



WP 3 - CROSS BORDER LIVING LAB INITIATIVE

OUTPUT 3.1 - Toolkit of Passive Solutions Design for Higher Education Buildings Retrofitting

Deliverable

<p><i>Guidelines for governance, management and Exploitation</i></p>
<p>Annex I – Agreement models</p>

WP 3 - CROSS-BORDER LIVING LAB INITIATIVE

OUTPUT 3.1 - Toolkit of Passive Solutions Design for Higher Education Buildings Retrofitting

The Toolkit is innovative and interactive bottom up and participative (living lab) programme of training and education for technicians and students, with a list of suggestions for the management and sharing experience. A calendar of events will stimulate the stakeholder cooperation. A selection of best practice will provide useful information to apply Passive Solution Design, to reduce energy consumption, improving building envelope performance and a new environmental conscious human behaviour.

Activity 3.1.1 – Organizational settings for the establishment of the Living Lab

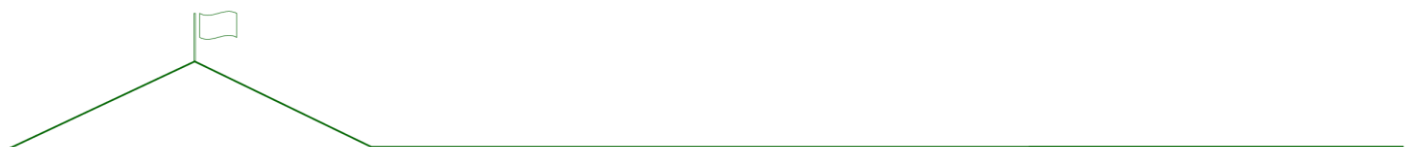
The first activity of the WP 3 was dedicated to the operations needed for the successful establishment of the Mediterranean Cross-border Living Lab. It was developed in two distinct sub-activities: the first had the objective to identify the main structure of the cross-border living lab, the second to define the ways of its exploitation.

- Setting in place the governance structure and the preconditions for successful establishment of the Living Lab by describing the way it is organised and managed at different levels such as the operational or strategic ones.

A – Mediterranean Cross-border Living Lab Guidelines for Management and Governance

- Defining the way Intellectual Property Rights and exploitation of results are dealt with; ownership of the Living Lab, i.e. its services, infrastructure, and the responsible entity (dedicated consortium); the management structure (director, steering board...).

B – Cross Border-Living Lab Exploitation and valorisation of results



A – MCbLL Guidelines for Governance and Management

This document contains the core information on the governance and management of the Mediterranean Cross-border Living Lab (MCbLL). To focus on such aspects, the Guidelines are organized in 9 consequential points describing the overall MCbLL functioning and development:

1. Concept
2. Definition
3. Objectives
4. Structure
5. Approach and methodologies
6. Management
7. Governance
8. Ownership
9. Results

1. Concept

The core concept of the MCbLL is that working with stakeholders can produce more effective innovative solutions. The innovative idea is to develop physical and virtual tools to stimulate participatory processes, supporting University' building manager with predictive tools and enhancing their capacity to plan and implement sustainable energy mix strategies and technologies in the different Mediterranean climatic contexts.

The MCbLL is based on the Living Lab approach and methodologies (see point 5) to create a collaborative platform for research, development, and experimentation of product and service innovations in real-life contexts, based on specific methodologies and tools, and implemented through concrete innovation projects and community-building activities¹.

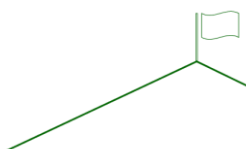
2. Definition

The MCbLL is a cross border Living Labs collaborative innovation network for the collaboration between academics, decision-makers and stakeholders, in order to support energy managers on planning and implementing innovative sustainable energy measures within higher education buildings in the Mediterranean area.

3. Objectives

The specific objective of the MCbLL is to turn university managers into active players: as a matter of fact, they are traditionally considered as passive technical or administrative subjects, to whom new approaches and solutions

¹Living Labs for Cross-Border Systemic Innovation. Available from:
https://www.researchgate.net/publication/326307737_Living_Labs_for_Cross-Border_Systemic_Innovation.



are simply proposed. Instead, by means of the MCbLL, they will become active players, contributing to the co-creation and experimentation of emerging ideas, breakthrough scenarios and innovative concepts. The general objective of the MCbLL is to collaboratively implement innovation towards eco-sustainable energy renovation solutions for Mediterranean higher education institutions, developing and transferring knowledge on the design and implementation of energy high-performance renovations.

