activity;
 - h) technology transfer activities;
 - i) support activities for the creation of new innovative companies;
 - j) specialized services for the identification of public funding opportunities and support for the presentation of funding requests valid on public funding calls and public tenders;
 - k) support and coordination of reporting activities for funded projects.
24. The PARTIES hereby agree to the contractual terms and conditions under which TETRA PAK may commission research and other activities as set forth in Article 2.3 above from UNIMORE in the Areas of Collaboration during the term of this AGREEMENT, it being understood that further specific terms and conditions may be agreed to in individual IMPLEMENTATION CONTRACTS. This AGREEMENT shall not give rise to any obligation of TETRA PAK to assign any activity to UNIMORE or to enter into any IMPLEMENTATION CONTRACT.
25. For activities involving PhD programs under this AGREEMENT, Article 5.9 below shall apply and the PARTIES shall use the templates set out in Annexes 4 and 5, subject to any changes that may be necessary on the part of UNIMORE.
26. Should the activities entrusted to the IMPLEMENTING PARTY under any IMPLEMENTATION CONTRACT involve SOFTWARE, the PARTIES agree that the provisions in Annex 3 shall apply.
27. With regard to the training activities, if any, that UNIMORE will carry out in favor of TETRA PAK, the PARTIES hereby agree that the Areas of Collaboration also represent the main focus areas of the training activities in which UNIMORE may engage, jointly or severally, with the support of TETRA PAK structures. The PARTIES hereby acknowledge and agree that TETRA PAK may periodically update and/or request, at its discretion, specific training or support activities in various areas.
28. With regard to collaboration activities related to the selection of students and graduates, specific initiatives will be evaluated, under terms to be specifically agreed upon, depending on the needs of TETRA PAK.
29. The PARTIES acknowledge that this AGREEMENT also allows for training experiences of curricular internship and / or thesis to be organised: the duration and subject of such experiences will be defined, from time to time, in advance, between TETRA PAK and UNIMORE on a case-by-case basis, and regulated by specific agreements.
- 2.10. The IMPLEMENTATION CONTRACTS will be drawn up according to the format attached to this AGREEMENT (Annex 1), which the PARTIES undertake to adopt, subject to: (i) the right to regulate

specific cases as agreed among TETRA PAK and UNIMORE; and (ii) the need to complete the format attached to this AGREEMENT (Annex 1) in the variable parts connected, case by case, to the relevant research programme (in relation, for example, to the following: Department or other dedicated Facility of UNIMORE; Effective date and duration of the IMPLEMENTATION CONTRACT; subject matter of the IMPLEMENTATION CONTRACT; technical annex (B) to the IMPLEMENTATION CONTRACT; amount of the consideration; contact persons for TETRA PAK and for UNIMORE; references for communications, specific safety and security clauses, if any).

- 2.11. The activities of the IMPLEMENTING PARTY will be remunerated as agreed with TETRA PAK, on a case-by-case basis, in the relevant IMPLEMENTATION CONTRACT. Prior to the execution of each IMPLEMENTATION CONTRACT, UNIMORE shall provide TETRA PAK with a detailed quotation applicable to all activities to be performed.
- 2.12. The terms and conditions agreed in any IMPLEMENTATION CONTRACT will be reflected in the ORDER issued by TETRA PAK case by case.
- 2.13. The PARTIES may also collaborate on a technical-scientific level, and are willing to evaluate possible joint participation, under terms to be agreed upon, in national and/or international calls for financial support to projects proposed by the business and/or research system, in order to be admitted to the financing of specific projects of common interest.

3. ART. 3 – VALIDITY AND DURATION OF THE AGREEMENT- RENEWAL- WITHDRAWAL

- 3.1. The PARTIES agree that the AGREEMENT will be effective as of the date of signing by the last of the PARTIES and until 31/12/2030. On that date, the AGREEMENT will automatically and definitively cease to be in effect without the need for any specific notice. Any form of tacit and/or automatic renewal is excluded.
- 3.2. Any renewal of the AGREEMENT, for a period of the same or different duration, may be requested by either PARTY in writing, by PEC or by registered letter, with a notice of at least 3 (three) months prior to the above-mentioned expiration date. In order to take effect, the renewal proposal must be accepted in writing (by PEC or by registered letter) by the other PARTY, within 60 (sixty) days of receipt of the aforementioned request of renewal.
- 3.3. The expiry of this AGREEMENT shall not automatically cause the termination of any IMPLEMENTATION CONTRACTS in the course of being performed, which, unless otherwise agreed in writing between the PARTIES, shall remain effective and the relevant activities shall continue to be carried out in accordance with the terms and conditions of this AGREEMENT as well as those terms and conditions set forth in any such IMPLEMENTATION CONTRACTS.
- 3.4. TETRA PAK shall have the right to withdraw, at any time, from this AGREEMENT and/or from one or more IMPLEMENTATION CONTRACTS, in each case subject to a 2-month prior written notice to UNIMORE. In such event, UNIMORE shall have the right to be reimbursed for all costs and expenses already incurred and/or committed up to the date of TETRA PAK's notice, with no other liability on TETRA PAK's side.
- 3.5. It is understood that provisions set forth in Articles 5, 6, 7 and 13 shall survive and continue to apply following the date of expiry or termination of this AGREEMENT for any reason (including TETRA PAK's withdrawal pursuant to Art. 3.4 above).

4. ART. 4 - MANAGEMENT COMMITTEE

- 4.1. Following the conclusion of this AGREEMENT, a joint management committee (hereinafter the

"**Management Committee**") will be established by the PARTIES, in office for the entire duration of this AGREEMENT, tasked with:

- encouraging and verifying what may be undertaken by the PARTIES to implement this AGREEMENT;
- drawing up an annual report, to be transmitted to each PARTY, on the progress of any activities which may be agreed upon as part of the performance of this AGREEMENT;
- evaluating and proposing to the PARTIES new activities and business opportunities.

4.2. The Management Committee consists of 4 (four) members, of which:

- two (2) members appointed by TETRA PAK;
- two (2) members appointed by UNIMORE;

The Management Committee will adopt an operating regulation for its functioning.

4.3. It is understood that in the event of a conflict between the provisions of the aforementioned regulation and the provisions of this AGREEMENT, the provisions of this AGREEMENT will take precedence.

4.4. The Management Committee's President is elected by the members of the Management Committee among its members.

4.5. The Management Committee must meet at least 2 (two) times a year through the period of validity of this AGREEMENT.

5. **ART. 5 – DELIVERABLES, RESULTS AND INTELLECTUAL PROPERTY RIGHTS (also abbreviated as "IPR")**

5.1. **Prompt disclosure of Deliverables and Results.**

UNIMORE agree to (i) promptly disclose, deliver and make available to TETRA PAK all DELIVERABLES developed, obtained, created or acquired in the performance of any IMPLEMENTATION CONTRACT; and (ii) keep TETRA PAK informed of the progress of activities carried out under any IMPLEMENTATION CONTRACT and to promptly disclose to TETRA PAK any and all RESULTS developed, obtained, created or acquired in the performance of any IMPLEMENTATION CONTRACT.

5.2 **Ownership and assignment.**

5.2.1 **TETRA PAK is sole owner of all RESULTS.** Any and all titles, rights and interests to the RESULTS at any time developed, obtained, made, created or acquired severally by either TETRA PAK or UNIMORE or jointly by both TETRA PAK and UNIMORE, including, but not limited to, any and all intellectual and industrial property rights related to the RESULTS, shall be owned only and solely by TETRA PAK, subject only to UNIMORE's right to be co-applicant of the first patent application – if any – as per the provisions in Art. 5.4 below.

5.2.2 **Assignment.** UNIMORE hereby assigns and/or shall cause their professors, researchers, students, employees and/or consultants involved in the activities under any IMPLEMENTATION CONTRACT (hereinafter, jointly, the "**Relevant Individuals**") to assign, to TETRA PAK all titles, rights and interests as necessary to allow TETRA PAK to fully enjoy and exploit the RESULTS. UNIMORE covenants and agrees, upon request by TETRA PAK, to execute, and/or to have executed by the Relevant Individuals, specific declaratory or confirmatory assignments and to take, and/or have taken by the Relevant Individuals, any action necessary to enable TETRA PAK to secure, at its sole discretion, patents, copyrights or otherwise secure and perfect its rights to the RESULTS.

