AGREEMENT ON THE ESTABLISHMENT
OF THE INTERNATIONAL ASSOCIATED LABORATORY
ON FUNCTIONAL COMPOUNDS IN MEDITERRANEAN AND NORTHERN DIETS
(IAL MEDINORD)

BETWEEN

UNIVERSITÉ LAVAL, hereinafter referred to as "Université Laval," a legal person constituted under private law by an act of the Québec National Assembly assented to December 8, 1970 (S.Q. 1970, c. 78), headquartered in Québec City, Province of Québec, Canada, and represented by its Vice-president, Research, and Innovation, Eugénie Brouillet, duly authorized for this purpose as she herself declares;

AND

Consiglio Nazionale delle Ricerche, hereinafter referred to as "CNR," a public scientific research organization located in Rome, Piazzale Aldo Moro, 7, represented by Prof. Massimo Inguscio, president as he himself declares;

Hereinafter referred to individually as "Party" or collectively as "Parties."

WHEREAS CNR has the Institute of Sciences of Food Production (hereinafter referred to as CNR-ISPA) in Italy active in the fields of agrifood, food science and technology, and the production of functional foods of Mediterranean origin;

WHEREAS Université Laval has a functional food and nutrition institute (Institut sur la nutrition et les aliments fonctionnels, hereinafter referred to as INAF) active in the fields of agrifood, nutrition, and the production of biomolecules of health interest and products of Northern origin;

WHEREAS INAF and CNR-ISPA have a history of research collaboration in the study of the health effects of certain molecules from food products and the development of technologies to extract and isolate molecules bioactives;

WHEREAS INAF and CNR-ISPA wish to collaborate and pool their expertise to spur the advancement of knowledge, create training opportunities, produce joint deliverables, and affirm their international leadership in the identified scientific fields;
WHEREAS the Parties wish to join together in research and training projects and the establishment of a framework facilitating the transfer of knowledge and technologies in the field of functional compounds in Mediterranean and Northern diets;

WHEREAS joint projects or activities have been or will be developed involving INAF and CNR-ISPA partners, including the NSERC-Diana Food Industrial Chair and CNR-ISPA’s industrial projects supported by European programs (IRAP-Eureka);

WHEREAS Université Laval and the Italian CNR have established a Joint International Microbiome and Metabolic Health and Nutrition Research Unit (UMI MicroMeNu);

WHEREAS the study and valorization of Mediterranean and Northern diets fits with Université Laval’s research priorities to “create a society where health and well-being are sustainable” and to “stimulate and promote regional, national, and international partnerships and collaborations” as set out in the Research Development Plan 2015-2020 – Institutional Strategy;

WHEREAS the Parties share a desire to encourage the exchange of expertise and to promote the mobility of research and training teams;

WHEREAS it is in the general interest of the Parties to establish such collaboration on the basis of reciprocity;

WHEREAS the Parties wish to work together to establish an International Associated Laboratory (IAL) aimed at studying the functional compounds found in Mediterranean and Northern diets;

WHEREAS the Parties wish to establish a governance structure and operating rules for IAL;

WHEREAS the terms and conditions governing Intellectual Property Rights stemming from research and innovation work at IAL need to be clarified;

IN CONSIDERATION of the conditions, undertakings, and agreements set forth herein, the Parties have agreed as follows:

To create for a period of four (4) years an International Associated Laboratory (hereinafter referred to as "IAL") without legal personality for the study of the functional compounds found in Mediterranean and Northern diets.

Nothing in this Agreement shall be construed to constitute, create, give effect to, or recognize the creation of a joint venture, mandate, company, interest group, or any other grouping or commercial entity, or de facto partnership between the Parties.
1. DEFINITIONS

In this Agreement and its appendices, the following terms have the meanings ascribed thereto unless the context otherwise requires. The singular includes the plural, and the masculine gender includes the feminine:

"Specific Agreement" means a specific agreement between the Parties (and possibly third parties) that sets out when and how a joint project will be implemented and how it will be financed.

"Intellectual Property Rights" means all registered and unregistered intellectual property rights, including patent rights, copyright, industrial designs, integrated circuit topographies, inventions (patentable and non-patentable), discoveries, trade secrets, know-how, domain names, trademarks, trade names and other rights recognized by statutory or ordinary law in the foregoing, including any application for protection.