4. Approach

MCbLL is a cross-border Living Lab network based on the Living Lab approach.

As managed collaboration network, it features internal transparency and direct communication, where members collaborate and share knowledge directly with each other, without hierarchies, coming together with a shared vision. The network activities are intended to facilitate and achieve the objective to exchange best practices and lessons learned, requiring to set common tools, methods or even infrastructure to exchange comparable information in order to perform research in a similar way within the various living labs. In this way, partners of various living labs can conduct research on a larger scale cross-borderly, creating a higher impact on innovation².

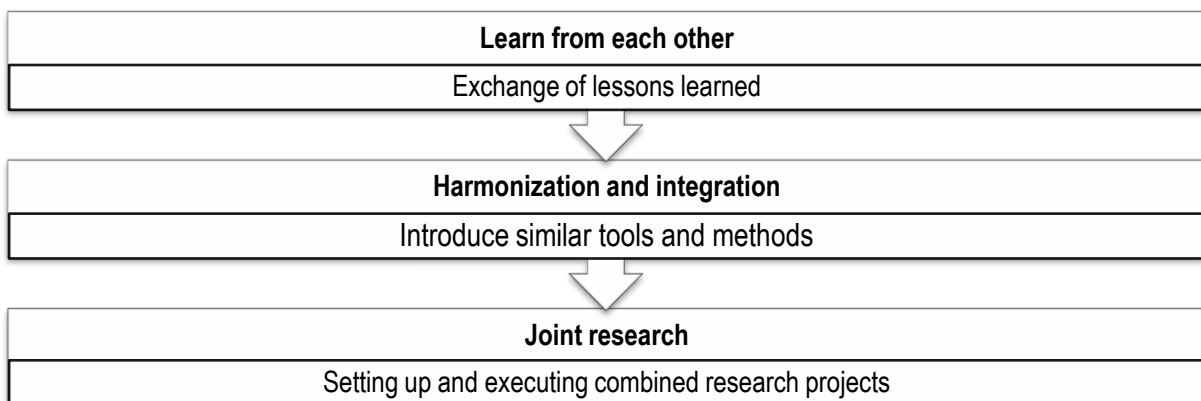


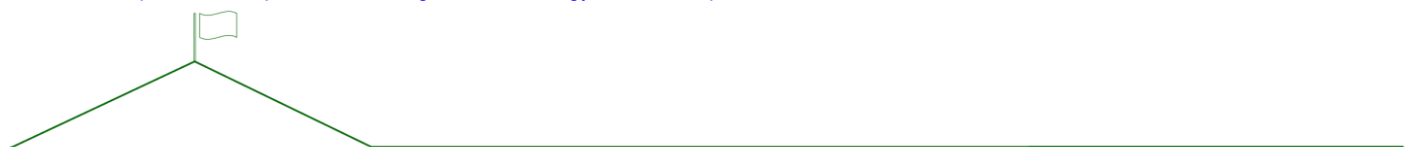
Figure 1 Phased objectives for the networks of living labs

Living Labs can be defined as “a multi-stakeholder organization set-up to carry out innovation projects that follow the principles of open and user innovation and focus on real-life experimentation”³. The principles of the LL approach are:

- Multi-method approaches
- User engagement
- Multi-stakeholder participation
- Real life setting
- Co-creation

²Cross-Border Living Labs Networks to Support SMEs Accessing New Markets. Available from: https://www.researchgate.net/publication/230730344_Cross-Border_Living_Labs_Networks_to_Support_SMEs_Accessing_New_Markets

³Living Lab Methodology Handbook. Available from: https://u4iot.eu/pdf/U4IoT_LivingLabMethodology_Handbook.pdf



5. Structure

The Mediterranean Cross-border Living Lab is an international network of people with knowledge and know-how on eco-solutions, connected through a platform and operating on local pilots, related to the renovations of university buildings in the Mediterranean area.

