**IP GUIDELINES NBFC**

**PREAMBLE**  
The IP Guidelines aim to provide direction for the allocation and management of IP Rights arising from creative and/or inventive activities carried out within projects coordinated, funded, or co-funded by NBFC. This includes activities undertaken by NBFC members and/or affiliates, as well as **cascade funding calls** (issued by NBFC or its members) benefiting third parties ("Projects" or, when referred to individually, "Project").

**DEFINITIONS**  
**Hub**: National Biodiversity Future Center (or “NBFC”).  
**Spoke Leader**: the entities coordinating the Spokes within the Projects. The Spoke Leaders are as follows: (i) National Research Council of Italy; (ii) University of Milano-Bicocca; (iii) University of Palermo; (iv) University of Siena; and (v) University of Padua.  
**IP Rights**: patents, registered and unregistered **designs**, trademarks and other distinctive signs, copyrights and related rights, rights on trade and business secrets, as well as any other type of industrial and/or intellectual property rights currently or prospectively provided for under Italian or foreign law or international conventions.  
**Background IP**: any data, know-how, information, creation, or invention — in any form and of any nature (tangible or intangible), including all related IP Rights — owned by the Spokes, members and/or affiliates of NBFC, and/or other Participants, prior to their involvement in the Projects and which is necessary for their participation in the Projects and/or the exploitation of the Foreground IP (see below).

**Sideground IP**: any data, know-how, information, creation, or invention — in any form and of any nature (tangible or intangible), including all related IP Rights — generated concurrently with and/or within three years following participation in the Projects by the Spokes, members and/or affiliates of NBFC, and/or other Participants, during the Project execution period but not as a result of executing the Projects, excluding Background IP and Foreground IP.  
**Foreground IP**: any data, know-how, information, creation, or invention — in any form and of any nature (tangible or intangible), including all related IP Rights — generated concurrently with and/or within three years following participation in the Projects by the Spokes, members and/or affiliates

of NBFC, and/or other Participants, resulting directly from the execution of the Projects, excluding Background IP and Sideground IP.

**IP Board**:  
The IP Board of NBFC, composed of three members, one of whom serves as Chairperson, is appointed by resolution of the Board of Directors, upon the proposal of the Chairperson of the Board of Directors.

* The members of the IP Board – other than the Innovation Director, who is a member ex officio – will be selected based on their professional experience and qualifications with respect to the Project(s).
* The IP Board is convened by the General Director, who organizes its work, at least once every 3 months. Meetings may also take place remotely. Extraordinary meetings may be scheduled upon written and reasoned request from the Participants
* The IP Board is responsible for (i) making decisions and providing opinions on IP Rights matters and (ii) monitoring the activities of the Project(s) concerning IP Rights, in compliance with and in accordance with the provisions of these IP Guidelines and the subsequent IP Regulation.
* More specifically, the IP **Board *functions as an implementing body* *(serves as the executive authority)*** for the IP Guidelines as set forth in Articles: 2.4, 4.1.2, 4.2.1, 4.3.1, 4.3.3, 4.3.4, 4.3.9, 4.4.2, 5.3, 5.4, 5.6, 6.1, 7.1, 9.2.
* The term of the IP Board will coincide with that of the Hub.
* The IP Board makes decisions by majority vote of its members, and in the case of a tie, the Chairperson's vote will prevail.
* In the event that one of the members of the IP Board is in a position of conflict of interest with respect to one of the activities entrusted to the IP Board, he/she shall notify the other members of the IP Board of this circumstance and abstain from the relevant deliberations
* Detailed regulations regarding the operation and functioning of this **body/organism** are provided in the IP Regulation, which will be prepared by the General Director within 90 days of the approval of these IP Guidelines.

**Innovation Director**: supports the General Director. Defines the strategic innovation plan. Is responsible for the activities related to the valorization of research results through the use of specific tools. Is responsible for the Biodiversity Science Gateway.

**IP Regulation:** is the tool for implementing and providing detailed provisions in relation to the IP Guidelines and will be drafted by the Hub. The IP Regulation regulates the detailed management and operational aspects of IP Rights activities, in accordance with the IP Guidelines.

