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Memorandum of Understanding for IBISBA

Michael O'Donohue, Gilles Bariteau, Sonia Debeche, Pauliina Tukiainen

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Memorandum of Understanding

Industrial Biotechnology Innovation and Synthetic Biology Acceleration

IBISBA

BETWEEN THE SIGNATORIES:

1. Institut national de recherche pour l'agriculture, l'alimentation et l'environnement (INRAE)

Established in: 147 Rue de l'Université – 75007 PARIS, FRANCE

Represented by: Mr Philippe Mauguin, acting as Chief Executive Officer (CEO)

Hereinafter referred to as "The Secretary", a "Founding Party"

2. Agencia Estatal Consejo Superior de Investigaciones Cientificas (CSIC)

Established in: 117 Calle Serrano – 28006 MADRID, SPAIN

Represented by: Dr Angeles Gomez Borregon Vice president International Affairs

3. Commissariat à l'Énergie Atomique et aux Énergies Alternatives (CEA)

Established in: 25 Rue Leblanc – 75015 PARIS, FRANCE

Represented by: Mr(s) Elsa CORTIJO acting as Director of Fundamental Research

4. Consiglio Nazionale delle Ricerche (CNR)

Established in: 7 Piazzale Aldo Moro – 00185 ROMA, ITALY

Represented by: Prof.ssa Maria Chiara Carrozza, acting as President

5. Fraunhofer Gesellschaft Zur Foerderung Der Angewandten Forschung E.V. (Fh)

Established in: 27C Hansastrasse – 80686 MUNCHEN, GERMANY

Represented by: Dr. Markus Wolperdinger acting as Director Fraunhofer Institute for Interfacial Engineering and Biotechnology IGB

6. INRAE Transfert S.A. (IT)

Established in: 28 Rue du Docteur Finlay – 75015 PARIS, FRANCE

Represented by: Mrs Réjane LE TINÉVEZ, Executive Director

7. National Technical University of Athens (NTUA)

Established in: Heroon Polytechniou 9 Zographou Campus – 15780 ATHINA, GREECE

Represented by: Prof. Ioannis K. Chatjigeorgiou, acting as Vice-Rector for Research and Lifelong Education

8. Rheinisch-Westfaelische Technische Hochschule Aachen (RWTH)

Established in: 55 Templergraben – 52062 AACHEN, GERMANY

Represented by: Prof. Dr. rer. nat. Dr. h. c. mult. Ulrich Rüdiger, Rektor

9. Teknologian tutkimuskeskus VTT Oy (VTT)

Established in: 3 Vuorimiehentie – 02150 ESPOO, FINLAND

Represented by: Mrs Tua Huomo acting as Executive Vice President

10. The University of Manchester (UNIMAN)

Established in: Oxford Road – M13 9PL MANCHESTER, UNITED KINGDOM

Represented by: Dr Andrew Walsh, Acting as Director of Research and Business Engagement Services

11. Universitat Autònoma de Barcelona (UAB)

Established in: Campus de la UAB, Cerdanyola, 08193 Bellaterra, BARCELONA, SPAIN

Represented by: Dr. Armand Sanchez Bonastre, Vice-Rector for Research and Transfer

12. Università Degli Studi Di Napoli Federico II (UNINA)

Established in: Corso Umberto I, 40 – 80138 NAPOLI, ITALY

Represented by: Prof Gionata De Vico, acting as Director of the Biology Department

13. Universite de Nantes (UN)

Established in: 1 Quai de Tourville – 44035 NANTES CEDEX 1, FRANCE

Represented by: Mrs Carine BERNAULT, acting as President of the University

14. Vlaamse Instelling Voor Technologisch Onderzoek N.V. (VITO)

Established in: 200 Boeretang – 2400 MOL, BELGIUM

Represented by: Mr. Dirk Fransaer, acting as Managing Director

15. Wageningen University (WU)

Established in: Stippeneng 2 – 6708 WE WAGENINGEN, NETHERLANDS

Represented by: Mr(s)Dr.ir Sjoukje Heimovaara, acting as Managing Director

Hereinafter collectively referred to as “the Founding Parties”

AND

“The New Parties”,

who will join this Memorandum of Understanding by the accession procedure defined in Section 3

Together referred to as individually as “a Party” or collectively as “the Parties”

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PREAMBLE

The Founding Parties previously agreed to combine forces in order to create a pan-European entity that will be invested with the mission of bringing industrial bioprocesses to maturity more quickly, linking best-in-class R&D facilities to provide seamless multi-technology services. They are currently present in eight (8) European member states and the United Kingdom.

IBISBA will be a European distributed multi-site research infrastructure (RI).

The Founding Parties cooperated to prepare and support a candidature that was presented to the European Science Forum for Research Infrastructure (ESFRI) by French government authorities. Having been successful, in September 2018 IBISBA was added to the ESFRI roadmap, which constitutes the European Union's strategy document for RI. It is expected that IBISBA will become a fully-fledged operational infrastructure within the next 10 years and before September 2028.

