



**UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO**

FORM

# **CONTRACT RESEARCH AGREEMENT**

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**CONTRACT RESEARCH AGREEMENT REGARDING**

.....

**BY AND BETWEEN**

..... (company name) Tax Code/V.A.T. number  
....., with registered office in .....  
(hereinafter, the 'COMPANY' or 'PRINCIPAL'), represented by  
..... as ..... (position of the authorised  
representative)

AND

..... (name of the Administrative Unit) of the  
University ....., Tax Code/V.A.T. number  
....., with registered office in .....  
(hereinafter, the 'ADMINISTRATIVE UNIT'), represented by  
..... as ..... (position of the authorised  
representative)

Hereinafter jointly referred to as the 'PARTIES' and separately as  
the 'PARTY.'

**WHEREAS**

**CHOOSE OPTION: A, B, C**

**OPTION A**

- a) The PRINCIPAL is interested in the execution of a research regarding .....
- b) The ADMINISTRATIVE UNIT, as part of its institutional activity, is currently carrying out studies and research related to

the activities that the PRINCIPAL wants to develop;

- c) The ADMINISTRATIVE UNIT approved the conclusion of the present agreement (hereinafter referred to as the ‘CONTRACT’) in the Council meeting of ..... (or the Director will present this agreement for ratification by the Council at its next meeting – REFER TO THE APPLICABLE APPROVAL ACTS OF THE UNIVERSITY);

### OPTION B

- a) The PRINCIPAL is interested in the execution of a research regarding .....
- b) The ADMINISTRATIVE UNIT, as part of its institutional activity, is currently carrying out studies and research related to the activities that the PRINCIPAL wants to develop;
- c) On ....., to evaluate the possible research contract and at the same time safeguard the confidentiality of the information exchanged during the negotiations, the PARTIES entered into a specific confidentiality agreement (REFER TO THE NDA PREVIOUSLY SIGNED BY THE PARTIES TO BE ANNEXED TO THE CONTRACT);
- d) The PRINCIPAL and the University ..... signed on ..... a Framework Convention on research topics of common interest ..... (BRIEF REFERENCE TO THE SCOPE OF THE FRAMEWORK CONVENTION);
- e) Article ..... of said Framework Convention provides for the possible conclusion of implementation agreements to pursue specific objectives within the scope of the cooperation between the two entities (if applicable) also through the involvement of third parties;
- f) The ADMINISTRATIVE UNIT approved the conclusion of the present agreement (hereinafter referred to as the

‘CONTRACT’) in the Council meeting of ..... (or the Director will present this agreement for ratification by the Council at its next meeting – REFER TO THE APPLICABLE APPROVAL ACTS OF THE UNIVERSITY);

### OPTION C

- a) The PRINCIPAL is interested in the execution of a research regarding .....
- b) The ADMINISTRATIVE UNIT, as part of its institutional activity, is currently carrying out studies and research related to the activities that the PRINCIPAL wants to develop;
- c) On ....., to evaluate the possible research contract and at the same time safeguard the confidentiality of the information exchanged during the negotiations, the PARTIES entered into a specific confidentiality agreement (REFER TO THE NDA PREVIOUSLY SIGNED BY THE PARTIES TO BE ANNEXED TO THE CONTRACT);
- d) The ADMINISTRATIVE UNIT approved the conclusion of the present agreement (hereinafter referred to as the ‘CONTRACT’) in the Council meeting of ..... (or the Director will present this agreement for ratification by the Council at its next meeting – REFER TO THE APPLICABLE APPROVAL ACTS OF THE UNIVERSITY);

### NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

#### Art. 1 Recitals and Annexes

1.1. The recitals and annexes of the CONTRACT are an integral and substantial part of it and bind its interpretation and implementation.

## **Art. 2 Definition**

2.1. The words used in the upper case in the CONTRACT shall have the meaning specified by the CONTRACT.

2.2. ‘UNIVERSITY’ (or ‘SCHOOL’) means the University to which the ADMINISTRATIVE UNIT belongs.

2.3. ‘BACKGROUND’ means all knowledge, information as well as any intangible asset, protected and not protected under national, EU and international intellectual and industrial property laws, of which one PARTY is the owner or co-owner before the start of the activity of this CONTRACT and provided to the other PARTY for the performance of the RESEARCH. [The PARTIES will list the BACKGROUND in the TECHNICAL ANNEX before the signature of the CONTRACT].

2.4. “FOREGROUND” means all knowledge, information as well as any intangible property that is eligible for protection under national, EU and international intellectual and industrial property laws, created or otherwise achieved during the implementation of the CONTRACT and by reason thereof and therefore related to the objective of the RESEARCH.

