



UNIVERSITY OF PADUA

Department of Industrial Engineering

Via Gradenigo, 6/a – 35131 PADOVA (Italy)

Tax payer's code 80006480281 - VAT no. 00742430283

[Rev. Oct 2, 2018]

Prot.

Tit. Cl.

To – name of organization
address

Subject: agreement for project “.....”

As a result of its contacts, the Department of Industrial Engineering – University of Padua, via Gradenigo 6/a, 35131 Padova (Italy), Tax number 80006480281, VAT 00742430283, hereafter DII, represented by the Head of department pro tempore prof. Massimo Guglielmi, proposes to carry out the activities mentioned in the subject, best described in Appendix A-Work Plan , the Conditions set out below.

Art. 1 - Subject

The Society/University....., hereafter “Company/University”, appoints DII to carry out the activities mentioned in the subject, according to the time schedule described out in Appendix A), which belongs to the contract.

Art. 2 – Project coordinator

The Project Coordinator for the Department is

The Project Coordinator for the Company/University is

Art. 3 - The Department's obligations

The Department shall carry out the activity stated in Article 1 in accordance with the objectives, contents, times, organisation methods and costs envisaged for the project in question.

Art. 4 - The Company's obligations

The Company/University shall provide adequate and appropriate human resources, information, equipment to perform the activities included in the research project.

Art. 5 - The Department's structures and personnel

The Department shall provide adequate and appropriate human resources, information and software to perform the activities included in the research project. For the implementation of the project activities the Department might involve permanent research staff in relation to the specific skills required, personnel employed by other structures of the and/or offices of Department, contract personnel and/or scholarships without additional costs for the Company.

Art. 6 - Insurance and Safety

In accordance with D.L. 81/2008 e s.m.i. pertaining to workplace safety are the responsibility of the host establishment. The aforesaid obligations cover both personnel and students attending the establishment for the purposes of the activity stated herein. Students are also required to observe the prevention and protection regulations laid down by the host establishment, who shall ensure that the aforesaid regulations are common knowledge.

The University shall guarantee that both university employees and students involved in educational or scientific activities at the Company's premises are covered by civil responsibility and accident insurance.

Likewise, the Company/University shall guarantee that all of its employees involved in scientific activities at the University's premises are covered by civil responsibility and accident insurance.

Art. 7 - Results and publications

The Department Scientist Responsible will deliver to the Company/University all relevant technical documentation at the end of the contractual activity and in any event in compliance with the requirements of the plan of the activities.

The results of the research will be the property of both contracting parties/of the Company.

The Department may publish and/or disseminate the results of the research, quoting those who have lead the study as well as those who have provided financing, in compliance with timetable and modalities required to obtain patent rights, with the prior written consent and authorisation of the other party that cannot be unreasonably denied after 18 months from the end of the contract.

choose one of the options below

Option 1

The Parties recognize that, by its nature, the research object of the contract cannot produce patentable results.

go to the next article

Option 2

The Parties recognize that the research subject of the contract may produce patentable results and that the right to use any patents it industrially to the Company, in accordance with the procedure described below:

1. In the event that some research results constitute a patentable invention, the University will notify the Company immediately, which will express in writing within 30 days of its interest in the filing of a patent application of the 'invention.

2. The company, if interested in patenting , have the right to decide on every aspect of the filing of the patent application, and will support the costs .

3. The initial ownership of the patent application will be joint between the University and the Company.

4. The Company may acquire full ownership of the patent application after presenting a written request to the University within one year from the filing date. In this case, the University is committed as of now to give to the Company the portion of its ownership of the patent application.

5. The aforesaid acquisition will be completed by a specific contract that provides for a fee for the University , already established in the following point - "Emoluments" .

6. The Company undertakes to apply the Italian Patent and Trademark Office, or any similar institution in the event of an international patent , registration of the acquisition of full ownership of the patent application filed jointly only after the first publication of the same, supporting all expenses relating thereto.

7. If the Company does not express interest in patenting the invention within 30 days from the communication of the University, the University may file a patent application in its sole ownership and expense, without owing anything to the Company.

8. In any event the results of the project will remain subject to the rights of the inventors according to the laws in effect for such matters.

Art. 8 - Confidentiality

The Department and the Company shall consider the activity programme to be confidential and both shall use the maximum diligence to observe and to ensure their respective collaborators observe the secrecy of the facts, information, knowledge and documents contained therein.

Art. 9 - Privacy

Both parties shall observe the requirements of UE Regulation no. 679 of April 27th 2016 (General Data Protection Regulation - GDPR), regarding the protection of any personal data that has been acquired and/or used for the fulfilment of this present research.

Art. 10 - Remuneration

The Company/University shall pay the Department of Industrial Engineering the amount of Euro+ VAT (if due), which is to be paid by bank transfer to

bank: Intesa Sanpaolo S.p.A.
bank account no.: 100000046140
IBAN CODE: IT 89 A 03069 12117 100000046140
BIC: BCITITMM

in accordance with the following instructions:
- 00,000 EUR + VAT [*if due*] at contract signature;
- 00.000 EUR + VAT at (*the end of first year*);
- 00,000 EUR + VAT at the end of the project.

The Department will send a pro-forma invoice and, after payment, the invoice will be delivered.

Art. 11 - Duration

This agreement is concluded for a period of months/years as of its entry into force from the signature of the present contract, excluding any extensions or tacit renewals.

Art. 12 - Withdrawal

Both parties are entitled to withdraw from this present agreement by communicating their decision by registered letter with advice of receipt, which shall be sent to the other party with a minimum notice of 1 month. Withdrawal shall be made in such a way that no damage is caused to the other party.

The Company shall nevertheless ensure that any expenses the Department has incurred or invested are reimbursed thereto.

Art. 13 - Disputes

Any dispute that may arise between the parties shall be resolved with recourse to the Judicial Authorities. The parties elect the Court of Padua as exclusive jurisdiction.

Art. 14 - Reference regulations

Anything not expressly mentioned herein shall be governed by the provisions of the law and by the regulations of the University of Padua pertaining thereto.

This agreement will be formalized by signing a specific declaration of acceptance according to the attached model (attachment B) which must be received within

Padua,

HEAD OF DEPARTMENT

PROJECT COORDINATOR

Appendices:

- A) Activity Programme
- B) Declaration of acceptance

(“The Company agrees to take charge of the conduction of the project, according to the content, the structure and the time schedule described out in Appendix A”).)