"Prior Intellectual Property Rights" means all Intellectual Property Rights as defined above that either Party designed, developed, acquired, or otherwise obtained prior to the signing of this Agreement. Any Intellectual Property Rights acquired by either Party while this Agreement is in force, but independently thereof, in the course of its own research, shall also be considered as Prior Intellectual Property Rights.

"New Intellectual Property" means Intellectual Property stemming from an Outcome designed and/or developed by either Party as part of IAL-related research.

"Project" means a research project

(i) conducted under the auspices of IAL;
(ii) in one of the research areas set out in section 3 of Appendix 1 of this Agreement;
(iii) under a Specific Agreement; and
(iv) governed by this Agreement unless provisions of the Specific Agreement state otherwise.

"Confidential Information" means any information disclosed in written, graphic, oral, or physical form, including but not limited to scientific knowledge, know-how, processes, inventions, technical information, formulae, products, plans, biological materials, or software owned or controlled by a Party. Confidential Information must be identified as such at the time of disclosure and, if provided orally, must be backed up in writing within thirty (30) days and marked as confidential.

"Outcome" means any new idea, new scientific or technical knowledge, invention, new process, ongoing study or study findings, reports, tests, know-how, biological materials, software, or new information stemming from work conducted at IAL, whatever the nature or medium, whether or not any such Outcomes have the appearance of an invention, and whether or not they are covered by Intellectual Property Rights generated by a Party to IAL.
“Own Outcomes” are Outcomes developed by a single Party.

“Shared Outcomes” are the Outcomes developed by both Parties.

2. CONSTITUENT PARTIES

IAL is composed of the Parties as well as the following stakeholders:

- Université Laval’s Institute of Nutrition and Functional Foods (INAF);
- Université Laval’s Faculty of Agricultural and Food Sciences (FSAA);
- Institute of Sciences of Food Production (CNR-ISPA).

3. PURPOSE

3.1 Through the quality and worth of its research, innovation, training, and transfer activities, IAL aims to be a world authority in the study of the functional compounds found in Mediterranean and Northern diets.

3.2 IAL’s mission is to develop knowledge and technologies for the extraction of bioactive compounds, the bioavailability of bioactive molecules, the effect of these molecules on the modulation of the intestinal microbiota, and the effects of food on health in general, and to promote their transfer to users.

3.3 IAL’s specific objectives are set out in the scientific program included in Appendix 1 of this Agreement. These objectives will be achieved through research, innovation, training, and transfer projects conducted under the aegis of IAL.

4. IAL LEADERSHIP AND GOVERNANCE

4.1 Each Party shall appoint a director for a four-year term (4).

4.2 The directors are responsible for convening and managing the decisions of the Steering Committee, each in relation to their home institution. The directors are also responsible for achieving IAL’s objectives.

4.3 The directors are jointly responsible for establishing and monitoring IAL’s scientific programming.

4.4 IAL’s governance is assumed by a Steering Committee and a Scientific Committee. The Steering Committee may also, if the need arises, set up any other Committee or working group it deems necessary.
4.5 The Steering Committee

4.5.1 Composition

The members of the Steering Committee are appointed for a term of four (4) years.

The IAL Steering Committee is composed of the following members:

- The two (2) IAL directors (in a consultative capacity);
- The vice-president of international relations, CNR-ISPA (or his representative);
- The vice-president, research, and innovation, Université Laval (or his representative);
- The director of CNR-ISPA;
- The director of INAF (or his representative);
- The dean of FSAA (or his representative).

The Steering Committee may call on any expert it thinks may make a valuable contribution to ask him to take part in its meetings in a consultative capacity.

The Steering Committee will meet at least once a year and as often as the need arises, as convoked by the directors. Where appropriate and with the agreement of the Steering Committee members, these meetings may be held by teleconference. All Steering Committee decisions must be unanimous.

Every year the Steering Committee must select a chair and a secretary from among its members.

Minutes must be kept of each Steering Committee meeting. The minutes must be sent to all Steering Committee members.