5.3 UNIMORE'S Background IPR.

In the event that the RESULTS rely on any UNIMORE's Background IPR, or in the event that the use of such RESULTS may be prevented or made unreasonably difficult by any UNIMORE's Background IPR, UNIMORE grant or shall grant to TETRA PAK a non-exclusive, world-wide, perpetual and irrevocable licence to use their Background IPR to the extent necessary to allow TETRA PAK to derive full use and benefit of the RESULTS. The license shall be royalty-bearing in case the IMPLEMENTING PARTY has obtained advance approval from TETRA PAK to incorporate technology covered by such Background IPR into the RESULTS. Without such advance approval, the license shall be intended as fully paid-up and royalty-free. This license is not sub-licensable, except that TETRA PAK may grant a sub-licence to any THIRD PARTY for the purpose of allowing such THIRD PARTY to provide goods or services to TETRA PAK as part of the exploitation and/or use of the RESULTS.

UNIMORE shall disclose any Background IPR that may be necessary for the use of the RESULTS prior to the signing of the relevant IMPLEMENTATION CONTRACT. If such Background IPR is approved by TETRA PAK for inclusion, UNIMORE shall grant a non-exclusive, world-wide, perpetual and irrevocable licence for a lump-sum compensation to be defined in the IMPLEMENTATION CONTRACT. If no such disclosure is made, such license shall be deemed granted and included in the fee agreed for the research activities and considered fully paid-up and royalty-free.

For purposes herein, "UNIMORE's Background IPR" means any pre-existing intellectual property rights, including technical information and know-how, owned or controlled by UNIMORE and which are generated prior to start of the activities under the relevant IMPLEMENTATION CONTRACT only by the Relevant Individuals who work on the specific IMPLEMENTATION CONTRACT but not in the carrying out of the same activities and, in any case, without access to or use of TETRA PAK's Confidential Information or materials.

5.4 Protection of RESULTS.

- 541 **Tetra Pak's sole discretion.** TETRA PAK will be free to decide whether to proceed or not, in the event of a patentable RESULT or a RESULT than can be protected by other intellectual property registrations, with the filing of the relative application. Tetra Pak may further decide to protect any RESULT as a trade secret. If TETRA PAK is interested in filing an application, TETRA PAK shall be entitled to choose the modalities for the filing of the application and the drafting of the related document with collaboration on the part of the Relevant Individuals involved in the obtainment of the relevant RESULT and who works for the IMPLEMENTING PARTY.
- 542 **First application as co-applicants.** Should TETRA PAK decide to apply for a patent in relation to a RESULT, TETRA PAK shall designate both UNIMORE and TETRA PAK as co-applicants of the first patent application (and shall indicate the names of the inventors).
- 543 **Full economic ownership for TETRA PAK.** The PARTIES agree that the legal status of the UNIMORE as joint applicant with respect to the first patent application relating to any of the RESULTS shall, in no event, affect the economic ownership of such RESULTS, which ownership remains entirely with TETRA PAK; therefore, TETRA PAK shall be the only one entitled to use, exploit, license and dispose of the RESULTS, without the need of any prior consent of UNIMORE.
- 544 **Right to file further applications.** TETRA PAK shall be entitled to file further patent applications based on the priority of the first application in its own name only and withdraw the first application if it wishes after publication of the same, and, if so required, UNIMORE will provide the necessary declarations (including by the Relevant Individuals) to do so without any additional payment by

TETRA PAK other than the premium as per Art. 5.4.8 below.

545 **Right to claim priority.** UNIMORE hereby grants to TETRA PAK the unrestricted right to claim priority from the first filed patent application in any subsequently filed patent application. In particular, UNIMORE will timely provide the necessary declarations (including by the Relevant Individuals) before the end of the priority period of the first application to allow TETRA PAK the filing of subsequent patent applications in its name only.

546 **Immediate transfer of first patent application.** Within six months of the date of the first filing of the patent application, UNIMORE shall transfer its rights with respect to such patent application to TETRA PAK, which will therefore acquire full title to the same patent application and become the only applicant. UNIMORE shall (and shall cause the Relevant Individuals to) provide TETRA PAK and the relevant patent office with all declarations, information and documents as necessary in order for TETRA PAK to become the only applicant and to register that change with the relevant patent offices. TETRA PAK undertakes to delay the registration of the transfer of rights with the relevant patent office until after the first patent application has been published.

547 **Prosecution at TETRA PAK's discretion.** TETRA PAK may decide at its discretion if, when and how to proceed with the filing, prosecution and withdrawal of any patent application and shall sustain all costs related to the filing of the patent, as well as all subsequent charges related to the maintenance of the patent and its international extension, if any. The expenses related to the transcription of the deed of acquisition of full title to the first patent application with the Italian Patents Office, or the analogous Entity in the event of a different patent application, and any notarial expenses related to the transfer of title, will be borne by TETRA PAK.

548 **5.4.8 Premium for the patent deposit.** For each first patent filing, TETRA PAK will pay, at the time of the assignment by UNIMORE, a lump-sum of EUR 4.000,00 (four thousand euros) to UNIMORE. It is also understood that no additional premium will be due for patent filing in excess of 3 (three) or for filings other than patent filings. Other than the above mentioned premium, no further amounts will be due by TETRA PAK to UNIMORE and/or the inventors indicated by UNIMORE in connection with any patent filed and/or other filings and/or registrations.

5.5 **Right to use for scientific and didactic purposes.**

UNIMORE will enjoy the right to use the patent on a gratuitous and perpetual basis, only and solely for scientific and didactic purposes (expressly excluding research activities undertaken on behalf of THIRD PARTIES), always subject to the provisions of, and the limitations contained in, Articles 5.6, 6 (Confidentiality) and 7 (Scientific Publication) below.

5.6 In the event that on-going research activities involving the subject matter of any IMPLEMENTATION CONTRACT and closely related thereto conducted by UNIMORE's research group (whose components are Relevant Individuals) were to give rise to additional inventions eligible for intellectual property right protection within the first 12 months of expiry of any such IMPLEMENTATION CONTRACT, the provisions of this Article 5 shall apply.

5.7 Provided that TETRA PAK is not obliged to file patent applications, should TETRA PAK declare in writing its disinterest both in the invention and in keeping it as trade secret, UNIMORE will be entitled to decide autonomously whether to proceed with obtaining a patent for the invention, and in such case full ownership rights in the same would rest exclusively with the UNIMORE, without anything whatsoever being owed to TETRA PAK, which shall anyhow be automatically granted a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license, with the right to grant sublicenses, to use

such invention and related patents in the TETRA PAK's Field of Business, unless otherwise agreed in the specific IMPLEMENTATION CONTRACT.

5.8 Warranty and third-party IPR.

UNIMORE warrants that: (i) they have valid and sufficient agreements with their employees, researchers, professors, consultants or agents, including the Relevant Individuals, to the effect that UNIMORE is entitled to immediately transfer and assign any RESULTS to TETRA PAK, and that (ii) the RESULTS will not knowingly contain, rely on, nor their use infringe, any THIRD PARTIES' intellectual property rights or other UNIMORE's intellectual property rights (e.g. open source software) except as approved by TETRA PAK in writing in advance. Should UNIMORE be or become aware of any such THIRD PARTIES' intellectual property rights or other UNIMORE's intellectual property rights, they shall promptly inform TETRA PAK thereof and support TETRA PAK in connection thereto.

5.9 Ownership of RESULTS arising from PhD programs.

Each Party remains the owner of its Background IPR, and nothing in this AGREEMENT shall be construed, directly or indirectly, as transferring any rights in the other Party's Background IPR.

The IPR in all RESULTS generated under the PhD program covered by this AGREEMENT, including those generated by the PhD student and/or by UNIMORE during the PhD Program (the "PhD RESULTS"), shall in the first instance arise in joint and equal ownership between UNIMORE and TETRA PAK, without prejudice to the moral rights of the authors/inventors.

TETRA PAK may, at any time during the PhD Program, acquire UNIMORE's entire ownership share in the PhD RESULTS by way of definitive assignment (the "ASSIGNMENT"), by paying UNIMORE a one-off all-inclusive fee of EUR 4,000.00 (four thousand), plus VAT if applicable (the "ASSIGNMENT CONSIDERATION"). The ASSIGNMENT CONSIDERATION becomes due upon TETRA PAK's exercise of the ASSIGNMENT option and shall be paid within 60 (sixty) days of receipt of the corresponding invoice issued by UNIMORE.