2.5. “RESULTS” means all knowledge, information as well as any intangible property created or otherwise achieved during the implementation of the CONTRACT and by reason thereof and therefore related to the objective of the RESEARCH, but not protected under national, EU and international intellectual and industrial property laws.

2.6. “SIDEGROUND” means all knowledge, information as well as any intangible good that is protectable under national, EU and international intellectual and industrial property laws and regulations, created or otherwise achieved by a PARTY during the period of effectiveness of this CONTRACT but not in its execution nor connected to the objective of the RESEARCH, even if it is in the same technical or scientific field of the subject matter of the CONTRACT. By way of example only, the SIDEGROUND may include intangible assets dependent on or derived from the FOREGROUND.

2.7. ‘CONFIDENTIAL INFORMATION’ means any information, even if including general public domain elements, qualified as ‘confidential’ according

to the following paragraph, which a PARTY provides in tangible or intangible form to the other PARTY in the framework of the RESEARCH, including but not limited to: records, documents, drawings, product samples, data, analyses, reports, studies, graphical representations, elaborations, evaluations, technology or productive process assessments, models, tables including also the results of the RESEARCH under the CONTRACT.

The CONFIDENTIAL INFORMATION transmitted from one PARTY to the other in intangible form, the receipt of which shall be confirmed in writing by the receiving PARTY, shall be expressly identified as such by a stamp/photogram/indication bearing the wording 'Confidential'. CONFIDENTIAL INFORMATION transmitted in tangible form shall be identified either by the express mention of its secrecy or by written notice to the receiving PARTY to be provided by the disclosing PARTY within thirty (30) days after transmission in intangible form.

CONFIDENTIAL INFORMATION does not include information for which it can be proved that:

- the information was in the public domain at the time of transmission or subsequently fell in the public domain without violating this CONTRACT;
- the information was available to the recipient PARTY before the closing of the CONTRACT, or is later developed independently by the recipient PARTY or disclosed to it by third parties who [apparently] have the right to do so;
- a statute, court decision or administrative act compels to disclose provided that the PARTY involved notifies the other PARTY before the disclosure so that the PARTIES consult each other and agree on the timing and content of any disclosure limited to the requirements of the relevant law, court decision or administrative act.

### **Art. 3 Subject Matter**

3.1. The PRINCIPAL contracts to the ADMINISTRATIVE UNITS, against the payment of the consideration outlined in Art. 9 of the CONTRACT, the performance of research regarding ..... (hereinafter the

'RESEARCH'), whose technical details, together with the modalities, times and terms of delivery of the RESULTS [as well as the list of the equipment granted by the PRINCIPAL on gratuitous loan for use to the ADMINISTRATIVE UNIT to carry out the research] are listed in the annexe (hereinafter 'TECHNICAL ANNEX') of this deed.

(Optional) 3.2. Although not guaranteeing a specific outcome or output, the ADMINISTRATIVE UNIT undertakes with due diligence and good faith to carry out the RESEARCH and fulfil the CONTRACT obligations. The CONTRACT shall not limit the PARTIES' and their personnel's freedom to carry out research activities in fields related to the RESEARCH during and beyond the period of validity of the CONTRACT.

#### **Art. 4 Scientific supervisor of the RESEARCH**

4.1. The scientific responsibility of the RESEARCH is entrusted to Prof./Dr. .... who will use the ADMINISTRATIVE UNIT resources.

4.2. The scientific supervisor of the RESEARCH shall communicate the obtained RESULTS to the PRINCIPAL and, upon this latter one's request, shall draft and provide him with the documents relating to the RESEARCH progress as foreseen by the TECHNICAL ANNEX. Furthermore, the ADMINISTRATIVE UNIT undertakes to prepare a final report for the PRINCIPAL describing all research carried out and the RESULTS achieved.

#### **Art. 5 Intellectual property and ownership of the RESULTS**

5.1. The BACKGROUND of a PARTY is and shall remain the property of the PARTY itself. The CONTRACT and its performance execution shall not imply an assignment or commercial exploitation license of any rights applicable to the other party's BACKGROUND.

5.2. Notwithstanding the provisions of paragraph 5.1., each PARTY hereby grants to the other PARTY for the duration of this CONTRACT a free, non-exclusive, worldwide, revocable, non-transferable licence to use the BACKGROUND insofar as such use is necessary for the execution of the

RESEARCH, expressly forbidding any sublicense or transfer of any right whatsoever to third parties. Whether the use of a PARTY's BACKGROUND is necessary for the commercial exploitation of the other PARTY's FOREGROUND, the PARTIES undertake to negotiate a written licence on fair, reasonable and non-discriminatory terms and conditions which may not be withheld unreasonably.

