

UOC Acquisizione Beni e Servizi

**Il dirigente della UOC Acquisizione Beni e Servizi
in virtù della delega conferita con deliberazione N°232/2015
HA ASSUNTO LA PRESENTE DETERMINAZIONE**

N. 551 del 17/06/2020

OGGETTO: Affidamento, ai sensi dell'art. 63 comma 2, lett. b) del D.Lgs. 50/2016 e ss. mm.ii., servizio mappatura dell'epitopo alla società Agro-Bio. Fondi AIRC cod. IFO 19/30/R/07, responsabile dr. P. Giacomini. CUP H86C19000060007 - CIG Z0C2D52A3F

Esercizi/o 2020 - Conto 502020196 Centri/o di costo 3051150

- **Importo presente Atto: € 22.802,91**

- **Importo esercizio corrente: € 22.802,91**

Budget

- **Assegnato: € 130.000,00**

- **Utilizzato: € 83.052,55**

- **Residuo: € 24.144,54**

Autorizzazione n°: 2020/100606.1347

Servizio Risorse Economiche: **Cinzia Bomboni**

UOC Acquisizione Beni e Servizi Proposta n° DT-556-2020

L'estensore

Barbara Filipponi

Il Responsabile del Procedimento

Gianluca Moretti

**Il Dirigente della UOC Acquisizione Beni e
Servizi**

Gianluca Moretti

La presente determinazione si compone di n° 4 pagine e dei seguenti allegati che ne formano parte integrante e sostanziale:

- N°8 Allegati (Offerta + Scheda di Infungibilità)

Il Dirigente della UOC Acquisizione Beni e Servizi

- Visto/a il Decreto Legislativo 30 dicembre 1992, n. 502 e ss.mm.ii.;
- il Decreto Legislativo 16 ottobre 2003, n. 288 e ss.mm.ii.;
- la Legge Regionale 23 gennaio 2006, n. 2;
- il Decreto Legislativo 18 aprile 2016, n. 50 e ss.mm.ii.;
- la deliberazione IFO n. 153 del 19 febbraio 2019, recante il Regolamento di Organizzazione e Funzionamento (ROF) degli Istituti Fisioterapici Ospitalieri, integrato con deliberazione n. 489 del 3 giugno 2019 e reso esecutivo con deliberazione n. 557 del 25 giugno 2019;
- la deliberazione n. 358 dell'8 maggio 2019 di approvazione del Regolamento Aziendale in materia di acquisti di lavori, servizi e forniture ritenuti infungibili;
- Tenuto Presente che l'art. 8 del predetto regolamento esclude l'applicazione delle procedure indicate nel caso di acquisto di beni e servizi destinati alla ricerca scientifica;
- il concetto di infungibilità viene collegato agli obiettivi della ricerca, individuati dal responsabile scientifico della stessa;
- Premesso che con deliberazione n. 101 del 31/01/2019 è stato accettato il finanziamento disposto dall'Associazione Italiana per la Ricerca sul Cancro (A.I.R.C.) a favore dell'Istituto Regina Elena per la realizzazione del progetto di ricerca dal titolo: *"Master transcriptional regulators of antigen presentation: precision tuning of tumor immunogenicity"*, cod. IFO 19/30/R/07, responsabile dr. Patrizio Giacomini;
- Considerato che il dr. Patrizio Giacomini, con nota prot. 7214 del 28/05/2020, ha richiesto i servizi di mappatura dell'epitopo di generazione di ibridomi, forniti in esclusiva dalle Società Agro-Bio, allegando la scheda di infungibilità di cui alla citata delibera n.358/2019 e la dichiarazione di esclusività agli atti della U.O.C. Acquisizione Beni e Servizi controfirmate dal Direttore Scientifico, che forma parte integrante e sostanziale della presente determinazione;

che, in particolare viene richiesto il servizio *Supplementary Analysis of epitope mapping Mab W6/800 with HER2 with 2 Enzymes*, relativo all'offerta n. DE200150B del 14/04/2020, e il servizio *Generation of monoclonal antibodies NLRC5 molecule*, relativo all'offerta n. 190219/ESN/C del 13/05/2020;

che la Società Agro-Bio è un'azienda pionera nel campo degli anticorpi e mette a disposizione la sua esperienza e il suo know-how per la produzione, lo sviluppo e la caratterizzazione di anticorpi;