**IP Guidelines**

1. **Target Recipients:** Spoke Leaders, Spokes, members and affiliates of the Hub, as well as other entities with whom they collaborate within the organization in work units and other participants in the Projects, including entities selected through cascade funding calls (collectively also referred to as "Participants" or, when intended individually, "Participant").
2. **Ownership and Management of Background IP**  
   2.1. The Background IP shall remain the property of its respective owners.  
   2.2. Each Spoke Leader, with the support of the Participants in each Project, undertakes to identify and submit a list of Background IP to NBFC at the start of each Project.  
   2.3. All Participants are required to make their Background IP available free of charge for the purpose of implementing the Projects and conducting non-commercial research activities carried out in execution of the same Projects.

2.4. Without prejudice to the provisions of Article 5.7, all Participants must commit to making their Background IP available for the subsequent exploitation of the Foreground IP derived therefrom, in exchange for fair and reasonable compensation to be determined in good faith through a separate agreement—or, in the absence of an agreement, by an expert appointed by the IP Board. Participants must disclose, prior to the start of each Project, any rights granted to third parties or third-party rights that may hinder such availability.

2.5.NBFC and the Participants remain committed to maintaining the utmost confidentiality regarding the Background IP, in accordance with Article 8.

1. **Ownership and Management of Sideground IP**

3.1. The Sideground IP shall remain the property of its respective creators.  
3.2. Each Spoke Leader, with the support of the Participants in each Project, undertakes to identify and submit a list of Sideground IP to NBFC at the conclusion of each Project.  
3.3. NBFC and the Participants remain committed to maintaining the utmost confidentiality regarding the Sideground IP, in accordance with Article 8.  
3.4. Any use of the Sideground IP by Participants who are not its owners must be negotiated at the discretion of the owners through a separate agreement.

1. **Ownership, Management, and Valorization of Foreground IP**
   1. **Ownership of Foreground IP**

**4.1.1.** Without prejudice to NBFC's role in coordinating, funding, and/or co-funding the Projects and promoting the valorization of the Foreground IP, as well as its entitlement to compensation, the ownership of the Foreground IP shall belong to the Participant(s) who created it. NBFC expressly waives any claim to co-ownership, in exchange for its right to compensation as specified in Article 4.4. In cases where multiple Participants have contributed to the development of the Foreground IP, it shall be jointly owned by such Participants ("Co-owners"); otherwise, it shall belong solely to the Participant who developed it ("Owner").

**4.1.2.** The shares of co-ownership shall be allocated in proportion to the tangible contributions of each Participant (excluding NBFC) to the achievement of the Foreground IP. These contributions may include financial investments, provision of Background IP, laboratories, equipment, materials, human resources, and scientific/intellectual contributions. The allocation of shares will be determined by mutual agreement among the Co-owners or, failing such agreement, by the IP Board. If the respective contributions are not easily measurable, the IP Board may decide to assign equal co-ownership shares.

**4.1.3.** Notwithstanding the general rule stated above, specific cascading calls may establish a different allocation of the Foreground IP among the Participants, without prejudice to NBFC's entitlement to compensation as specified in Article 4.4.

**4.2. Protection and Management of Foreground IP**

**4.2.1.** The protection and management of the Foreground IP shall be entrusted to the Owner or, in the case of co-ownership, to the Co-owner holding the largest share of the Foreground IP ("Procedure Manager")*.* If multiple Co-owners hold equal shares, protection and management shall be assigned to the Co-owner jointly designated by the other Co-owners with equal shares or, in the absence of agreement, the Co-owner appointed by the IP Board. If the Co-owner with the largest share refuses or renounces the role of Procedure Manager, the next-largest shareholder shall assume the role, and so forth. The costs for the protection and management of the Foreground IP shall be allocated among the Co-owners in proportion to their shares of co-ownership.

**4.2.2.** The Procedure Manager, in compliance with the IP Regulation and the provisions of Article 4.3, may make all decisions regarding the Foreground IP, such as selecting the IP consultant, determining the most suitable form of protection, extending IP Rights to foreign jurisdictions, managing disputes with third parties, and handling settlements. If the Procedure Manager intends to proceed with the foreign extension of patents within the Foreground IP, the Procedure Manager shall notify the other Co-owners, who will have 10 days to express their dissent. After this period, the Procedure Manager may proceed freely. If one or more Co-owners express dissent, the foreign extension will occur in the name and at the expense of the remaining Co-owners.