**CHOOSE OPZTION: A, B, C, D, E, F**

**OPTION A**

**Joint deposit and exclusive licence to the PRINCIPAL**

5.3. The RESULTS shall be the property of .....  
(specify the agreement of the parties).

5.4. In case of achievement of FOREGROUND, it is understood that the PARTIES shall promptly, and in any case within 30 days from the achievement of FOREGROUND, give each other adequate notice thereof, and shall express to the other PARTY by written communication their interest in its legal protection. The PARTY that proves to be interested in obtaining an industrial property right shall reply in writing within ..... (suggested 60) days from the FOREGROUND achievement notice and shall cooperate with the requesting PARTY to draft and file the application. Ownership of the exclusive right shall be joint; the PARTY shall defer to a subsequent agreement the definition of their respective ownership shares as well as the management aspects regarding the maintenance and extension of the exclusive right. (OR: The exclusive right shall be jointly owned in the measure of 50% by the PRINCIPAL and 50% by the UNIVERSITY). If the PARTY does not respond to the FOREGROUND achievement notice within the agreed deadline or it expresses its disinterest in obtaining industrial property rights, the other PARTY may proceed to deposit them in its name

only.

5.5. At the time of applying for an industrial property right on the FOREGROUND, the UNIVERSITY shall grant the PRINCIPAL an exclusive paid licence (OPTION UP TO THE PARTIES: with or without term), non-transferable, (OPTION UP TO THE PARTIES: with or without the right to sub-licence) on its ownership share, through a separate deed to be signed after the filing and in any case no later than ..... days after it. In light of the exclusive license, the PRINCIPAL shall bear all application filing or registration costs as well as all subsequent charges relating to the maintenance of the applicable intellectual property rights and their possible extensions.

5.6. It is established that the UNIVERSITY shall enjoy the right of free and perpetual use of FOREGROUND for scientific and educational purposes as well as any further use agreed upon with the PRINCIPAL, subject to the limits of the existing confidentiality obligations and provided that the use does not jeopardise the relevant industrial property rights.

5.7. Should the PRINCIPAL subsequently decide not to proceed with maintaining the exclusive right, it shall promptly inform the UNIVERSITY, which shall have the right to acquire the PRINCIPAL's ownership share free of charge.

## **OPTION B**

### **Joint deposit and assignment of rights within 18 months to the PRINCIPAL**

5.3. The RESULTS shall be the property of .....  
(specify the agreement of the parties).

5.4. In case of achievement of FOREGROUND, it is understood that the PARTIES shall promptly, and in any case within 30 days from the achievement of FOREGROUND, give each other adequate notice thereof, and shall express to the

other PARTY by written communication their interest in its legal protection. The PARTY that proves to be interested in obtaining an industrial property right shall reply in writing within ..... (suggested 60) days from the FOREGROUND achievement notice and shall cooperate with the requesting PARTY to draft and file the application.

Ownership of the exclusive right shall be joint; the PARTY shall defer to a subsequent agreement the definition of their respective ownership shares. (OR: The exclusive right shall be jointly owned in the measure of 50% by the PRINCIPAL and 50% by the UNIVERSITY).

5.5. The UNIVERSITY hereby undertakes to transfer to the PRINCIPAL its ownership interest in the FOREGROUND, including the relevant priority rights, in return for the payment of an invention award of €..... for any application of intellectual property right filed or registered. In turn, the PRINCIPAL, who shall bear all the costs of filing, registering and maintaining the exclusive rights on the FOREGROUND, undertakes to buy from the UNIVERSITY the aforementioned share of the FOREGROUND and also promises and undertakes to pay the award as agreed upon above at the time of the relevant contract. The deed of assignment shall be concluded within 18 months after the filing or registration of the first application on the FOREGROUND at the simple request of either PARTY. A penalty of €..... shall be imposed on the PARTY which breaches the transfer promise. The amount of €..... shall be payable even if the PRINCIPAL decides not to pursue patent protection for the FOREGROUND, opting instead for its protection by trade secret.

5.6. It is understood that the UNIVERSITY shall enjoy the right of free and perpetual use of FOREGROUND for scientific and educational purposes as well as any further use agreed upon with the PRINCIPAL, subject to the limits of the

existing confidentiality obligations and provided that the use does not jeopardise the relevant industrial property rights.