4.5.2 Roles and Responsibilities

The IAL Steering Committee is responsible for:

- Ensuring that IAL develops in accordance with this Agreement and the wishes of the Parties;
- Adopting guidelines on management of the following:
  - Opportunities, priorities, resources, and cost of the respective Projects of each Party (research and innovation, training, transfer, communications, etc.);
  - Progress in the implementation of IAL, including its Projects;
  - Financing, research, or innovation collaborations to be established with third parties.
- Approving the annual program of activities;
- Approving IAL's budget approach;
- Recommending that Specific Agreements be signed;
• Approving the financial statements and science review;
• Resolving any difficulty of interpretation or decision concerning IAL;
• Adopting indicators that facilitate monitoring of IAL activities;
• Approving the final IAL activity report before it is forwarded to the Parties and advising on whether IAL should be renewed if a request to this effect is received;
• Adopting the IAL visibility policy and procedures;
• Ensuring that public relations, conferences, and knowledge dissemination are consistent with IAL’s mission and objectives.

4.5.3 Conflicts of Interest

All members of the Steering Committee must, during their term of office, avoid all conflicts between their personal interests and their duties as members of the Steering Committee. Should a conflict of interest situation arise, they must notify the committee of the fact. This must be recorded in the minutes of the meeting at which the subject was on the agenda.

No member of the Steering Committee may take part in deliberations or vote on any matter in which he has a personal and separate interest. Such members must withdraw from the meeting. The Steering Committee may, however, before the member withdraws from the meeting, ask any questions it deems necessary or helpful.

4.6 The Scientific Committee

4.6.1 Composition

The IAL Scientific Committee is composed of the following members:

• The two (2) IAL directors, who co-chair the Scientific Committee;
• A maximum of two (2) scientific representatives appointed by each Party for a renewable term of two (2) years;
• Two (2) external scientific representatives invited by the Parties by mutual agreement for a renewable term of two (2) years, who must agree to sign a confidentiality agreement.

The Scientific Committee may, for consultation purposes, invite any expert it wishes to its meetings, provided the expert signs a confidentiality agreement.

4.6.2 Roles and Responsibilities

The Scientific Committee is responsible for assisting the IAL Steering Committee in defining and coordinating the research and innovation agenda. In this regard, the members of the Scientific Committee are responsible for:

• Giving their opinion on the IAL scientific program and recommending additional themes, Projects, and/or studies;
• Identifying calls for tenders or projects within IAL’s fields and themes of research that represent national or international opportunities and encouraging research teams to take part in available funding programs;
- Advising IAL directors on all development and scientific outreach opportunities;
- Ensuring appropriate management of outcomes with good industrial and/or commercial potential.

The Scientific Committee meets at least once a year or as often as the need arises, convened by the directors. Where appropriate and with the agreement of the committee members, these meetings may be held by teleconference. Minutes of each meeting of the Scientific Committee must be kept and forwarded to all committee members.

5. IAL RESOURCES

5.1 Personnel

5.1.1 IAL is made up of researchers associated with the laboratories and teams, as indicated in Appendix 1. The Steering Committee may review and update this list of IAL researchers.

5.1.2 All staff used by the directors to assist in IAL's implementation will remain fully attached to their parent organizations and will perform their work as instructed by their supervisors. In this regard, the IAL directors must, for each joint Project, consult on the terms, timing, and extent of participation of such personnel. Appendix 1 summarizes the issues of staff participation for IAL's first year. Any change must be brought to the attention of the Parties without delay, and Appendix 1 must be updated.

5.1.3 Each Party is responsible for continuing to pay its seconded staff and meeting all employer civil, social, and fiscal obligations under national law. Each Party retains all administrative management prerogatives with regard to its personnel. Each Party must ensure coverage of its personnel in respect of workplace accidents and occupational diseases without prejudice to any recourse against liable third parties. As their respective employers, each Party remains the sole holder of disciplinary authority with respect to its personnel.

5.2 Financial provisions

5.2.1 The Parties will agree to management mechanisms to partially or fully manage IAL budgets.

5.2.2 IAL may respond to calls for proposals for national and international funding requests.

5.2.3 Each Party is responsible for its own IAL budget. No Party may be requested to cover costs incurred by the other Party. Each Party allocates and manages that part of the budget corresponding to its financial commitment. In this regard, each Party must inform the directors before the beginning of each budget year of the estimated
funding it intends to earmark for IAL objectives. Each Party must also indicate all monies from other sources available to IAL.