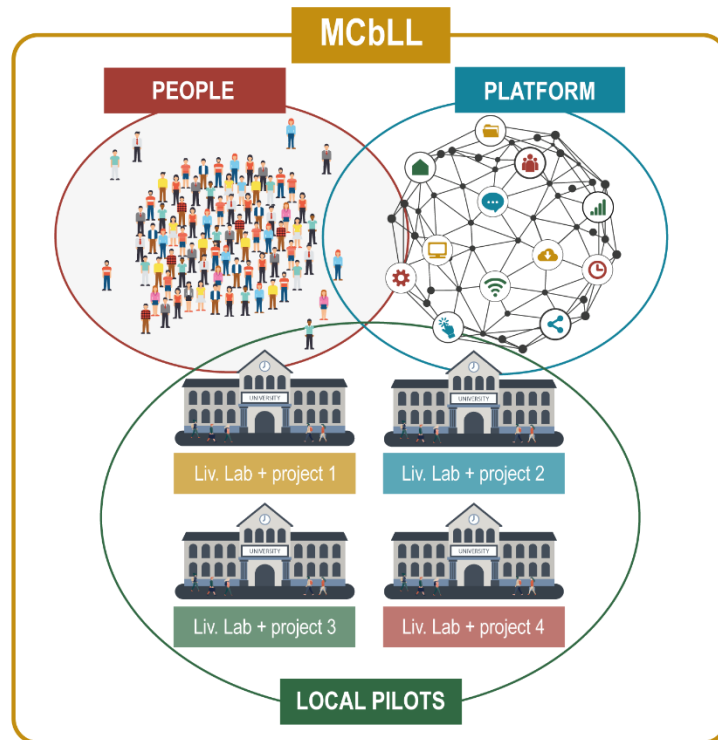


Figure 2 Structure of the Mediterranean Cross-border Living Lab.

Network of people

First of all, the Mediterranean Cross-border Living Lab is an international network of people. All the teams of partners (Universities and Companies) involved in Med-EcoSuRe project are active members of the network. They share the common vision and the general strategy on the objectives and implementation of the MCbLL. The network's keyword is collaboration, encompassing a wide range of different operational and strategic aspects, covering the processes related to collaboration arrangements (e.g. business models, partnership agreements) and tools to support collaboration and communication.

International Platform

The MED-EcoSuRe Platform is the virtual place of the MCbLL, where the international network of people shares knowledge and eco-solutions (data CMS). The MCbLL will be supported by a common data repository (MED EcoSuRe- Cloud) to share existing methodologies and technologies targeted for the Med area, and the outputs, implementing training and coaching path for the PA.



Physical/ local pilots

MCbLL is also physical and local, consisting in 4 pilot university buildings, places for the physical setting up of Local Living Labs (LLs), physical meeting points of local actors (experts, university decision makers, energy managers, companies, architects and students) and sites of pilot projects. As demo sites, LLs will experiment a participative approach to facilitate the twinning and knowledge sharing among local actors and also to encourage a proactive end-user behaviour. LLs will facilitate the relation among stakeholders (PA, universities, entrepreneurs, engineers and architects), creating the prerequisite for a common vision oriented to collect, share, promote and implement best practices on EE and RES, enriching the whole network.

6. Governance

The governance structure is distributed in two levels: an international/strategic level and a local/operational one.

