

GANTT CHART AND BUDGET ESTIMATE

**SERVICES AGREEMENT**

**Effective Date:**

**Date of the last signature**

This Services Agreement (“Agreement”) is effective as of the Effective Date between **Stallergenes SAS, 6 rue Alexis de Tocqueville, 92183 Antony Cedex France, registered in Nanterre, under number 808 540 371, VAT no. FR34808540371** (“Stallergenes Greer”), and

**Name (“Provider”):** Università degli Studi di Foggia  
**Address:** Dipartimento di Scienze Mediche e Chirurgiche  
**Address:** Via A. Gramsci n. 89/91 - 71122 Foggia

**Business/Individual Registration Number:** IT03016180717

**1. Background.** Stallergenes Greer desires to engage Provider to perform services on a certain project, and Provider desires to provide such services under the terms of this Agreement.

**2. Services.** Provider shall perform the services set forth in the statement of work attached hereto as Exhibit A (the “SOW”), but shall not initiate or order work, or incur expenses chargeable to Stallergenes Greer until the SOW has been fully executed. Provider shall comply strictly with the Timetable provided in the SOW. In the event Provider fails to comply with any date or timeframe of the Timetable, Provider shall pay to Stallergenes Greer a financial penalty equal to 1% of the total amount of the SOW per day of delay. Stallergenes Greer may elect to deduct any sum owed under the financial penalty scheme from the amount of any unpaid invoice sent by the Provider.

**3. Payments.**

**3.1 Fees.** As full compensation for Provider’s services, including under the section of this Agreement entitled Property Rights, Stallergenes Greer shall pay fees in accordance with the SOW. Stallergenes Greer shall not be obligated to pay for services (i) not covered by the SOW or (ii) in excess of the amounts authorized in the SOW. Actual fees shall not exceed Provider’s estimates without Stallergenes Greer’s prior written approval.

**3.2 Expenses.** Stallergenes Greer shall reimburse Provider at actual cost for reasonable out-of-pocket expenses necessarily incurred in performing services under this Agreement and set forth in the SOW in accordance with Company’s standard policies. Stallergenes Greer shall not be obligated to pay for expenses (i) not covered by a SOW or (ii) in excess of the amounts authorized in the applicable SOW. Actual expenses shall not exceed Provider’s estimates without Stallergenes Greer’s prior written approval.

**3.3 Invoices.** On a monthly basis, or as may be otherwise set forth in the SOW, Provider shall submit an invoice setting forth the services performed, time expended and expenses incurred during the applicable period, and shall submit reasonable substantiation for such expenses. Unless otherwise set forth in the SOW, Stallergenes Greer shall pay undisputed amounts within forty-five (45) days end of the month following receipt of invoice.

**3.4 Records, Inspections and Audits.** Provider shall maintain records during the term of this Agreement and for three years following expiration or termination of this Agreement, or such longer period if required by applicable law, relating to services performed, time expended and expenses incurred under this Agreement. Stallergenes Greer shall have the right, upon reasonable notice, to examine such records. In addition, Stallergenes Greer shall have the right during normal business hours to examine and

inspect the facilities where the services are being performed, and audit any records or other data related to such services, in order to monitor the performance of the services.

3.5 Payments All-Inclusive. Except as expressly set forth in a SOW, the payments specified in this Agreement includes all taxes except Value Added Taxes if applicable, as well as all social security charges and other official fees and charges imposed thereon. If Stallergenes Greer is obligated under applicable law to pay any such taxes, charges or fees, then payment to Provider shall be reduced by the same amount, and Provider shall reimburse Stallergenes Greer in respect of any such taxes, charges or fees payable by Stallergenes Greer which have not been off-set against the consideration otherwise payable under this Agreement.

#### 4. **Term and Termination.**

4.1 Term. This Agreement commences on the Effective Date and continues until the services have been completed in accordance with the SOW. This Agreement may be terminated upon notice by Stallergenes Greer at any time.

4.2 Duties upon Termination. Upon termination, Provider shall (i) immediately cease performance of services, (ii) deliver all Work Product (as defined below), (iii) take all reasonable steps to minimize costs relating to such termination, and (iv) promptly return all of Stallergenes Greer's Confidential Information and any equipment and other materials provided by or on behalf of Stallergenes Greer. Stallergenes Greer shall pay for services rendered through the date of termination.