5.2.4 At the end of each fiscal year, each Party must provide the directors with a statement of the resources allocated and expenditures incurred under IAL, to aid in preparation of the annual IAL financial statement.

5.3 Equipment

5.3.1 Equipment or material acquired by either Party under an IAL Project remains its exclusive property. This Agreement in no way transfers ownership of the equipment or material.

5.3.2 Equipment or material acquired under IAL must be used primarily for IAL activities.

6. IAL ACTIVITIES

6.1 Specific Agreements

For implementation of this Agreement, the Parties will conclude Specific Agreements between themselves (and possibly with third parties) setting out, among other things, how IAL Projects will be implemented, funded, and scheduled.

6.2 Research and Innovation

The research and innovation program will focus on polyphenol extraction technologies for Mediterranean and Northern products and on the bioavailability and impact of bioactive compounds of these products on the intestinal microbiota. Its objectives are detailed in Appendix 1.

6.3 Training

6.3.1 The IAL research and innovation program will offer researchers and students a unique mix of co-direction for graduate students and/or co-supervision for Ph.D. students, special training on research, travel opportunities, and hosting of faculty researchers. Once this Agreement creating IAL has been signed, the Parties undertake to put in place a specific, reciprocal research internship agreement and possibly a dual-institution master's degree.

For co-supervision, a model is available at Bureau international of Université Laval.

6.3.2 IAL will also add value to the training of top-tier personnel in targeted research and innovation areas. Proposed activities will include high-level seminars and
specialized training in advanced fields associated with the expertise of IAL researchers and labour market needs.

6.3.3 IAL may also contribute to the development of new distance and/or continuing education activities.

6.4 Knowledge and Technology Transfer

The transfer of knowledge and technology to receiving communities will be a core IAL objective. Proposed activities are expected to boost IAL’s representation in regional, national, and international research networks and to showcase the achievements of its researchers. To achieve these transfer objectives, it is agreed to:

- Organize IAL-related knowledge transfer as part of scientific events;
- Use a Web tool to promote advances made at IAL;
- Participate in both scientific and commercial events to promote IAL Outcomes.

6.5 Program Evaluation

6.5.1 The research and innovation program established by the two (2) IAL directors is subject to evaluation by the IAL Scientific Committee and Steering Committee. It is up to each Party to carry out any evaluation procedures required internally.

6.5.2 The Steering Committee will draw up a short, simple, harmonized list of Parties’ practices, process indicators, and Outcomes to facilitate the monitoring of IAL activities, including Projects.

6.5.3 An evaluation of IAL activities will be conducted six (6) months before this Agreement expires. If the intention is to renew the Agreement, an International Committee will be struck to carry out the evaluation. In this regard, the IAL directors will draw up a final activity report, have it vetted by the Scientific Committee and the Steering Committee, then forward it to each of the Parties. Each Party will then convey to the other Party its decision with regard to what it wishes to do with IAL (continue, fine-tune, or terminate).

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1 Confidentiality

7.1.1 Each Party undertakes not to disclose or communicate Confidential Information under this Agreement to any person except to its own personnel on a need-to-know basis.

7.1.2 Each Party undertakes to take reasonable measures to ensure that its personnel makes that same efforts to comply with these confidentiality obligations as it does to
protect its own information of a similar nature. Each Party undertakes not to use the Confidential Information for any purpose other than that for which it was provided.

7.1.3 A Party has no obligation of confidentiality regarding information that:
   a. Was lawfully in its possession before being disclosed to it, as demonstrated by valid physical evidence;
   b. Is or becomes public knowledge through no fault of the Party;
   c. Is lawfully communicated to the Party by a third party that has no duty of confidentiality;
   d. Is independently developed by the Party without use of the Confidential Information disclosed under this Agreement, as demonstrated by valid physical evidence;
   e. Is legally required to be disclosed; or
   f. Has been authorized in writing to be disclosed by the Party that owns the Confidential Information.