Visto il parere favorevole del Direttore Scientifico dell'Istituto Regina Elena, apposto in calce alla richiesta citata;

Accertata la disponibilità sui Fondi AIRC cod. IFO 19/30/R/07;

Esperiti i controlli sulla richiesta presentata dal responsabile del progetto;

Ritenuto necessario e opportuno affidare, ai sensi dell'art. 63 comma 2, lett. b) del D.Lgs. 50/2016 e ss. mm.ii, i servizi di mappatura dell'epitopo di generazione di ibridomi sopra indicati, con successivo invio telematico tramite NSO (Nodo Smistamento Ordini) della Regione Lazio, che forma parte integrante e sostanziale della presente determinazione, alla Società:

- Agro-Bio € 22.802,91 Iva compresa;

Considerato che la spesa complessiva di € 22.802,91 Iva compresa, graverà sui Fondi AIRC cod. IFO 19/30/R/07 per € 22.802,91, di cui è responsabile il dr. P. Giacomini, che presenta la necessaria disponibilità;

Attestato che il presente provvedimento, a seguito dell'istruttoria effettuata, nella forma e nella sostanza è totalmente legittimo e utile per il servizio pubblico, ai sensi dell'art. 1 della legge 20/94 e successive modifiche, nonché alla stregua dei criteri di economicità e di efficacia di cui all'art. 1, primo comma, della legge 241/90, come modificata dalla legge 15/2005;

Attestato in particolare, che il presente provvedimento è stato predisposto nel pieno rispetto delle indicazioni e dei vincoli stabiliti dai criteri del Commissario *ad acta* per la realizzazione del Piano di Rientro dal disavanzo del settore sanitario della Regione Lazio;

DETERMINA

per i motivi di cui in narrativa che si intendono integralmente confermati di:

1) affidare, ai sensi dell'art. 63 comma 2, lett. b) del D.Lgs. 50/2016 e ss. mm.ii, i servizi di mappatura dell'epitopo di generazione di ibridomi sopra indicati, con successivo invio telematico tramite NSO (Nodo Smistamento Ordini) della Regione Lazio, che forma parte integrante e sostanziale della presente determinazione, alla Società:

- Agro-Bio € 22.802,91 Iva compresa;

2) far gravare la spesa complessiva di € 22.802,91 Iva compresa, sui Fondi AIRC cod. IFO 19/30/R/07 per € 22.802,91, di cui è responsabile il dr. P. Giacomini, che presentano la necessaria disponibilità;

cod. IFO 19/30/R/07

- assegnato: € 130.000,00
- utilizzato: € 83.052,55
- presente atto: € 22.802,91
- residuo: € 24.144,54

3) attribuire il costo di produzione alla Contabilità Generale con imputazione ai relativi Centro di Costo 3051150 - Conto 502020196;

4) che il contratto venga stipulato, ai sensi dell'art. 32 comma 14 del D. Lgs. 50/2016 e ss.mm.ii;

La UOC Acquisizione Beni e Servizi curerà tutti gli adempimenti per l'esecuzione della presente determinazione.

Il Dirigente della UOC Acquisizione Beni e Servizi

Gianluca Moretti

Documento firmato digitalmente ai sensi del D.Lgs 82/2005 s.m.i. e norme collegate



2 allée de la Chavermène
45240 La Ferté Saint Aubin
France
Tél. 33 (0)2 38 64 83 50
Fax. 33 (0)2 38 64 83 59
www.agro-bio.com

Contact Patrizio Giacomini
Address Via Aurelio Saffi 34
City Rome
ZIP code 152
Country Italy
Phone cell. 338 3659906
E-Mail patrizio.giacomini@yahoo.com

QUOTATION

N°190212/ESN/C as of 13/05/2020

Generation of monoclonal antibodies NLRC5 molecule
Quotation in reference to the scientific proposal