4.3 Survival. Termination of this Agreement shall not relieve either party of any obligation or liability accrued prior to the termination date. The obligations of the parties under the Sections entitled Records and Audit, Survival, Confidentiality, Property Rights, Warranties, Assignment, Notices, Severability, and Miscellaneous survive termination of this Agreement.

#### 5. **Confidentiality.**

5.1 Confidential Information. Provider shall hold in confidence all information in written, oral, electronic, visual or other form disclosed by or on behalf of Stallergenes Greer ("Confidential Information"), unless such information:

(i) is or becomes generally available to the public other than as a result of disclosure by Provider;

(ii) is already known by or in the possession of Provider at the time of disclosure by Stallergenes Greer;

(iii) is independently developed by Provider without use of or reference to the Confidential Information; or

(iv) is obtained by Provider from a third party that has not breached any obligations of confidentiality.

Without limiting the foregoing, the Confidential Information includes all personal information Provider obtains from or for Stallergenes Greer in connection with services performed under this Agreement.

5.2 Use. Provider shall use the Confidential Information only for the purpose of performing its obligations under this Agreement.

5.3 Standard of Care. Provider shall protect the Confidential Information using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care. Provider shall (i) implement and maintain appropriate security measures to prevent unauthorized access to, or disclosure of, the Confidential Information, (ii) promptly notify only Stallergenes Greer of any unauthorized access or disclosure of the Confidential Information, and (iii) cooperate with Stallergenes Greer in the investigation and remediation of any such unauthorized access or disclosure.

5.4 Non-Disclosure. Provider shall not disclose any of the Confidential Information, except to such employees, consultants, contractors, advisors and agents ("Representatives") of Provider who need to know the Confidential Information for the purpose of performing Provider's obligations under this Agreement and who are bound by obligations of non-use and non-disclosure substantially similar to those set forth herein. Provider shall be responsible for any disclosure or use of the Confidential Information by such Representatives.

5.5 Required Disclosure. Provider may disclose the Confidential Information to the

extent required by law or court order; provided, however, that Provider promptly provides to Stallergenes Greer prior written notice of such disclosure and provides reasonable assistance in obtaining an order or other remedy protecting the Confidential Information from public disclosure.

5.6 No Announcements. Provider shall not make any announcement of the existence or subject matter of this Agreement or use the name, trademarks or logos of Stallergenes Greer or its Affiliates without Stallergenes Greer's prior written consent.

5.7 Data Protection. In the event Provider processes any information relating to an identified or identifiable natural person ("Personal Data") belonging to Stallergenes Greer or its affiliates, it shall do so only in accordance with Stallergenes Greer or affiliates instructions and in strict compliance with applicable data protection law and shall implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful use or access. Provider shall not undertake anything to process or transfer any Personal Data from inside EU and Switzerland to outside of EU and Switzerland without the prior consent of Stallergenes Greer. Transfer to a country not providing an adequate level of protection for purposes of European data protection directive shall be subject to the prior execution of a data transfer agreement between Stallergenes Greer and the recipient of the Personal Data. Any breach of this section shall entitle Stallergenes Greer to immediately terminate this Agreement without penalties nor prejudice of other actions it may be entitled to.

**6. Independent Contractors.** Provider shall render all services hereunder as an independent contractor and not as an agent, representative or employee of Stallergenes Greer. Provider shall not enter into any agreements or incur obligations on behalf of Stallergenes Greer without prior written consent from Stallergenes Greer. Provider shall perform all services in an independent, non-exclusive and non-subordinated manner.

**7. Property Rights.**

7.1 Materials Provided. Stallergenes Greer shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Stallergenes Greer to Provider.

7.2 Work Product. Except for Provider-Owned Materials, Provider hereby assigns to Stallergenes Greer, for no additional consideration, all right, title and interest, including intellectual property rights, in all deliverables and other data, reports, works of authorship, inventions (whether reduced to practice or not), know-how, software, improvements, designs, devices, processes, methods, products and other work product developed, authored, conceived, produced or acquired by Provider, its employees, contractors or its agents for Stallergenes Greer under this Agreement, whether before or after the Effective Date (the "Work Product"). Provider shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Section. All Work Product shall be deemed Stallergenes Greer's Confidential Information.

7.3 Provider-Owned Materials. "Provider-Owned Materials" means items expressly identified as "Provider-Owned Materials" in a SOW. Except as otherwise expressly provided in a SOW, all Provider-Owned Materials shall be owned by Provider. Provider hereby grants to Stallergenes Greer a perpetual, non-exclusive, transferable, irrevocable, worldwide, fully-paid right and license to use, display, perform, reproduce, modify and distribute the Provider-Owned Materials to the extent that the Provider-Owned Materials are included in any deliverable.

7.4 General Expertise. Stallergenes Greer acknowledges that Provider's ability to perform services is dependent on Provider's past experience in providing similar service to others, and that Provider expects to continue such work in the future. Provider retains and is not conveying to Stallergenes Greer its methods of business or operation or expertise relating to services that it provides.

**8. Warranties.** Provider represents and warrants that (i) it has the full power and right to enter into this Agreement; (ii) it shall strictly comply with all applicable laws, rules, regulations and ordinances with respect to its services hereunder; (iii) it shall perform all services in a good, workmanlike, ethical and lawful manner; (iv) the services shall be performed by personnel with the skills and experience necessary to perform the services; (v) there are no prior

commitments with a third party that might interfere with its obligations hereunder; (vi) neither it nor the Work Product will violate, infringe or misappropriate any right or legally protected interest of any person or entity; (vii) it has obtained and shall maintain all releases, permissions and licenses necessary for Provider to perform its services; and (viii) it shall make no payment nor transfer anything of value, directly or indirectly, to any official or other person to influence any decision to obtain or retain business or gain an advantage in the conduct of business or to induce such official or other person to perform a function in violation of any statute, rule or regulation.

**9. Indemnification.** Provider shall indemnify Stallergenes Greer and its Affiliates, employees, directors, officers and agents and hold them harmless against any liability, judgment, action, demand, suit, loss, damage, (including but not limited to damage or loss in connection with the Service(s), bodily injury, consequential, tangible or intangible damage or loss, cost and other expenses including but not limited to reasonable attorneys' fees and court costs) resulting from Stallergenes Greer's and/or from any third party's claim made or proceedings brought against Stallergenes Greer to the extent such liability arises as a result of Provider's negligence, recklessness, misconduct or breach of its obligations, representations and warranties as set forth in this Agreement.

Provider shall subscribe to an insurance with a reputable known-solvent insurance company, covering all risks related to or arising from its obligations, without any possible recourse against Stallergenes Greer or its insurers.

**10. Force Majeure.** Force Majeure shall be defined as any event preventing either Stallergenes Greer or Provider from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents which are unforeseeable, unavoidable and beyond the reasonable control of the Party so prevented. If as a result of an event of Force Majeure, one of the Parties is unable to fully perform its obligations hereunder for a period of thirty (30) consecutive calendar days, the other Party has the right to terminate this Agreement upon a ten (10) calendar days prior written notice to the other Party.

**11. Assignment.** The rights and obligations of Provider under this Agreement are personal to Provider and may not be assigned or subcontracted to others without Stallergenes Greer's written consent. Provider shall ensure that all third parties who provide services on behalf of Provider comply with the terms of this Agreement. Stallergenes Greer may assign this Agreement in whole or in part without Provider's consent.

**12. Notices.** Notices hereunder must be in writing and given to the other party by in-hand delivery, by first class mail, postage prepaid, or by air courier to the mailing address set forth above or to such other address as either party may designate. Notices shall be effective when received.

**13. Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

**14. Anticorruption.** Provider represents and warrants that Provider has never and will not procure or offer to procure, directly or indirectly, any sum or any other advantage, whether financial or in kind, to a Public Official in order to influence any act or decision of said Public Official in violation of any applicable anti-corruption legal provision, included but not limited to the US Foreign Corrupt Practices Act and of the French "Loi Sapin 2". "Public Official" shall be defined as any person in a position of public authority or carrying out a public duty, included elected officials. This definition also includes employees and representatives of public institutions or state-controlled companies, persons acting as experts to governmental and/or regulatory authorities and persons working for international public institutions and bodies. Any infringement of this clause shall give Stallergenes Greer the right to immediately terminate the Agreement.

