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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 6-K**

**Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
Under the Securities Exchange Act of 1934**

**For the month of November 2024**

**Commission File Number: 001-41115**

**GENENTA SCIENCE S.P.A.**  
(Translation of Registrant's Name into English)

**Via Olgettina No. 58  
20132 Milan, Italy  
(Address of principal executive office)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

This report on Form 6-K is incorporated by reference into the registrant's registration statement on Form F-3 (File No. 333-271901).

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## Other Events

### *AGC Letter of Intent*

On October 31, 2024, Genenta Science S.p.A. (“Genenta”) entered into a letter of intent (the “LOI”) with AGC Biologics S.p.A. (“AGC”), pursuant to which Genenta and AGC agreed to negotiate the terms of a development and manufacturing services agreement for Genenta’s cell therapy products (the “Proposed Agreement”) and to execute the Proposed Agreement by December 15, 2024 (the “Negotiation End Date”). Pursuant to the LOI, AGC shall: (i) reserve an exclusive GMP suite (the “EGS”) in accordance with the terms of the LOI; and (ii) commit a dedicated team of five (5) full-time employees where, upon approval of the EGS by the Agenzia Italiana del Farmaco, shall be made available for the exclusive benefit of Genenta for use in connection with the services pursuant to the Proposed Agreement. If the Proposed Agreement is not executed by the Negotiation End Date, Genenta shall pay to AGC: (i) €100,000 for the reservation of the EGS; and (ii) €140,000 per month for twelve (12) months starting from the Negotiation End Date.

The above description of the LOI is qualified in its entirety by reference to the LOI, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

### *Update Regarding Intellectual Property*

In April 2024, Genenta filed a patent application relating to methods of treating solid cancers with Temferon in combination with a checkpoint inhibitor and, in September 2024, Genenta filed a patent application relating to methods of treating renal cell carcinoma with Temferon in combination with a checkpoint inhibitor (together, the “Provisional Patents”). The Provisional Patents are wholly owned by Genenta.

In addition, Genenta’s option rights to include three additional patent families in the license granted to Genenta under the Original License Agreement with San Raffaele Hospital (Ospedale San Raffaele or “OSR”) expired. The expiration of these option rights will not have a material adverse effect on Genenta’s business, financial condition or results of operations. Genenta is able to make Temferon without access to these patent families. The patent families to which Genenta has rights under the Amended and Restated License Agreement (“ARLA”) are set forth in the table below:

<u>Focus / Family</u>	<u>U.S.</u>	<u>E.U.</u>	<u>Expiration</u>
Gene Vector comprising mi-RNA (composition and method of treatment claims) PCT/IB2006/002266 (WO 2007/000668).	USP 10,000,757* USP 9,556,438  USSN 16/004,394  (pending)	EP 2002003 B1	5/26/2026*
Gene Vector comprising mi-RNA (composition and method of treatment claims) PCT/IB2010/001166 (WO / 2010/125471)	USP 10,287,579 USP 9,951,328  USSN 16/384,571  (pending)	EP 2424571 B1 EP 20167404.1  (pending)	4/30/2030
Type 1 Interferon Gene Therapy (method of treatment claims) PCT/EP2018/060238 (WO 2018/193119)	USSN 16/604,484	EP 18724470.2	4/20/2038

\* Later expiration for certain U.S. patents pursuant to patent term adjustment (35 U.S.C. §154(b)).

## Exhibits

### Exhibit No.   Title

10.1      [Letter of Intent, dated October 31, 2024, between AGC Biologics S.p.A. and Genenta Science S.r.l.](#)

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GENENTA SCIENCE S.P.A.

Date: November 14, 2024

By: /s/ Pierluigi Paracchi

Pierluigi Paracchi, Chief Executive Officer

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Pierluigi Paracchi  
Genenta Science S.r.l

31 October 2024

Re: Letter of Intent ("LOI") between AGC Biologics S.p.A. ("AGC") and Genenta Science S.r.l. ("Genenta") concerning cell therapy GMP manufacturing

Dear Mr. Paracchi

Genenta and AGC intend to negotiate an agreement to provide development and manufacturing services for Genenta's cell therapy products ("**Services**"). The primary objective of the Services is to produce the ex vivo gene therapy medicinal products under GMP for human clinical trials. This objective is to be achieved upon such terms and conditions as may be agreed upon by the parties in a definitive written agreement to be executed by the Negotiation End Date defined below.

AGC and Genenta hereby agree to exercise in good faith, reasonable efforts to negotiate and agree to the terms of a development and manufacturing services agreement, which may be in the form of Schedules to existing agreements between the parties (the "**Agreement**") and to fully execute the Agreement by 15 December 2024 (the "**Negotiation End Date**"). The parties may agree in writing, but are not obligated, to extend the Negotiation End Date as they mutually deem necessary and appropriate.

Upon full execution of this LOI, AGC shall initiate the following activities: (i) reserve Exclusive GMP Suite ("**EGS**") in accordance with the terms herein; and (ii) commit a dedicated team composed of five (5) full-time employees to be reached after a ramp-up phase agreed between the Parties ((i) and (ii) collectively, "**Activities**"), where, upon approval of the EGS by the Agenzia Italiana del Farmaco (AIFA), (i) and, upon completion of personnel training, (ii) shall be made available for the exclusive benefit of Genenta for use in connection with the Services provided that the parties have executed the Agreement by the Negotiation End Date. AGC agrees that it shall not make the EGS available to any other party during negotiations of the Agreement.

Upon the LOI execution, if AGC and Genenta will not be able to fully execute the **Agreement** by **15 December 2024** Genenta shall pay to AGC, as a non-refundable payment, by wire transfer:

- One-hundred thousand Euros (€100,000) for the reservation of the suite.
- One Hundred and Forty Thousand Euros (€140,000) per month (the "**Monthly Payment**") for twelve (12) months starting from the **Negotiation End Date**.

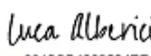
These payments will reflect the costs and out-of-pocket expenses that AGC is expected to incur related to the Activities. The foregoing payment obligation shall start upon the parties' failure to enter into the Agreement by the Negotiation End Date or any extension thereof. In case an

agreement is reached, the payments for the EGS and Team will be framed by the then agreed upon development and manufacturing services agreement, as well as the relevant Work Statement.

Any and all information exchanged between Genenta and AGC during the term of this LOI shall be subject to the confidentiality and non-disclosure agreement between the parties in effect as of the execution date of this LOI.

This LOI may be signed electronically and executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. This LOI shall be effective upon full execution by email or original.

Sincerely,

DocuSigned by:  
  
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**Luca Alberici**  
Managing Director  
AGC Biologics S.p.A.

AGREED AND ACCEPTED

Genenta Science S.r.l.

Firmato da:  
By: **PIERLUIGI PARACCHI**  
Name: **PIERLUIGI PARACCHI**  
Title: **CEO**  
Date: **04/11/2024**