5.7. Should the PRINCIPAL, after acquiring the UNIVERSITY's ownership interest in the FOREGROUND, decide not to proceed with the maintenance of the exclusive right, it shall promptly inform the UNIVERSITY which shall have the right to acquire free of charge all rights on the FOREGROUND.

## OPTION C

### Joint deposit and PRINCIPAL's option right

5.3. The RESULTS shall be the property of .....  
(*specify the agreement of the parties*).

5.4. In case of achievement of FOREGROUND, it is understood that the PARTIES shall promptly, and in any case within 30 days from the achievement of FOREGROUND, give each other adequate notice thereof, and shall express to the other PARTY by written communication their interest in its legal protection. The PARTY that proves to be interested in obtaining an industrial property right shall reply in writing within ..... (suggested 60) days from the FOREGROUND achievement notice and shall cooperate with the requesting PARTY to draft and file the application.

Ownership of the exclusive right shall be joint; the PARTY shall defer to a subsequent agreement the definition of their respective ownership shares. (OR: The exclusive right shall be jointly owned in the measure of 50% by the PRINCIPAL and 50% by the UNIVERSITY).

5.5. The PARTIES shall jointly decide on the filing, registration and maintenance of intellectual property rights for the FOREGROUND and shall bear the applicable costs equally. It is understood that the PRINCIPAL shall have an option right

to purchase the UNIVERSITY's share of the patent for a consideration, to be exercised within ..... months and subject to reimbursement of the expenses already borne in part by the UNIVERSITY for filing and maintaining the exclusive right. Should this term expire in vain, the option right shall be considered forfeited. In case of disagreement on the consideration, this shall be determined by an arbitrator appointed by the PARTIES by mutual agreement or, failing that, by the President of the Court of ..... The arbitrator shall establish the consideration based on the actual economic market value of the exclusive right to be transferred.

5.6. The PRINCIPAL shall have the right to freely use the FOREGROUND in economic activities, provided that such use does not entail the loss of the relative exclusive rights and always paying a fair consideration to the UNIVERSITY for the license to use the respective ownership share. The granting of licenses to third parties, whether exclusive and/or non-exclusive (OPTION UP TO THE PARTIES), and the terms and conditions thereof, shall be previously authorised by the PARTIES with a majority of the FOREGROUND ownership shares. [OR: The granting of licenses to third parties, exclusive and/or non-exclusive (OPTION UP TO THE PARTIES), and the terms and conditions thereof, shall require the prior unanimous consent of both PARTIES.]

5.7. It is understood that the UNIVERSITY shall enjoy the right of free and perpetual use of FOREGROUND for scientific and educational purposes as well as any further use agreed upon with the PRINCIPAL, subject to the limits of the existing confidentiality obligations and provided that the use does not jeopardise the relevant industrial property rights.

5.8. Should the PRINCIPAL subsequently decide not to proceed with maintaining the exclusive right, it shall promptly inform the UNIVERSITY, which shall have the right to acquire

the PRINCIPAL's ownership share free of charge.

#### OPTION D

#### Deposit under the exclusive ownership of the UNIVERSITY and PRINCIPAL's pre-emption right

5.3. The RESULTS shall be the property of .....  
(*specify the agreement of the parties*).

5.4. In case of achievement of FOREGROUND, it is understood that the PARTIES shall promptly, and in any case within 30 days from the achievement of FOREGROUND, give each other adequate notice thereof. The PRINCIPAL shall declare in writing its disinterest for the industrial property rights on the FOREGROUND through the same notice of achievement or an appropriate statement within ..... days since the UNIVERSITY's notice. If the PRINCIPAL states expressly or tacitly, due to lack of communication within the agreed term, its lack of interest in the industrial property rights on the FOREGROUND, the UNIVERSITY may proceed to deposit them in its name and at its own expense, without owing anything to the PRINCIPAL and acquiring exclusive ownership thereof.

5.5. The PRINCIPAL shall have the right of pre-emption for the purchase and/or for the non-exclusive/exclusive (OPTION UP TO THE PARTIES) license to use the UNIVERSITY's exclusive rights, on equal terms with those offered to third parties by means of public tenders. The PRINCIPAL may exercise such pre-emption right within ..... days from the written communication by the UNIVERSITY of the third party's proposal and applicable conditions.

## OPTION E

### Deposit under the exclusive ownership of the PRINCIPAL

5.3. The RESULTS shall be the property of the PRINCIPAL.

5.4. In case of achievement of FOREGROUND, the PRINCIPAL shall be the owner of the applicable industrial property rights but shall grant the UNIVERSITY an extraordinary indemnity/total award equal to €.....