*Operation of IBISBA requires the creation of a legal entity, **EU-IBISBA**, that will serve as the vector to deliver the IBISBA vision, providing a range of services to support R&I in industrial biotechnology*

The Founding Parties of the IBISBA Vision have already built and launched, under the coordination of INRAE, two Horizon 2020 projects: IBISBA 1.0 (2017-2021, Grant Agreement n° 730976), and/or PREP-IBISBA (2020-2024, Grant Agreement n° 871118):

*Within the framework of **IBISBA 1.0**, the Founding Parties have provided a first demonstration of how the future pan-European entity can achieve its goals. Focusing on the different R&D phases in bioprocess development and working in the framework of IBISBA 1.0, consortium partners are offering transnational access to their RI, developing some basic procedures for harmonization of business practices, defining certain business processes and developing web-based informatics tools to support IBISBA and the management of its knowledge assets.*

*Since 1st January 2020 and for 48 months, the Founding Parties are now engaged in an IBISBA Preparatory Phase (**PREP-IBISBA**) that is funded by the European Commission and governed by a Consortium Agreement signed by its beneficiaries. The aim of this project is to support activities that will bring the IBISBA vision to fruition and lead to the creation of a legal entity, consistent with the expectations of the ESFRI committee and the declared willingness of the Founding Parties, but also to begin implementation of IBISBA business processes, this phase being programmed to begin during PREP-IBISBA and to extend beyond it. PREP-IBISBA is executed by the Founding Parties, but it involves a wide range of stakeholders (RI owners, RI users and founders) who will play a variety of roles in the preparation and implementation of EU-IBISBA.*

Although PREP-IBISBA provides a framework and partial funding to prepare and implement IBISBA, the resources supplied by PREP-IBISBA are insufficient to meet all the needs of a fully-fledged pan-European research infrastructure. Therefore, the Founding Parties must engage in work aimed at identifying financial and material resources to ensure EU-IBISBA sustainability and ultimately secure its success at the end of the 10-year period.

IBISBA intends to federate a global community of IB practitioners and stakeholders. Therefore, during the preparation and growth phases, it is anticipated that New Parties, pursuing technical, scientific, business or political goals and representing public or private sector interests, will join the Founding Parties to support the IBISBA Vision, in the field of Industrial Biotechnology (see definition in Attachment 1).

This Agreement provides non-binding guidelines to all IBISBA partners.

NOW, THEREFORE, the Parties have reached the following understanding:

SECTION 1. THE PURPOSE AND SCOPE OF THE IBISBA MEMORANDUM OF UNDERSTANDING

1.1 THE PURPOSE OF THIS MoU

The aim of this Memorandum of Understanding is to establish a common agreement between the Parties regarding EU-IBISBA, a future pan-European legal entity invested with the mission of producing services for Industrial Biotechnology R&D&I stakeholders in collaboration with a network of R&D facilities in the field of Industrial Biotechnology. The purpose of the MoU is to ensure that the resources necessary to support the creation and early operation of EU-IBISBA are made available, especially during the critical period that will follow the end of funding in the framework of the Horizon 2020 project PREP-IBISBA. This MoU will thus be a **vector** for Founding Parties and New Parties to commit to this objective (hereinafter “The Purpose”). To this end, the MoU describes general guidelines for commitment and for the accession of New Parties.

1.2 THE LEGAL SCOPE OF THIS MoU

This MoU **does not legally bind** the different Parties together, nor with any National or European authority.

It is established that this agreement does not supersede upon any legal contracts or consortium agreements that the Parties have already signed or will sign independently of this MoU.

By way of exception to the present section, in order to ensure that processes are manageable, the Secretary (as defined later) is mandated by the Parties to sign in their name and on their behalf: (i) accession documents for the New Parties as provided in Attachment 2, subject to the procedure of accession defined in Section 3.2, and (ii) confidentiality agreements, in case confidential information needs to be exchanged within the General Assembly (see Section 8 and Attachment 3). For the sake of clarity, the parts of this document that are legally binding are **framed and highlighted**.

SECTION 2. THE PARTIES OF THIS MoU

This MoU first addresses the fifteen PREP-IBISBA Beneficiaries. However, it also addresses other stakeholders interested by the Purpose. Accordingly, this MoU identifies two signatory categories, the Founding Parties (2.1) and the New Parties (2.2).

2.1 THE FOUNDING PARTIES

2.1.1 THE SECRETARY

The Secretary is INRAE, represented by Philippe MAUGUIN, who delegates responsibility for IBISBA to Michael O’ DONOHUE.

The Secretary will assume responsibility for coordination of the activities of the MoU as described in Section 5.1, including implementation of the process to integrate New Parties, subject to rules of entry, and convening of the General Assembly as defined hereinafter.

2.1.2 THE OTHER FOUNDING PARTIES

The Founding Parties are signatories of the MoU and are also Project Beneficiaries of PREP-IBISBA. Their relationship, rights, and obligations with respect to PREP-IBISBA project are unaltered, since these are governed by the PREP-IBISBA Consortium Agreement and Grant Agreement, these latter prevailing over the MoU for this scope.

2.2 THE NEW PARTIES

The MoU is open to New Parties who will receive the same rights as the Founding Parties within the framework of the MoU.

A New Party might be:

- a facility owner in the field of Biotechnology;
- a research operator, in the field of Biotechnology;
- an industrial operator in the field of Biotechnology;
- a national institution having interests under its statutes or missions in the field of Biotechnology;
- a European institution having interests under its statutes or missions in the field of Biotechnology;
- any entity assembling several of the above stakeholders within local, regional, national organisations or nodes;
- any entity not listed above for which it could be demonstrated that its entry into the MoU will have an interest for the Purpose.

A New Party might hold any status, public or private, profit or non-for-profit organisation.

SECTION 3. THE SIMPLIFIED PROCEDURE TO ACCESS THIS MoU

One of the goals of this MoU is to extend the IBISBA stakeholder community and secure support for the IBISBA Vision (3.1). Therefore, this MoU provides a simplified procedure by Accession Document to become a New Party in it (3.2).

3.1 A SCALABLE MoU

This MoU strives to provide a simple framework to link Parties, so that any entity interested in the IBISBA Vision can show (hereinafter called Applicant Entity) their interest by joining it, to implement the Purpose.

Accession to the MoU implies that the New Parties consent and agree to all its terms, without renegotiation.