7.1.4 Nothing contained herein shall prevent:
   a. Submission of a thesis to reviewers in accordance with the usual rules and practices of the Parties provided that, where applicable, such reviewers are bound by confidentiality provisions on terms no less stringent than those set out herein; or
   b. Issuance by the Party of a scientific activity report it is required to make to the government or its regulatory body, as such report is not considered a public disclosure, but rather an internal document of the Party.

7.1.5 The rights and obligations of the Parties regarding Confidential Information extend beyond the termination or expiration of this Agreement until such time as the information concerned is in the public domain, or for a period of two (2) years following termination or expiration of this Agreement, whichever comes first.

7.2 Intellectual Property Management

7.2.1 Each of the Parties retains exclusive ownership of its Prior Outcomes and Intellectual Property Rights.

7.2.2 Any new Intellectual Property developed individually by a Party from its Own Outcomes in the context of a Project belongs exclusively to that Party.

7.2.3 Any new Intellectual Property developed by the two Parties from Shared Outcomes will be the joint property of the Parties that participated in securing these Shared Outcomes, according to a ratio to be determined at the time based on the intellectual, financial, material, and human contributions of the Parties concerned.

7.2.4 Notwithstanding the foregoing, students, researchers, and teacher-researchers own and retain the copyright to their essays, master's theses, or doctoral dissertations or other scientific publications or reports of any kind, as the case may be. The Parties
undertake to make all necessary arrangements with the students and their best efforts to ensure compliance with the confidentiality and Intellectual Property obligations of this Agreement.

7.2.5 In the event that the Shared Outcomes are likely to be the subject of a patent application, an ownership agreement will be drawn up between the Parties concerned as soon as possible and before any industrial and/or commercial use in order to apportion ownership and set the management conditions regarding each Party's rights and obligations according to the intellectual, financial, material, and human contributions that each contributed to the said Shared Outcomes.

7.2.6 Use of Outcomes for Research

The Parties may use IAL Outcomes free of charge, whether their Own or Shared, for their research needs, excluding any direct and/or indirect use for commercial or industrial purposes, under the following conditions:

a. Outcomes placed in the public domain will be freely usable;

b. Outcomes not placed in the public domain:
   - Will be freely usable for internal research purposes by Parties;
   - In the case of a Party's Own Outcomes, will be freely usable for collaborative research purposes by the Party to which they belong; and
   - In the case of Shared Outcomes, will be usable for collaborative research purposes after agreement of the other Party concerned, it being understood that such agreement may be refused only on duly justified grounds.

7.2.7 Use of Outcomes for Industrial and/or Commercial Purposes

In the event of Outcomes likely to be used industrially and/or commercially, whether such Outcomes have been obtained by a single Party or jointly, the Parties must consult each other via the Scientific Committee and in consultation with the research development teams of each of the Parties regarding such use.

8. PUBLICATIONS

8.1 The Parties undertake to share with the other Party all information necessary to carry out the joint research and innovation program. Publication of Outcomes will follow the rules in use in the scientific community.

8.2 Publications on joint work conducted under the aegis of IAL must mention the relationship between the Parties. They must bear the mention "Research carried out under the aegis of the International Associated Laboratory MEDINORD" in addition to any mentions of institutes and affiliated universities.

8.3 During the term of this Agreement and for two (2) years thereafter, each Party undertakes to inform the other Party in writing when considering publications related to IAL Projects. The other Party may refuse publication only for a serious
and legitimate reason (intellectual property title, commercial use). In the event of disagreement between the Parties, the Steering Committee will rule on the matter. Failure by a Party to respond within one (1) month will constitute authorization.

8.4 No publication or paper may be delayed for more than three (3) months due to disagreement between the Parties unless it contains material information of an industrial, commercial or strategic nature related to the activities of one or some of the Parties. In such cases, the decision as to the nature and duration of confidentiality will rest with the Steering Committee.

It nevertheless remains possible for staff involved in IAL activities to communicate their Outcomes in the form of confidential reports to their line authorities.

8.5 Where a student has played a role in Outcomes as concerns Article 7.2.7, any delay in the public disclosure of such Outcomes must not exceed two (2) years, or such period as may have been agreed between the Party concerned and the student associated with the Project, in accordance with the policies of each Party. Any non-disclosure of a thesis, dissertation, or other publication must not be detrimental to a student's graduation.