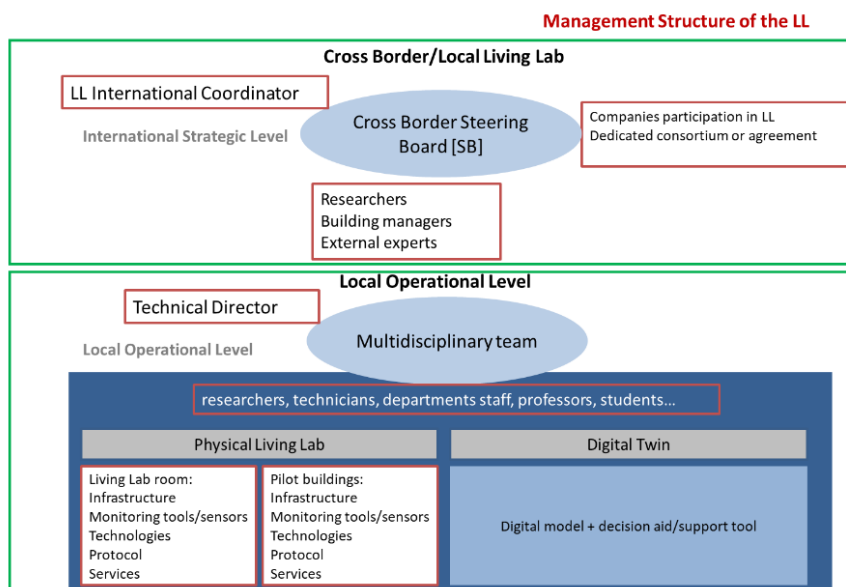


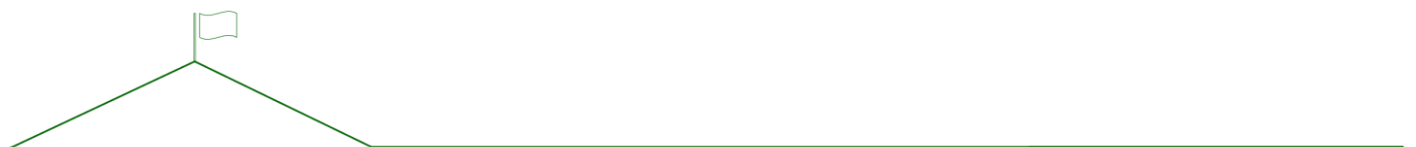
Figure 3MCbLL governance

International/strategic level

At the international and strategic level, the governance is structured in a cross-border Steering Board directed by a LL International Coordinator.

The Living Lab **International Coordinator** is the leader of the governance structure (Steering Board) and he is in charge of the successful implementation of the cross-border LL activities:

- ✓ *fostering the aims and objectives of the LL Action Plan*
- ✓ *Coordinating and Planning the LL meetings' agenda*
- ✓ *Coordinating the agreement with the Companies*
- ✓ *Stimulating and implementing the involvement of main stakeholders*
- ✓ *Stimulating and implementing networking activities and project impact*
- ✓ *Coordinating the activities of Local LL [HUB Directors if developed]*
- ✓



The **Steering Board** is composed by researchers, building managers and external experts (2 members + 2 external experts for each partners). The SB contributes to define the **LL Action Plans**, to set technical guidelines in order to manage:

- **PILOTS /Physical Place of local Living Lab**
Services / Infrastructure /Tools / Technologies / Instrument / Monitoring tools and protocol
- **Best practice & technologies analysis/Training path /seminar &workshop**
best passive renovation solutions / technological solutions /innovative scenarios / measures
- **Digital Twin of Living Lab (if developed)**
Digital model of the LL space to create virtual scenarios of solutions and performances, energy modelling, IOT data management and behaviour evaluation

Local/operation level

At the local and operational level, the governance is held by a technical director, which directs a multidisciplinary team.

The **Technical Director** is in charge of the Local Living Lab (LLL), directing the activities of the Living Lab with the respective pilot project and (eventual) digital twin.

The **Multidisciplinary Team** (MT), composed by researchers, technicians, departments staff, professors and students, has a focused operative approach of management.

7. Management

Following its governance, the MCbLL is managed at two levels.

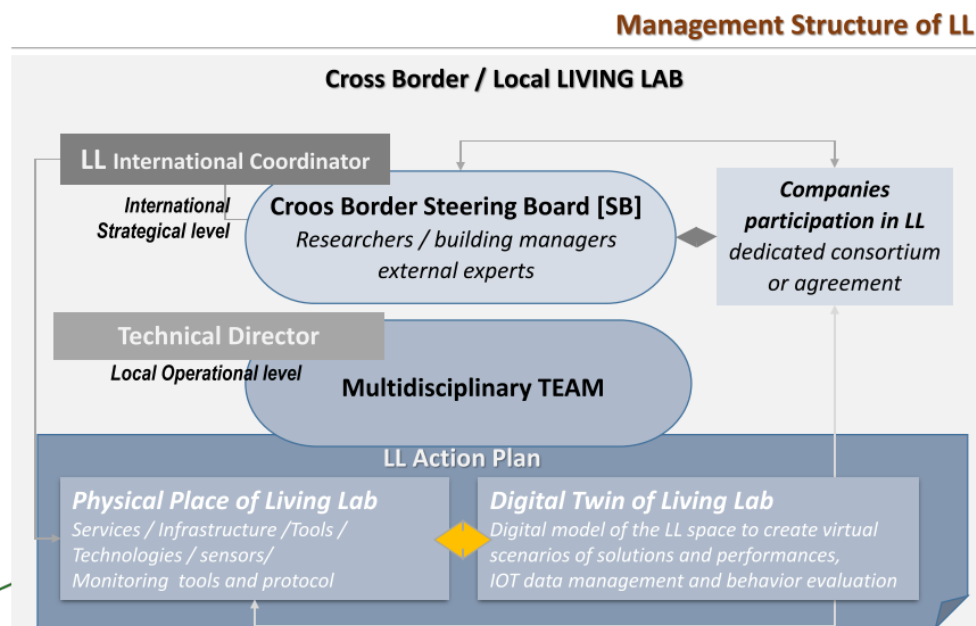
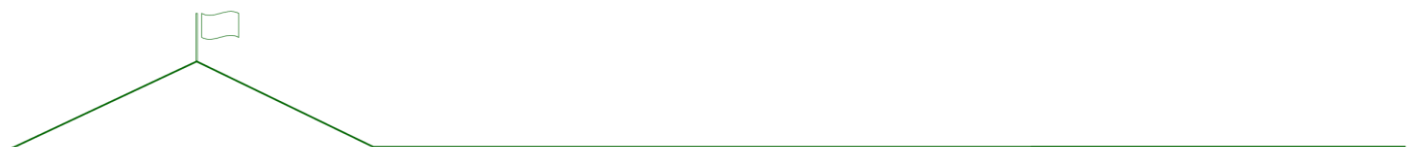


