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## SERVICE AGREEMENT

This agreement (the “**Agreement**”) is made effective on the “**Effective Date**”.

BETWEEN:

**GALICIAN PUBLIC FOUNDATION HEALTH RESEARCH INSTITUTE OF SANTIAGO DE  
COMPOSTELA (IDIS)**  
(the “**Research Institute**”)

- and -

**UNIVERSITÀ DEGLI STUDI DI FOGGIA**  
(the “**Client**”)

(individually a “**Party**” and collectively the “**Parties**”)

**FOREWORD** that the Galician public Foundation Health Research Institute of Santiago de Compostela (IDIS) and the University of Foggia intend to promote and implement a line of research as part of the project PRIN 2022 Project “Valorisation of CITrus by products by a sustainable utilization in RUMinant feeding: a way to recycle wastes, reduce the impact of feedstuff transport and improve milk and meat quality” CIT-RUM funded by MUR prot. n.1048 of 14.07.2023 (CUP: D53D23012070006) aimed at investigating the complexity of *postmortem* muscle proteome changes and their relation to meat quality along of identifying and validating potential biomarkers using shotgun and/or SWATH-MS (label free quantitative proteomics) proteomics, making mutual commitments to carry out the project phases;

**FOREWORD** that the Galicia Public Foundation Health Research Institute of Santiago de Compostela, within the framework of the common research activity, may provide qualifiers and technical services that are indispensable for the conduct of the research, as detailed in this agreement;

**WHEREAS** the Galicia Public Foundation Health Research Institute of Santiago de Compostela, through the Proteomics Facility provides certain laboratory services including Label-free quantitative SWATH-MS (Sequential Window Acquisition of All Theoretical Mass Spectra) analysis for the investigation and quantification of complex protein and peptide mixtures.

**AND WHEREAS**, the Client wishes to engage the Research Institute to provide the services described in the attached Schedule “A” (the “**Services**”);

**AND WHEREAS** the Research Institute has the expertise and personnel needed to provide such services and is prepared to undertake the Services for the Client;

**AND WHEREAS** the Research Institute and the Client operate in the same field of research, the agreement is indispensable for the sharing and pursuit of the same scientific goals;

**NOW THEREFORE** the Parties hereby agree as follows:

1) **Services.**

- a) The Research Institute shall perform the Services as described in Schedule “A” (the “**Services**”) in accordance with applicable Research Institute policies together with such additional personnel as the Research Institute may assign.



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- b) The Research Institute shall provide such services competently and efficiently and in accordance with applicable service standards.



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## 2) **Responsibilities of the Client.**

The Client shall

- a) provide a samples list that excludes any additional information that may breach project privacy;
- b) provide all necessary information for any specimen provided to the Research Institute, including any treatment(s) with biohazard material(s), and/or toxic chemical(s), as well as applicable permit numbers for Research Ethics Board (REB) and/or Environmental Health & Safety (EHS) that correspond to the animal or human ethics protocol(s) governing sample collection.
- c) ensure the specimen(s) have been adequately treated in all the procedure steps (protein extraction, bands preparation as well as the protein band reduction, alkylation) and adequately stored such that the dried protein bands and the resulting peptides would effectively free of contaminants, for the subsequent analysis.

the Client acknowledges that valid Results are dependent upon proper Specimen collection and handling before arrival of the specimen at the Research Institute.

- 3) **Fees and Payments.** The amounts due by the Client to the Research Institute for the provision of the Services (the "Fees") shall be deemed to be reimbursement of expenses and are as set out in Schedule "A".
- 4) **Deliverables.** The Research Institute shall provide the report(s) and other deliverables specified in Schedule "A" (the "**Deliverables**") to the Client. All Deliverables to be prepared by the Research Institute shall be delivered to Prof. Antonella della Malva in form and content satisfactory to the Client.
- 5) **Equipment and Material.** As part of the Services, the Research Institute will be required to purchase certain materials exclusively to be consumed for the service, the costs of which shall be included in the Fees.
- 6) **Confidential Information.** The Parties may disclose confidential information one to another to facilitate performance of this Agreement. Such information will be identified as "confidential" in writing at the time of its transmittal or so reduced to writing **within ten (10) days** thereafter ("**Confidential Information**") and will be safeguarded and not disclosed to third parties by the receiving Party for a period of five (5) years from the Effective Date. Confidential Information will not include information that is:
  - a) in the public domain at the time of disclosure, or subsequently comes within the public domain without fault of the receiving Party;
  - b) known to the receiving Party at the time of disclosure or independently developed by the receiving Party, provided there is adequate documentation to confirm such prior knowledge or independent development;
  - c) used or disclosed by the receiving Party with the prior written approval of the disclosing Party;
  - d) properly disclosed to the receiving Party without restriction from a source other than the disclosing Party;
  - e) used or disclosed by the receiving Party more than five years after the date of its first receipt from the disclosing Party; or,
  - f) required to be disclosed by statute or judicial decree.