Moreover, for the filing of an application for an international patent or utility model or an application for the international extension of a priority application/priority already filed at the national level, the PRINCIPAL shall grant the UNIVERSITY a further total indemnity/total award equal to €.....

Finally, for the granting of each patent or utility model deriving from the same priority/priority application, the PRINCIPAL grants the UNIVERSITY an additional total indemnity/prize equal to €.....

5.5. It is understood that the UNIVERSITY shall enjoy the right of free and perpetual use of FOREGROUND for scientific and educational purposes as well as any further use agreed upon with the PRINCIPAL, subject to the limits of the existing confidentiality obligations and provided that the use does not jeopardise the relevant industrial property rights.

5.6. If the PRINCIPAL is not interested in filing a patent application, he shall promptly notify the UNIVERSITY that shall have the right to acquire free of charge all rights on the FOREGROUND and decide whether to proceed with the patenting independently.

5.7. The rights of inventors to be recognised under Articles 62, 63 and 65 of the Italian Industrial Property Code shall remain unaffected.

**OPTION F**

**Research which by nature unlikely produces FOREGROUND**

5.3. The RESULTS shall be the property of .....  
(*specify the agreement of the parties*).

5.4. The PARTIES acknowledge that due to the nature of RESEARCH, it is not expected that the activity carried out by the ADMINISTRATIVE UNIT may yield FOREGROUND.

5.5. In the unforeseen case of FOREGROUND, the PARTIES undertake to establish by separate and specific written agreement the allocation of the ownership shares, the terms of the exercise of the relevant industrial and intellectual property rights and the consequent industrial exploitation rights.

**TO BE ADDED IF APPLICABLE**

5.X. The SIDEGROUND, if any, shall belong to the PARTY that generated it. If the SIDEGROUND results from the substantial, inseparable and indispensable contribution of both PARTIES, as evidenced by the presence among the inventors of personnel of both PARTIES, the ownership of the SIDEGROUND shall be joint between the PARTIES in proportion to the individual inventive contribution. In the event of a joint SIDEGROUND, the PARTIES undertake to establish in a separate and specific written agreement the ownership shares, the terms for exercising the relevant intellectual property rights and the consequent exploitation rights, agreeing on the way the joint ownership shall be exercised. The PRINCIPAL shall have the right of pre-emption for the purchase and/or for the non-exclusive/exclusive (OPTION UP TO THE PARTIES) license to use the UNIVERSITY's SIDEGROUND, on equal terms with those offered to third parties by means of public tenders. The PRINCIPAL may exercise such pre-emption right within ..... days from the written communication by the UNIVERSITY of the third party's proposal and applicable conditions.

**Art. 6 Experimental nature of the RESEARCH and freedom to operate**

6.1. The PRINCIPAL acknowledges that the RESEARCH activities, the RESULTS and the FOREGROUND that may be achieved or in any case obtained are experimental (OPTIONAL, they may have hazardous properties) and are supplied without any explicit or implicit guarantee, such as, for example, guarantees of merchantability, suitability for a particular purpose, and non-infringement of third parties' exclusive rights. [OPTIONAL: Nevertheless, the ADMINISTRATIVE UNIT undertakes to carry out an analysis, at the PRINCIPAL's request, based on the database ..... (SPECIFY THE PATENT DATABASE PAID FOR OR FREELY ACCESSED SUCH AS ESPACENET) and limited to the territories of (SPECIFY THE COUNTRIES OF INTEREST) on the freedom to operate within the scope of the RESULTS and FOREGROUND in order to identify possible interferences with third parties' intellectual property rights, providing the PRINCIPAL with a report on the analysis conducted.

6.2. Within the limits of Art. 1229 of the Italian Civil Code, if the PRINCIPAL, under the CONTRACT or subsequent agreements, uses in economic activity or, in any case, commercialise directly or indirectly the RESULTS, the FOREGROUND or part of them, the PRINCIPAL shall be solely liable for any damages, direct or indirect, for any reason whatsoever, arising from such use or commercialisation, including by third parties entitled by the PRINCIPAL, the ADMINISTRATIVE UNIT being unassailable by any such liability claim. For that purpose, the PRINCIPAL undertakes to substantially and procedurally indemnify the ADMINISTRATIVE UNIT and to insure it against any and all losses, damages, liabilities, costs or expenses, including legal costs, arising from or in any way connected to claims, licenses or disputes by third parties, relating to the use in economic activity or, in any case, the commercialisation of the RESULTS, the FOREGROUND or parts of them.

