

CONTRACT

between

the ... **[name of counterparty]** (hereinafter the "Client") with registered office in ..., Via ..., PEC (Certified Email) ..., P. IVA ..., C.F. ..., represented by ..., **[if any: date of birth ...]**, authorized to sign this act with ...

and

the **Department of ... of the University of Pavia** (hereinafter, "Department"), C.F. (Fiscal Code) 80007270186 and VAT number 00462870189, with registered office in Pavia, Via ..., represented by, pursuant to and for the purposes of Article 8, subsection 16, of the Manual of Accounting and Management Control annexed to the University Regulations for Administration, Finance, and Accounting, the Director, Prof. ..., **[if any: date of birth ...]**, who is authorized to sign this act by resolution of the Council of the Department on (date) ...

from now on also "parties" (jointly) and "party" (individually)

given

- ...;
- ...;
- ...;

agree and stipulate the following:

Article 1 – Premises

First formulation: The premises and annexes [to→ **be indicated only if provided**] constitute an integral and substantial part of this contract.

Or, second formulation: The premises and annexes constitute an integral and substantial part of this contract, even if not materially attached by the express will of the parties, but in any event acquired in the documents appropriately signed by each party.

Article 2 – Subject matter of the contract

The Client entrusts research activity to the Department, which accepts it, on the subject of ..., according to the following program: ... **[Or: according to the program as detailed in Annex 1 to this contract]**.

Article 3 – Duration of the contract

The present contract has a duration of ... from ... [→ **indicate whether it is the date of subscription or any other date after the subscription**].

Article 4 – Withdrawal and termination

Both parties may withdraw from this contract by giving written notice to the other party via a registered letter with return receipt or PEC (Certified Email) with an advanced notice of ... [→ **indicate the number of months or days in relation to the duration of the contract**].

In particular, the Client reserves the right to exercise the aforementioned faculty in the event of interruption of the research activity for any reason.

The violation of even a single rule regulating this contract shall give the compliant party the right to terminate the same for good cause, pursuant to Article 1456 of the c.c by communicating via registered letter with return receipt or PEC to the other party.

In case of early termination of the contract, the Client shall pay the Department a share of the payment proportional to the documented progress of the research activity, or may ask the Department for the return of any sums already advanced but not yet used.

It is also understood that the termination of the contract will not entail the right of one party to make claims against the other for compensation or payments beyond what has been agreed. [→ **paragraph to be deleted in case of provision for any articles on penalties**.]

Article 5 – Amount of the contract and method of payment

1. For the performance of the research activities covered by this contract, the Client undertakes to pay the Department a total fee of €00 plus VAT.
2. This amount will be paid by the Client against an invoice issued by the Department in the following ways: ... [→ **examples**: "in a single solution on the date of conclusion of the contract"; **or** "the first installment of €00 plus VAT at the time of conclusion of the contract; the second installment of €00 plus VAT ... months after the first payment, together with the delivery of a report on the progress of the research; the third installment of €00 plus VAT as a balance at the end of the research, simultaneously with the delivery of the report on the results of the same"... → **To be defined from time to time in the manner agreed on by the parties**].

Subsections to be inserted if circumstance so warrant:

The Client also undertakes to pay the sum of €00 (not subject to VAT but to a debit note), which the Department must use for the financing, at its discretion, of research grants, additional doctoral scholarships, and fixed-term researcher positions.¹

3. ***The formulation of the contract → in the case of a contract with a public body or a contract with a private counterparty based abroad***: The above sum will be paid by the Client to the current account in the name of ... at the following Bank ... and branch office in ... [**→ possibly also indicate address**] corresponding to the IBAN code ... [**in the case of a public body →, indicate the Treasury current account at the Bank of Italy**].

Or, the following formulation → in the case of contracts with a private counterparty based in Italy: The above sum will be paid by the Client exclusively through the PagoPA platform² against an invoice issued by the Department, using the Payment Notice provided. Payment Notices can be paid at the physical branches of banks, through home banking, ATMs, SisalPay, Lottomatica, or Poste Italiane, or by connecting to the "Payment Portal" of the University of Pavia (<https://pagamenti.unipv.it>).

4. The Department declares that henceforth nothing else will be requested from the Client regarding the performance of the research and with reference to the results achieved, except in the case in which such results are patented.