Notwithstanding anything contained herein, each Party may disclose Confidential Information to its officers, employees, consultants, agents, and students on a need-to-know basis to facilitate performance of the Services, provided that such persons agree to be bound by terms at least as restrictive as those



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contained herein.

**7) Warranty**

- a) It is understood by the Client that all specimens provided to the Research Institute by the Client will be subjected to a quality check. If the quality/quantity of the sample is insufficient for the proposed work, the Research Institute will inform the Client. the Research Institute warrants that any experiments for which the samples were deemed of sufficient quality will provide results of acceptable quality as determined by the manufacturer. If the results are found to not meet these standards, the Research Institute will either repeat the experiment free of charge if the Client can provide more samples or invoice the portion on material and reagents but waive the processing fee for the failed experiment at the Client's request. Any samples which were deemed of insufficient quality and/or quantity yet were requested to be processed by the Client, will not be covered under such warranty and the Research Institute does not provide any guarantees with respect to results thereof.
- b) Except as expressly provided above in section 6(a), the Research Institute, its Directors, officers, employees, faculty and agents make no conditions, representations, warranties or agreements of any kind, whether direct, indirect, express, or implied, as to any matter whatsoever, including the condition, originality, or accuracy of data, conclusions, or products, whether tangible or intangible, conceived, discovered, or developed as a result of these services; or the ownership, merchantability, or fitness for a particular purpose of said data, conclusions or products.

**8) Intellectual Property.**

The Client will own all related intellectual property (IP) arising from the Services (including but not limited to outcome data). In experiments involving custom-design products, the Client will own the design of content and allow access by the Research Institute. The Research Institute shall retain all IP with respect to the procedures involved including any improvements to the protocols and technologies that may arise from the processing of the End User's samples. The Research Institute shall make no claim on any of the biological data generated from the Services.

- 9) **Acknowledgements.** Upon publication of the project, the Client agrees that the source of this Service (e.g., in the Materials and Methods or Results section) be acknowledged as the "Health Research Institute of Santiago de Compostela (IDIS), Spain". In addition, the Client agrees to notify the Research Institute of your publication for the benefits of the research community.

- 10) **Privacy.** The Client acknowledges that the Research Institute is subject to the *Freedom of Information and Protection of Privacy Act* (Spain) and that any records or information in the custody or control of the Research Institute may be subject to disclosure in accordance with FIPPA.

- 11) **Term and Termination.** This Agreement will enter into force on the Effective Date and will terminate 28 February, 2026, unless terminated in accordance with the provisions of this section. This Agreement may be terminated by (i) either Party upon giving thirty (30) days written notice to the other Party, or (ii) at any time by mutual written agreement of the Parties, or (iii) by either party immediately in the event of a material breach of this Agreement by the other party that is not cured within ten (10) days' written notice. In the event of early termination, the Research Institute will be entitled credit for work performed hereunder prior to termination and the Research Institute's termination costs including non- cancellable commitments.