3.2 THE SIMPLIFIED PROCEDURE TO ACCESS THIS MoU

For an Applicant Entity to become a party to this agreement, two conditions must be fulfilled:

1. obtain consent of the General Assembly;
2. sign the Accession Document (Attachment 2) by the New Party and the Secretary.

3.2.1 APPROVAL OF THE GENERAL ASSEMBLY

The General Assembly (see Section 6.2) is the sole body competent to validate applications from Applicant Entities.

The Applicant Entity must express in writing its willingness to integrate this IBISBA MoU to at least one of the Parties or possibly the IBISBA management using the IBISBA website contact function (<https://www.ibisba.eu/Contact>). Such Declarations of Interest from Applicant Entities can be submitted using any appropriate written means, including e-mail messaging. The receiving Party or administrator of the website, the case may be, will inform the Secretary and the latter will inform all Parties.

Declarations of interest should clearly state why the Applicant Entity wishes to join the IBISBA MoU and describe the nature of their proposed commitment.

Upon receipt of a Declaration of Interest, the General Assembly will have 45 calendar days to deliver a decision. The decision can be taken using any transparent, auditable method, including electronic surveying and the result of the decision process can be communicated to the Applicant Entity using any appropriate written means, including e-mail messaging.

The General Assembly will make its decisions by a majority of two thirds (2/3) of the votes – under the quorum rules as defined in Section 6.2.2

For this procedure, the Parties mandate, by the present MoU, the Secretary, to submit and sign in its name and on behalf of other Parties, after General Assembly's positive consent, the standard Accession Document defined hereinafter.

3.2.2 SIGNATURE OF THE ACCESSION DOCUMENT AND EFFECTIVE DATE

Once the General Assembly has notified its consent to admit an Applicant Entity to join the MoU, the Applicant Entity and the Secretary will dispose of 30 calendar days after the decision to sign the Accession Document.

Accession as Party to the MoU will become effective starting from the date indicated on the signed Accession Document.

The different commitments are defined in the following section.

SECTION 4. THE MORAL COMMITMENTS

This section exemplifies and describes typical traceable and not legally binding “moral commitments” that might be made by the Parties.

4.1 GENERAL GUIDELINES – PROCEDURE

4.1.1

The Founding Parties already have obligations regarding PREP-IBISBA's implementation.

The Founding Parties already engage resources in the framework of H2020 IBISBA 1.0 and PREP-IBISBA projects according to the specific contractual obligations of these projects.

Within the framework of this MoU, each Party is expected to contribute at least to the common goal of sharing and promoting the IBISBA Vision and to support the creation and operation of the EU-IBISBA legal entity.

Parties have the possibility to go above and beyond this moral commitment, engaging in ways that are not already consented to in other contractual arrangements between Parties.

4.1.2

Additional efforts listed in Annex 4 will be proposed by the Secretary to the Parties at any adequate time. Parties desirous to provide additional efforts will inform the Secretary in writing. Each Party will be informed of all additional efforts consented by the other Parties.

4.2 THE MINIMAL LEVEL OF CONTRIBUTION: TO SHARE THE IBISBA VISION AND TO SUPPORT THE CREATION AND SUSTAINABILITY OF EU-IBISBA

Throughout the duration of the MoU, each Party to this MoU will share and promote the IBISBA Vision, which aims to create a pan-European distributed infrastructure that will uniquely produce translational R&D&I services to an international community of industrial biotechnology stakeholders. IBISBA aims to simplify access to advanced multidisciplinary services that accelerate end-to-end bioprocess development and contribute to the delivery of low carbon, low environmental footprint technologies for a wide variety of market sectors.

To do this, Parties will endeavour to promote the IBISBA vision at all levels within and beyond their organization, including their professional network and public decisionmakers. Parties might relay information pertaining to IBISBA on their website(s), or using social media, and citing IBISBA in their own strategies regarding Industrial Biotechnologies.

SECTION 5. THE RESOURCES NEEDED FOR EU-IBISBA

Within the scope of Work Package of PREP-IBISBA, Founding Parties already committed to generate an innovative **business model** based on a continuum of services supplied by distributed facilities and a business plan. A unique aspect of the EU-IBISBA business model concerns public/private collaboration. Supporting an applied scientific and technology sector, EU-IBISBA is designed to link early stage innovation projects to industry R&D and business needs.

Within the scope of this MoU, the Secretary and the General Assembly will jointly seek the resources (profits, cash, in-kind, human resource recruitment...), funds, and contributions required to sustain EU-IBISBA business operations. Funding authorities at regional, national, and European levels will be included in this quest. Benchmark studies will be performed to identify and classify the best funding scenarios and draft the **business plan**.

Ultimately, because a business model will be retained, and because the funds, resources and contributions needed will be clearly established, a **budget** will be planned.

SECTION 6. THE MOU BODIES

One of the goals of this MoU being to strengthen political commitments in IBISBA, the key body of this MoU is the General Assembly.

6.1 THE SECRETARY

For simplicity, the Parties agree that the Coordinator of the Horizon 2020 projects IBISBA 1.0 and PREP-IBISBA will also act as the Secretary of this MoU. The Secretary is INRAE at the date of signature. In principle this will not change. However, if the Coordinator of either project was no longer INRAE, the General Assembly will be consulted to designate through a voting process the Secretary of this MoU.

The Secretary will assume coordination of all the activities within the framework of the MoU.