Figure 4 Management of MCbLL



International/strategic level

At the international and strategic level, the MCbLL is managed as a cross-border living labs network. Its life cycle process follows four main phases:

- 1) **Connecting**: identifying opportunities for joint innovation and potential partners for collaboration. As first inception phase, the MCbLL:
 - agree on common goals and approaches
 - find potential partners
 - dialogue building and negotiation support
 - define business models
 - define intellectual property principles.
- 2) **Planning**: defining partner roles and responsibilities, building and planning the network, and finalizing agreements and contracts. In the second phase, the MCbLL:
 - elaborate common plan and approach, defining responsibilities and roles
 - organize the cross-border living lab planning and development process
 - structure partnerships
 - establish a collaboration infrastructure
 - plan collaboration activities
- 3) **Supporting**
In the third phase, the MCbLL conducts collaborative testing on co-innovation. To support the operations, the MCbLL defines:
 - the governance models structuring living labs operation and collaboration
 - the processes and tools for project managements and coordination
- 4) **Sustaining**
In the final phase, the MCbLL assesses and enhances the achieved benefits and impacts that the network has created.

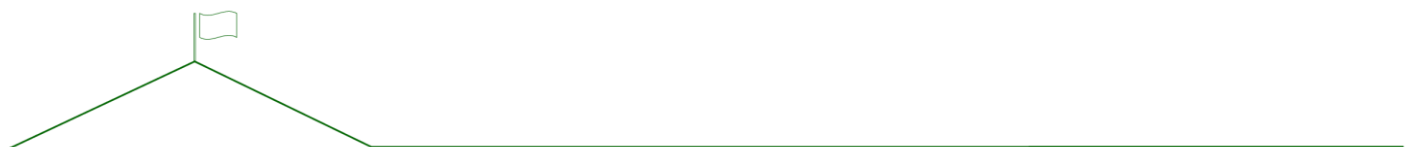
Local/operational level

At the local and operational level, the MCbLL is managed by the various LLLs as a living lab. The management regards both the physical place of the LLL (services, infrastructures, tools, technologies, sensors, monitoring tools and protocol), and - eventually - its digital twin (the digital model of the LL space to create virtual scenarios of solutions and performances, IOT data management and behaviour evaluation).

Local Living Labs will use a quasi-experimental approach, which includes a pre-measurement, an intervention and a post-measurement, where the intervention is equalled to the real-life experiment. Following the above reasoning, we can distinguish three main building blocks within Living Lab projects, following the innovation development phases:

- **Exploration**: getting to know the 'current state' and designing possible 'future states'
- **Experimentation**: real-life testing of one or more proposed 'future states'
- **Evaluation**: assessing the impact of the experiment with regards to the 'current state' in order to iterate the 'future state'.

The management of the LLL will be defined at the international and strategic level by the **LLL Action Plan**.



8. Ownership

The outputs of the MCbLL own to the Med-EcoSuRe Consortium, composed by the Med-EcoSuRe project partners, for at least 5 years.