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- 12) **Survival.** The provisions of the following sections shall survive termination or expiry of this Agreement: 3, 6, 7, 8, 9, 11, 14, 18, and 21.
- 13) **Disclaimer.** The Research Institute makes no representations and extends no warranties of any kind, and there are no express or implied warranties or conditions of merchantability or fitness for particular purpose relating to the Services or Deliverables, or that the use of the Deliverables will not infringe any patent, copyright, trademark, or other proprietary rights. The Client accepts all risks which may be inherent to its use of the information contained in the Deliverables.
- 14) **Limitation of Liability.** The Research Institute shall not be liable for any direct, indirect, consequential, or other damages suffered by the Client or any others resulting from the use of the data, results or conclusions, or products conceived, discovered, or developed under or as a result of this Agreement. The entire risk as to any use of said data, conclusions or results, the design, development, manufacture, offering for sale, sale, or other disposition and performance of products is assumed entirely by the Client or such other party making such use, without any legal or equitable recourse to the Research Institute.
- 15) **Indemnity.** Each Party will indemnify and save harmless the other Party and, as applicable, its appointees, governors, directors, officers, employees, students, and agents against all costs, suits or claims on account of injuries (including death) to any person or to damage to property, caused by the willful or negligent act or omission of its personnel during the performance of this Contract. The Client shall indemnify and save harmless the Research Institute and its appointees, governors, directors, officers, employees, students, and agents against all cost, suit or claims by third parties arising from the use by the Client of any of the Service or provided or Deliverables developed pursuant to this Agreement.
- 16) **Use of Names.** Other than as set out in Section 9, neither Party will use the name of the other Party, or of any member of the other Party's personnel, in any advertising or publicity without the prior written approval of the other Party's authorized representative.
- 17) **Notices.** Notices under this Agreement will be sent to the Parties as set out in Schedule "A" or to such other person as a Party may designate in writing.
- 18) **Independent Parties.** The Parties are independent parties and nothing in this Agreement will constitute either Party as the employer, principal or partner of or joint venturer with the other Party. Neither Party has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other Party.
- 19) **No Assignment.** Neither Party may sell, assign, encumber, license or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 20) **Successors.** This Agreement binds and enures to the benefit of the Parties and their respective heirs, successors and permitted assigns.
- 21) **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the city of Santiago de Compostela in Spain. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding will have no effect on the remaining provisions of this Agreement, which will continue in full force and effect. Headings are used for convenience only and will not be used to interpret the provisions of this Agreement.
- 22) **Entire Agreement.** This Agreement and its Schedules constitute the entire agreement between the Parties and supersedes all prior agreements, oral or written, concerning the subject matter hereof. In the event of a conflict between these stated conditions and Schedules, the conditions of the main body of the Agreement shall take precedence. No change or modification to this Agreement will be valid unless it is in writing and signed by both Parties. Any additional, conflicting and/or preprinted terms and conditions of any Client request/purchase order, whether or not signed by the Research Institute, are null and void unless formalized as an amendment to this Agreement as set out herein.
- 23) **Execution.** This Agreement may be executed in counterparts, each of which are deemed to be an original, but all of which taken together shall constitute one and the same documents. Delivery of an



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executed signature page to this Agreement by electronic transmission is as effective as delivery of a manually executed copy of this Agreement.

**IN WITNESS WHERE OF** by signature of their respective authorized officers, the Parties agree to be bound by the terms of this Agreement.



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**GALICIAN PUBLIC FUNDATION HEALTH  
RESEARCH INSTITUTE OF SANTIAGO DE  
COMPOSTELA (IDIS), AS REPRESENTED  
BY Isabel Lista García**

**Università degli Studi di Foggia**

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Name: **Isabel Lista García**

Title: Manager

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Name: **Lorenzo Lo Muzio**

Title: Rector, legal representative

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Date

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Date



## SCHEDULE “A”

### **DESCRIPTION OF PROJECT, DELIVERABLES, BUDGET AND PAYMENT SCHEDULE**

#### **Service description**

As indicated on the appended quote, protein bands, reduced and alkylated and as necessary meat samples and/or protein extracts, will be delivered to Doctor Susana Bravo Lopez at the Health Research Institute of Santiago de Compostela (IDIS) to prepare and extract the peptide solutions prior the fractionation and run onto a micro-LC Eksigent NanoLC400 system (Eksigent Technologies, Sciex; Dublin, CA, USA) coupled to a high-speed Triple TOF 6600 mass spectrometer (Eksigent Technologies, Sciex; Dublin, CA, USA). Services will include all the reagents required the SWATH-MS analysis, data acquisition, protein quantification and data analysis using the DIA-Neural Network (DIA-NN) software and/or other targeted proteomics such as Parallel Reaction Monitoring (PRM) or Selected Reaction Monitoring (SRM) for in-depth.

Any additional service provision and the corresponding cost will be communicated with the Client in writing in advance, to obtain approval before proceeding.