Upon payment of the ASSIGNMENT CONSIDERATION and receipt thereof by UNIMORE, the ASSIGNMENT in favor of TETRA PAK becomes immediately effective and covers: (i) all PhD RESULTS generated up to that date; and (ii) all PhD RESULTS that will be generated thereafter and until the conclusion of the PhD Program, without the need for any further acts, notices or additional consideration. It is understood that any patent application and/or other IPR title relating to the PhD RESULTS is included in the ASSIGNMENT as above, including any extensions and national phases, and that UNIMORE and the PhD student shall, at no additional cost, perform all acts reasonably necessary to perfect the assignment and to enable TETRA PAK to fully exercise the assigned rights.

In any event, UNIMORE shall retain a non-exclusive, non-transferable and royalty-free right to use the PhD RESULTS for internal institutional research and teaching purposes only (excluding activities for or with third parties).

For the avoidance of doubt, the confidentiality obligations set out in this AGREEMENT apply to the PhD RESULTS and the related information. Any further measures for the protection and valorization and/or publication of the PhD RESULTS, not inconsistent with the ASSIGNMENT in favor of TETRA PAK, shall be agreed in good faith between the PARTIES in line with Articles 6 and 7 of this AGREEMENT.

6 ART. 6 - CONFIDENTIALITY

6.1 Each PARTY is under an obligation to keep secret and not disclose to THIRD PARTIES all facts,

information, knowledge/know-how, documents or items of a confidential nature which may come to its knowledge or may be disclosed to it by the other PARTY in connection with this AGREEMENT and/or any IMPLEMENTATION CONTRACT, including information disclosed before and in view of any such IMPLEMENTATION CONTRACT (hereinafter the “**Confidential Information**”) and to protect the Confidential Information in accordance with the principle of good faith, using precaution and protection no less than those used for its own confidential information and in any case with the level of diligence necessary in accordance with the nature of the same. For the avoidance of doubt, the existence of the collaboration governed by this AGREEMENT and/or any IMPLEMENTATION CONTRACT, any activities carried out within the Areas of Collaboration as well as the content of this AGREEMENT and any IMPLEMENTATION CONTRACT are to be treated as Confidential Information. Furthermore, each PARTY agrees not to use Confidential Information of the other PARTY for purposes other than the performance of this AGREEMENT and/or any IMPLEMENTATION CONTRACT.

- 6.2 Such confidentiality undertaking shall cease to apply with regard to facts, information, documents or items which are within or enter the public domain for reasons not attributable to a breach of the other PARTY and, in any case, will cease to apply on the 10th anniversary of the expiry of this AGREEMENT unless a longer confidentiality period has been agreed in the relevant NDA (as defined in Art. 6.6 below) and/or IMPLEMENTATION CONTRACT.
- 6.3 UNIMORE may disclose TETRA PAK’s Confidential Information only and solely to the Relevant Individuals who need access thereto for the purpose of carrying out the activities under any IMPLEMENTATION CONTRACT, provided that each such Relevant Individual has executed the commitment letter as per the form attached hereto as Annex 2. Copies of the executed commitment letters shall be provided to TETRA PAK upon request. UNIMORE shall be liable for the actions or omissions of the Relevant Individuals in relation to TETRA PAK’s Confidential Information as if they were the actions or omissions of UNIMORE.
- 6.4 Either PARTY acknowledges that under no circumstance shall information be considered to be Confidential Information if:
- it is already in the public domain and/or belongs to the state of the art before or at the time it is communicated to the other PARTY;
 - it enters the public domain after having been communicated to the other PARTY, for a reason not attributable to such other PARTY;
 - it has been lawfully acquired from THIRD PARTIES that are under no obligation of confidentiality;
 - it was developed independently by the other PARTY’s personnel who did not have access to the Confidential Information.
- 6.5 In the event that either PARTY is required by law, decree, regulation or other legislation or public authority order to disclose Confidential Information in violation of the confidentiality obligations hereunder, such PARTY shall immediately notify the other PARTY in order to allow the latter to oppose such disclosure and, if requested, the PARTIES shall cooperate in such opposition. In any event, only that part of the information that the relevant PARTY is legally obliged to reveal may be disclosed.

The PARTIES hereby agree that a further non-disclosure agreement may be entered into in order to cover the information disclosed with respect to specific project and/or activities under any IMPLEMENTATION CONTRACT (including information disclosed before and in view of any such

IMPLEMENTATION CONTRACT), at terms and conditions not less stringent than those set forth under this Article 6. (hereinafter the “NDA”).

- 6.6 It remains understood that any and all documents, specifications, designs and samples and all other information and materials that TETRA PAK may supply to UNIMORE in connection with this AGREEMENT and/or any IMPLEMENTATION CONTRACT and/or NDA are and shall remain solely owned by TETRA PAK and shall be returned to TETRA PAK upon its request.

7 ART. 7 - SCIENTIFIC PUBLICATIONS

- 7.1 UNIMORE may use the information obtained during the activities governed by this AGREEMENT in order to derive scientific publications only and solely subject to TETRA PAK’s prior written authorization on a case-by-case basis.
- 7.2 Likewise, the documents provided by TETRA PAK and the confidential studies and results of any activities carried out UNIMORE, including the RESULTS, may be used by UNIMORE as materials for the development of thesis papers only and solely subject to the TETRA PAK’s specific, prior written authorization on a case-by-case basis.
- 7.3 Authorization before publication shall be requested and a draft of the intended publication shall be submitted to TETRA PAK at least 60 (sixty) days in advance. In the event that TETRA PAK identifies any Confidential Information or RESULT contained in such proposed draft, TETRA PAK shall notify UNIMORE and UNIMORE shall delete such information and/or RESULT, or cause them to be deleted, from the publication or anonymize them, or cause them to be anonymized, in a way approved by TETRA PAK in writing. UNIMORE and/or the author of the thesis/publication will submit once again the draft publication to TETRA PAK before the final approval is granted.
- 7.4 In the event of publication for technical-scientific purposes of the RESULTS, TETRA PAK undertakes to expressly cite UNIMORE.

8 ART. 8 - SAFETY OF THE PLACES WHERE THE ACTIVITIES TAKE PLACE

UNIMORE guarantees insurance cover for teaching staff, researchers and technicians, against accidents in the workplace with INAIL, with the system of insurance cover laid down by the State, in accordance with DPR 30th June 1965, No.1124 and its subsequent amendments.

TETRA PAK similarly guarantees insurance cover of its own employees against accidents in the workplace with INAIL, or an insurance company.

9 ART. 9 - PROTECTION OF PERSONAL DATA

- 9.1 The Parties undertake to each other to process personal data that they may gain knowledge of during the performance of this Agreement in accordance with the principles of fairness, lawfulness and transparency pursuant to EU Regulations no. 679/2016 (hereafter referred to as the “Regulations”), and Leg. Decree 196/2003, as last amended by Leg. Decree 101/2018.

In particular, the parties ensure compliance with the safeguards afforded to the data subjects, by adopting suitable technical and organisational measures.

In addition, the Parties undertake to provide reciprocal assistance with regard to:

- any request made by the data subjects pursuant to Arts. 15-22 of the Regulations;
- any procedures for assessing the impact of the processing and applied pursuant to Art. 35 of the Regulations;

- any request for cooperation made by the supervisory authority pursuant to Art. 31 of the Regulations.

9.2 In the event that the data processing carried out during the performance of this AGREEMENT includes the transferring of personal data to third countries, the transferring party will be responsible for ensuring that data is transferred in accordance with the terms set forth by Arts. 44-49 of the Regulations. Furthermore, upon becoming aware of a “data breach” as defined by the Regulations, UNIMORE shall inform TETRA PAK without undue delay and shall timely provide all such information and cooperation as TETRA PAK may reasonably require to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) the Regulations.

10 ART. 10 – THE PARTIES CODES OF ETHICS AND OF CONDUCT

- 10.1 UNIMORE acknowledge that TETRA PAK has adopted its Code of Business Conduct for Suppliers (TETRA PAK has also adopted an Organisational Model under Legislative Decree 231/2001, which is not public).
- 10.2 TETRA PAK acknowledges that UNIMORE has adopted its own Code of Ethics and a Code of Conduct for its employees, in compliance with the provisions for the prevention of corruption under Law 190 of 6/11/2012 and published on the website: www.unimore.it (last release 2012/04/17).