9. **VISIBILITY**

A brand image will be developed for IAL according to instructions agreed to by the Steering Committee.

10. **LIABILITY**

10.1 Each Party is liable under the rules of ordinary law for harm its personnel may cause to third parties or to the personnel of the other Parties in the performance of this Agreement, including harm resulting from the use of material and equipment belonging to the other Parties and made available to such personnel.

10.2 Each Party is liable, without possibility of recourse against any other Party or Parties except in cases of gross and/or willful misconduct, for damage caused to its own property in the performance of this Agreement.

11. **NOTICE**

Any notice or other communication required to be served hereunder will be deemed received if delivered to its addressee by courier or registered mail at the addresses set forth below:
For Université Laval:  
Kaouther Bessrour  
Director  
Office of the Chairs and structuring partnership  
Vice Rectorate Research and Innovation  
Université Laval  
Pavillon des Sciences de l’éducation, local 1482  
2320, rue des Bibliothèques  
Québec (Québec) G1V 0A6  
Email: Kaouther.Bessrour@vrr.ulaval.ca

For CNR-ISPA:  
Angela Cardinali  
Researcher  
Institute of Sciences of Food Production (ISPA)  
National Research Council  
Via Amendola 122/O, 70126 Bari  
Italy  
Email: angela.cardinali@ispa.cnr.it

12. DURATION AND SCOPE OF AGREEMENT

This Agreement has a term of four (4) years, commencing retroactively on January 1, 2017, and ending on December 31, 2021. It may be renewed by mutual written consent of the Parties following the evaluations required by the Parties.

13. TERMINATION

13.1 In the event of a failure to abide by any of the undertakings in this Agreement, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. If the Party in default refuses or fails to make good within this period, termination will be effective without further notice or delay.

13.2 Each Party may terminate this Agreement at any time by giving six (6) months' written notice to the other Party.

13.3 In the event of termination or expiration of this Agreement, each Party will pay all costs related to termination of the work of its members involved in ongoing Projects and to joint commitments made prior to the termination date. The Parties will also ensure that this does not cause prejudice to students involved in ongoing Projects. Notwithstanding the expiration or termination of this Agreement, the provisions of Articles 7 (Confidentiality and Intellectual Property Management) and 8 (Publications) will remain in force for their respective terms.
14. MEMBERSHIP

All applications for third party membership will be reviewed by the IAL Steering Committee. To be accepted, such applications must have the unanimous written consent of all the Parties, which must be formalized in an amendment to this Agreement.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 This Agreement will be governed by the laws of Québec for activities carried out in Québec and by the laws of Italy for activities carried out in Italy.

15.2 The Parties shall endeavour to settle their disputes amicably. If within six (6) months the Parties have not succeeded in resolving their dispute, the more diligent Party may refer the matter to the competent court. The law and the competent courts of the defendant’s registered office will have jurisdiction to settle the dispute.

16. SIGNATURE IN MULTIPLE COPIES

The Parties may sign this Agreement in two (2) or more copies, each of which will be deemed to be an original and all of which will constitute one and the same instrument. The Parties acknowledge and agree that the exchange of any electronic or facsimile signature will have the same legal effect as if the Parties had exchanged original paper signatures.

17. INTERVENORS

The intervenor hereby acknowledges, by his signature, that he read this Agreement and accepts all of its terms and conditions, to the extent that he is concerned by the Agreement and agrees to be bound by it, and, where applicable, agrees to ensure that all members of his team are informed of their obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement in two (2) original copies.

FOR UNIVERSITÉ LAVAL

Eugénie Brouillet
Vice-President, Research and Innovation

FOR CONSIGLIO NAZIONALE DELLE RICERCHE

Prof. Massimo Inguscio
President
INTERVENORS

For Institut sur la nutrition et les aliments fonctionnels

Sylvie Turgeon
Director

For CNR-ISPA

Antonio F. Logrieco
Director

For the Faculty of Agriculture and Food Sciences

Jean-Claude Dufour
Dean

Date 14/10/2018