**15. Data Privacy.** Stallergenes informs Provider that Stallergenes owns a data base in which Provider's personal data are collected pursuant to the European General Data Protection Regulation (2016/679) and Stallergenes Data

Privacy Policy  
(<https://www.stallergenesgreer.com/personal-data-protection-policy>) for the purpose of administrative management of this Agreement. The aforementioned data is stored in Stallergenes' secure data base for a duration of 10 years. This information is used solely by the relevant departments and can only be transferred to the following recipient: Stallergenes SAS.

Provider has a right to access, to rectify, to data portability, to erasure of its personal data and also has a right to request a restriction of processing and give directives on the use of personal data after its death. Provider may exercise its rights by sending a written request to the following address: Stallergenes SAS, Data Protection Officer, 6 rue Alexis de Tocqueville, 92160 Antony, or via email: [dpo.gdpr@stallergenesgreer.com](mailto:dpo.gdpr@stallergenesgreer.com).

Provider may also on legitimate grounds object to processing of personal data concerning it and shall have the right to withdraw its consent at any time. Provider also has the right to file a complaint before the CNIL.

**16. Whistleblower.** Stallergenes Greer has established a compliance report mechanism for anyone who wants to report a concern related to unethical or illegal conduct or violations of all legislation, requirements, or of the Code of Ethics and Business Conduct of Stallergenes Greer. Provider is informed that he can report anytime an alert to the Compliance Department of Stallergenes Greer by writing to the following address : [compliance@stallergenesgreer.com](mailto:compliance@stallergenesgreer.com)

**17. Miscellaneous.** In the event of a conflict between the body of this Agreement and the SOW, the body of this Agreement shall govern. In the event of a conflict between the body of the SOW and any attachment thereto, the body of the SOW shall govern. Stallergenes Greer is not bound by and hereby expressly rejects any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Provider. This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation, validity, enforceability, performance, or termination (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of France.

The parties submit to the exclusive jurisdiction of the courts of Paris. This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements between the parties relating to the subject matter hereof. No agreement modifying or waiving any provision of this Agreement shall be binding unless made in a writing that references this Agreement and is signed by both parties. Facsimile, PDF and electronic signatures shall have the same effect as originals. This Agreement may be executed in counterparts.

GANTT CHART AND BUDGET ESTIMATE

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

**UNIVERSITÀ DEGLI STUDI DI FOGGIA**

**STALLERGENES SAS**

Dipartimento di Scienze Mediche e Chirurgiche

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Prof. Gaetano SERVIDDIO

Printed Name: Silvia Scurati

Title: Head of the Department

Title: Therapeutic Area Medical Lead - Respiratory

**EXHIBIT A**  
**STATEMENT OF WORK**

Under Services Agreement

**Parties to the SOW: UNIVERSITÀ DI FOGGIA / STALLERGENES**

**Date of Statement of Work:** *Date of the last signature of the Services Agreement*

**Description of Results to be Achieved by the Project:**

Metanalysis and submission of manuscript of RCTs on SLIT-tablets for allergic rhinitis (assessment of 2 outcomes (SS, MS))

**Responsible Person:** Prof. Danilo DI BONA (UNIFG) / Silvia Scurati (Stallergenes Greer)

**Deliverables:**

**Electronic online database for study** entry will be shared with Stallergenes in real-time with retrieved articles with literature search (on Medline): Definition of the PICO questions, Literature search, MEDLINE (initially the search will be optimized on MEDLINE), Reference list of retrieved articles. (estimated hours 12 hours)

**Analysis of the retrieved studies for possible inclusion** (*Estimated time 10 hours*)

Risk of bias assessment (RoB2 tool)  
GRADE (using GRADE pro for continuous updates)  
Data extraction for meta-analysis (if possible)

**Figures and Tables** (*Estimated time 30 hours*)

PRISMA flow chart of the search  
RoB2/tables/figure(s)  
Meta-analysis/subgroup analysis

**Outline of the manuscript** (*Estimated time 5 hours*)

**First or advanced manuscript draft** (*Estimated time 15 hours*)

**Manuscript submission and report drafting** (*estimated time 8 hours*)

Deliverables shall be subject to Stallergenes Greer's review and approval.