In particular, the Secretary shall be responsible for:

- monitoring compliance by the Parties with the MoU;
- maintaining an up to date address list of Parties and other contact persons and ensuring that the use of this information is compliant with GDPR;
- maintaining an up to date list of efforts consented by the Parties;
- monitoring efforts made by Parties
- transmitting documents and information connected with the MoU to any other Parties concerned;
- chairing and convening the General Assembly and taking all actions to enable proper implementation of the advices made by this body;
- ensuring smooth operation of the MoU;
- submitting all required reports, to the General Assembly;
- communicating all information in connection with the Purpose;
- implementing the entry of New Parties, subject to rules of entry;
- implementing confidentiality between the Parties, if it deemed necessary according to Section 7;

6.2 THE GENERAL ASSEMBLY (GA)

These guidelines are provided by the Founding Parties to ensure efficient operation of this agreement's key body. However, it is accepted that the General Assembly will define (according to present rules of section 5) its own rules, providing that these are compatible with the Purpose and other sections of the MoU. If the General Assembly deems it necessary to modify these guidelines, an amendment modifying Section 6.2 will be drafted under the Secretary supervision and proposed to all Parties for signature.

6.2.1 COMPOSITION/PERIODICITY

The General Assembly is composed of a representative of each Founding and New Parties (called "Member" in this section).

The chairman of the General Assembly is the Secretary. The Secretary will convene the General Assembly at least once (1) a year and, additionally, for an extraordinary meeting six (6) months before the creation of the legal entity EU-IBISBA. Meetings of the General Assembly can be either physical meetings or online meetings using any appropriate electronic means. The Secretary will oversee the organization of the meeting (this does not automatically include paying the costs of the meetings, which will be shared on case-by-case with prior approval of participants) and preparing the agenda and the minutes.

6.2.2 QUORUM/VOTE

Each Member has one (1) vote.

The General Assembly shall not deliberate and decide validly unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the Coordinator shall convene another ordinary meeting within fifteen (15) calendar days. If in this meeting the quorum is not reached once more, the Coordinator shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.

Each Member shall be deemed to be duly authorised to deliberate, negotiate and decide on all matters listed in Section 6.2.3 of this MoU.

For matters where an advice is given by the General Assembly, no votes are organised, but minority positions must be mentioned in the minutes.

6.2.3 ROLE

The General Assembly will have a dual role:

- An **advisory role**, for all questions related to the Purpose and the life of the MoU:
 - The Secretary or the Parties can ask advice. External stakeholders (outside the MoU) can also be solicited for advice if their knowledge or expertise is relevant for the Purpose. Advice will be asked in writing and will be scheduled in the agenda of the General Assembly at least one (1) month in advance.
 - The General Assembly can propose to the Parties amendments of the MoU.
 - **Official creation of the legal entity EU-IBISBA:**

PREP-IBISBA bodies will inform the Parties of the MoU about the choice made regarding the legal form for the future legal entity.

The Parties of the MoU might give advice about this choice. This advice will be relayed to the Steering Committee of PREP-IBISBA by the Secretary before the extraordinary meeting mentioned in Section 6.2.1. It is noted that in some cases, only governmental authorities will be authorized to create or not the entity. Also, it is clearly stated that the Steering Committee of PREP-IBISBA is under no obligation to receive or accept advice given by the General Assembly.

It is clearly stated that Parties to this MoU are neither under obligation to, nor are automatically eligible to become a member of the future legal entity EU-IBISBA.

It is clearly stated that Parties to this MoU are not under obligation to grant the future legal entity resources of any kind without their approval.

- A **decisional role** in the following matters:

- **Entry of New Parties:** According to Section 3.2.1, the General Assembly is the body in charge of admitting the New Parties into the MoU after checking if they are eligible according to Section 3.2 and after checking their level of efforts according to Section 5.

It will be possible for the General Assembly to emit recommendations to an Applicant Entity, both before its candidature and after. Indeed, in case of a negative decision, the Applicant Entity can make a new candidature to become a New Party based on the recommendations received.

Modification of Section 6.2: The General Assembly will have the right to propose to the Parties to modify the present Section 6.2 provided that the modifications are compatible with the Purpose and other sections of the MoU. In the event of a validated decision taken by the General Assembly, an amendment modifying Section 6.2 will be drafted under the Secretary's supervision and proposed to all Parties for signature, as provided by Section 9.

SECTION 7. CONFIDENTIALITY

It is recalled that this MoU, by itself and in its entirety, is not confidential but public.

However, if any confidential information has to be shared **collectively between the Parties**, especially between the Founding Parties on their results obtained within the framework of PREP-IBISBA and the New Parties (being understood that confidentiality for information exchanged only between the Founding Parties is already defined by PREP IBISBA's consortium agreement), this information will be managed by a non-disclosure agreement (NDA, Attachment 3) according to the procedure described in the highlighted text herein under.

If a confidential information has to be shared between only 2 or a few Parties, they will be responsible to sign the appropriate NDA agreement between them.

In the event that confidential information needs to be shared between all the Parties, by the present MoU, the Parties mandate the Secretary to:

- (if the confidential information arises from PREP-IBISBA) sign with the New Parties a NDA document on behalf of all the Founding Parties. For this purpose, the standard NDA Document 1 defined in attachment 3 will be used
- (if the confidential information arises from another source) to transmit to all the Parties the standard NDA document 2 defined in attachment 3.

SECTION 8. DURATION(S)

This MoU will enter into force on the day of signature by the Secretary, who will sign after all other Founding Parties.

Regarding the New Parties, this MoU shall enter into force on the date of signature on their respective Accession Document (the Secretary or the New Party's, depending on which is later).

This MoU shall be valid either until the creation of the legal entity EU-IBISBA or, if not created by the end of PREP-IBISBA, until 31st August 2028.

SECTION 9. AMENDMENTS

This MoU may be subject to written amendments signed by the Parties.