**Art. 7 Confidentiality obligations**

7.1. Each PARTY and its respective involved personnel shall observe the confidentiality obligations on the CONFIDENTIAL INFORMATION of the

other PARTY. The PARTIES shall ensure, and monitor accordingly, that the RESEARCH program and the CONFIDENTIAL INFORMATION reciprocally made available for the RESEARCH performance are not disclosed to unauthorised persons.

7.2. The PARTIES' confidentiality obligations shall last for ..... years following the end of the CONTRACT.

7.3. Whether a PARTY decides to protect its FOREGROUND through trade secrets, the other PARTY undertakes not to disclose the results without authorisation of the owner and shall be bound by the confidentiality obligations set forth in this article.

#### **Art. 8 Publications**

8.1. The PRINCIPAL grants the ADMINISTRATIVE UNIT the right of first publication of the RESULTS subject to 30 days to review the work to be published and identify patentable elements, confirm that any personal data are adequately protected and purge any inadvertent disclosure of CONFIDENTIAL INFORMATION. If necessary to allow for the draft and filing of industrial property right applications, the scientific supervisor may grant an extension of the review term not exceeding 60 days. Any subsequent extension shall require a specific agreement between the PRINCIPAL and the ADMINISTRATIVE UNIT.

8.2. The use or disclosure by the PRINCIPAL of the RESULTS must be compatible with preserving both the patentability of the FOREGROUND and the ADMINISTRATIVE UNIT's right of first publication.

#### **Art. 9 Fees, payment methods and traceability**

9.1. For the performance of the RESEARCH, the PRINCIPAL shall pay the UNIVERSITY the sum of €..... + VAT (OR INDICATE THE REASON WHY VAT IS NOT APPLICABLE). Said payment shall be all-inclusive of all expenses and charges incurred in carrying out the RESEARCH [(without prejudice to the awards referred to in Art. 5 option E) Deposit under the exclusive ownership of the PRINCIPAL].

9.2. The PRINCIPAL shall make the payment:

a) (for private entity principals) within 30 days after receipt of the electronic invoice – SDI recipient code ..... or PEC address .....

b) (for public body principals) within 30 days after receipt of the electronic invoice – IPA address code .....

through payments to the IBAN code .....at the Bank ..... (*for payments from private individuals*), or to the Treasury Account no. .... (*for payments from other public administrations*) in favour of the UNIVERSITY in the following ways:

*(indicate in how many solutions and to what extent the consideration will be paid, or that it will be paid in a single instalment at the stipulation of this deed, or on another date to be specified).*

- .....% at the time of entering the CONTRACT
- .....% after ..... months after the conclusion of the CONTRACT
- .....% at the end of the CONTRACT, upon presentation to the PRINCIPAL of a final report drawn up by the UNIVERSITY describing all the research carried out and its results.

9.3. For financial traceability, it is also indicated that:

- the Tender Identification Code (CIG), assigned to this agreement by the Anti-Corruption National Authority (ANAC) at the request of the contracting authority is as follows: .....
- the CUP code, if it is mandatory under current legislation, is the following ..... (*The PRINCIPAL bears this obligation if it is a PUBLIC BODY. In all other cases, it may be omitted.*)

### **Art. 10. Duration**

10.1. The RESEARCH shall last ..... (indicate the time corresponding to the conclusion of the RESEARCH) starting from the date of the conclusion of the CONTRACT. In the case of non-contextual signing, the closing date shall coincide with the date affixed by the last signatory.

10.2. Any variation of the CONTRACT duration, including its renewal or extension, shall be agreed upon by the PARTIES in writing, subject to the approval by their competent bodies.

**Art. 11. External collaboration:**

**CHOOSE OPTION: A,B**

**OPTION A**

11.1. The scientific supervisor may use the services of collaborators external to the ADMINISTRATIVE UNIT, following the relevant provisions of the UNIVERSITY's internal regulations.

11.2. Without prejudice to the moral rights of the inventors to be recognised as such under Art. 62-65 of the Italian Industrial Property Code, in the event an external subject is involved in the RESEARCH, the PARTY which has engaged him/her guarantees that he/she will assign any of his/her economic intellectual property rights on FOREGROUND to the PRINCIPAL and the UNIVERSITY in their respective ownership shares.

11.3. Any sums due by law or by contract to third parties involved in the RESEARCH, such as authors of results subject to intellectual property, shall be due and payable exclusively by the PARTY that has engaged the third party in the RESEARCH.

**OPTION B**

11.1. The scientific supervisor may use the services of collaborators external to the ADMINISTRATIVE UNIT, following the relevant provisions of the UNIVERSITY's internal regulations.