**4.2.3.** For the sake of clarity, the IP Regulation will outline detailed operational criteria to govern the Procedure Manager's activities in accordance with these IP Guidelines. This includes the possibility for Co-owners to sign a separate agreement setting out minimum conditions for the joint management and exploitation of the Foreground IP.

**4.3. Exploitation and Valorization of Foreground IP**

The Owner or Co-owners and NBFC shall carry out and promote the effective exploitation and valorization of the Foreground IP towards third parties, which may take place through the following methods:

**4.3.1.** Without prejudice to the provisions of Article 4.3.2.1., the Owner (or Co-owners) of the Foreground IP and NBFC may directly exploit, even independently of each other and with prior notification to the others, such Foreground IP for research purposes and

in the execution of the Projects, without any mutual compensation for this direct exploitation. However, regarding the use of Foreground IP for its industrial exploitation, which the Co-owners may also carry out independently, they must recognize a fair and reasonable compensation to one another, to be determined in good faith through a separate agreement, in compliance with the respective ownership shares of the Co-owners. If it is not possible to agree in good faith on the compensation mentioned in the preceding paragraph, its quantification shall be determined through a technical appraisal by an expert appointed by the IP Board.

**4.3.2.** If the Owner is a private entity or if one or more Co-owners are private entities ("Private Partner(s)") participating in the Projects, such entity/entities—without prejudice to the provisions of Articles 4.3.11, 4.3.12, and 5 regarding access rights—may:

**4.3.2.1.** Exercise an option right, within 45 days from the conclusion of each Project, to use the Foreground IP under an exclusive license, paying royalties to the other Co-owners of the Foreground IP. These royalties shall be calculated at market rates and distributed according to their respective shares of co-ownership (excluding, of course, the share owned by the entity requesting the license), after deducting NBFC's share as per Article 4.4. If multiple Private Partners are interested in obtaining an exclusive license, each shall be granted a license, but with a commitment by the Owner/Co-owners not to grant additional licenses to other Participants or third parties.

**4.3.2.2.** Only after having obtained an exclusive license for at least 5 years, the Private Partner(s) may exercise an option right to purchase the licensed Foreground IP, by paying a sum corresponding to the valuation, conducted by an independent specialist, of the Foreground IP based on the royalties generated during the licensing period and future prospects. From this sum, a share corresponding to the ownership already held by the entity/entities exercising the purchase option shall be deducted, along with the share due to NBFC as per Article 4.4.

**4.3.3.** In the absence of Private Partners or if they do not express interest in exercising the above-mentioned option rights, the Owners or the Co-Owners, with the assistance of NBFC and through the Procedure Manager, may exploit the Foreground IP by means of a license or assignment to third parties to be settled by separate agreements, or by the establishment of Spin-offs which may apply for a license where necessary.

**4.3.4.** Without prejudice to the provisions of Article 4.2.3, the granting of licenses to third parties and transfers shall be managed by the Procedure Manager, following consultation with the IP Board regarding the royalties or the transfer price to be applied. For the sole purpose of transferring to third parties, the Procedure Manager must obtain the consent of Co-owners representing at least 50% of the co-ownership shares of the Foreground IP.

**4.3.5.** The Procedure Manager shall also be responsible for collecting royalties generated from the exploitation and valorization of the Foreground IP, or the sale price in the case of a transfer, and for distributing the respective shares to the other Co-owners, after deducting the share owed to NBFC pursuant to Article 4.4.

**4.3.6.** If a third party offers to purchase the Foreground IP, Co-owners who do not wish to sell their share shall have a right of first refusal to purchase the shares of the Co-owners who do wish to sell, at the same price (on a pro-rata basis) offered by the third party. It is understood that, if more than one Co-owner is interested in exercising the right of first refusal, they shall jointly proceed with the purchase in proportion to their respective shares.

**4.3.7.** Without prejudice to the rights granted to Private Partners, if the Owner/Co-owners wish to sell their share of the Foreground IP, they must first offer it to the other Co-owners, specifying the price. If the other Co-owners are not interested in purchasing at that price, the selling Co-owner may offer it to third parties. Should a third party present an offer to purchase, the right of first refusal provided for in Article 4.3.6 shall apply.