Article 6 – Obligations of the Department

The Department undertakes to:

- make available, for the performance of the activities referred to in this contract, its staff as well as the necessary equipment and means, using all the appropriate knowledge and experience;
- allow the Client's staff, appointed and authorized by the Department, to have access to the places where the activities are carried out for the entire duration of this contract. In

¹ In the case of direct funding by the Client of doctoral scholarships or fixed-term researcher positions, however, it will be necessary to activate the specific agreements used by the University of Pavia to regulate the relative relationship between the parties, in line with the specific legislation of reference. The content of the subsection is indicative. Any changes may be requested according to the specific needs of the Client, to be evaluated on a case-by-case basis in order to ascertain any discrepancies.

² Public administrations, pursuant to current legislation (Article 5 of Legislative Decree n. 82/2005 - Digital Administration Code, article 15, subsection 5-bis of Legislative Decree n. 179/2012, converted by Law 221/2012 and Article 65, subsection 2 of Legislative Decree n. 217/2017, as last amended by Legislative Decree n. 162/2019, converted by Law 8/2020), are called upon to exclusively adopt the services offered by the PagoPA platform.

this case, the Client's staff must comply with the prevention and protection provisions in force at the Department, including any specific measures, where necessary (e.g., health surveillance, physical surveillance from ionizing radiation). The costs arising from the application of these measures will be agreed upon by the parties, including by means of specific agreements.

- appoint Prof. as scientific director of the research. The Department must promptly notify the Client of any replacement of its director;
- prepare a report at the end of the research on the activity carried out, to be submitted for approval by the Client's manager within ... days after the contract expires.

→ Adapt as necessary / Complete with any further obligations that are appropriate to regulate.

→ Possible subsection to be inserted in the article, if the circumstance so warrant

Considering the complexity of the research activities to be carried out to achieve the objectives set out in this contract, the Department, if it finds that it does not have staff with the appropriate skills, may use at its own expense the collaboration of one or more individuals external to the university with whom it will stipulate a contract for the performance of work in the manner provided for by the specific legislation in force and for a period equal to the duration of this contract, and any possible extensions. The individuals thus recruited are subject to the same confidentiality obligations and any obligations deriving from the execution of the contractual activities provided for all participants.

Article 7 – Obligations of the Client

The Client undertakes to:

- provide the Department with all the available information necessary to carry out the work indicated in this contract, both at the beginning and during its length;
- guarantee that the staff of the university in charge of the execution of the activities covered by this contract will have access to their headquarters and to the offices of the organizations participating in the activities themselves;
- appoint as company head of the research ..., who is qualified to represent it in all its relations with the Department. The Client must promptly notify the Department of any replacement of its manager;

- contribute, if need be, through its available personnel, premises, goods, and services for a successful outcome of the research activity;
- provide a list of personnel who intend to gain access to the Department.

→ Adapt as necessary / Complete with any further obligations that are appropriate for regulation.

Article 8 – Ownership of results³

First formulation – Ownership of the results pertaining to the Client

- The ownership of the creative, patentable, or custodial results through an industrial property title deriving from the research activity provided for in this contract belongs to the Client, who is also entitled to their patenting.
- In the event the Client files one or more patent applications using the results, the same will inform the University of Pavia and transfer to it the one-off amount of €00. In addition, if the Client markets the products covered by this patent, the same will transfer to the University of Pavia [Option I] the one-off amount of € ..., or ...% of the net turnover generated by these products, for ... years from the first sale. In the absence of sales, if within ... years from the date of filing of the patent the Client transfers ownership of the patent or grants licenses, it will pay the University of Pavia the one-off amount of € ..., or ...% of the net amounts collected, for a period of ... years from the date of the first remuneration. /Or [Option II], the Client shall pay the sum(s) that will be subsequently agreed upon between the parties in a specific act, to be stipulated within 12 months from the date of filing of the (first) patent application.
- The right of inventors to be mentioned as such in any patent applications, according to the laws in force, remains unaffected.
- The results obtained from the development of the research program may be published by the Department, subject to the written consent of the Client.

Or, second formulation – Ownership of the results pertaining to the University of Pavia

- The ownership of the creative, patentable, or custodial results through an industrial property title deriving from the research activity provided for in this contract is at the discretion of the University of Pavia, which will decide whether to file the patent

³ The formulations proposed in the article are alternative, so that choosing one excludes all the others.

application. In this case, if the Client is interested in the use of the results, the University of Pavia will grant it a license for such use upon payment of a fee to be defined by a subsequent agreement between the parties.

- If the University of Pavia does not express an interest in filing a patent application within the term of ... months, the Client shall have the right to proceed with the filing of the patent at its own expense, indicating the University of Pavia as co-owner. In this case, the University of Pavia, through a specific act between the parties, shall transfer its share of ownership of the patent to the Client, who shall request of the competent bodies that they transcribe the deed of acquisition of full ownership of the patent after its publication. The right of inventors to be mentioned as such in any patent applications, according to the laws in force, remains unaffected.
- In this case, the results obtained from the research program may be published by the Department, subject to the written consent of the Client.

Or, third formulation – Joint ownership of the results

- The ownership of the inventive, patentable, or custodial results through an industrial property title deriving from the research activity provided for in this contract belongs to both parties.
- Both parties have the right to patent these results as original, also in relation to the filing of any patent applications and to any revenues from the commercial exploitation of the inventions.
- ***Option I – common management of the patent of which the University holds its share of ownership⁴*** → In the case of the filing of a joint patent application, the parties undertake to specify in a separate agreement the methods of management and enhancement of any title obtained.
- ***Or, Option II – transfer to the Client of the share of the patent owned by the University⁵***
→ In the case of the filing of a joint patent application in which the Client has an interest in acquiring the share owned by the University of Pavia, the parties undertake to define in a separate agreement the methods regarding the sale of the share itself. ***[Or, after***

⁴ If the parties agree to Option I, then Option II will be eliminated.

⁵ If the parties agree to Option II, then Option I will be eliminated.

specific assessment of the opportuneness and congruity regarding the circumstances,

replace with: The University transfers its share of ownership of the patent to the Client against the payment of €00 + VAT].

- The right of inventors to be mentioned as such in any patent applications according to the laws in force remains unaffected.
- The results obtained from the research program may be published by the Department, subject to the written consent of the Client.

The results of the research, if not patentable or otherwise protectable according to current legislation, may be freely used and disclosed by the parties.

Article 9 – Privacy

The Department ensures that the personnel it assigns for the execution of this contract will maintain the confidentiality of any information obtained from the Client for the performance of the planned activities, regarding any unauthorized person or third parties.

The Client undertakes to reporting to the Department, from time to time, any information that is subject to the confidentiality constraint so that the Department may take the necessary measures to avoid the disclosure of such information to unauthorized subjects, and vice versa.

This information must be treated as such by the Department for a period of ... years following the termination of the contract, and vice versa. This obligation excludes information that is already known to the Department and to the Client, is in the public domain or is transmitted by third parties entitled to and without an obligation of confidentiality.

Violations of confidentiality obligations of any kind for which one party is responsible will give the other party the right to obtain eventual compensation for any damage suffered.

Article 10 – Personnel, responsibility, insurance

- Activities carried out by the staff of each party does not mean the establishment of any subordination bond towards the other party; personnel assigned to carry out the activities governed by this contract will, therefore, maintain their subordinate employment relationship with their respective employer.

- All the Client's employees who attend the Department and carry out activities governed by this contract must have insurance cover, paid for by the Client, for any damage arising from civil liability towards third parties and injuries.
- Employees of the Client will not be able to use any of the Department's equipment unless authorization from the Department manager is received.
- University employees benefit from INAIL accident protection (managed by the state) and adequate insurance cover for risks arising from third party liability.
- University employees will not be able to use any of the Client's equipment unless authorization from the Department manager is received.

In the event of injury to parties' personnel while carrying out the activities referred to in this contract, conducted in the premises where these activities are being carried out and in progress, the interested party must report the accident to the relevant INAIL office in the manner and time period provided for by current legislation, promptly referring the incident to the other party.

Article 11 – Health and safety in the workplace

In adherence with article 26 of Legislative Decree 81/2008:

- Regarding the Department: the head of the Department, ensures that the scientific head of the research referred to in art. 6 guarantees the health and safety of the parties involved in the contract, also through the coordination of safety provided for by art. 26 of Legislative Decree 81/08 and subsequent amendments and additions as well as the University Regulations for the management of safety and prevention activities in procurement, work and administration contracts. The manager oversees activities in accordance with current University Regulations for health and safety in the workplace. The Client's staff who attend the Department are required to comply with legal provisions concerning the health and safety of workers in the workplace and with that established in the University's current regulations.
- Regarding the Client: the company's research manager referred to in art. 7 ensures, through appropriate coordination procedures, pursuant to art. 26 Legislative Decree 81/2008 and subsequent amendments, the health and safety of the subjects involved in the contract. This manager supervises the correct implementation of the prevention and

protection measures also to be adopted by any university staff in attendance, who are required to comply with all legal provisions concerning the health and safety of workers in the workplace and as indicated in the legislation in force at the Client's place of work.

Article 12 – Handling of personal information⁶

The parties declare that they are informed about the use of their personal data and authorize its handling using electronic means and/or in paper format, in order to fulfil all the legal obligations and for the stipulation and execution of the relationship established by this contract, in the ways and within the limits necessary to pursue these purposes, including communication to third parties, where envisaged for the execution of the contract or pursuant to regulatory provisions, in compliance with Regulation (EU) 679/2016 (hereafter GDPR) and Legislative Decree No. 196 dated 30 June 2003 and last amended by Legislative Decree 101/2018.

Detailed information on data handling is available online on the parties' website at the following addresses, respectively: <http://privacy.unipv.it/> and

[Possible integration for contracts that provide for subsequent implementation agreements]

With regard to the implementation activities of this contract, in consideration of the range of activities foreseen, the aspects regarding the protection of personal information that will become necessary will be defined from time to time, through integrations or new specific agreements.

Article 13 – Underwriting and fiscal obligations

Option I – digital undersigning of the contract

This contract:

- will be digitally undersigned pursuant to art. 24 of Legislative Decree 82/2005 (Digital Administration Code);

⁶ This is the generic formulation that is used when the execution of the contract does not involve the handling of personal information or when the information exchanged during its validity are those of the signatories necessary to allow the management of the deed and the fulfilment of the resulting obligations. If, in the execution of the contract, third-party personal information is handled (for example: patient data in research context or of students for internships), the role of the parties with regard to data handling must be specified. In contracts, three different case types may arise: 1) data handling in the case of independent owners, 2) data handling in the event of joint ownership, 3) data handling appointed to and external data processor. The specific formulations of the contractual articles that include the identified cases and the necessary documents can be found on the University website: <https://privacy.unipv.it/>, where they are constantly updated..

- will be recorded only if used in accordance with art. 5 and 39 of Presidential Decree 131/86, at the expense of the party requesting it;
- will be duty stamped from the outset, pursuant to art. 2, Table A, tariff part I, of Presidential Decree 642/72, virtually, on the only electronic original, by the Client who will inform the Department that the tax has been paid/or it will be duty stamped from the outset, pursuant to art. 2, Table A, tariff part I, of Presidential Decree 642/72, virtually, on the single electronic original, by the University of Pavia, with authorization of the local Pavia Tax Office, no. 1 of 22.11.2001. Considering that stamp duty is the sole responsibility of the Client, it will reimburse the entire amount to the University of Pavia, in line with the methods provided by the Department.

Or, Option II – if the original paper copy of the contract is undersigned

- two paper originals will be prepared, to be signed by each party;
- it will be registered only if used pursuant to art. 5 and 39 of the Presidential Decree 131/86, at the expense of the party who requests it;
- it will be duty stamped from the outset, pursuant to art. 2, Table A, tariff part I, of Presidential Decree 642/72. The relative burden will be borne by the Client for all originals of the completed deed. The Client will, therefore, return to the Department the original pertaining to the respective contract finalized in compliance with this fulfilment / **Or** it will be stamped from the outset, pursuant to art. 2, Table A, tariff part I, of Presidential Decree 642/72, virtually, on the original paper documents of the deed, from the University of Pavia, with the authorization of the local Pavia Tax Offices, no. 1 of 22.11.2001. Considering that the stamp duty is the sole responsibility of the Client, it will reimburse the entire amount to the University of Pavia, in line with the methods to be provided by the Department.

Article 14 – Laws applicable to the contract

The contract is subject to Italian laws [**→ or other laws in cases of contracts with foreign parties who do not accept this condition**].

Article 15 – Dispute resolution⁷

I option – jurisdiction

⁷ The two options in art. 15 are alternatives: the choice of one excludes the other.

For any controversies that may emerge between the parties in relation to the interpretation, execution and/or validity of the contract that cannot be resolved amicably, the court of Pavia will have exclusive jurisdiction. [**→ or another jurisdiction in cases of contracts with parties, including from overseas, who do not accept this condition**].