SECTION 10. LANGUAGE

This Memorandum of Understanding is drawn up in English; this language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

SECTION 11. APPLICABLE LAW

This Memorandum of Understanding shall be construed in accordance with and governed by the laws of Belgium, excluding its conflict of law provisions.

The Parties shall endeavour to settle their disputes amicably.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably within 60 calendar days, the courts of Brussels shall have exclusive jurisdiction.

SECTION 12. SIGNATURES

The Parties notify their agreement to this MoU in its entirety, including the attachments, by their signatures, including electronically made signatures, which are deemed equivalent.

AS WITNESS:

The Parties have ordered this MoU to be duly signed by the undersigned authorised representatives in separate signature pages.

Institut National de Recherche pour l'Agriculture, l'Alimentation et l'Environnement (INRAE)

Signature:



Name: Philippe MAUGUIN

Title: Chief Executive Officer (CEO)

Agencia Estatal Consejo Superior de Investigaciones Científicas (CSIC)

Signature:

**GOMEZ
BORREGO
M.ANGELES -
DNI 11793044R**

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Name(s): Dr Angeles Gómez Borrego

Title(s): Vicepresident International Affairs

Commissariat à l'Énergie Atomique et aux Énergies Alternatives (CEA)

Signature: 17 NOV 2021



Name(s): Elsa CORTIJO

Title(s): Director of Fundamental Research

| IBISBA MoU

Consiglio Nazionale delle Ricerche (CNR)

Signature:

Name: Prof.ssa Maria Chiara Carrozza

Title: President

**CARROZZA MARIA CHIARA
04.11.2021 15:06:01 CET**



Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. (Fraunhofer)

Signatures:

**Ruediger
Dorner**

Digital signiert von: Ruediger
Dorner
Name: CN = Ruediger Dorner C
= DE O = Fraunhofer OU = ZV,
People
Datum: 2022.05.06 11:41:56 +
02'00'

Name: Rüdiger Dorner

Title: Head of Department Public and EU Projects

**Martin
Paulmichl**

Digital signiert von: Martin
Paulmichl
Name: CN = Martin Paulmichl
C = DE O = Fraunhofer OU =
ZV/People
Datum: 2022.05.04 16:43:29 +
02'00'

Name: Martin Paulmichl

Title: Legal Counsel Public and EU Projects

**Markus
Wolperdinger**

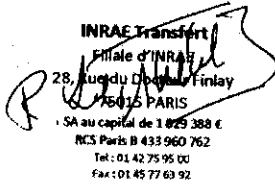
Digital unterschrieben
von Markus Wolperdinger
Datum: 2022.05.09
07:35:46 +02'00'

Name: Dr. Markus Wolperdinger

Title: Director of Fraunhofer Institute for Interfacial Engineering and Biotechnology

INRAE Transfert (IT)

Signature:

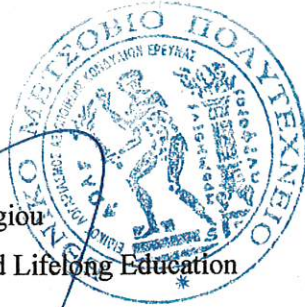
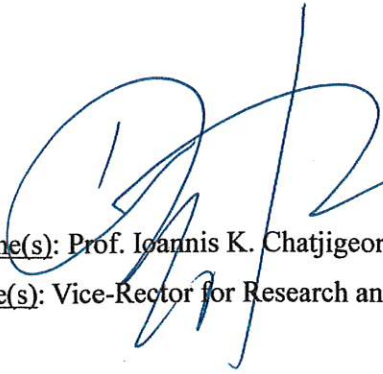


Name: Réjane LE TINÉVEZ

Title: General Director

National Technical University of Athens (NTUA)

Signature:



Name(s): Prof. Ioannis K. Chatjigeorgiou

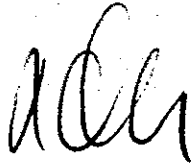
Title(s): Vice-Rector for Research and Lifelong Education

Rheinisch-Westfälische Technische Hochschule Aachen (RWTH)

Signature:

**RWTHAACHEN
UNIVERSITY**

Der Rektor
der Rheinisch-Westfälischen
Technischen Hochschule Aachen

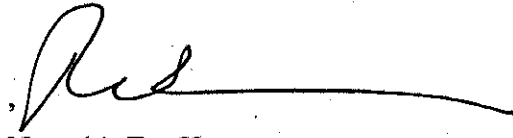


Name: Prof. Dr. rer. nat. Dr. h. c. mult. Ulrich Rüdiger

Title: Rektor

Teknologian tutkimuskeskus VTT Oy (VTT)

Signature:

A handwritten signature in black ink, appearing to be 'Tua Huomo', followed by a long horizontal line extending to the right.

Name(s): Tua Huomo

Title(s): Executive Vice President

The University of Manchester (UNIMAN)

Signature:

A handwritten signature in black ink, appearing to be 'AW', written in a cursive style.

Name(s): Dr Andrew Walsh

Title(s): Director of Research and Business Engagement

Universitat Autònoma de Barcelona (UAB)

Signature:

**Armand
Sánchez
Bonastre - DNI
37309050Z
(TCAT)**

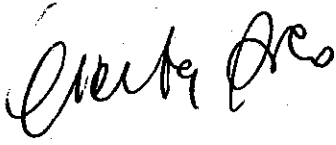
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por Armand Sánchez
Bonastre - DNI
37309050Z (TCAT)
Fecha: 2021.09.29
10:52:33 +02'00'

Name Dr. Armand Sánchez Bonastre

Title: Vice Rector for Research and Transfer

Universita Degli Studi di Napoli Federico II (UNINA)

Signature:

A handwritten signature in black ink, appearing to read 'Gionata De Vico', written in a cursive style.