11 ART. 11 - METHODS OF PAYMENT

- 11.1 Payments are to be made within sixty (60) days following presentation of a standard invoice issued by UNIMORE. Payments relating to the financing of doctoral scholarships are excluded from invoicing, as this is an institutional activity of UNIMORE.
- 11.2 Original copy of invoices must be sent to TETRA PAK to the following electronic email address (PEC) tetrapak@legalmail.it.
- 11.3 The sums are to be paid out by TETRA PAK by PAGOPA System as required by D. Lgs. 217/2017; the SDI code for electronic invoicing is 6RA2G2T.

12 ART. 12 - USE OF THE NAME AND THE TRADEMARK

- 12.1 Nothing in this AGREEMENT grants a PARTY any entitlement to use any name, trademark, or other designation of the other PARTY (including the PARTIES’ abbreviations) for purposes of advertising or any other promotional activity. Use by TETRA PAK of the names “UNIMORE” or of the name of any Department of UNIMORE shall be permitted exclusively in scientific contexts.
- 12.2 Subject to TETRA PAK’s written consent, UNIMORE can add the name of TETRA PAK, without reference to the research carried out, to a list of principals of the University, which may be published on the University website.
- 12.3 TETRA PAK may not be cited in any context without its prior written approval and may never be cited for advertising/publicity purposes.

13 ART. 13- APPLICABLE LAW - EXCLUSIVE JURISDICTION

- 13.1 This AGREEMENT and the IMPLEMENTATION CONTRACTS are governed by Italian law.
- 13.2 Any dispute that may arise among the PARTIES in relation to the interpretation, performance and/or validity of the AGREEMENT and of each IMPLEMENTATION CONTRACT will be submitted to the exclusive jurisdiction of the Courts of Modena.

14 ART. 14 - SOLE AGREEMENT

14.1 This AGREEMENT and any IMPLEMENTATION CONTRACT constitute one sole agreement.

14.2 This AGREEMENT and its individual articles, and the referred and attached annexes, have been carefully examined, discussed and negotiated by the PARTIES. Consequently, Articles 1341 and 1342 of the Italian Civil Code do not apply.

15 ART. 15 - AMENDMENTS AND ADDITIONS TO THE AGREEMENT

15.1 No amendment or addition to this AGREEMENT and/or any IMPLEMENTATION CONTRACT or NDA will be deemed valid or binding on the PARTIES unless it is made in writing and signed by all PARTIES digitally via Cades or Pades, if in electronic format.

16 ART. 16 - RELATIONSHIPS BETWEEN THE PARTIES AND THIRDPARTIES

This AGREEMENT creates no associative relationship, joint venture or agency arrangement among the PARTIES, but it only regulates the aforementioned collaboration among the PARTIES. In no event will any PARTY be entitled to act, by virtue of this AGREEMENT, vis-à-vis THIRD PARTIES in the name and on behalf of the other PARTIES.

17 ART. 17 – NO ASSIGNMENT

This AGREEMENT may not be assigned by any PARTY without the prior written consent of the other PARTIES.

18 ART. 18 - EXPENSES AND DIGITAL SIGNATURE

18.1 This AGREEMENT will be entered into by means of electronic signature of both PARTIES and sent by certified e-mail. It is subject to stamp duty from the outset, paid virtually by UNIMORE pursuant to Articles 15 and 15-bis of the Presidential Decree No. 642 of 26 October 1972 and is subject to registration in case of use pursuant to Article 5 of Presidential Decree No. 131 of 26 April 1986, as amended.

18.2 TETRA PAK undertakes to reimburse to UNIMORE, within 60 (thirty) days from the request, the stamp duty paid virtually, with payment through PAGOPA as provided for by Legislative Decree 217/2017.

List of Annexes:

- Annex 1: FORMAT OF IMPLEMENTATION CONTRACT;
- Annex 2: FORMAT OF COMMITMENT TO CONFIDENTIALITY;
- Annex 3: SOFTWARE
- Annex 4: FORMAT OF AGREEMENT FOR ACTIVATION AND FINANCING OF THE PHD PROGRAM.
- Annex 5: LETTER OF INTEREST FOR FUNDING OF A PHD SCHOLARSHIP

Tetra Pak Packaging Solutions S.p.A.

Date

Signature

Name Roberto Mastri

Title Managing Director

Date

Signature

Name Davide Cavazza

Title Finance Director

University of Modena and Reggio Emilia

Date

Signature

Name

Title

Date

Signature

Name

Title

ANNEX 1

[FORMAT OF IMPLEMENTATION CONTRACT]

To

University of Modena and Reggio Emilia

Via

IMPLEMENTATION CONTRACT under the FRAMEWORK AGREEMENT for Scientific Collaboration signed on __ (the “AGREEMENT”).

Dear Sirs,

with reference to the AGREEMENT signed on _____, indicated in the subject line, and following our previous correspondence, we hereby entrust University of Modena and Reggio Emilia (*hereinafter referred to as “UNIMORE”*) with carrying out the activity called: _____, according to the terms set forth in the following points and in the attached technical specifications (Appendix 1), which also report the terms of delivery and the method of presentation of the expected RESULTS (*hereinafter the “Research Activities”*).

This letter shall constitute an IMPLEMENTATION CONTRACT under the AGREEMENT. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the AGREEMENT.

[The Parties have on the [date] concluded a NDA, copy of which is enclosed hereto as Appendix 2 or

The Parties refer to Article 6 of the AGREEMENT to regulate confidentiality, which also covers TETRA PAK’s Confidential Information disclosed before and in view of this IMPLEMENTATION CONTRACT.]¹

The confidentiality undertaking as per Article 6 of the AGREEMENT shall cease to apply on _____.

The Scientific Coordinator for UNIMORE will be Prof. / Ing. _____, e-mail _____, tel. _____, who will be supported by his/her research group and may make use, under his/her own scientific responsibility and subject to our prior written notice, of external professional services, who will all be considered and treated as Relevant Individuals.

Our Research Manager will be Mr./Ms. _____, e-mail _____, tel. _____.

Communications related to this IMPLEMENTATION CONTRACT will be considered valid if exchanged between the following persons, using the contact information listed below:

- For UNIMORE

¹ delete the part of the text that does not apply

- Department of

..... @

and

- For TETRA PAK:

-

The duration of this IMPLEMENTATION CONTRACT will run from the date of your acceptance until _____; any extensions shall be mutually agreed in writing.

For the completion of the Research Activities, without any exceptions, and as the total and overall consideration for carrying out of the Research Activities (including all related costs, expenses and disbursements borne by UNIMORE and/or any of the Relevant Individuals), as well as for any and all rights granted and obligations undertaken by UNIMORE hereunder and under the AGREEMENT, TETRA PAK undertakes to pay to UNIMORE the amount of €., (euro /___), plus VAT as per law (hereinafter also the “**Consideration**”). The Consideration shall be paid in instalments, as better specified below.

For each instalment, regular electronic invoice will be issued, due 60 (sixty) days from invoice date.

The relevant payment must be made to UNIMORE via _____.

The traceability of financial flows is guaranteed by the PagoPa system or the bank transfer system. The

Company/Firm/Entityis/is not subject to Split Payment.

Electronic invoices will be transmitted to the following SDI/IPA code **6RA2G2T**.

The Consideration respectively due shall be paid as follows:

___ (%) within (.) days of acceptance of this assignment;

___ (%) within (.) days of delivery of the interim report;

___ (%) within (.) days of receipt and approval by TETRA PAK, in writing, of the final REPORT and all of the DELIVERABLES specified in the attached technical specifications (Appendix 1).

*[only in case of D.U.V.R.I. - Interference Risk Assessment Document]: supplemented as follows:
.....].*

[The Department Manager and the Research Manager are invited to consider and arrange for the inclusion of an additional clause for the processing of personal data, should the subject of the research involve a massive data exchange or the processing of personal data as referred to in Art. 4.2 of the GDPR]²

The stamp duty, if to be borne by us, will be paid online by UNIMORE, holder of Min. auth. no. _____

² delete the part of the text that does not apply

and reimbursement will be requested through a duly issued invoice.