#### **Deliverables**

*Protein bands preparation for SWATH-MS analysis:* In total, 200 protein bands will be prepared and run onto a micro-LC Eksigent NanoLC400 system coupled to a high-speed Triple TOF 6600 mass spectrometer with a 40 minutes gradient elution, in consultation with the Client to ensure the desired identification and accuracy of protein quantification. Additional data acquisition and data analysis with different software maybe required during this process to generate a spectral library and an accurate quantification, and the corresponding cost will be communicated with the Client in writing to obtain approval before proceeding with the service provision.

*SWATH-MS analysis:* Four micrograms of each pool samples will be fractionated onto a micro-LC Eksigent NanoLC400 system coupled to a high-speed Triple TOF 6600 mass spectrometer. Chromatographic separation will be performed in a 40-minute gradient elution using an Eksigent C18 analytical column (150 × 0.30 mm, 3 µm particle size, 120 Å pore size) coupled online to a YMC-TRIART C18 trap column (3 µm particle size, 120 Å pore size). Service will include the procurement of the reagent for the chromatographic separation and the SWATH-MS protein quantification. Appended quotes reflect the estimated charges for the service, including the cost of tryptic protein band digestion, and data analysis of Raw SWATH-MS data using the DIA-Neural Network (DIA-NN) software.

*Data transfer:* Upon completion of the SWATH-MS analysis, raw data will be shared via OneDrive or an alternative method of the Client's choosing. The LC-MS/MS raw data will be also deposited in the ProteomeXchange Consortium via the PRIDE public repository.

#### **Fees**

The table below reflects the fees used in the appended quotes. For comprehensive schedule for routine Proteomics services please visit, <https://www.idisantiago.es/en/plataformas-de-apoyo-comun/proteomica/>



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### **Payment Schedule**

Approved copy of the quote and/or a PO are required to confirm acceptance of the service. These documents are to be sent to the mailbox, [Yesika.Torrado.Marino@sergas.es](mailto:Yesika.Torrado.Marino@sergas.es). The financial contribution towards the expenses required for the conduct of the research activity on the quantification of postmortem muscle proteome changes using shotgun and/or SWATH-MS (label free quantitative proteomics) proteomics is 28,200 € (full quoted amount). The payment for the research activity will be divided in two tranches: the first tranche, equal to the 60% of the full quote amount (16,920 €) will be payable within thirty (30) days from the execution of this Agreement; the second tranche, equal to 11,280 €, will be payable in the second batch of samples analysis (expected date December 2025 and no later to February, 10, 2026).



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Quote: IDIS



CF: G15796683



# FUNDACIÓN GALEGA DE INVESTIGACIÓN SANITARIA IDIS PROTEOMICS FACILITY: QUOTE

## Address:

|                               |                              |                     |                                   |
|-------------------------------|------------------------------|---------------------|-----------------------------------|
| <b>Name</b>                   | Dra Antonella Della Malva    | <b>Project code</b> | PRIN CIt-Rum CUP: D53D23012070006 |
| <b>Principal investigator</b> | Dra Antonella Della Malva    |                     |                                   |
| <b>Institution</b>            | University of Foggia (Italy) |                     |                                   |

## Billing data

|                                       |                                                                                  |
|---------------------------------------|----------------------------------------------------------------------------------|
| <b>Institution</b>                    | University of Foggia (Italy)<br>Via A. Gramsci 89/91<br>Foggia, Italia           |
| <b>Address</b>                        |                                                                                  |
| <b>taxpayer identification number</b> |                                                                                  |
| <b>E-mail</b>                         | <a href="mailto:antonella.dellamalva@unifg.it">antonella.dellamalva@unifg.it</a> |

## Additional Information

Progetto PRIN CIt-Rum CUP: D53D23012070006

## Proteomic analysis data:

|                                                                                |             |                         |                                         |
|--------------------------------------------------------------------------------|-------------|-------------------------|-----------------------------------------|
| <b>Analysis type: SWATH-MS (LC-MSMS 40 minutes gradient) lamb meat project</b> |             |                         |                                         |
| <b>Number of samples:</b>                                                      | 200         | <b>price per sample</b> | €141.00 <b>Total price:</b> 28,200.00 € |
| <b>Analysis type:</b>                                                          |             |                         |                                         |
| <b>Number of samples:</b>                                                      |             | <b>price per sample</b> | <b>Total price:</b> 0.00 €              |
| <b>Total:</b>                                                                  | 28,200.00 € | <b>Discount:</b>        | <b>Total quote :</b> €28,200.00         |
|                                                                                |             |                         |                                         |

signed by:

Facility Manager

Accepted by:



