



**UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO**

FORM

# **COLLABORATIVE RESEARCH AGREEMENT**

**FORM**

**COLLABORATIVE RESEARCH AGREEMENT**

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**COLLABORATIVE RESEARCH AGREEMENT**

**REGARDING .....**

**BY AND BETWEEN**

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

(Alternative for a public research organisation)

..... (public research organisation name) Tax Code/V.A.T. number  
....., with registered office in ..... (hereinafter, the  
'.....' the acronym of the organisation), 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)

(Optional for three-party contracts)

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

(Alternative for a public research organisation)

..... (public research organisation name) Tax Code/V.A.T. number  
....., with registered office in ..... (hereinafter, the

‘.....’ the acronym of the organisation), 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 COMPANY has as statutory object ..... and is therefore interested in carrying out and developing research activities in such a field;
- b) The ADMINISTRATIVE UNIT, as part of its institutional activity, is currently carrying out studies and research related to the activities that the COMPANY wants to develop;
- c) Collaborative research between the ADMINISTRATIVE UNIT and the COMPANY is likely to improve the knowledge used in their respective activities, as well as enabling the development of synergic projects;
- d) The performance of the research provided for by this contract is of mutual interest and benefit to the PARTIES and will further the scientific and educational objectives of the University ..... consistently with its status as a public body;
- e) 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);
- f) (Optional for three-party contracts) ..... operates in the sector ..... and is therefore interested in participating in the collaborative research between the COMPANY and the ADMINISTRATIVE UNIT;

**OPTION B**

- a) The COMPANY has as statutory object ..... and is therefore interested in carrying out and developing research activities in such a field;
- b) The ADMINISTRATIVE UNIT, as part of its institutional activity, is currently carrying out studies and research related to the activities that the COMPANY wants to develop;
- c) Collaborative research between the ADMINISTRATIVE UNIT and the COMPANY is likely to improve the knowledge used in their respective activities, as well as enabling the development of synergic projects;
- d) On ....., to evaluate the possible collaborative research 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);
- e) The COMPANY and the ADMINISTRATIVE UNIT signed on ..... a Framework Convention on research topics of common interest ..... (BRIEF REFERENCE TO THE SCOPE OF THE FRAMEWORK CONVENTION);
- f) 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;
- g) The performance of the research provided for by this contract is of mutual interest and benefit to the PARTIES and will further the scientific and educational objectives of the University ..... consistently with its status as a public body;
- h) 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);
- i) (Optional for three-party contracts) ..... operates in the sector ..... and is therefore interested in participating in the

collaborative research between the COMPANY and the ADMINISTRATIVE UNIT;

### OPTION C

- a) The COMPANY has as statutory object ..... and is therefore interested in carrying out and developing research activities in such a field;
- b) The ADMINISTRATIVE UNIT, as part of its institutional activity, is currently carrying out studies and research related to the activities that the COMPANY wants to develop;
- c) Collaborative research between the ADMINISTRATIVE UNIT and the COMPANY is likely to improve the knowledge used in their respective activities, as well as enabling the development of synergic projects;
- d) 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);
- e) The performance of the research provided for by this contract is of mutual interest and benefit to the PARTIES and will further the scientific and educational objectives of the University ..... consistently with its status as a public body;
- 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);
- g) (Optional for three-party contracts) ..... operates in the sector ..... and is therefore interested in participating in the collaborative research between the COMPANY and the ADMINISTRATIVE UNIT;

**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 Definitions**

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 PROJECT. [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 protected and not protected under national, EU and international intellectual and industrial property laws, created or otherwise achieved during the implementation of the PROJECT and by reason thereof and therefore related to the objective of the RESEARCH.

2.5. "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 PROJECT, 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.

2.6. '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 PROJECT, including but not limited to: deeds, 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 PROJECT 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/watermark/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 and Project Implementation**

3.1. In the PARTIES' common institutional and statutory interests, this CONTRACT concerns the performance of the collaborative research project

..... *Insert the title* (hereinafter the "PROJECT"), whose technical details, modalities, deliverables and deadlines are described in the annex hereto (hereinafter the "TECHNICAL ANNEX").

3.2. The PARTIES undertake to carry out the activities for which they are responsible in the framework of the PROJECT each at their own premises and, when necessary, at the premises of the other. The PARTIES undertake to carry out the PROJECT with utmost diligence and effort, according to the highest relevant quality standards and in full compliance with the terms of the present CONTRACT, its Annexes and applicable regulations. The PARTIES further undertake to carry out their activities based on shared instructions and guidelines.

3.3. The PARTIES further undertake to use, for the PROJECT implementation, each one under its own responsibility, personnel suitable both for number and skills (hereinafter, the "STAFF"). During the implementation of the PROJECT, the PARTIES shall act independently and the STAFF shall act under the sole and exclusive control, organisation and responsibility of the affiliation PARTY. Therefore, the PARTIES shall indemnify each other against any claim arising from their respective STAFF during the implementation of the CONTRACT. The above shall be understood without prejudice to the ordinary and daily coordination necessary for the proper implementation of the PROJECT between the PARTIES' STAFF and between the PROJECT's scientific managers.

3.4. CONTRACT, during and beyond its term, shall not limit the freedom of the PARTIES and of their staff to carry out research activities in fields related to the PROJECT

#### **Art. 4 Scientific supervisors**

4.1. The PROJECT scientific supervisor for the COMPANY is .....: the PROJECT scientific supervisor for the ADMINISTRATIVE UNIT is Prof./Dr. .... . (Optional) Each PARTY is entitled to replace its own scientific supervisor by giving written notice to the other PARTY indicating the name of the new supervisor and the

date from which such appointment shall start.

4.2. The scientific supervisors shall be responsible, within their respective entities, for the carrying out of the collaborative research PROJECT and the coordination of the related activities. In particular, the scientific supervisors shall be responsible for checking the work in progress and its advancement stages, solving any operational problems that arise, preparing periodic reports [at least every six months] on the work carried out in accordance with the TECHNICAL ANNEX, and ensuring that appropriate measures are taken with respect to their STAFF to comply with the obligations of confidentiality and safety at work. (Optional) In addition, pursuant to the TECHNICAL ANNEX, the scientific supervisors will undertake to produce a final report describing all the research carried out and the results obtained.

#### **Art. 5 Financial provisions**

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

#### **OPTION A**

5.1. The CONTRACT does not entail any economic burden for the PARTIES nor any money transfer between them. The financial charges related to the implementation of the collaborative research PROJECT shall be borne by each of the PARTIES for its own part.

#### **OPTION B**

5.1. As partial reimbursement of the costs incurred for the implementation of the PROJECT, and after the issuance of an appropriate debit note, the COMPANY shall pay Euro ..... to the UNIVERSITY as follows

- Euro ..... within 60 days from the signature of the present CONTRACT;

- Euro ..... within ..... days.

### **Art. 6 Intellectual property rights**

6.1. The BACKGROUND of a PARTY is and shall remain the property of the PARTY itself.

6.2. 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 PROJECT, 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.

6.3. The FOREGROUND shall belong to the PARTY that has generated it, subject to the obligation to notify the other PARTY of its achievement. Each PARTY shall have the right to use the other PARTY's FOREGROUND free of charge, non-exclusively and perpetually for scientific and educational purposes only, and subject to confidentiality obligations. The COMPANY 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 ADMINISTRATIVE UNIT's FOREGROUND, on equal terms with those offered to third parties by means of public tenders. The COMPANY may exercise such pre-emption right within ..... days from the written communication by the ADMINISTRATIVE UNIT of the third party's proposal and offered conditions.

6.4. Whether the FOREGROUND results from the substantial and inseparable contribution of both PARTIES, as evidenced by the presence among the inventors of personnel belonging in various capacities to both PARTIES, the ownership of the FOREGROUND shall be joint between the PARTIES in proportion to the individual inventive contribution. In

case of such a joint FOREGROUND, 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.

#### 6.6. OPTIONAL ONLY IF APPLICABLE

The CONTRACT and its implementation do not imply an assignment or license of any right in relation to the other PARTY's BACKGROUND and SIDEGROUND further to the provisions of Article 6.2.

OR

The SIDEGROUND, if any, shall belong to the PARTY that generated it. If the SIDEGROUND results from the substantial and inseparable contribution of both PARTIES, as evidenced by the presence among the inventors of personnel belonging in various capacities to both PARTIES, the ownership of the SIDEGROUND shall be joint between the PARTIES in proportion to the individual inventive contribution. In case of such 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 COMPANY 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 ADMINISTRATIVE UNIT's SIDEGROUND, on equal terms with those offered to third parties by means of public tenders. The COMPANY may exercise such pre-emption right within ..... days from the written communication by the UNIVERSITY of the third party's proposal and offered conditions.

### **Art. 7 Confidentiality obligations**

7.1. By signing the CONTRACT, the receiving PARTY undertakes to use the CONFIDENTIAL INFORMATION exclusively for the purposes of the PROJECT and to maintain its confidentiality and not to disclose its content to any third party without the prior written authorization of the disclosing

PARTY. The receiving PARTY undertakes in any case to treat and protect the CONFIDENTIAL INFORMATION with the greatest possible diligence and, in any case, to apply all measures it takes to treat and protect its own CONFIDENTIAL INFORMATION of the same nature. The confidentiality obligations set forth in this CONTRACT shall be complied with by the receiving PARTY for the period of 5 (five) years as from the date each CONFIDENTIAL INFORMATION is communicated to the receiving PARTY.

7.2. The receiving PARTY undertakes to limit the dissemination of the CONFIDENTIAL INFORMATION within its organisation to only those persons who need such knowledge due to the nature of their task according to the so-called 'need-to-know' principle, and, in any case, on condition that such persons

- undertake to consider as confidential and reserved the CONFIDENTIAL INFORMATION received by the disclosing PARTY in the execution of each specific PROJECT;

- undertake not to reproduce and use for purposes other than those of the PROJECT the CONFIDENTIAL INFORMATION that shall be provided and/or disclosed by the disclosing PARTY to the receiving PARTY in the performance of each specific PROJECT.

7.3. Whether a PARTY decides to protect its FOREGROUND by means of 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 and Logos**

8.1. Each PARTY may not publish or present results or information arising from the PROJECT, jointly obtained and whose ownership the PARTIES share, without the prior written consent of the other PARTY, which shall not be withheld without a reasonable ground. The PARTY intending to publish shall solicit by written request, attached to a copy of the relevant documents, the other PARTY's permission at least sixty (60) (*evaluate if the term appropriate*) days prior to submission to the journal or to the committee organising the

event. Within thirty (30) days after receipt of the to be published document, the receiving PARTY shall respond in writing verifying that the relevant documents comply with applicable data protection laws, do not contain any CONFIDENTIAL INFORMATION belonging to it, or otherwise affect the legal protection of its BACKGROUND, SIDEGROUND, and FOREGROUND. After the expiry of the thirty (30) day period for replying, the authorisation shall be deemed to have been granted [*consent by silence*]. If the document contains CONFIDENTIAL INFORMATION, the authorisation may require their omission and replacement with the words "[omissis]".

8.2. If the requested publication by one PARTY affects the filing of patent applications or the registration of other industrial property rights on the BACKGROUND, SIDEGROUND or FOREGROUND of the other PARTY, the PARTIES hereby agree to postpone the publication until ninety (90) days after receipt of the results of the verification of the substantive requirements for obtaining any titled industrial property rights.

8.3. The PARTY intending to publish or present results or information deriving from the PROJECT, obtained separately and under its exclusive ownership, shall give prior notice thereof to the other PARTY just for information. No prior authorization or notice shall be required for the publication of research whose content is already in the public domain, including already published applications for industrial property rights.

8.4. The PARTIES undertake to specify in the publications, reports and disclosed documents that the results achieved are the outcome of the collaboration between the COMPANY and the ADMINISTRATIVE UNIT.

8.5. Neither PARTY is allowed to use the name and/or logo of the other for commercial purposes and/or advertising purposes.

#### **Art. 9 Liability and safety**

9.1. The PARTIES mutually acknowledge that their personnel involved in the PROJECT is in good standing with the insurance coverage mandated by the applicable regulations (accidents and third-party tort liability).