All terms and conditions set forth in the AGREEMENT shall apply to this IMPLEMENTATION CONTRACT and to the Research Activities, including, but not limited to, as regards the DELIVERABLES and RESULTS of the Research Activities; upon your acceptance, this IMPLEMENTATION CONTRACT, the attached technical specifications (Appendix 1) and the AGREEMENT shall constitute one sole agreement.

[UNIMORE declares and warrants that for the execution of the present IMPLEMENTATION CONTRACT no UNIMORE Background IPR will be necessary to allow TETRA PAK to derive full use and benefit of the RESULTS.

OR

UNIMORE declares and warrants that for the execution of the present IMPLEMENTATION CONTRACT, UNIMORE Background IPR identified in Appendix 3 will be necessary to allow TETRA PAK to derive full use and benefit of the RESULTS.

Upon request, UNIMORE shall grant to TETRA PAK a non-exclusive, world-wide, perpetual and (once fully paid) irrevocable licence to use said Background IPR for a lump-sum compensation of_euro + VAT if needed.

Such compensation shall be paid at the end of the Research Activities when TETRA PAK will be able to assess that UNIMORE Background IPR is actually needed to derive full use and benefit of the RESULTS.]³

Please return this IMPLEMENTATION CONTRACT signed for acceptance. Best regards

Tetra Pak Packaging Solutions S.p.A.

Date

Signature

Name

Title

Signature

Name

Title

³ delete the part of the text that does not apply

For acceptance:

University of Modena and Reggio Emilia

Date

Signature

Name

Title Scientific Coordinator

Signature

Name

Title The Department Manager

Signature

Name

Title The Head of the Department/
General-director

Appendix 1 to the IMPLEMENTATION CONTRACT TECHNICAL SPECIFICATIONS

Title:

Description (contents/WP/activities):

Gantt Deliverables (with duration of activity):

	T0	T0+1	T0+2	T0+3	T0+4	T0+5			
WP1									
WP2									
WP3									
.....									

WP1:

WP2:

WP3:.....

ANNEX 2

(delete the part of the text that does not apply)

COMMITMENT TO CONFIDENTIALITY IN COMPLIANCE WITH THE AGREEMENT/IMPLEMENTATION CONTRACT BETWEEN UNIVERSITY OF MODENA AND REGGIO EMILIA AND TETRA PAK PACKAGING SOLUTIONS S.p.A.

I, the undersigned _____ born in _____ on __/__/____ and resident in _____, as [student, doctoral student, collaborator, professor, researcher,]⁴ at [the Department of _____ (hereinafter referred to as "UNIMORE")]⁵

HAVING VIEWED

- the framework agreement signed on between UNIMORE, on the one side, and TETRA PAK PACKAGING SOLUTIONS S.p.A. (hereinafter "TETRA PAK"), on the other side,(the "Agreement"), and
- the IMPLEMENTATION CONTRACT (as such term is defined in the Agreement)

UNDERTAKE UNCONDITIONALLY

by signing this commitment, to:

- maintain, with the due diligence, the confidentiality of all information, knowledge, documents or objects of any nature received from TETRA PAK, either directly or through other Relevant Individuals (as such term is defined in the Agreement), or however received in the performance of the Agreement and/or any IMPLEMENTATION CONTRACT (the "Confidential Information").
- limit the dissemination of Confidential Information to the needed Relevant Individuals within UNIMORE only and solely;
- return to UNIMORE (that shall return to TETRA PAK) all documents, files, notes, or other binders containing Confidential Information, including copies thereof, upon request by UNIMORE or TETRA PAK;
- comply under any other aspect with all the provisions and obligations imposed on UNIMORE in the Agreement, in any IMPLEMENTATION CONTRACT and/or NDA (as such term is defined in the Agreement), to which - as recipient of the Confidential Information - I declare to adhere.

Any breach of this obligation will entitle UNIMORE and/or TETRA PAK to take action in court or seek other legal remedies to stop the prejudicial conduct and recover damages suffered as a result of such breach.

(Signature)

⁴ delete the part of the text that does not apply

⁵ delete the part of the text that does not apply

ANNEX 3

Software

In this Annex:

- A. “**Software**” means all software code including freeware, shareware and open-source software and all manuals, guides and documentation related to such software (in whatever format), as well as any update, upgrade, new version, fix, development, modification or improvement thereto, that is developed, created and/or supplied to Tetra Pak under this Agreement including without limitation as a part of the Results;
 - B. “**Tetra Pak**” means Tetra Pak Packaging Solutions S.p.A., any other Tetra Pak Associated Company and/or any other third-party customer or user.
 - C. “**Implementing Party**” means University of Modena and Reggio Emilia.
 - D. “**AI Compliance Requirements**” means any and all applicable laws, regulations, guidelines, and industry standards governing the use, development, deployment, and/or management of AI Technology (as defined in Article 5 of this Annex), including but not limited to the Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (the “EU AI Act”), data protection legislation, ethical guidelines, and sector-specific regulations.
1. All Software shall be made available by the Implementing Party both in object code and in source code format, in order for Tetra Pak to be able to fully exercise its rights under this Agreement except where the Parties have expressly provided in the Implementing Agreement that the Software shall be made available by the Implementing Party only in object code.
 2. The Implementing Party ensures that the documentation relating to the Software will be complete, accurate and sufficient to enable Tetra Pak to make full use of the Software, including, but not limited to, understand, maintain, amend and operate the Software.
 3. The Implementing Party warrants that the Software are free from security vulnerabilities, viruses and other malicious code, and does not and will not contain any program code, programming instruction or set of instructions that have been constructed with the ability to damage, interfere with, disable, adversely affect any software or otherwise negatively impact the operation or business of Tetra Pak, Tetra Pak Associated Companies or any of Tetra Pak’s customers.
 4. The Implementing Party further warrants to use highest industry standard and technology (including as required by AI Compliance Requirement) to identify, screen, and prevent the Software from any virus, trojan horse, worms, file infectors, boot sector infectors or other data gathering or collecting

software or devices that could, if triggered, erase customer data, have an adverse impact on the Software, cause hardware, software or other resources to become inoperable or otherwise incapable of being used in the full manner for which such hardware, software or other resources were intended to be used, or collect customer data or information. Furthermore, The Implementing Party warrants that Software incorporating or otherwise created using AI Technology (as defined below) have undergone sufficient testing as required by AI Compliance Requirements to ensure quality and reliability of such Software.

5. If the Implementing Party proposes to use any artificial intelligence (“AI”) software, tool or system, including, but not limited to, generative AI or other advanced computational techniques performing tasks typically requiring human intelligence, including but not limited to data analysis, predictive analytics, and automated decision-making (any such hereafter referred to as an “AI Technology”) in the creation of the Software, the Implementing Party must obtain Tetra Pak’s prior written approval to do so. When requesting such approval from Tetra Pak, the Implementing Party shall provide a detailed explanation of the specific AI Technology it proposes to use in producing the Software, including information about the provider of the AI Technology and the AI Technology’s risk classification according to the EU AI Act, as well as associated benefits and risks with the use of such AI Technology. Such approval is also needed upon any change or modification to the AI Technology. If the use of AI Technology is approved by Tetra Pak, the Implementing Party shall: (i) ensure that the use of the AI Technology does not result in a use of information, data or other materials in breach of any obligation of this Agreement, including but not limited to the confidentiality obligations; (ii) take necessary measures (such as, but not limited to, by securing sufficient human contribution) to ensure that Tetra Pak can claim ownership to any Software generated by the use of the AI Technology, (iii) comply with AI Compliance Requirements (iv) ensure that all parts of Implementing Party’s personnel using AI Technology as a part of performance of the services receive regular and adequate AI literacy trainings and understand the benefits and risks associated with the use of AI Technology and (v) clearly mark any Software incorporating or made with AI Technology as incorporating or made with AI Technology.