Name(s): Gionata De Vico

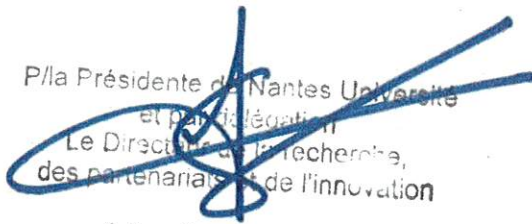
Title(s): Director of the Biology Department

Nantes Université (2021_00533)

Signature:

Name(s): Carine BERNAULT

Title(s): President

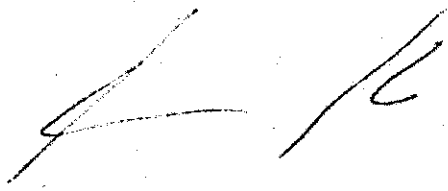

P/la Présidente de Nantes Université
et par délégation
Le Directeur de la recherche,
des partenariats et de l'innovation

Sébastien YOUNOU



Vlaamse Instelling Voor Technologisch Onderzoek N.V. (VITO)

Signature:

A handwritten signature in black ink, appearing to be 'DF', written over a horizontal line.

Name(s): Dirk Fransaer

Title(s): Managing Director

IBISBA MoU

**Wageningen University, department
Agrotechnology and Food Sciences (WU)**

Signature:

DocuSigned by:
Sjoukje Heimovaara
3701007A82D140C...

13 October 2021

Name(s): Dr.ir. Sjoukje Heimovaara

Title(s): Managing Director

ATTACHMENT 1

GLOSSARY

Industrial Biotechnology	A hybrid technology that embraces (model-driven) biocatalyst design and bioprocess development. It covers a wide range of market sectors, from bio-based fuels and plastics to (semi-)bulk and fine chemicals, food and feed ingredients, waste treatment, pollution prevention and resource conservation. For the purposes of this MoU, Industrial biotechnology also includes the use of enzymes, microorganisms or more complex microbial ecosystems to deliver environmental services, such as wastewater or municipal solid waste treatment.
IBISBA Vision	A vision that describes a pan-European distributed infrastructure supplying end-to-end bioprocess development services to users and championing a “quality bioprocesses by design approach”. To implement the vision, the aim is to create a legal entity endowed with the ability to coordinate research infrastructure present in different member states and thus deliver combined research services in favour of R&D&I projects. It is expected that IBISBA will ultimately provide Europe with a strategic cutting edge in the global competition to establish the Bioeconomy.
PREP-IBISBA	The acronym of the “Industrial Biotechnology Innovation and Synthetic Biology Accelerator Preparatory Phase ”, in which the Founding Parties are now engaged, and that is funded by the European Commission. The aim of this project is to support activities that aim to bring the IBISBA vision to fruition and lead to the creation of a legal entity, consistent with the expectations of the ESFRI committee and the declared willingness of the Founding Parties.
EU-IBISBA	The target legal entity. The ambition of EU-IBISBA is to provide a range of research and innovation services to enable the wider adoption of Industrial Biotechnology (a key enabling technology for the bioeconomy) at a pan-European level. To achieve this, EU-IBISBA will bring together a range of first-class research facilities that cover the design, build, test and learn (DBTL) steps in biocatalyst and bioprocess development.
Moral commitment	Not a legal commitment, but a commitment linked to the efforts that one is morally inclined to pursue as a common goal.

ATTACHMENT 2

ACCESSION DOCUMENT FOR NEW PARTIES

[Official name of the Applicant Entity], established in **[address]**, represented for the purpose of signing this Accession Document by **[Name...]** in her/his capacity of **[function]**.

HEREBY CONSENTS

to become a New Party of the Memorandum of Understanding identified below and accepts all its terms and conditions starting **[DD Month YYYY]**.

IBISBA Memorandum of Understanding (hereinafter designed as MoU), version **[... YYYY-MM-DD]**, attached to the present document.

AND

Institut National de Recherche pour l'Agriculture, l'Alimentation et l'Environnement (INRAE), acting on behalf all the Parties of the MoU

HEREBY CERTIFIES

that the General Assembly has accepted in the meeting held on **[DD Month YYYY]** the accession of **[Name of the New Party]** to the MoU starting **[DD Month YYYY]**.

[New Party's name]

HEREBY MAKES THE FOLLOWING EFFORT:

TO SHARE THE IBISBA VISION AND TO SUPPORT THE CREATION AND SUSTAINABILITY OF EU-IBISBA:

Throughout the duration of the MoU, each Party to this MoU will share and promote the IBISBA Vision, which aims to create a pan-European distributed infrastructure supplying end-to-end bioprocess development services to users and championing a quality bioprocesses by design approach; the overarching aim of IBISBA project is to lay foundations for a process that will ultimately provide Europe with a strategic cutting edge in the global competition to establish the Bio-economy.

To do this, Parties will do their best effort to promote the IBISBA vision at all levels in their organization and within their professional networks and might disseminate communicate about IBISBA on their website(s), or using social media, and citing IBISBA in their own strategies regarding Industrial Biotechnology.

This Accession document has been done in two (2) originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Name(s):

Title(s):

Signature(s):

[Date and Place]

Institut National de Recherche pour l'Agriculture, l'Alimentation et l'Environnement (INRAE)

Name(s):

Title(s):

Signature(s):

ATTACHMENT 3
MODELS OF NON-DISCLOSURE AGREEMENT
(NDA)

MODEL 1

For confidential information arising from PREP-IBISBA

THIS AGREEMENT is entered into on [DD Month YYYY] by and between:

1. **Institut National de Recherche pour l'Agriculture, l'Alimentation et l'Environnement (INRAE)**, having its registered office or based in 147 Rue de l'Université – 75007 PARIS, FRANCE, hereinafter referred to as INRAE, *acting for itself and, as Coordinator, on behalf all the Beneficiaries of the PREP-IBISBA Consortium Agreement*

AND

2. [Official name of the NEW Parties], having its registered office or based in [Legal Address of the Entity] hereinafter referred to as [...]