**Timetable (including Completion Date):**

20 January 2025: Electronic online Database  
30 January 2025: Literature search  
10 February 2025: Analysis of the retrieved studies for possible inclusion  
20 February 2025: figure and tables and first manuscript  
5 March 2025: Manuscript submission

**Charges for Services and Reimbursable Expenses:**

Total fees shall not exceed 16 000 € (sixteen thousand euros) without Stallergenes Greer's prior written consent. Any fees stated as "per hour" or "per unit" shall be fixed during the term of this SOW, even though total fees may be stated as estimated.

**Send Invoices To:**

Stallergenes SAS  
Attention to Silvia Scurati  
6 rue Alexis de Tocqueville  
92160 Antony

Or by email to :

silvia.scurati@stallergenesgreer.com

**Payment Terms:** Unless otherwise stated, Provider shall invoice Stallergenes Greer for fees and expenses following completion of the services. Payments shall be due within 45 days of receipt of invoices.

**Termination:** Stallergenes Greer may terminate this SOW, in whole or in part, upon notice to Provider. Upon receipt of notice of termination or partial termination from Stallergenes Greer, Provider shall immediately cease performance of services with respect to this SOW to the extent set forth in the notice and shall take reasonable steps to minimize costs relating to such termination. Stallergenes Greer shall pay for services rendered through the date of termination. Within 45 days following the date of termination, Provider shall provide a refund or, if Stallergenes Greer requests, a credit to Stallergenes Greer equal to any payments made in advance to Provider for services Provider did not render and expenses Provider did not incur.

**Acceptance Criteria:** In the absence of acceptance criteria, acceptability shall be based on Stallergenes Greer's reasonable satisfaction with the Work Product.

**UNIVERSITÀ DEGLI STUDI DI FOGGIA**

**STALLERGENES SAS**

Dipartimento di Scienze Mediche e Chirurgiche

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Prof. Gaetano SERVIDDIO

Printed Name: Silvia Scurati

Title: Head of the Department

Title: Therapeutic Area Medical Lead - Respiratory



GANTT CHART AND BUDGET ESTIMATE

Project 1

- Main research questions: Efficacy of 5 -grass SLIT-tablet/STALORAL for allergic rhinitis
- Method: Metanalysis of available RCTs on SLIT tablets
- Outcomes assessed: 2 (SS, MS)

01<sup>st</sup>/01/2025

20<sup>th</sup>/01/2025



- Definition of the PICO questions
- Literature search
  - MEDLINE (initially the search will be optimized on MEDLINE)
  - Reference list of retrieved articles
  - Electronic online database for study entry will be shared with Stallergenes in real-time

15<sup>th</sup>/01/2025

30<sup>th</sup>/01/2025



- Literature search
  - WoS (including also abstract from meetings); LILACS

30<sup>th</sup>/01/2025

10<sup>th</sup>/02/2025

20<sup>th</sup>/02/2025

5<sup>th</sup>/03/2025



- Analysis of the retrieved studies for possible inclusion
  - Risk of bias assessment (RoB2 tool)
  - GRADE (using GRADE pro for continuous updates)
  - Data extraction for meta-analysis (if possible)



- Figures and Tables
  - PRISMA flow chart of the search
  - RoB2/tables/figure(s)
  - Meta-analysis/subgroup analysis
  - Outline of the manuscript
  - First manuscript draft



- Manuscript circulation among coAuthors
- Final version approval
- Manuscript submission
- Report drafting



Work jointly with Stallergenes

## BUDGET ESTIMATE for Project 1

- ESTIMATED DURATION: 7-8 WEEKS
- An average of 2 to 3 hours a day for 4-6 days per week.
- Total estimated hours: approx. 80
  
- Total budget: € 16,000