**4.3.8.** Each Private Partner may declare, at the start of each Project, their intention to acquire full ownership of the Foreground IP derived from it. However, such acquisition shall only be possible if the Private Partner obtains an exclusive license for at least 5 years for the Foreground IP, as specified in Article 4.3.2.1 above, and at the price calculated according to the methods indicated therein.

**4.3.9.** In any case, any transfer of Foreground IP must be preceded by notification and approval from the IP Board, and must respect the exploitation rights set out in Articles 4.3.11 and 4.3.12, as well as the access rights specified in Article 5.

**4.3.10.** In the cases described above, the amounts to be distributed among the selling Co-owners shall first be reduced by the portion due to NBFC under Article 4.4, with the

remaining amount to be divided among the other Co-owners in proportion to their shares.

**4.3.11.** Without prejudice to the access rights under Article 5, even after the granting of exclusive licenses or the transfer of Foreground IP, all original Co-owners and NBFC shall retain the right to use such Foreground IP for purposes of study, research, and demonstration of their activities. Such rights must be clearly communicated to all licensees and transferees, and appropriate clauses ensuring these rights must be included in the respective license or transfer agreements. Universities and research institutions must also retain the right to use such Foreground IP for their educational and institutional research purposes carried out by their teaching and research staff, expressly excluding research activities conducted on behalf of third parties. Such rights must be clearly communicated to all licensees and transferees, and appropriate clauses ensuring these rights must be included in the respective license or transfer agreements.

**4.3.12.** Notwithstanding the provisions of these guidelines, any usage and/or access rights established by other legal regulations shall remain unaffected.

**4.4. The Role of NBFC and Compensation Due to It**

**4.4.1.** NBFC coordinates activities aimed at the creation, development, and protection of the Foreground IP, expressly waiving any claim to co-ownership of the same. NBFC may also promote the valorization of the Foreground IP through third parties (including potential specific marketing activities). In consideration of these activities carried out by NBFC, NBFC shall be entitled to a 5% share (“Compensation”) of the net revenues (understood as gross revenues net of VAT) derived from the licensing or transfer of the Foreground IP.

**4.4.2.** It is understood that NBFC shall be entitled to receive the Compensation only for the first seven years of operation of each license, while no time limit shall apply to NBFC’s right to receive, as Compensation, a share of the proceeds from the transfer of the Foreground IP. In the event that NBFC’s activities cease while such rights to receive Compensation are still pending, the IP Board shall notify the other Participants of the methods for reallocating such Compensation, within the limits of the law.

**4.5. Disclosure of Foreground IP**

Each Spoke Leader, with the assistance of the Owner(s) of the Foreground IP, undertakes to identify and submit a list of Foreground IP to NBFC during the execution of the Projects and upon their completion. NBFC and the Participants remain committed to maintaining the utmost confidentiality regarding the Foreground IP, in accordance with the provisions of Article 8.

**5. Access Rights and Publications**

**5.1.** NBFC and the Participants shall have the right to access, upon written request, all information related to the Projects in which they are involved, free of charge and on a non-exclusive basis, while maintaining all necessary confidentiality to avoid compromising the execution of the Projects and/or the protection of the Foreground IP derived therefrom. For specific provisions regarding access to Background IP, Sideground IP, and Foreground IP, reference is made to Articles 2, 3, and 4 of these IP Guidelines. The access right shall remain in effect as long as the Participants are part of the Project(s). If a Participant leaves the Project(s), they must continue to ensure access to their information, Background IP, and Foreground IP as provided in these IP Guidelines to allow the continuation of work.

**5.2.** All information shared between NBFC and the Participants in specific Projects may only be used for the purposes stated in each Project, in accordance with Article 8, and may not be disclosed to third parties, subject to the general access rights of third parties under Article 5.5.