9.2. The PROJECT allows one PARTY to host the other PARTY's STAFF at its premises. The hosting PARTY shall be responsible for informing the

STAFF of the hosted PARTY about the risks and safety measures and rules therein (use of equipment, work protocols, emergency and evacuation procedures, etc.). The STAFF of both PARTIES shall comply with the safety regulations in force in the places of execution of the PROJECT, in compliance with the current legislation on health and safety at work (Legislative Decree 81/2008 as amended and supplemented).

9.3. Without prejudice to the responsibility of the employer and of the managers of the facilities of the hosting PARTY for the compliance of the buildings and of the single premises with the regulations in force, each PARTY shall be individually and exclusively responsible for the risks deriving from the activity carried out by its STAFF and for the consequent measures of prevention and protection of health and safety, according to the provisions of Legislative Decree 81/2008.

#### **Art. 10. Duration, termination and withdrawal**

10.1. The CONTRACT shall be effective and enforceable from the date of its last signature by all PARTIES and shall have a duration of .....  
(indicate the time corresponding to the end of the Research Project).

10.2. Each PARTY is entitled to terminate the CONTRACT by means of PEC (*certified e-mail*), pursuant to article 1454 of the Italian civil code, in case of material breach of the CONTRACT by the other PARTY which is not remedied within 15 (fifteen) days as from the date the defaulting PARTY receives the above-mentioned communication by PEC containing the request to remedy the breach under this article. It is understood that the termination of the CONTRACT shall not release either PARTY from any damages liability accrued thereunder prior to the effective date of such termination, nor prevent any PARTY from pursuing all rights and remedies available to it under the present CONTRACT or at law, including those protecting intellectual property rights, with respect to any breach of the CONTRACT, nor prejudice the right of the PARTIES to obtain the specific performance of any obligation.

10.3. The PARTIES mutually acknowledge their right to withdraw from the present agreement. The withdrawal may be exercised by written notice to be

sent to the other PARTY by registered letter with return receipt or by PEC, with a notice of at least ..... (.....) days/months.

10.4. 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, pandemic, boycott, lockout, fire, war, riot and revolution, requisition, embargo. The PARTY wishing to make use of this clause shall immediately notify the other PARTY in writing of the occurrence and termination of the force majeure circumstances. Should the suspension due to force majeure last more than 6 (six) weeks, either PARTY shall be entitled to terminate the present CONTRACT, upon 10 (ten) days prior notice in writing to the other PARTY.

10.5. The withdrawal or the consensual termination shall only affect the future and shall not affect the part of the CONTRACT already performed.

10.6. In case of withdrawal of the COMPANY in accordance with paragraph 3 of this Article, the COMPANY shall pay the UNIVERSITY the amount of the expenses incurred and committed under the contract up to the moment of receipt of the withdrawal notice. In case of withdrawal of the UNIVERSITY due to revocation of the administrative measure authorizing the signature of the CONTRACT, the UNIVERSITY shall pay to the COMPANY an indemnity pursuant to article 21quinquies of Law 241/1990.

10.7. (optional) In case of termination according to paragraph 2. of this article, the defaulting party shall pay to the other an additional sum equal to ..... as penalty.

#### **Art. 11 Processing of personal data**

11.1. 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.

11.2. 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.

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

11.4. 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.

11.5. 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.

11.6 (OPTIONAL) According to Art. .... of the UNIVERSITY privacy policy, the UNIVERSITY may use the data of this deed in anonymous form for statistical analysis on the progress of collaborative research activities.

#### **Art. 12 Code of Ethics and of Conduct**

12.1. The UNIVERSITY acknowledges that the COMPANY has an Ethical Code and an Organizational Model pursuant to Legislative Decree 231/2001, which are made available upon request.

12.2. The COMPANY acknowledges that the UNIVERSITY has adopted its own Code of Ethics and Code of Conduct for its employees, in compliance with the provisions of Law no. 240/2010, D.P.R. no. 62/2013 and Law no. 190/2012, published on the University website.