Open source software and third-party software

6. Any inclusion of open-source software or any third-party software in any of the Foregrounds/Software must be approved in writing by Tetra Pak in advance. For purposes of requesting such approval, the Implementing Party shall therefore inform Tetra Pak in writing before any such inclusion may be implemented about all open-source software or third-party software that the Implementing Party wishes to include in the Foregrounds/Software and shall also provide Tetra Pak with copies of the license terms under which such parts of the software would be licensed to Tetra Pak in case of inclusion. Should any such information be subject to any confidentiality obligation, either Tetra Pak will be asked to enter into a specific confidentiality agreement with the third party under reasonable terms and conditions or the Implementing Party will agree with the third party which information can be shared so that Tetra Pak may understand which are the main license terms and can take a conscious decision on its inclusion or not in the Foregrounds/Software.
7. Unless specifically agreed to between the Parties in writing, the Software shall not include any open-

source software that is licensed under terms that:

- can be regarded as partly closed, meaning that derivative works of the open-source software must
- under some circumstances be re-licensed under the exact same licence terms (such as, but not limited to, MPL (Mozilla Public License) and the LGPL (Lesser GNU Public License);
- can be regarded as reciprocal, viral or "copyleft", meaning for instance that if anyone incorporates any such open source software into an application, (a) they must release the application's full source code and/or similar information about surrounding hardware and/or (b) they must allow others to freely modify and redistribute their source code under the same licence terms (such as, but not limited to, the GNU General Public License (GPL) versions 1-3); or
- otherwise reasonably can be regarded as a potential threat to Tetra Pak.

Documentation and bug fixing and Acceptance Test

8. The Implementing Party shall be responsible for documentation and bug fixing at no additional cost for Tetra Pak. "Bug fixing" shall include, but not be limited to, correcting defects, errors, and security vulnerabilities in the Software.
9. A final acceptance test shall be performed in order to demonstrate that the Foregrounds/Software meet all the requirements set forth in this Agreement ("Final Acceptance Test"). The Parties shall agree on (i) a period of time after the delivery of the Result(s) when the Final Acceptance Test shall take place, and (ii) the procedures and details for the performance of the Final Acceptance Test.
10. In the event that the Final Acceptance Test has been unsuccessfully performed, a written report of any non-conformity or defect shall be made by Tetra Pak to the Implementing Party. The Implementing Party shall perform corrections without delay and within the agreed period of time but, if not specifically agreed, not later than two (2) weeks after its receipt of Tetra Pak's notice of non-compliance. Tetra Pak shall inform the Implementing Party of any non-conformities or defects as soon as reasonably possible. This process shall, with the limitation that may follow from Tetra Pak's right of termination or other rights under this Agreement, be repeated until the Final Acceptance Test has been successfully performed and the Implementing Party shall use its best efforts to correct any non-conformities or defects so as to enable, as soon as possible, a successful completion of the Final Acceptance Test.

Acceptance does not relieve the Implementing Party from its responsibilities and liabilities under this Agreement.

Cybersecurity Requirements

11. The Implementing Party shall support Tetra Pak's compliance with Directive (EU) 2022/2555 ("NIS2") by implementing and maintaining appropriate technical and organizational measures to manage risks to the security of network and information systems involved in the Software or its provision. These measures shall support robust cybersecurity practices and ensure the integrity and

security of the Software. Furthermore, such measures shall include but are not limited to: (i) the implementation of adequate information security procedures; (ii) the use of cryptography and encryption; (iii) effective asset management; (iv) physical and environmental security controls; (v) strong access controls and authentication mechanisms; (vi) network security measures; and (vii) secure development practices.

12. Implementing Party acknowledges the risks and the importance of cybersecurity and cyber hygiene practices, and shall: (i) participate in Tetra Pak's own awareness raising program, when offered by Tetra Pak; (ii) ensure that its personnel have the relevant skills, receive regular cybersecurity awareness training and hold appropriate certification; (iii) conduct background checks on personnel in line with the requirements in NIS2 and applicable law; and (iv) cooperate with Tetra Pak to implement and ensure adherence to Tetra Pak's access control, supply chain security policies, and any other procedures, plans or policies communicated by Tetra Pak.
13. Implementing Party shall ensure that its subcontractors and any third parties in the supply chain, including but not limited to any providers of third-party software that is included in any of the Foregrounds/Software referenced in point 7 above, are subject to equivalent security and risk management requirements as in this Annex. Implementing Party shall also establish and implement processes to manage risks related to the supply of "ICT services" or "ICT products", as defined in NIS2, for components critical to Tetra Pak's network and information systems security.
14. To ensure the continued provision of the Software, Implementing Party shall: (i) conduct regular risk assessments; (ii) maintain up-to-date business continuity and disaster recovery plans; (iii) uphold crisis management and incident management procedures; (iv) handle any vulnerabilities that present a security risk for and/or to the Software; as well as (v) report any detected vulnerabilities and suspicious events to Tetra Pak.
15. For appropriate and prompt incident response measures, the Implementing Party must follow Tetra Pak's reporting policies as applicable from time to time and appoint a contact for incident coordination with Tetra Pak. Upon becoming aware of a "significant incident", as defined in NIS2, the Implementing Party must: (i) within twenty-four (24) hours, provide all necessary details to enable a NIS2 compliant early warning to the competent authorities, and take steps to mitigate harm; (ii) within seventy-two (72) hours after the early warning, provide further information and an initial assessment to support a NIS2 compliant incident notification to the competent authorities; and (iii) within one (1) month, provide all information needed for the final or progress report to the competent authorities, including incident details, impact, root cause, and mitigation, as required by NIS2.
16. The Implementing Party shall regularly self-assess the effectiveness of its cybersecurity risk-management measures and provide audit reports and evidence of compliance with NIS2 requirements upon Tetra Pak's request.
17. Upon termination of the Implementing Agreement, the Implementing Party shall delete all Tetra Pak information acquired during the provision of the Software, in accordance with the terms of the Implementing Agreement.

ANNEX 4

[FORMAT OF] Agreement for activation and financing of the PhD program

Spett.le
Università degli Studi di Modena e Reggio Emilia
Via Università n. 4
41121 Modena (MO)

Certified e-mail

offertapostlaurea@pec.unimore.it

**OBJECT: AGREEMENT FOR THE FUNDING OF 1 SCHOLARSHIP FOR THE
PHD PROGRAM IN ".....". ____ CYCLE, ACADEMIC YEAR ____/ ____ (the
“Agreement”)**

BETWEEN

the University of Modena and Reggio Emilia (hereinafter referred to as the "University"),
in the person of the Director General pro tempore, Dott. Enrico Periti, domiciled for the
office in Modena, Via Università, no. 4, tax code 00427620364;

AND

the Department of of the University of Modena and Reggio Emilia,
with registered office in in the person of the Director pro tempore
Prof., domiciled for the office at the Department;

AND

Tetra Pak Packaging Solutions S.p.A. (hereinafter referred to as the "Funder" or "Tetra
Pak"), with registered office in 41123 Modena, Via Delfini n. 1 tax code and VAT no.
00907680367 in the person of its legal representative _____, Managing
Director, and _____, Finance Director,

GIVEN art. 4 of law no. 210 of 3/7/1998, which provides that Universities, with their own
regulations, shall regulate the institution of PhD programs, the procedures for access and
for achieving the qualification, the educational objectives and the relative degree
programs, the duration, the contribution for access and attendance, the procedures for
awarding and the amount of the scholarships, as well as the agreements with public and
private entities, in conformity with the general criteria and the eligibility requirements of
the sites determined by Ministerial Decree;

GIVEN the Ministerial Decree of 11/9/1998 that, in implementation of Law no. 315 of
3/8/1998, art. 2 establishes that as of 1/1/1999 the aforementioned study grants are subject
to the payment of the INPS contribution to a separate management;

GIVEN the Ministerial Decree no. 226 of 14/12/2021, which issued the Regulations on the
accreditation of PhD centres and programmes and the criteria for the establishment of
PhD programs by accredited bodies;

GIVEN the University Regulation on PhD programs;

GIVEN the Ministerial Guidelines for the accreditation of PhD programs;
CONSIDERED that the Funder is interested in the execution and development of research activities in the subject areas of the aforementioned PhD programs, according to the research programs defined with the University, also in the form of hosting PhD program participants at its premises;

CONSIDERED that the University and Tetra Pak have entered into a Framework Agreement, signed on __/__/____, hereinafter the "Framework Agreement".

The activity covered by this Agreement is governed, to the extent not provided for in the clauses herein, in the following order:

- the provisions laid down in the Framework Agreement;
- the applicable legislation in force.

In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Framework Agreement, the provisions of this Agreement shall prevail solely to the extent that the Framework Agreement is expressly and specifically derogated by the terms of this Agreement.