[Add the identification of all the potential partners and participants that will take part in this Agreement]

Individually referred to as “a Party” or collectively as “the Parties”.

WHEREAS:

The Parties hereto desire to participate in discussions regarding the creation and sustainability of EU-IBISBA, a pan-European entity that will be invested with the mission of bringing industrial bioprocesses to maturity more quickly, linking best-in-class R&D facilities to provide seamless multi-technology services.

The Parties hereto are signatories of the IBISBA Memorandum of Understanding (hereinafter referred to as the MoU) and participate to the General Assembly of the MoU.

The Founding Parties intend to share results obtained within the framework of PREP-IBISBA project with the NEW Parties.

Throughout the aforementioned discussions, Parties may share between themselves these results under the terms and covenants set forth below.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose of the Disclosure of Confidential Information

The Parties will enter into discussions regarding the creation and sustainability of EU-IBISBA, a pan-European entity that will be invested with the mission of bringing industrial bioprocesses to maturity more quickly, linking best-in-class R&D facilities to provide seamless multi-technology services.

2. Confidential Information

As used in this NDA, the term "Confidential Information" shall mean any information clearly marked as such (whether of a financial, commercial or technical nature) disclosed by the disclosing Party to any receiving Party under this agreement, provided whether by oral, written or electronic means.

If Confidential Information is disclosed verbally, it shall be made clear such information is confidential at the time of disclosure, and the relevant information shall further be reduced to writing and delivered to the receiving Parties within thirty (30) days of the initial disclosure.

3. Undertakings of the Parties

Therefore, unless otherwise agreed in writing by the other Party, each receiving Party undertakes:

- (1) not to use Confidential Information otherwise than for the Purpose of the MoU;
- (2) not to disclose Confidential Information without the prior written consent by the disclosing Party;
- (3) to ensure that internal distribution of Confidential Information by a receiving Party shall take place on a strict need-to-know basis; and
- (4) to return to the disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the receiving Party.

The receiving Party shall be responsible for the fulfilment of the above obligations on the part of their employees involved in this MoU and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this MoU and/or after the termination of the contractual relationship with the employee.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the receiving Party can show that the information:

- (1) Is already in the public domain at the time of disclosure or thereafter becomes publically available through no fault of the receiving Party; or
- (2) The receiving Party establishes through suitable documentation and was already in its possession at the time of disclosure; or
- (3) Was disclosed by a third party provided that such a disclosure involves no unlawful act or assault; or
- (4) Is independently developed by the receiving Party as evidenced by written documents.
- (5) Is required to be disclosed by a court, judicial or governmental authority of competent jurisdiction, and in such event, only after the Party required to disclose the other Party's Confidential Information provides prompt written notice to that Party so as to enable that Party to take appropriate measures to protect the confidentiality of the information at stake.
- (6) Is approved for release from the provisions of this Section 3 by prior written authorization from the disclosing Party.

Nothing in this NDA shall be construed as compelling a Party to disclose any Confidential Information to any other Party(ies).

The disclosing Party makes no representations or warranties either express or implied with respect to the Confidential Information and specifically disclaims any implied warranty of non-infringement or merchantability, satisfactory quality or fitness for purpose.

4. Duration

The obligations of confidentiality and non-use set out in this NDA shall subsist from the effective date

and shall survive termination or expiration for a period of five (5) years.

5. Applicable Law and Jurisdiction

This NDA shall be construed in accordance with and governed by the laws of Belgium, excluding its conflict of law provisions.

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

6. Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

7. Communications

Any notices or communications required between the Parties shall be delivered by hand, e-mail, or mailed by registered mail to the address of the other Party as indicated above. Any subsequent modification of a Party's address should be reasonably communicated in advance to the effect of this Agreement.

8. Competition

The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either Party from developing, making or marketing products or services that are or may be competitive with the products or services of the other; or providing products or services to others who compete with the other Party; as long as those results have not become from a breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

FOR **[Name of participant or potential or current partner]**

Representative: **[Name]**

IBISBA MoU

Title: [.]

Done at [place] on [DD Month YYYY]

MODEL 2

For other cases

THIS AGREEMENT is entered into on [DD Month YYYY] by and between:

1. **Institut national de recherche pour l'agriculture, l'alimentation et l'environnement (INRAE)**, having its registered office or based in 147 Rue de l'Université – 75007 PARIS, FRANCE, hereinafter referred to as [...]

AND

2. [Official name of the potential partner or participant], having its registered office or based in [Legal Address of the Entity] hereinafter referred to as [...]

[Add the identification of all the potential partners and participants that will take part in this Agreement]

Individually referred to as a Party or collectively as the Parties.

WHEREAS:

The Parties hereto desire to participate in early discussions regarding the creation and sustainability of EU-IBISBA, a pan-European entity that will be invested with the mission of bringing industrial bioprocesses to maturity more quickly, linking best-in-class R&D facilities to provide seamless multi-technology services.

Throughout the aforementioned discussions, Parties may share between themselves proprietary information or Confidential Information under the terms and covenants set forth below.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose of the Disclosure of Confidential Information

The Parties will enter into discussions regarding the creation and sustainability of EU-IBISBA, a pan-European entity that will be invested with the mission of bringing industrial bioprocesses to maturity more quickly, linking best-in-class R&D facilities to provide seamless multi-technology services.