Or, Option II– arbitration

Any dispute between the parties regarding the validity, interpretation, execution or termination of this contract will be decided through ritual arbitration, in accordance with art. 806 and ss. of the Code of Civil Procedure. The arbitration board will be composed of three arbitrators, of which one will be appointed by the University, the other by the Client and the third will be appointed by the two aforementioned arbitrators within thirty days of the appointment of the second of them or, in the absence of such an agreement, by the President of the Court of Pavia. The party initiating the arbitration proceedings will appoint the first arbitrator with a request for arbitration; the other party will appoint an arbitrator within twenty days of receipt of the request for arbitration; failing that, the second arbitrator will be appointed by the President of the Pavia Court. The arbitrators will make a decision in accordance with the law within a maximum term of 120 days. The arbitration procedure will be based in Pavia and will be held in Italian.

Article16 – Final laws and regulations

- Any changes to this contract and to the research program that may occur during the performance of the activities will be agreed between the parties in writing, also by exchange of letters, once any necessary approvals have been obtained.
- Though not explicitly provided for in this contract, the relevant statutory and regulatory provisions apply.

Option I → for digital undersigning of the contract

..., ...⁽¹⁾

Pavia, ...⁽¹⁾

The Client

Department of ...

Legal Representative

University of Pavia

Director

(Dott. ...)

(Prof. ...)

[Act signed digitally– ⁽¹⁾ respective dates of digital undersigning]

Or, Option II → for signing of the contract in its original paper form

..., ... ⁽¹⁾

Pavia, ...⁽¹⁾

The Client

Department of ...

Legal Representative

University of Pavia

Director

(Dott. ...)

(Prof. ...)

→ Any additional articles / details to be included in the contract, if necessary

Article ... – Penalties

In the event of (a) non-fulfilment of the obligation or (b) delay in the performance of the service provided for in this contract for reasons attributable to it, the Department will be required to pay the Client, as a penalty, a sum corresponding to ...% of the amount, in the first hypothesis (a), provided that the Client has not provided notice, pursuant to art. 1454 of the civil code, or €.... 00 for each day of delay, in the second hypothesis (b).

The Department acknowledges that the application of the penalties provided for in this contract does not preclude the right of the Client to request compensation for any damage it may suffer as a result of any delays.

In any case, the parties agree that the amount possibly owed by the Department to the Client by way of penalties cannot exceed 10% of the amount provided for in the contract, otherwise the contract is terminated.

Art. ... – Code of Ethics, transparency, anti-corruption⁸

The University confirms that it has consulted the Code of Ethics, the Organization, Management and Control Model and the Client's anti-corruption guidelines, adopted in implementation of Legislative Decree 231/2001, available on the web page ..., and applies the relevant content, promoting compliance among its employees and collaborators, where they are compatible with the specific rules which, in these matters, govern the work of the public administration, in general, and of universities, in particular.

Specifically the University of Pavia:

- has adopted its Code of Ethics, in the application of art. 4 of Legislative Decree 240/2010, available at link <https://web.unipv.it/wp-content/uploads/2019/03/Codice-Etico.pdf>, as a shared set of values and ethical rules of conduct applicable to members of the academic community;
- is subject to current laws regarding anti-corruption and transparency applicable to the public sector (Law 190/2012, Legislative Decree 33/2013 and subsequent modifications and integrations) and to the three-year anti-corruption plan ...⁹ adopted by the University and available at: <http://wcm-3.unipv.it/site/home/ateneo/amministrazione/amministrazione-trasparente/anticorruzione.html>);
- is subject to Presidential Decree n. 62/2013 – Regulation including the code of conduct for public employees in accordance with art. 54 of Legislative Decree 165/2001.

Possible clarification to be inserted at the end of the contract for express approval of the unclear clauses

Although the clauses of this contract are the result of the negotiation of the Parties, the Parties declare, pursuant to and for the purposes of articles 1341 and 1342 of the civil code, to expressly approve the provisions contained in the articles ...

The Client

Department of ...

⁸ The formulation is alternative to that already provided for in point 3.d) (Company codes of ethics and internal rules of the Client) of the "Guidelines for the evaluation of active contracts proposed by public and private clients containing discrepancies with respect to the *Regulations relating to contracts and agreements for self-financing activities in collaboration or on behalf of third parties of the University of Pavia*".

⁹ Insert the reference to the three-year plan in force at the time of signing the contract

Legal Representative

University of Pavia

Director

(Dott. ...)

(Prof. ...)