THE FOLLOWING IS AGREED AND STIPULATED:

Art. 1 The University, in the event of activation of the PhD program in "....." Cycle ____, Academic Year __/____, with a three-year duration (in addition to any extensions or suspensions and, in any case, until the achievement of the title) the administrative headquarters at the University, undertakes to provide n. 1 PhD scholarship (the "PhD Scholarship") funded in accordance with the provisions of this Agreement and in accordance with the provisions, requirements, procedures and criteria established by current university legislation on the subject, in addition to those already made available to the aforementioned PhD program and financed with funds from the University budget. The University will provide the PhD Scholarship to the successful candidate in the ranking list, in possession of the prescribed legal requirements, within the time and in the manner provided by law, for research on the topic/area _____.

Art. 2 The Funder agrees to pay the University, for the three-year scholarship (in addition to any extensions or suspensions and, in any case, until the degree is awarded):

- a) the sum of € __,____.____ for the academic year __/____, of € _____.____ for the academic year __/____ and of € _____.____ for the academic year __/____, inclusive of statutory charges, to be allocated to the financing of the PhD Scholarship to be awarded to the PhD student who is favourably ranked, and who meets the requirements prescribed by the relevant legislation in force. The above sum shall be such as to ensure that the amount of the scholarship corresponds to that of each scholarship funded by the University, inclusive of social security and tax charges payable by the University;
- b) the sum of € _____.____ per year, as contribution to general expenses;
- c) the sum of € _____.____ per year, corresponding to the annual per person premium relating to the " Accident" Policy, to cover accidents occurring to, among others, those enrolled in PhD programs; and the sum of € _____.____ per year, corresponding to the per person per year

premium for the "Third Party Liability and Workers' Compensation" policy, for the extension of the personal liability of persons who, for various reasons, attend and use University facilities, also to damages caused to University facilities, to property owned by or in use by the University, to students and to employees and/or collaborators working for the University;

d) the sum of € _____. as a budget for research activities, aimed at supporting the PhD student's research activities in Italy and abroad (art. 9, paragraph 4 of Ministerial Decree 226/2021), net of social security and tax charges payable by the University;

e) upon request by the University, a possible integration of the amount of the scholarship, to the extent of 50%, in proportion to and in relation to the periods of stay abroad agreed with Tetra Pak envisaged as part of the PhD student's scientific training and previously authorised by the competent University bodies and in any case not exceeding a total of 12 months. This period may be extended up to a maximum overall period of eighteen months for PhD programs co-tutored with foreign subjects or activated pursuant to Article 3, paragraph 2 of Ministerial Decree 226/2021. It is understood that any additional grant amount higher than € 6,000.00 shall have to be agreed by Tetra Pak;

f) any amount required by the law or due as a consequence of the postponement of the PhD program attributable to the program ministerial planning, to cover further increases of the grant, in the budget for research activities related to the increases in the scholarship, insurance premiums and/or any other charges;

g) any sum that may subsequently be agreed by Tetra Pak with the University as a possible additional operating contribution;

h) any sums to cover possible extensions of the duration of the scholarship.

The sums referred to in points a), b), c) and d) of this article, for a total amount of EUR _____. shall be paid to the University in a single instalment upon the signing of this agreement using PAGOPA as provided for by Legislative Decree 217/2017.

Tetra Pak's financial commitment under this Agreement shall not exceed €[X], including any amounts under letters f) and g), and, in any case, any additional amounts under letters f) and g) shall be subject to prior written approval by the Tetra Pak

The amounts referred to in points e), f) and g), relating respectively to the integration of the amount of the scholarship for any periods abroad, for any increases in the scholarship and budget for research activities, or any greater charges established by law and for any additional operating contributions shall be paid to the University within 60 days of the relative request of the University and the approval of the Funder.

The increase in the amounts referred to in point f) above shall take effect from the same date from which the potential additional charges and the improvements established in favour of the PhD scholarship(s) granted by the University and the relative budget for research activities shall take effect.

Art. 3 In the event that the PhD student awarded the scholarship does not complete the programme of activities planned for the previous year, verified in accordance with the procedures established by the regulations, or renounces the scholarship while proceeding with the program, or renounces pursuing the PhD program, the remaining part of the

scholarship shall be awarded by the University to the first PhD student in the ranking list, regularly enrolled in the aforementioned PhD program, who does not receive a grant or similar form of funding, in accordance with the University Regulations on PhD programs, and - in the event that the PhD student renounces the grant by continuing the PhD program - the amount of the budget for research activities per Art. 2 letter d) shall remain payable, pro quota, to the University, for allocation to the PhD student.

The award of this scholarship does not give rise to an employment relationship with the University or the Funder.

3) (As an alternative to the above - delete the unselected option) In the event that the PhD student awarded the scholarship does not complete the program of activities planned for the previous year, verified in accordance with the procedures established by the regulations, or renounces the scholarship while proceeding with the program, or renounces pursuing the program, the remaining part of the scholarship shall not be awarded and the University shall return the remaining amount to the Funder. In the event that the PhD student renounces the scholarship while proceeding with the program, the amount of the budget for research activities shall remain due to the University for allocation to the PhD student.

The award of this scholarship does not give rise to an employment relationship with the University or the Funder.

Art. 4 Without prejudice to the obligation of the Funder to make the payments referred to in article 2 of this Agreement, within the terms therein indicated, the University reserves the right to proceed, subject to a warning and formal notice, pursuant to article 1454 of the Italian Civil Code, in the event the Funder fails to fulfil the payment obligations referred to in article 2. The right of the University to claim compensation for damages arising from the Funder's breach shall in any case be unaffected only in case of gross negligence or willful misconduct.

Art. 5 This Agreement shall be terminated, pursuant to Article 1353 of the Italian Civil Code, in the event of

1. failure to activate the PhD program referred to in Article 1;
2. failure to launch the call for applications for admission to the aforesaid program;
3. absence of applications for admission to the program;
4. unsuitability of all applicants to the call for applications

The early termination of the Framework Agreement shall not affect this Agreement but the terms and conditions set forth in articles 3.3 and 3.5 of the Framework Agreement shall survive and also apply to this Agreement.

Art. 6 As regards the rules governing the application for admission, the conduct of the PhD program in question and the obligations to which the scholarship holder enrolled in the said program is subject, specific reference is made to the relevant regulations in force, as well as to the relevant notice of competition for admission to the PhD program; references to university regulations on PhD programs also refer to subsequent

amendments.

Art. 7 This Agreement shall run and last for the same period as the PhD program referred to in Article 1 above.

Art. 8 To protect PhD students, the University has taken out and shall maintain the following insurance policies:

- third-party liability policy for damage to persons and property caused to third parties;
- employer liability policy for personal injury of the PhD students;
- an "Accident" policy to cover accidents occurring to, among others, those enrolled in PhD programs at the University of Modena and Reggio Emilia while carrying out their activities.

The texts of the policies are available on the website <http://www.affaristituzionalicontrattigare.unimore.it/site/home/assicurazioni.html>

Art. 9 The University provides insurance cover for PhD students for accidents at work with INAIL, with the system of insurance cover on behalf of the State, pursuant to and within the limits of Presidential Decree no. 567 of 10 October 1996, as amended and supplemented.

It should be noted that this cover only applies to accidents occurring during technical-scientific experiments and practical and work-related exercises, excluding accidents, such as commuting accidents, that are not related to the specific activity for which the legal obligation exists (INAIL Circular no. 28 of 23 April 2003).

Art. 10 In the event of an accident occurring at the Funder's premises, in the context of and during the hosting of the participant in the PhD program and during the performance of the activities covered by this Agreement, the Funder itself undertakes to immediately report the event to the competent Department of _____, certified email address _____, administrative headquarters of the PhD program as per art. 1, in order to allow the same to make the relative report within the terms provided by the law or the insurance contract.

It is understood that the existence of such policies shall not affect the exercise of any liability, damage and compensation actions against third parties.

Art. 11 The processing and use by the University of any information concerning the activities referred to in this Agreement and/or products or services of Tetra Pak, of which the University has in any way come into possession under this Agreement, will be regulated as provided for by article 6 "Confidentiality" of the Framework Agreement recalled in the preamble.