Each university is owner of a Local Living Lab, with related instruments and devices. Within each university, a department is the responsible entity of the LLL, comprising its services, infrastructure, tools, and it is in charge of the relationships with other Local Living Labs. The local department is also in charge of constituting dedicated consortiums or agreements for the participation of companies in the LL.

The data will be open source after the project life.

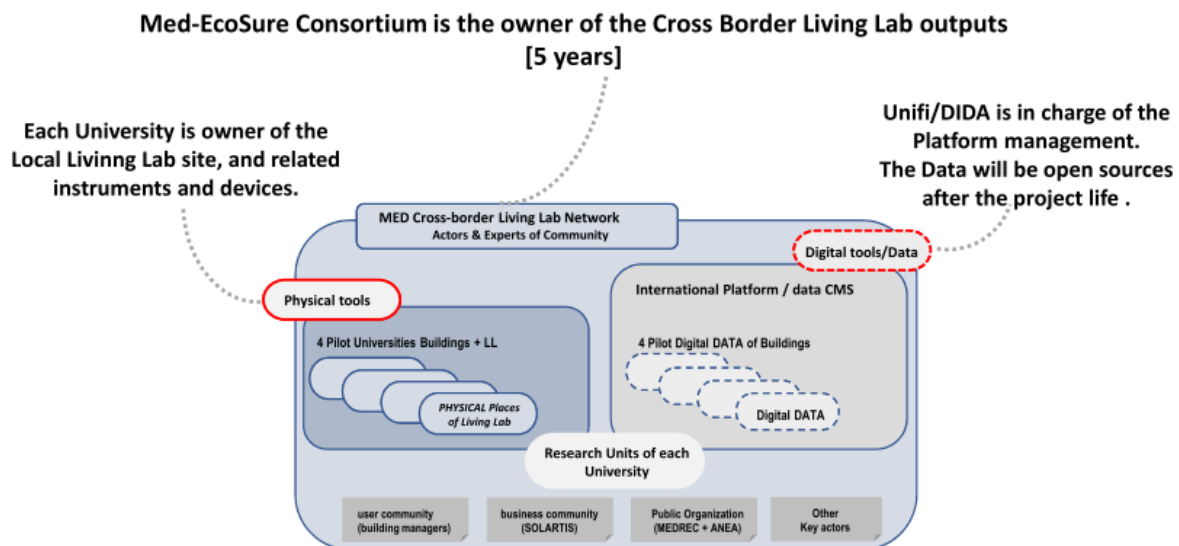
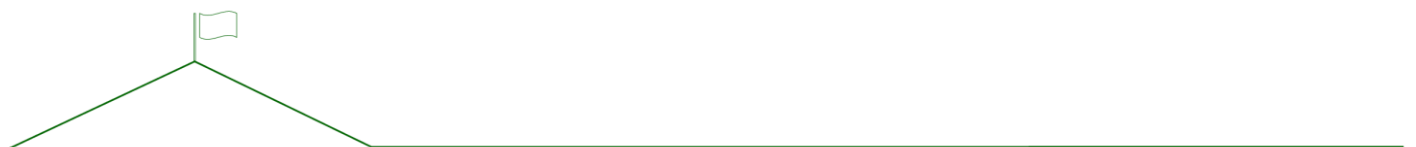


Figure 5 Ownership of the MCbLL

9. Results

The work of the MCbLL is intended for a strong and deep interaction with the WP 4 and WP 5.

The scientific results of the MCbLL will converge in a TOOLKIT (output of the WP 3) that is an innovative and interactive bottom up and participative programme of training and education for technicians and students, with a list of suggestions for the management and sharing experience. It will contain training materials to implement the common knowledge and share the cost-effective solutions for energy efficiency and environmental comfort in university buildings in Mediterranean climatic and social context.



B- MCbLL Exploitation and valorisation of results

The objective of the Mediterranean Cross-border Living Lab is to produce innovation: its results, at different levels, need to be exploited and valorised across time. Moreover, the involvement of stakeholders for the implementation of innovation services or products within the MCbLL requires the adoption of different agreements for property rights, according to the international and European regulations.

The management of the agreements with the stakeholders will be facilitated by the CsaVRI⁴ (Centro Servizi di Ateneo per la Valorizzazione della Ricerca e la gestione dell'Incubatore), a service centre in the University of Florence with the mission to enhance internationalization and third-party research. It will support grant applications, foster the relationships between research and industry, advance training related to research, and manage knowledge and technology transfer related issues.