11.2. Without prejudice to the moral rights of the inventors to be recognised as such under Art. 62-65 of the Italian Industrial Property Code, in the event an external subject is involved in the RESEARCH, the determination of the ownership of any intellectual property rights on the FOREGROUND resulting from the activities carried out by the external subject shall be left to subsequent agreements between the PARTIES, following the UNIVERSITY's internal regulations.

11.3. Any sums due by law or by contract to third parties involved in the RESEARCH, such as authors of results subject to intellectual property, shall be due and payable exclusively by the PARTY that has engaged the third party in the RESEARCH.

#### **Art. 12 Safety and Employer Liability**

12.1. The PARTIES mutually acknowledge that their personnel carrying out the RESEARCH is in good standing with the insurance coverage foreseen by the applicable regulations (accidents and tort liability towards third parties).

12.2. Except in cases of wilful misconduct or gross negligence, the PARTIES mutually release each other from any liability for any harmful event that may occur to the personnel of one PARTY during their stay at the other PARTY's premises. Each PARTY shall indemnify and, in any case, exempt the other PARTY from any commitment and responsibility that may arise for any reason whatsoever towards third parties from the execution through its personnel of the activities related to this CONTRACT.

#### **Art. 13 Express termination and withdrawal clause and force majeure**

13.1. The PRINCIPAL or the UNIVERSITY may terminate this contract by means of communication to be sent to the other PARTY via registered letter with acknowledgement of receipt, upon prior notice of at least ..... days, in the cases agreed upon in this article.

13.2. If, for any reason whatsoever, the scientific supervisor cannot continue performing this function and no successor acceptable to both PARTIES is

available, the PARTIES shall be entitled to withdraw from the present CONTRACT.

13.3. Either PARTY may suspend the performance of its contractual obligations when such performance is rendered impossible or unreasonably burdensome by an unforeseeable impediment beyond its control, such as but not limited to a pandemic, boycott, lockout, fire, war, riot and revolution, requisition, embargo. The PARTY wishing to rely on this clause shall immediately notify in writing the other PARTY of the occurrence and termination of the force majeure circumstances.

13.4. Should the suspension due to force majeure lasts more than ..... weeks, either PARTY shall be entitled to terminate the present CONTRACT, in the manner described in Clause 13.1 here above.

13.5. Either PARTY shall be entitled to terminate the CONTRACT for non-performance if the other PARTY fails to comply with the obligations provided for in the articles ..... (*quote number and title of each article*), which the PARTIES recognise as essential. Termination of the contract shall not release the non-performing PARTY from the obligation to pay compensation for damages due to the performing PARTY (or the non-performing PARTY shall pay the sum of ..... as a penalty, without prejudice to compensation for further damages).

13.6. Withdrawal or consensual termination shall only affect the future and shall not affect the part of the contract already performed.

13.7 In the event of withdrawal or termination according to the previous paragraphs, the PRINCIPAL shall pay the UNIVERSITY the amount of the expenses incurred and committed, according to the contract, up to the moment of receipt of the notice of withdrawal or termination.

13.8. (optional) Under the provisions of article 1671 of the Italian Civil Code, in the event of withdrawal, the PRINCIPAL shall pay the UNIVERSITY an additional sum equal to ..... as a penalty for withdrawal.

#### **Art. 14 Processing of personal data**

14.1. The data provided by the PARTIES will be processed according to the

purpose of the CONTRACT, in compliance with the principles of lawfulness, fairness and transparency, data minimisation, accuracy and necessity referred to in Art. 5, paragraph 1 of the General Data Protection Regulation (GDPR). The provision of such data between the PARTIES is compulsory to fulfil all the CONTRACT obligations in any case connected to the execution of the relationship established with this deed.

14.2. The data provided by the PARTIES will be collected and processed, manually, on paper and digitally, through their inclusion in paper and/or computer files and may be communicated only within the structure of the COMPANY and UNIVERSITY for the management of the relationship established by this deed.

14.3. The UNIVERSITY privacy policy on the protection of personal data of economic operators related to the CONTRACT is available at the following link .....

14.4. The COMPANY privacy policy on the protection of personal data of economic operators related to the CONTRACT is available at the following link ..... /OR is attached to the CONTRACT.

14.5. By signing this deed, the PARTIES express their consent to the processing and communication of their personal data in the manner and purposes described above. The data controllers are the UNIVERSITY and the COMPANY, and data protection representatives are the ..... for the UNIVERSITY and ..... for the COMPANY. (OPTIONAL) According to Art. ...., the UNIVERSITY may use the data of this deed in anonymous form for statistical analysis on the progress of contract research activities.