Sales Engineer
Phone

Els SAESEN
+33 (0)6 32 18 34 79

E-Mail els.saesen@agro-bio.com

| Reference | Description | Unit price | Quantity | Discount | Total w/o VAT | |
|---|---|------------|----------|----------|-------------------|------------|
| Preliminary phase: optimization of the Cell based ELISA (~in parallel with the immunization step) | | | | | Preliminary phase | 2 042,50 € |
| L08200 | Optimization of a cell based immunization : NIH3T3 cells with polylysine (this price includes also the additional pricing of a cell based ELISA compared to a "normal" ELISA during the different screening steps) [PRI-20-125] | 2 150,00 € | 1 | 5,0% | 2 042,50 € | |
| Phase 1: Mice immunization (~ 3 -5 weeks) | | | | | Phase 2 | 641,25 € |
| A03130 | 1-mouse Monoclonal Antibody immunisation program* injections, pre-immune and immune bleeds and ELISA titers Screening by a cell based ELISA against transfected and untransfected cells Delivery of certificates of analysis * Immunization will be performed in 3WISS mice [PRI 19-129] | 225,00 € | 3 | 5,0% | 641,25 € | |
| GO / NO GO : Choice of best mouse for fusion | | | | | | |
| Phase 2: Fusion and screening (~ 7 weeks) | | | | | Phase 3 | 6 026,06 € |
| C01110 | 1-mouse fusion 1 splenectomy 15-plate fusion | 1 470,80 € | 1 | 5,0% | 1 397,26 € | |
| C01210 | ELISA screening Screening 15 plates from fusion Screening by a cell based ELISA against transfected cells | 3 982,10 € | 1 | 5,0% | 3 783,00 € | |
| C01214 | Primary screening against an additional antigen by ELISA (untransfected cells) | 764,00 € | 1 | 5,0% | 725,80 € | |
| Secondary screening by flow cytometry Performed by the client | | | | | | |
| FPEUR01 | Shipping fees (Italy) On dry-ice, up to 2 kg The client can test supernatants of the clones to make his final choice | 120,00 € | 1 | | 120,00 € | |
| GO / NO GO : Choice of the hybridomas to be secured and shipped to the client for cloning | | | | | | |
| Phase 3 : Securization of the hybridomas | | | | | Phase 3 | 1 925,40 € |
| | Freezing down of selected hybridomas 2 vials of 10 ⁶ cells / vial - no isotyping | | | | | |

| Reference | Description | Unit price | Quantity | Discount | Total w/o VAT |
|--------------------------|--|------------|----------|----------|--------------------|
| C08103 | 1-50 selected hybridomas [PRI: 20-126] | 2 609,00 € | 1 | 40,0% | 1 565,40 € |
| C08103 | 10 additional selected hybridomas [PRI: 19-127] | 498,00 € | 0 | 40,0% | |
| FPEUR01 | Shipping fees (Italy) On dry-ice, up to 4 kg Shipment in two different separate parcels is advised | 180,00 € | 2 | | 360,00 € |
| Net Total w/o VAT | | | | | 10 635,21 € |

This quotation is valid for 3 months from the date of issue.

We will issue a tentative schedule within two weeks upon receiving your PO.

Payment terms within 30 days from the date of invoice
A 30%-prepayment is due for all orders above 2'000 €.

Please refer to this quotation number in your Purchase Order.

You will find enclosed our General Terms of Sales.



We thank you for your trust!

Document to be attached to the purchase order

Agro-Bio
The Proteomic and Immune Response

GENERAL INFORMATION

2 allée de la Chavannerie
45240 La Ferté Saint Aubin
France
Tel. 33 (0)2 38 64 83 50
Fax. 33 (0)2 38 64 83 59
www.agro-bio.com

| |
|--|
| Delivery Address (Quotation number, Name, Phone number): 190212/ESN/IC Patrizio Giacomini +39 06 52662533 |
|--|

1) Product Information & Safety

| | |
|--|---|
| <input type="checkbox"/> Product synthesized or provided by Agro-Bio - complementary information (peptide sequence, product reference ...): | |
| <input checked="" type="checkbox"/> Product provided by the client – Antigen Nature (Peptide, IgG...): For cell culture protocols, please provide with cell shipment a mycoplasma-free certification. when order processed, presumably within July 2020 | |
| Estimated delivery date : | Temperature of preservation: nitrogen tank |
| Name/Reference : | Concentration : |
| Preservation buffer: | Volume/Quantity : |
| Comment if any particular preparation of the product is required: (fill in this part or attach the procedure to this document) | about 10 million cells per vial, number of vials to be defined |

For Immunization Protocol only:

The antigen(s) and/or peptide sequence(s) have been provided to AGRO-BIO by IRE (company name)

I hereby certify that they are not dangerous and do not contain any human or animal pathogenic organisms.
 If the antigen contain any virus, bacteria or fragments of them, I certify that they have been inactivated or killed.
 Please provide a certificate of inactivation, if available.