12.3. The PARTIES undertake, for the whole duration of the CONTRACT and for all the activities related thereto, to comply with the principles set out in their own Codes, as well as to make them known and to make their employees, external staff and any other person involved in the performance of the

CONTRACT compliant with them, also in the relationships with third parties.

OPTIONAL 12.4. Each PARTY undertakes, to the extent of its competence, not to carry out acts and/or behaviours leading to a breach of the respective Codes. The serious, repeated and proven breach by a PARTY or by its employees/staff of the Code of Ethics and/or Code of Conduct, in the parts of it applicable to the relationship with the other PARTY and in the activities referable to the performance of the CONTRACT, shall entitle the PARTY whose Code has been breached to terminate the CONTRACT, using the express termination clause under art. 1456 of the Italian civil code, by means of a written communication sent by registered letter with return receipt or PEC. If such breach consists in the commission of illegal behaviours according to the Legislative Decree 231/2001, the relevant responsibility shall be finally ascertained in court. In the event of termination of the CONTRACT pursuant to the preceding paragraphs, the terminating PARTY shall have the right to claim compensation for any damages.

### **Art. 13 Registration**

#### **CHOOSE OPTION: A, B**

##### **OPTION A**

13.1. The PARTIES acknowledge that the CONTRACT, not relating to services with a patrimonial content, is subject to registration in case of use pursuant to D.P.R. No. 131/1986 (as amended), clauses 5, 6, 39, 40 and 4 of the attached Tariff Part II, and any registration expenses shall be borne by the PARTY requesting such registration.

13.2. The CONTRACT does not bear stamp duty pursuant to DPR no. 642/72, Clause 16 of the table, appendix B.

##### **OPTION B**

13.1. The CONTRACT, entered into in the form of a private deed, in a single original in digital format under Article 24, paragraphs 1 and 2 of the C.A.D. - Digital Administration Code - Legislative Decree no. 82/2005 and

Article 15, paragraph 2 bis, of L. 241/1990, is subject to stamp duty pursuant to Article 2, paragraph 1 of Presidential Decree no. 642/1972 to the extent provided for by the relevant Tariff - Part I, Article 2, as annexed to the Ministerial Decree of 20 August 1992, with charges to be borne in equal parts by both PARTIES.

13.2. Stamp duty shall be paid virtually by ....., as authorised by the Italian Revenue Agency ..... shall ask the other PARTY in a written note for reimbursement of the share due.

**Art. 14 Applicable law and submission clause**

CHOOSE OPTION: A, B, C

**OPTION A: Court Resolution**

14.1. Italian law applies to the CONTRACT.

14.2. 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 ..... (If the collaboration is with another public body, the Regional Administrative Tribunal has exclusive competence).

**OPTION B: Arbitration**

14.1. Italian law applies to the CONTRACT.

14.2. 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**

14.1. Italian law applies to the CONTRACT.

14.2. 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 .....

14.3. 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. 15 Exchange of information** 15.1. Apart from the ordinary daily communications between the PARTIES for the implementation of the PROJECT, communications, requests and other communications under the CONTRACT shall be made in writing by e-mail or PEC. Official communications exchanged by PEC shall be deemed to have been made at the time of their receipt at the addresses hereunder:

For the ADMINISTRATIVE UNIT

Office .....

Street address .....

E-mail ..... / PEC .....

Telephone .....

For the COMPANY

Office .....

Street address .....

E-mail ..... / PEC .....

Telephone .....

#### **Art. 16 General clauses**

16.1. 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 PROJECT.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. Neither PARTY may assign the CONTRACT without the

prior written agreement of the other PARTY.

16.6. The PARTIES expressly state that the CONTRACT is the result of a negotiation regarding its entire content and each and every clause. Therefore, Arts. 1341 and 1342 of the Italian Civil Code shall not apply.

**The CONTRACT is signed electronically, by digital signature, under Art. 24(1) and (2) of Legislative Decree No. 82/2005 CAD – Digital Administration Code.**

**The COMPANY [place, date, signature]**

**The ADMINISTRATIVE UNIT [place, date, signature]**

**Annexes:**

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



**URTT | UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO**

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