**Art. 15 Applicable law and submission clause**

**CHOOSE OPTION; A, B, C**

**OPTION A: Court Resolution**

15.1. Italian law applies to the CONTRACT.

15.2. Any and all disputes relating to the formation, validity,

binding effect, interpretation, performance, breach or termination of the CONTRACT, if not amicably settled, shall fall under the exclusive competence of the Court of .....

### **OPTION B: Arbitration**

15.1. Italian law applies to the CONTRACT.

15.2. Any and all disputes relating to the formation, validity, binding effect, interpretation, performance, breach or termination of the CONTRACT, if not amicably settled, shall be submitted to an arbitrator appointed by mutual agreement or, failing that, by the President of the Tribunal of .....

### **OPTION C: Preliminary Mediation**

15.1. Italian law applies to the CONTRACT.

15.2. Any dispute, controversy or claim arising out of or relating to the CONTRACT and any subsequent modification thereof, including without limitation its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be subject to a preliminary mediation attempt under the rules of the Mediation Body ..... The place of mediation is ..... The language of the mediation is .....

15.3. If the disputes are not resolved within [60][90] days from the commencement of mediation or if the mediation attempt fails, the disputes shall be submitted to the Court of ..... which shall have exclusive jurisdiction [or such disputes shall be submitted to and finally determined by

an arbitrator appointed by mutual agreement or, failing that, by the President of the Court of .....].

#### **Art. 16 Registration and contractual expenses**

16.1. The CONTRACT, entered into in the form of a non-authenticated private deed, regulating services subject to value-added tax, is subject, under Art. 5 of the DPR dated 26/04/1986 no. 131 and following amendments, to fiscal registration in case of use, with the application of the registration tax at a fixed rate, according to Art. 40 of the above-mentioned DPR. The PARTY requesting the registration shall bear the expenses thereof.

16.2. The PRINCIPAL shall bear all other taxes and duties, such as stamp duties, deriving from the CONTRACT by law.

#### **Art. 17 Final Provisions**

17.1. The CONTRACT constitutes the entire understanding of the PARTIES concerning the regulation of the ownership of the FOREGROUND and the procedures for its protection, and supersedes all contracts, agreements and/or understandings, written or oral, previously concluded and/or reached by the PARTIES concerning the RESEARCH.

17.2. No agreement or arrangement modifying, derogating from or extending the CONTRACT shall be binding on any PARTY unless made in writing, expressly referring to the CONTRACT and signed by the PARTIES and their respective duly authorised representatives.

17.3. If any provision of the CONTRACT is held invalid, void or unenforceable, such defect shall not affect the remaining provisions of the CONTRACT. The PARTIES shall be released from their rights and obligations under the conditions

declared void, invalid or unenforceable to the extent such rights and obligations are directly affected by such defect. In such cases, the PARTIES shall negotiate in good faith the replacement of the invalid or void provisions by valid and effective ones following the PARTIES' intention.

17.4. In case either PARTY tolerates a behaviour of the other PARTY that may constitute a breach of the provisions of the CONTRACT, this shall not constitute a tacit waiver of the rights deriving from the breached provisions or of the right to require the fulfilment even partially of the terms and conditions set out in the CONTRACT, nor prevent the exercise of any other right or power of the PARTY under the CONTRACT.

17.5. The CONTRACT shall be interpreted in good faith, having regard to the PARTIES' common intention and the substantial result they reasonably intended to achieve.

17.6. Neither PARTY may assign the CONTRACT without the prior written agreement of the other PARTY.

The COMPANY [place, date, signature]

The ADMINISTRATIVE UNIT [place, date, signature]

The scientific supervisor(s) [place, date, signature]

Pursuant to Art. 1341, second paragraph of the Italian Civil Code, the following articles are specifically approved: Art. 5 (Intellectual property and ownership of the RESULTS), Art. 6 (Experimental nature of the RESEARCH and freedom to operate), Art. 7 (Confidentiality obligations), Art. 12 (Safety and Employer Liability), Art. 13 (Express termination and withdrawal clause and force majeure), Art. 15 (Applicable law and submission clause).

The COMPANY [place, date, signature]

The ADMINISTRATIVE UNIT [place, date, signature]

Annexes:

- a) Preceding NDA (cfr. Recital c))
- b) TECHNICAL ANNEX (cfr. Art. 3)
- c) PRINCIPAL's privacy policy (optional)
- d) Any other annexe.



**URTT | UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO**

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