**5.3.** *Where affiliates of the Participants request access to Background IP or Foreground IP that their respective affiliated companies have access to, such access may be authorized by the IP Board if necessary to enable the Participants to proceed with the direct exploitation of the Foreground IP.* (non è chiaro neanche in italiano) In such cases, each relevant Participant commits to notifying the IP Board at the start of each Project. The IP Board must authorize such access and ensure that specific confidentiality clauses are signed. The Participant must also guarantee that their affiliated company operates in compliance with these IP Guidelines and have the affiliate sign a written commitment to that effect. For all other cases, the affiliates of the Participants must submit a written and reasoned request to the IP Board, which reserves the right to decide after consulting with the owners of the involved Background IP and Foreground IP. If the IP Board authorizes such access, it shall be regulated by a specific agreement that ensures compliance with these IP Guidelines, and the authorized parties must sign specific confidentiality clauses.

**5.4.** If a Participant wishes to obtain access to information related to Projects other than those in which they have participated, they may submit a written and reasoned request to the IP Board, which reserves the right to decide after consulting with the owners of the involved Background IP and Foreground IP. If the IP Board authorizes such access, it shall be regulated by a specific agreement that ensures compliance with these IP Guidelines, and the authorized parties must sign specific confidentiality clauses.

**5.5.** In line with best practices, international standards, and the guidelines of the European Commission, Participants in individual Projects—while ensuring the protection and valorization of Foreground IP and in compliance with the confidentiality provisions of Article 8—must guarantee open access to their research results (such as publications of original scientific research results, raw data and metadata, sources, digital graphical and image representations, and scientific multimedia materials) as quickly as possible and with minimal restrictions. This must be done in accordance with

the principles of "Open Science" and "Fair Data," as well as the provisions outlined in the HUB's Data Management Plan.

**5.6.** If any entity involved in the Projects wishes to produce publications for scientific or educational purposes or present at conferences concerning information resulting from participation in such Projects, they must first obtain approval from the IP Board. This ensures that the ability to protect any inventions or other creations mentioned in the publication is not compromised. The IP Board will also consider the specific sector related to the invention or creation before authorizing such activities. The IP Board must provide its response within 10 days of receiving the request. If the IP Board remains silent beyond this timeframe, the requesting party shall consider themselves authorized to proceed with the publication. Once such publication is authorized (explicitly or through the silence-consent mechanism mentioned above), it must always acknowledge—following the format specified by the IP Board—the affiliation with NBFC and the funding of the Projects under the PNRR. This includes explicit reference to funding by the European Union and the NextGenerationEU initiative, with the inclusion of the EU logo in project documentation. This must comply with the Guidelines for Information and Communication Actions by Implementing Entities issued by the MUR and ensure adequate dissemination and promotion of the Projects, in accordance with Article 34 of Regulation (EU) 2021/241. Universities may also explicitly indicate the affiliation of faculty members to their respective academic structures at their home institution.

**5.7.** The Participants mutually authorize each other, as well as NBFC, to use their respective distinctive signs, particularly their trademarks, solely for the purpose of communication activities related to the Project. The use of such distinctive signs must comply with professional integrity and avoid creating misleading messages regarding the roles of the Participants within the Project, in accordance with the Guidelines for Information and Communication Actions by Implementing Entities issued by the MUR. With regard to trademarks, the Parties agree to respect the graphical standards established by each trademark owner. It is understood that any use of trademarks or other distinctive signs of the other Participants beyond the scope specified above must be expressly authorized by their respective owners.

**6. Relations with Researchers (Professor's Privilege)**

**6.1.** Given the recent amendment (via Article 3 of Law No. 102 of July 24, 2023) to the regime of the so-called "Professor's Privilege" as previously provided under Article 65 of the Industrial Property Code, the following provisions are established:

(i) For all inventions made by researchers at universities or public research institutions prior to August 23, 2023, and not funded by third parties, but falling within the scope of the Projects or their follow-up activities, universities and public research institutions undertake, where necessary, to have their researchers sign an agreement to join the Projects. Through this agreement, the researchers shall declare their personal participation in the Projects, alongside their affiliated institution, and accept these IP

Guidelines. These agreements, signed by the researchers, shall then be transmitted to NBFC.