Art. 12 The ownership of the Results and the IPR will be governed by art. 5.9 of the Framework Agreement.

The University will cause all staff, including each PhD candidate, who is involved in the activities referred to in this Agreement to execute a commitment letter, in accordance with

the model annexed to the Framework Agreement (Annex 2).

The publication of the doctoral thesis, as well as of any intended scientific publication and deriving from the request funded by the doctoral grant, must be referred to Tetra Pak according with article 7 of the Framework Agreement.

The provisions of the Framework Agreement will apply to this Agreement, including but not limited to art. 9 – Protection of Personal Data, art. 15 – Amendments and Addition to the Agreement, art. 17 – No Assignment and art. 18 – Expenses and Digital Signature.

Art. 13 The parties undertake to solve amicably any disputes arising from this Agreement between them. For any dispute that may arise among the parties regarding the interpretation, execution and termination of this Agreement, the Court of Modena shall have exclusive jurisdiction.

Art. 14 This Agreement, drafted in the form of a letter contract, will be finalised by digital signature and sent by certified e-mail.

It is subject to stamp duty in the event of use (Article 24, Tariff, Annex A, Part Two - Presidential Decree No. 642 of 26 October 1972, as amended) and is subject to registration in the event of use pursuant to Article 1 of the Tariff - Part Two attached to Presidential Decree No. 131 of 26 April 1986, as amended.

The Funder undertakes to digitally sign this Agreement and to send it to the institutional email address of the Department and to the certified email address offertapostlaurea@pec.unimore.it of the University of Modena and Reggio Emilia, which shall return it to the Funder upon completion.

Any expenses and taxes related to this Agreement shall be paid by the Funder.

Tetra Pak Packaging Solutions S.p.A.

University of Modena and Reggio Emilia

Date

Date

Signature

Signature

Name

Name

Title

Title

Date

Date

Signature

Signature

Name

Name

Title

Title

ANNEX 5

[FORMAT OF] Letter of interest for funding of a PhD Scholarship

To the Rector

Of the University of Modena e Reggio Emilia

Certified e-mail

offertapostlaurea@pec.unimore.it

SUBJECT: Letter of interest for funding a scholarship for the PhD program in
"

____"

**for the academic year _____, cycle ___, with administrative seat at the University of
Modena and Reggio Emilia.**

Mr/Mrs. and Mr/Mrs., as legal representative of the Tetra Pak Packaging Solutions S.p.A. (hereinafter referred to as "Funder", "Company" or "Tetra Pak"), with registered office 41123 Modena, Via Delfini n. 1 tax code and VAT no. 00907680367, hereby confirms to the University of Modena and Reggio Emilia its interest in financing a three-year scholarship for the attendance of a student on the PhD program in subject, having a duration of three years.

The University and Tetra Pak have entered into a Framework Agreement, signed on __/__/__, hereinafter the "Framework Agreement". The activity related to the PhD program shall be governed by the Framework Agreement, particularly with regard to intellectual property rights and confidentiality obligations, and by a specific agreement for activation and financing of the PhD program, using the template included in Annex 4 of the Framework Agreement, to be signed by the parties within __/__/__ (the "Agreement").

The commitment to financing shall imply the Company's obligation to pay the University the following amounts, according to deadlines to be agreed upon in the Agreement:

a) the sum of € __, __. __ for the academic year ____/____, of € __, __. __ for the academic year ____/____ and of € __, __. __ for the academic year ____/____, inclusive of statutory charges, to be allocated to the funding of the scholarship to be awarded to the PhD student who has been successfully ranked in the ranking list and who meets the requirements established by the relevant regulations in force. The aforementioned sum shall be such as to ensure that the amount of the scholarship corresponds to that of each scholarship financed by the University, gross of social security and tax charges payable by the University;

- b) the sum of € __. __. __ **per year**, as contribution to general expenses;
- c) the sum of € __. __ **per year**, corresponding to the annual per person premium relating to the "Accident" Policy, to cover accidents occurring to, among others, those enrolled in PhD programs; and the sum of € __. __ **per year**, corresponding to the per person per year premium for the "Third Party Liability and Workers' Compensation" policy, for the extension of the personal liability of persons who, for various reasons, attend and use university facilities, also to damages caused to university facilities, to property owned by or in use by the University, to students and to employees and/or collaborators working for the University;
- d) the sum of € __. __. __ as a budget for research activities, aimed at supporting the PhD student's research activities in Italy and abroad (art. 9, paragraph 4 of Ministerial Decree 226/2021), net of social security and tax charges payable by the University;
- e) upon request by the University, a possible integration of the amount of the scholarship, to the extent of 50%, in proportion to and in relation to the periods of stay abroad agreed with Tetra Pak envisaged as part of the PhD student's scientific training and previously authorised by the competent University bodies and in any case not exceeding a total of 12 months. This period may be extended up to a maximum overall period of eighteen months for PhD programs co-tutored with foreign subjects or activated pursuant to Article 3, paragraph 2 of Ministerial Decree 226/2021. It is understood that any additional grant amount higher than € 6,000.00 shall have to be agreed by Tetra Pak;
- f) any amount required by the law or due as a consequence of the postponement of the PhD program attributable to the program ministerial planning, to cover further increases of the grant, in the budget for research activities related to the increases in the scholarship, insurance premiums and/or any other charges;
- g) any sums to cover increases in the budget for research activities related to the increases referred to in letter f);
- h) any sum that may subsequently be agreed by Tetra Pak with the University, as a possible additional operating contribution.

The Company's financial commitment under the Agreement shall not exceed €[X], including any amounts under letters f) and g), and, in any case, any additional amounts under letters f) and g) shall be subject to prior written approval by the Company.

The processing and use by the University of any information concerning the activities referred to in the Agreement and/or products or services of Tetra Pak, of which the University shall in any way come into possession under the Agreement, will be regulated as provided for by article 6 "Confidentiality" of the Framework Agreement.

The ownership of the Results and the IPR, as defined in the Framework Agreement, will be governed by art. 5.9 of the Framework Agreement.

The University will cause all staff, including each PhD candidate, who is involved in the activities referred to in the Agreement to execute a commitment letter, in accordance with the model annexed to the Framework Agreement (Annex 2).

The publication of the doctoral thesis, as well as of any other intended scientific publication and deriving from the request funded by the doctoral grant, must be referred to Tetra Pak according with article 7 of the Framework Agreement.

The provisions of the Framework Agreement will apply to the Agreement, including but not limited to art. 9 – Protection of Personal Data, art. 15 – Amendments and Addition to the Agreement, art. 17 – No Assignment and art. 18 – Expenses and Digital Signature.

Any change in the name of the PhD program covered by the Agreement or in the start date of the PhD program shall have no automatic effect on the present letter of interest, which shall remain in full force and effect unless otherwise notified by Tetra Pak.

Tetra Pak declares that it possesses suitable personnel, facilities and equipment, as well as high cultural and scientific qualification requirements.

Furthermore, the Company undertakes as of now to comply with the provisions of Article 9 of Ministerial Decree 14.12.2021, no. 226 of 14 December 2021, concerning "Regulations on the accreditation of PhD centres and programs and criteria for the establishment of PhD programs by the accredited bodies", all the regulatory provisions on PhD programs and any amendments and additions thereto, as well as the provisions established by the competent Academic Bodies of the University of Modena and Reggio Emilia concerning the subject matter in question. The University shall notify the Company in advance and in writing of any amendments, additions or new provisions that may affect the Company's obligations under the Agreement, allowing sufficient time for the Company to assess and agree on any necessary adjustments.

To this purpose, the Company hereby makes itself available, once this letter of interest is accepted by the University of Modena and Reggio Emilia and the Agreement is signed, to provide the payment in a single instalment of the entire amount of the PhD scholarship, equal to €_____, relating to the sums referred to in points a), b), c) and d). The sums referred to in points e), f) and g), relating respectively to the integration of the amount of the scholarship for any periods abroad, for any increases in the scholarship and the budget for research activities, or any additional charges established by law and for any additional operating contributions shall be paid to the University within 60 days of the relative request of the University and the approval of the Funder.

The increase of the sums referred to in point f) shall take effect from the same date on which any higher charges and the improvements established in favour of the PhD scholarship(s) granted by the University and the relative budget for research activities shall take effect.

Best regards.

The legal representative
(digital signature)

The legal representative
(digital signature)