The following table collects the main MCbLL foreseen results (ordered from the small to the big scale), the typologies of their exploitation and valorisation, the stakeholders involved, and the relative types of agreements, described below.

RESULTS	TYOLOGIES OF EXPLOITATION AND VALORISATION	STAKEHOLDERS	TYPES OF AGREEMENT
Pilots (technological solutions for EE and RES)	R&D activities, knowledge and technology transfer, prototype realization, premarketing innovation	Universities, companies	Confidential Agreement, Intellectual Proprieties agreement
Toolkit and platform	New training paths, implementation of training tools, network of excellence (i.e. COST Action and Erasmus+)	Universities, companies	Confidential Agreement, Intellectual Proprieties agreement, Cooperation Agreement, MOU
Digital Twin	Software-Tools-Methodologies	Universities, companies, public administrations	Agreement for Joint Research Centre
Living Lab	Post-project follow-up: enlargement of stakeholders' participation and structuring of an international joint research centre	Universities, companies, public administrations	Confidential Agreement, Intellectual Proprieties agreement, MOU, Cooperation Agreement, Agreement for Joint Research Centre

Different types of agreements will be used to define the collaboration between universities and other stakeholders, from the minimum to the maximum exploitation of results:

⁴ See <https://www.unifi.it/vp-6104-csavri.html>.



1) Confidentiality Agreement

It represents the most basic form of agreement with stakeholders, whose purpose is to protect information exchanged during the collaboration.

2) Agreement for research activities

This type of agreement regulates different aspects of the research activities conducted by the university with the stakeholders, such as intellectual property, confidentiality and publicity, duration and fees.

3) Memorandum Of Understanding (sentireCatano-mancamodello)

The memorandum of understanding (MOU) is an agreement between two or more parties outlined in a formal document. It is not legally binding but signals the willingness of the parties to move forward with a contract. The MOU can be seen as the starting point for negotiations as it defines the scope and purpose of the involvement and poses the foundation for a number of possible future steps

4) Cooperation agreement between universities

This agreement will be used for the implementation of the network between universities: it aims to encourage direct cooperation between institutions of higher learning in different countries and to promote the reciprocal exchange of teaching staff, researchers, students and technical and administrative staff. It is usually set up on the initiative of the Departments, to formalise pre-existing contacts in specific fields of interest, many of which involve several administrative units. It establishes the fields of study and research, the types of collaboration, as well as the insurance and funding procedures, based on strictly-observed criteria of equality and mutual interests. Each University appoints a coordinator who promotes the implementation of the activities established by the agreement.

5) Agreement for joint research centre

It represents the maximum level of exploitation of the MCbLL: its transformation into an International Joint Research Centre. International joint research centres can be set up between the university and other public or private enterprises to respond to an individual Research and Development project compatible with the university mission and scope.





Annex I: Agreement models



CONFIDENTIALITY AGREEMENT

Today, on this [insert numeric date] day of [insert month and year], at [insert location], this agreement (hereinafter "Agreement"), signed in two original copies, each consisting of four pages, is entered into by the parties described as:

_____ (*Researcher Name*) born in (place) _____ on (date of birth) _____, tax code n. _____, Residing in (city, street, square)

and

_____ (*Corporate Name*), VAT registration, tax code and VAT number _____ in the person of its legal representative _____ who also signs on its own behalf (hereinafter "*Receiving Party*").

Whereas

a) _____ (*Researcher Name*) has designed (*insert project/invention/patent description*)

_____ and is the owner of confidential information related thereto;

b) The *Receiving Party* carries out several activities, including

_____ and is interested in receiving information from _____ (*Researcher Name*) to assess a collaboration, and

c) _____ (*Researcher Name*) is willing to provide the *Receiving Party* with some information relating to the project solely for the purpose of evaluating a possible collaboration, subject to the *Receiving Party's* commitment to maintain confidentiality regarding the information.

The Parties acknowledge and agree as follows:

Art. 1 (Validity of the Introduction). The introduction is an integral part of this Agreement.

Art. 2 (Confidential Information). For the purposes of this Agreement, *Confidential Information* includes the *Project*, information, data, knowledge, know-how, the studies, the research methods, the procedures, formulas, ideas, projects, drawings, technical reports, and any other information that is related to the project/invention/patent described in the introduction.