(ii) Pursuant to the new wording of Article 65 of the Industrial Property Code currently in force after the amendment introduced by Law No. 102 of July 24, 2023, all inventions made after August 23, 2023, by researchers (including fixed-term researchers) at a university (including legally recognized private universities), a public research institution, or a scientific hospitalization and treatment institute shall be directly owned by the aforementioned institutions. These institutions may freely dispose of such inventions in compliance with these IP Guidelines. Furthermore, to ensure the protection and valorization of the Foreground IP, the same institutions undertake—except in exceptional cases, to be notified to the IP Board—not to allow the expiration of deadlines provided under the new legal provisions (Article 65 of the Industrial Property Code, paragraph 3, as amended by Law No. 102 of July 24, 2023) for patenting any inventions made by their researchers within the scope of the Projects.

**7. Spin-offs**

**7.1.** If certain Participants intend to develop Spin-offs based on Sideground IP or Foreground IP, two scenarios are distinguished:  
(i) If the activity carried out within the Spin-offs is based on Sideground IP, the provisions of Article 3 shall apply.  
(ii) If, instead, the activity of the Spin-off is based on Foreground IP, the Participants must notify the IP Board of the establishment of such Spin-offs and communicate which Foreground IP assets are intended for use. Specifically, the IP Board must verify that the activities carried out by such Spin-offs are not in conflict with the IP Guidelines.

**7.2.** In the cases outlined in point (ii) of Article 7.1, the Spin-offs undertake—where necessary—to obtain a license for the use of the Foreground IP pursuant to Article 4 of the IP Guidelines.

**7.3.** In any case, in consideration of NBFC's role in coordinating and valorizing the Foreground IP, the Spin-offs shall recognize NBFC’s Compensation as specified in Article 4.4.

**7.4.** The ownership of IP Rights subsequently generated by the Spin-offs referred to in Article 7.1 shall remain exclusively with the Spin-offs themselves.

**8. Confidentiality**

**8.1.** All information, regardless of its form or method of communication, that is disclosed by a Participant to any other Participant in connection with the Project(s) during its implementation and explicitly marked as "Confidential" at the time of disclosure, or where oral disclosure is identified as Confidential at the time of presentation, shall be considered confidential information.

**8.2.** Background IP, Sideground IP, and Foreground IP, where shared, shall be considered confidential information unless otherwise indicated by the owner, in accordance with Articles 2, 3, and 4 of these IP Guidelines and subject to the provisions of Article 8.7.

**8.3.** A Participant who becomes aware of the information referred to in points 8.1 and 8.2 undertakes not to disclose it, not to make it accessible to third parties in any way, and not to use it except for the purpose for which it was disclosed. The same Participant further commits not to duplicate, copy, reproduce, record, or otherwise represent such confidential information, except as necessary for the execution of the Project(s) and in compliance with these IP Guidelines.

**8.4.** The Participant receiving the confidential information shall be responsible for ensuring compliance with the above obligations on behalf of its employees or third parties it involves in the Project(s).

**8.5.** Each Participant receiving confidential information shall promptly notify the Participant owning such information, in writing, of any unauthorized disclosure, misappropriation, or misuse of confidential information upon becoming aware of such disclosure.

**8.6.** The provisions of Article 8 shall remain in effect even after the conclusion of the Project(s).

**8.7.** The provisions of this article shall not apply in cases where the information classified as confidential: (i) is already in the public domain or freely accessible; (ii) the owner informs the receiving Participant that it is no longer confidential; (iii) the receiving Participant demonstrates that it lawfully accessed the information from a third party; (iv) the sharing of such information is required by law or a judicial authority; or (v) the communication of such information is provided for by the provisions contained in the documentation related to the Project(s).

**9. Miscellaneous**

**9.1.** Notwithstanding the provisions of these IP Guidelines, the Participants undertake to comply with all legal provisions, notices, conventions, and financial grant decrees related to the Projects and/or the performance of their activities. In the event of a conflict between the above and the IP Guidelines, the Participants must inform the Spoke Leaders, who shall promptly notify NBFC at the start of each Project to assess possible solutions on a case-by-case basis.

**9.2.** In the event of disputes between Participants concerning Background IP, Sideground IP, or Foreground IP, the Participants agree to refer the matter to the IP Board to seek an amicable resolution. If the Participants fail to reach an amicable resolution within three (3) months of reporting the matter to the IP Board, the dispute shall be submitted to arbitration in accordance with the rules of the National and International Arbitration Chamber at the Bar Association of Rome. The seat of arbitration shall be in Rome.