2. Confidential Information

As used in this NDA, the term "Confidential Information" shall mean any information clearly marked as such (whether of a financial, commercial or technical nature) disclosed by the disclosing Party to any receiving Party under this agreement, provided whether by oral, written or electronic means.

If Confidential Information is disclosed verbally, it shall be made clear such information is confidential at the time of disclosure, and the relevant information shall further be reduced to writing and delivered to the receiving Parties within thirty (30) days of the initial disclosure.

3. Undertakings of the Parties

Therefore, unless otherwise agreed in writing by the other Party, each receiving Party undertakes:

- (1) not to use Confidential Information otherwise than for the purpose of this NDA;
- (2) not to disclose Confidential Information without the prior written consent by the disclosing Party;
- (3) to ensure that internal distribution of Confidential Information by a receiving Party shall take place

on a strict need-to-know basis; and

(4) to return to the disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the receiving Party.

The receiving Party shall be responsible for the fulfilment of the above obligations on the part of their employees involved in this MoU and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this MoU and/or after the termination of the contractual relationship with the employee.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the receiving Party can show that the information:

(1) Is already in the public domain at the time of disclosure or thereafter becomes publically available through no fault of the receiving Party; or

(2) The receiving Party establishes through suitable documentation and was already in its possession at the time of disclosure; or

(3) Was disclosed by a third party provided that such a disclosure involves no unlawful act or assault; or

(4) Is independently developed by the receiving Party as evidenced by written documents.

(5) Is required to be disclosed by a court, judicial or governmental authority of competent jurisdiction, and in such event, only after the Party required to disclose the other Party's Confidential Information provides prompt written notice to that Party so as to enable that Party to take appropriate measures to protect the confidentiality of the information at stake.

(6) Is approved for release from the provisions of this Section 3 by prior written authorization from the disclosing Party.

Nothing in this MoU shall be construed as compelling a Party to disclose any Confidential Information to any other Party(ies).

The disclosing Party makes no representations or warranties either express or implied with respect to the Confidential Information and specifically disclaims any implied warranty of non-infringement or merchantability, satisfactory quality or fitness for purpose.

4. Duration

The obligations of confidentiality and non-use set out in this NDA shall subsist from the effective date and shall survive termination or expiration for a period of five (5) years.

5. Applicable Law and Jurisdiction

This NDA shall be construed in accordance with and governed by the laws of Belgium, excluding its conflict of law provisions.

The parties shall endeavour to settle their disputes amicably.

Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Brussels unless otherwise agreed upon. The language to be used in the mediation shall be English unless otherwise agreed upon.

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, it shall, upon the filing of a

Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of 60 calendar days, either Party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

6. Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

7. Communications

Any notices or communications required between the Parties shall be delivered by hand, e-mail, or mailed by registered mail to the address of the other Party as indicated above. Any subsequent modification of a Party's address should be reasonably communicated in advance to the effect of this Agreement.

8. Competition

The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either Party from developing, making or marketing products or services that are or may be competitive with the products or services of the other; or providing products or services to others who compete with the other Party; as long as those results have not arisen from a breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

FOR [Name of participant or potential or current partner]

Representative: [Name]

Title: [...]

Done at [place] on [DD Month YYYY]

ATTACHMENT 4

ADDITIONAL MORAL COMMITMENTS

TO CARRY IBISBA INTO NATIONAL STRATEGIES/AGENDAS AND ROADMAPS

To promote the IBISBA Vision, EU-IBISBA must be carried into national strategies and roadmaps by the Signatory Parties of this MoU.

The Parties will make sincere and traceable efforts to carry IBISBA into national strategies/agenda and roadmaps to create favourable conditions for the inclusion of an IBISBA-related (i.e. the relationship of the infrastructure to EU-IBISBA is explicitly recognized) infrastructure in the national research infrastructure roadmap of their country.

For the Founding Parties, this commitment is already a commonly agreed aim of PREP-IBISBA and no further procedure is needed.

At a later stage, Parties might sign documents and protocols with national and regional stakeholders, engaging them in this task or permitting them to marshal other stakeholders, including those necessary for the creation of regional or national nodes.

TO SUPPORT THE CREATION AND IMPLEMENTATION OF EU-IBISBA UNTIL IT REACHES SELF-SUSTAINABILITY

Before the creation of EU-IBISBA, it will be necessary to take early measures to accompany this significant step in the future legal entity's life cycle and provide necessary human resources.

To achieve this, Parties could commit in-kind or in-cash support during this step, with the aim to temporarily cover the costs of core business operations.

The commitment of resources by a Party will be legally binding at that time, provided its effective role and contributions are defined and approved by the Party.

TO ALIGN OPERATIONAL OR BUSINESS PRACTISES

Whenever possible and appropriate, the Parties will make sincere and traceable efforts necessary to align operational or business practices, including technical readiness, that favour realisation of the IBISBA vision by interoperability (e.g. strive to align technical or immaterial policies so that research infrastructure services become fully interoperable and single contracts for multiservice becomes a reality).

TO ALIGN IP STRATEGY

Within the scope of PREP-IBISBA, Founding Parties already committed to deliver an IPR Strategy, including comprehensive recommendations for handling IPR generated in the framework of EU-IBISBA activities. These recommendations will constitute a **set of guidelines** that will describe principles and procedures that ensure that the rights of EU-IBISBA and its members, partners and users are properly protected, while simultaneously promoting both open science and business innovation.

Whenever possible and appropriate, the Parties will make sincere and traceable efforts to align their **IPR Strategy within the Industrial Biotechnology domain**. The focus will be on the establishment of **standard or compatible rules** that will apply to service or research operations, the goal being to drastically reduce transactional costs between users and facilities.