2) Shipment & Conditioning

| | | |
|---|---|---|
| Intermediate bleed | Shipment dates: <input type="checkbox"/> One shipment after each sampling date <input type="checkbox"/> One shipment at the end of the protocol | Sampling: <input type="checkbox"/> Shipping of full samples <input type="checkbox"/> Shipment of one aliquot of each bleed (The sample being kept for other services) |
| Final product (Purified Antibodies or other Product) | Conditioning buffer: <input type="checkbox"/> PBS 1X with 0,09 % sodium Azide <input checked="" type="checkbox"/> Other (Specify): hybridoma supnt | <input type="checkbox"/> PBS 1X |
| Shipment and packing information: As products are shipped without conservative (except specific request), all shipments will be performed by Agro-bio on dry ice for which a specific fee will be charged. | | |
| Special remarks: customized, see your quotation | | |

Place and Date

Approved by (Name) Signature



2 allée de la Chavannerie
45240 La Ferrière Saint Aubin
France
Tel. 33 (0)2 38 64 83 50
Fax. 33 (0)2 38 64 83 59
www.agro-bio.com

Customer Code _____
Customer Name Regina Elena National Cancer Institute
Contact Patrizio Giacomini
Lab _____
Address Via Aurelio Saffi 34
City Rome
ZIP code 152
Country Italy
Phone cell. 338 3659906
E-Mail patrizio.giacomini@yabtop.com

QUOTATION

DE200150B

as of

14/04/2020

*Supplementary analysis of epitope mapping mAB W6/800 with HER2 with 2 enzymes
Part 2 projet 19123*

Sales Engineer
Phone

Els SAESEN
+33 (0)6 32 18 34 79

E-Mail

els.saesen@agro-bio.com

| Reference | Description | Unit price | Quantity | Discount | Total w/o VAT |
|-------------------|--|------------|----------|----------|---------------|
| L09001 | Purchase of 150 µg Recombinant Human ErbB2/Her2 Fc Chimera protein CF REF R&D Systems 1129-ER-050 Please note that Agro-bio negotiated specific pricing and no management fees were applied! | 1 055,70 € | 1 | | 1 055,70 € |
| L12100 | Supplementary analysis of epitope mapping mAB W6/800 with HER2 with 2 enzymes: Elastase and Thermolysine Analysis made by combination of the 2 selected proteases and MALDI mass spectrometry Delivery of a report and project of the epitope by molecular modelling. [PRI: 20-080] | 8 400,00 € | 1 | | 7 000,00 € |
| Net Total w/o VAT | | | | | 8 055,70 € |

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A 30%-prepayment is due for all orders above 2'000 €.

Please refer to this quotation number in your Purchase Order.

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GENERAL TERMS OF SALE

ARTICLE 1: DEFINITIONS

"PRODUCTS": The products and their Specifications as listed and defined in AGRO-BIO's Product catalog in force.

"ANTIGENS": Antigens provided by the CUSTOMER and necessary to the performance of the CUSTOMIZED SERVICES by AGRO-BIO.

"CUSTOMIZED SERVICES": The services ordered by the CUSTOMER in accordance with the protocols established by AGRO-BIO and sent to the CUSTOMER via internet or mail upon CUSTOMER's request, as well as in accordance with the CUSTOMER's Specifications and, when applicable, from the ANTIGENS provided by the CUSTOMER, for the purpose of obtaining a product, as a result of the services.

"CUSTOMIZED PRODUCTS": The products obtained after the performance by AGRO-BIO of the CUSTOMIZED SERVICES ordered by the CUSTOMER and accepted by AGRO-BIO.

"AGRO-BIO": The AGRO-BIO S.A.S. company, incorporated under the laws of France, which has its registered offices located at 2 Allée de la Chevannerie - 45240 LA FERTE ST AUBIN (France), provider of the PRODUCTS and of the CUSTOMIZED SERVICES.

"CUSTOMER": The individual, association, partnership or corporation that orders the PRODUCTS and/or CUSTOMIZED SERVICES.

"GENERAL TERMS OF SALE": This agreement, between AGRO-BIO and the CUSTOMER, the scope of which is to define the terms of sale of the PRODUCTS and/or CUSTOMIZED SERVICES by AGRO-BIO to the CUSTOMER, and in which the CUSTOMER undertakes to pay AGRO-BIO for the ordered PRODUCTS and/or CUSTOMIZED SERVICES.

ARTICLE 2: APPLICATION AND OPPOSABILITY

These GENERAL TERMS OF SALE are handed or sent to the CUSTOMER to enable the CUSTOMER to place an order for PRODUCTS and/or CUSTOMIZED SERVICES. Therefore, the placing of an order by the CUSTOMER implies the CUSTOMER's full approval without reserve to these GENERAL TERMS OF SALE, to the exclusion of any other document. These GENERAL TERMS OF SALE supersede any terms specified on the CUSTOMER's correspondence or documents.

Any addition, erasure, modification or deletion related to these GENERAL TERMS OF SALE shall be deemed null and void except if approved in writing by AGRO-BIO.

No CUSTOMIZED term shall prevail on these GENERAL TERMS OF SALE and any contrary term imposed by the CUSTOMER to AGRO-BIO, at whatever moment, in the absence of express acceptance by AGRO-BIO, shall therefore be non-opposable to AGRO-BIO.

The fact for AGRO-BIO not to enforce the application of one of these GENERAL TERMS OF SALE at a given time shall not be deemed as a waiver by AGRO-BIO of its right to prevail itself later of anyone of the aforesaid GENERAL TERMS OF SALE.

ARTICLE 3: ORDERS

Orders shall be deemed accepted and confirmed solely after the receipt by the CUSTOMER of an Acknowledgment of Receipt of Order sent by AGRO-BIO via e-mail, fax or postal mail in which are detailed the price of the PRODUCTS and/or CUSTOMIZED SERVICES as well as the conditions of performance of the CUSTOMIZED SERVICES.

Any modification or cancellation of an order requested by the CUSTOMER may only be taken into account by AGRO-BIO if made in writing and received by AGRO-BIO at least two (2) days before the forwarding of the PRODUCTS and/or before the beginning of the performance of the CUSTOMIZED SERVICES ordered by the CUSTOMER.

A down payment of thirty percent (30%) shall be made by the CUSTOMER to AGRO-BIO upon receipt of the Acknowledgment of Receipt of Order for any order higher than two thousand euros (EUR 2 000) taxes not included.

In case the CUSTOMIZED SERVICES ordered by the CUSTOMER require the use of ANTIGENS, the CUSTOMER shall provide such ANTIGENS, at its own cost, to AGRO-BIO at the latest five (5) days after the Acknowledgment of Receipt of Order.

Any quantity of ANTIGENS left over after the performance of the CUSTOMIZED SERVICES will not be sent back to the CUSTOMER, except if expressly requested by the CUSTOMER in writing received by AGRO-BIO within three (3) days after receipt of the CUSTOMIZED PRODUCTS.

ARTICLE 4: SHIPPING - DELIVERY

The CUSTOMER shall bear the risk of loss or damage of the PRODUCTS, ANTIGENS and/or CUSTOMIZED PRODUCTS occurred during shipping. The terms for the delivery of the PRODUCTS and/or CUSTOMIZED PRODUCTS shall be EX-WORKS (INCOTERMS 2000) AGRO-BIO and/or any warehouse under AGRO-BIO's control, except as otherwise agreed upon between the CUSTOMER and AGRO-BIO. The CUSTOMER shall be in charge of the packaging, shipping and delivery of the ANTIGENS to AGRO-BIO.

In the event of damages, of loss or of lacks, the CUSTOMER shall have to make all the necessary reserves and to carry out all the recovering actions towards the corresponding carrier.

AGRO-BIO shall proceed to the delivery of each order of PRODUCTS according to its stock availability, in the range of arrival of the orders and according to the duration of the performance of the CUSTOMIZED SERVICES. AGRO-BIO reserves the right to carry out total or partial deliveries for each order.

In any case, delivery of PRODUCTS and/or CUSTOMIZED PRODUCTS shall take place only if the CUSTOMER is not late in its payments to AGRO-BIO.

ARTICLE 5: USE OF THE PRODUCTS AND/OR CUSTOMIZED PRODUCTS

These General Terms of Sale do not imply any transfer of license rights on any patent, or the transfer of any industrial property rights, marketing rights or distribution rights from AGRO-BIO to the CUSTOMER on the sold PRODUCTS and/or CUSTOMIZED PRODUCTS. The CUSTOMER shall have to comply with all the laws and/or regulations in force applicable to the use of the PRODUCTS and/or CUSTOMIZED PRODUCTS.

The CUSTOMER shall use the PRODUCTS and/or CUSTOMIZED PRODUCTS under its entire responsibility and shall hold AGRO-BIO free and harmless from any liability, loss, damage or expenses including attorney's fees, arising from any claim resulting from the use of the PRODUCTS and/or CUSTOMIZED PRODUCTS.

ARTICLE 6: RECEIPT OF THE PRODUCTS AND CUSTOMIZED SERVICES

6.1 Receipt of the PRODUCTS

For each delivery of PRODUCTS, the CUSTOMER shall have to verify the conformity of the delivered PRODUCTS with respect to their Specifications and to the quantities ordered. PRODUCTS shall be deemed accepted by the CUSTOMER after five (5) days from receipt of shipment.

6.2 Receipt of the CUSTOMIZED SERVICES

The CUSTOMIZED SERVICES shall be considered as fully performed once the CUSTOMIZED PRODUCTS have been made available by AGRO-BIO or once AGRO-BIO has notified the CUSTOMER that the CUSTOMIZED SERVICES have been performed.

No returns of CUSTOMIZED PRODUCTS shall be accepted.

ARTICLE 7: CLAIMS - PRODUCT RETURNS

7.1 Procedure

Without prejudice to the recovering actions to be taken by the CUSTOMER towards the corresponding carrier, the CUSTOMER shall have to evidence any claim related to the quantity or the quality of the delivered PRODUCTS by registered letter with acknowledgment of receipt within fifteen (15) days of the delivery of the PRODUCT.

The submission of a claim by the CUSTOMER shall not exempt the CUSTOMER from paying the price of the PRODUCTS within the required payments terms.

The CUSTOMER shall provide all necessary justifications to support its claim.

No return of PRODUCTS shall be deemed accepted without the prior written consent of AGRO-BIO's Commercial Department. Any PRODUCT returned without said prior consent shall be kept at the CUSTOMER's disposal and shall not give rise to any credit. Return expenses and risks shall always be borne by the CUSTOMER. Returned PRODUCTS shall be accompanied by a return voucher and shall be returned in full to AGRO-BIO, in the state in which they have been delivered, in compliance with indicated storage and shipment terms. Returns which do not follow this procedure shall result in the CUSTOMER's loss of any right to a free replacement of the PRODUCTS or of all down payments.

7.2 Consequences

Subject to AGRO-BIO's acceptance of the non-conformity of the PRODUCTS delivered, the warranty for PRODUCTS is strictly limited to the replacement free of charge of the corresponding PRODUCTS, to the exclusion of any claims for damages whatsoever, under the condition that the CUSTOMER's claim concerning the quality or quantity of the delivered PRODUCTS has been received by AGRO-BIO within the period of time set in article 6.1 of these GENERAL TERMS OF SALE.

ARTICLE 8: WARRANTY

8.1 Scope

AGRO-BIO warrants that the PRODUCTS delivered shall comply with their current Specifications during their shelf life as specified in the package inserts of the PRODUCTS delivered to the CUSTOMER, and AGRO-BIO warrants that the CUSTOMIZED SERVICES shall be performed in accordance with the protocol and Specifications provided in the Acknowledgment of Receipt of Order sent by AGRO-BIO. Moreover, AGRO-BIO warrants that the CUSTOMIZED PRODUCTS delivered to the CUSTOMER are the result of the performance of the CUSTOMIZED SERVICES that are listed in the Acknowledgment of Receipt of Order.

AGRO-BIO declares that, to the best of its knowledge, the use of the PRODUCTS by the CUSTOMER under these GENERAL TERMS OF SALE does not infringe prior intellectual property rights owned by a third party, being expressly understood that this cannot be interpreted as constituting any warranty by AGRO-BIO for the future.

8.2 Exclusion

No provision in these GENERAL TERMS OF SALE shall be construed as being:

- (i) a warranty or representation that none of the CUSTOMIZED SERVICES performed by AGRO-BIO and/or none of the CUSTOMIZED PRODUCTS used by AGRO-BIO or by the CUSTOMER infringes or will infringe patent or other exclusive rights owned by a third party.
- (ii) an undertaking by AGRO-BIO to sue third parties for infringement of patent or other exclusive rights.

AGRO-BIO makes no representation and provides no warranty or guarantee, express or implied, on the capacity of the ANTIGENS provided by the CUSTOMER to produce the CUSTOMIZED PRODUCTS or on the quality of the CUSTOMIZED PRODUCTS. The *in vivo* immune response is uncertain and AGRO-BIO will not be obliged to achieve a specific result.

Moreover, AGRO-BIO makes no representation and provides no warranty or guarantee, express or implied, on the PRODUCTS and CUSTOMIZED PRODUCTS, including merchantability or fitness for a particular purpose. Under no circumstances, AGRO-BIO shall be liable, whether in contract or in tort, including but not limited to negligence or otherwise for any special or consequential damages or losses resulting from the industrial or commercial use of the PRODUCTS and/or CUSTOMIZED PRODUCTS or from the performance of the CUSTOMIZED SERVICES, and particularly but not limited to, any deterioration, losses of customers or data, and expenditure supported by the CUSTOMER.

ARTICLE 9: PRICE

The prices for the PRODUCTS listed in the AGRO-BIO's Product catalog are only given for information purposes, the invoiced price being the one in force at the time of shipment of the PRODUCTS. The prices for the CUSTOMIZED SERVICES are quoted and indicated in the Acknowledgment of Receipt of Order, these prices varying depending on the conditions CUSTOMIZED to each quote. Any order not planned in the quotes shall be invoiced separately. Prices are given free of any taxes. Any taxes, excises or other to be paid in compliance with the French and European regulations, or those of an importing country or a country of transit are to be borne by the CUSTOMER.

ARTICLE 10: TITLE TO THE PRODUCTS AND/OR CUSTOMIZED PRODUCTS

Notwithstanding the provisions set forth in above, title to each PRODUCT and/or CUSTOMIZED PRODUCT delivered by AGRO-BIO shall pass to the CUSTOMER upon full payment by the CUSTOMER of said PRODUCT and/or CUSTOMIZED PRODUCT's price.

In case of CUSTOMER's failure to respect the payment terms, AGRO-BIO reserves the right to request the restitution of the PRODUCTS and/or CUSTOMIZED PRODUCTS by registered letter with acknowledgment of receipt.

The provisions of this article do not prevent the transfer to the CUSTOMER, upon delivery of the PRODUCTS and/or CUSTOMIZED PRODUCTS by AGRO-BIO to the carrier, of the risk of PRODUCT loss or deterioration or of damage caused by the PRODUCTS and/or CUSTOMIZED PRODUCTS. The CUSTOMER shall have to subscribe an insurance coverage guaranteeing the risks borne as from the delivery of the PRODUCTS and/or CUSTOMIZED PRODUCTS by AGRO-BIO.

ARTICLE 11: PAYMENT - PENALTY

AGRO-BIO shall establish and deliver an invoice to the CUSTOMER for each order.

Except if expressly agreed otherwise in writing between AGRO-BIO and the CUSTOMER, each invoice shall be paid integrally without discount by the CUSTOMER to AGRO-BIO within thirty (30) days from the date of invoice.

AGRO-BIO reserves the right, in addition to all other remedies available, at its sole discretion and without prior notice (i) to suspend deliveries and to refuse to honor any and all new orders until complete payments by the CUSTOMER of all of its overdue accounts, (ii) to invoice interests on overdue accounts at the legal rate multiplied three (3) times and (iii) to charge an extra collection fees of 40 Euro.

ARTICLE 12: GOVERNING LAW - LITIGATION

These GENERAL TERMS OF SALE are governed by French law.

Failing amicable settlement, any dispute arising from these GENERAL TERMS OF SALE is to be submitted exclusively to the Commercial Courts competent over the location of AGRO-BIO's registered offices.

| | | |
|--|--|---|
| MODULO DI RICHIESTA DISPOSITIVI MEDICI PER LA RICERCA SCIENTIFICA | |  |
| N.Richiesta | Valido per acquisizione di dispositivo medico, presidio medico chirurgico, dispositivo diagnostico, prodotto diagnostico IVR e DPI infungibile | |
| (Spazio Riservato) | | |
| Data | 19/05/2020 | |
| Dipartimento | Ricerca, Diagnostica Avanzata e Innovazione Tecnologica | |
| U.O. / Servizio richiedente | Oncogenomica ed Epigenetica | |

A) INFORMAZIONI SANITARIE

Tipologia, descrizione e caratteristiche tecniche del dispositivo:

Vedi offerta n. DE200150B e n. • N°190212/ESN/C

Ragioni di natura tecnica correlate a specifiche indicazioni di natura diagnostica e di risultato che non consentono l'impiego di prodotti con caratteristiche equivalenti e che giustificano la dichiarazione di infungibilità:

Si tratta di due tipi di servizi: 1) servizio di mappatura dell'epitopo fornito da Agro-Bio. Per le nostre progettualità in corso, si è reso necessario un mapping fine dell'epitopo e quindi un'ulteriore analisi con altri due enzimi (Elsatasi e Termolisina); 2) servizio di generazione di ibridomi fornito da Agro-Bio. Dopo estensivi test nel nostro laboratorio, abbiamo constatato che non esistono dei validi anticorpi commerciali diretti contro NLRC5. Per le nostre progettualità si è reso quindi necessario la generazione di ibridomi al fine di sviluppare dei nuovi anticorpi monoclonali specifici per NLRC5, da poter impiegare nelle diverse metodiche di laboratorio (Western Blotting, IP, IF, FACS, IHC).

B) INFORMAZIONI ORGANIZZATIVE

Codice di repertorio nazionale: _____

Produttore: _____

Fabbisogno presunto in UM: _____

Spesa presunta (IVA esclusa): _____

Durata proposta del contratto di fornitura: _____

Informazioni aggiuntive: _____

C) DICHIARAZIONE DI INFUNGIBILITA'

I sottoscritti, consapevoli delle possibili responsabilità di natura civile, penale, disciplinare e amministrativo-contabile in merito all'attestazione di informazioni false, inesatte od erronee, dichiarano che, per le indicazioni cliniche sopra specificate, non sono disponibili nel repertorio nazionale DM prodotti alternativi con caratteristiche equivalenti, sia in termini prestazionali che funzionali. A tal fine dichiarano che il prodotto richiesto:

- il prodotto, consistente in materiale di consumo o reagenti (non apparecchiature), è necessario per ultimare esperimenti ricompresi in un progetto di ricerca in corso (avviato da almeno 60 gg.), ed il ricercatore ha dichiarato che il cambio di prodotto renderebbe necessario ripetere test già effettuati in precedenza, in quantità tali da compromettere i tempi previsti per la sperimentazione.
- la ricerca appartiene ad una rete coinvolgente, oltre agli IFO, altri centri di ricerca (progetto multicentro), ed il direttore/responsabile del "progetto rete" ha dichiarato esplicitamente che ciascun centro di ricerca deve necessariamente dotarsi di un particolare prodotto commercializzato da determinato unico operatore economico, al fine di non compromettere le finalità della ricerca.
- il prodotto è stato già utilizzato dall'Istituto o in altri centri nell'ambito di progetti di ricerca analoghi a quello per il quale se ne richiede l'acquisto e, quindi, considerato necessario ai fini della comparabilità dei risultati.
- la ricerca preveda necessariamente l'utilizzo di un'apparecchiatura (già stabilmente di proprietà degli IFO) ed il prodotto, consistente in materiale di consumo o reagenti da utilizzare con l'apparecchiatura in questione, debba essere necessariamente fornito da un unico operatore economico determinato in quanto il produttore dell'apparecchiatura ha certificato sul manuale d'uso che tale prodotto è l'unico compatibile con l'apparecchiatura.

Timbro/firma Ricercatore Richiedente

[Firma]

Timbro/firma Responsabile Ricerca (P.I.)

[Firma]

Timbro/firma Direttore Scientifico

D) Valutazione Direzione Scientifica:

Il Direttore Scientifico

Massima urgenza
Priorità piano acquisti anno

Urgente

Non urgente

Programmabile

IL RESPONSABILE UOSD
ONCOGENOMICA e EPIGENETICA
Dr. Giovanni Bordinato

[Firma]