The *Confidential Information* may be transmitted to the *Receiving Party* in writing or orally. Information transmitted in writing will be identified as *Confidential Information* and the *Receiving Party* must confirm receipt of it in writing, accompanied by the *Receiving Party's* signature. Information transmitted orally, via e-mail or any other method of communication, must be followed, within thirty (30) calendar days, by a written communication, via registered mail, with return receipt from _____ (*Researcher Name*) to the *Receiving Party*, which identifies the information as *Confidential Information*. **Art. 3 (Purpose of this Agreement).** The purpose of this Agreement is to protect the *Confidential Information* of _____ (*Researcher Name*) and does not oblige _____ (*Researcher Name*) to communicate specific *Confidential Information* to the *Receiving Party*. _____ (*Researcher Name*) may decide, at their own discretion, which *Confidential Information* will be communicated or made available to the *Receiving Party*. **Art. 4 (Receiving Party's Obligations).** The *Receiving Party* shall maintain, in every part of the world, the confidentiality of *Confidential Information*, which must not be disclosed to third parties, diffused, or used for purposes other than to assess the option to collaborate with _____ (*Researcher Name*). Accordingly, the *Receiving Party* will treat *Confidential Information* with the same caution as it would apply if it was the owner, or proprietor of the information. The *Receiving Party* will adopt reasonably suitable technical and legal security measures to maintain confidentiality of the information and will not allow others to access the *Confidential Information*, unless it is strictly necessary for the assessment of the option to collaborate with _____ (*Researcher Name*). Where others are not bound to secrecy and/or, in writing, to this Agreement, the *Receiving Party* will be responsible for violations of this Agreement by persons to whom the *Confidential Information* has been disclosed. The *Receiving Party* shall provide _____ (*Researcher Name*) with the names of all the people who access the *Confidential Information*.

Art. 5 (Disclosure Requirements). The *Receiving Party* shall immediately notify _____ (*Researcher Name*) of any breaches of confidentiality of the *Confidential Information*, of which the *Receiving Party* is aware, and will cooperate with _____ (*Researcher Name*) in all efforts to protect the property and rights of the latter. If *Confidential Information* must be disclosed, in accordance with the law or regulations, or as directed by competent Authorities, the Parties will consult with each other in order to reach an agreement regarding the timing and content of any disclosure, unless otherwise provided by law, regulation or public authority.

Art. 6 (Use of Confidential Information). The *Receiving Party* may only use the *Confidential Information* to assess a possible collaboration with _____ (*Researcher Name*) and only for the time required for that purpose. The *Receiving Party* cannot analyse or use *Confidential Information* for any other purpose. **Art. 7 (Material Property).** All materials produced, delivered and transmitted to the *Receiving Party*, that contains *Confidential Information* shall remain the property of the University of Florence/ _____ (*Researcher Name*). Without delay, the *Receiving Party* must return *Confidential Information* to the University of Florence/ _____ (*Researcher Name*), destroy or erase it from their computer memories and any other storage device(s), both local and remote, at the time the *Receiving Party* receives the request or no later than the date the relationship between the University of Florence/ _____ (*Researcher Name*) and the *Receiving Party* is interrupted or ends. **Art. 8 (Intellectual and Industrial Property Rights).** All industrial and intellectual property rights connected to the *Confidential Information* and of any other information that University of Florence/ _____ (*researcher Name*) discloses or makes available to the *Receiving Party* shall remain property of the University of Florence/ _____ (*Researcher Name*). Neither the conclusion, the execution of this agreement, the disclosure, or the provision of any *Confidential Information* may be considered an assignment or licensing of industrial or intellectual property rights to the *Receiving Party*. The University of Florence/ _____ (*Researcher Name*) maintains the right to file patent applications worldwide to use confidential information that includes one or more items of the *Confidential Information*. The *Receiving Party* undertakes not to file patent applications anywhere in the world and not to use *Confidential Information* that includes one or more items of *Confidential Information*.

If the analysis of *Confidential Information* provides the *Receiving Party* with *know-how*, the owner of this knowledge will be the University of Florence/ _____ (*Researcher Name*). **Art. 9 (Liability).** _____ (*Researcher Name*) does not provide any explicit or implicit warranty on the correctness, completeness and usability of *Confidential Information* for specific purposes and will not be responsible for any damage caused to the *Receiving Party* from the use of *Confidential Information*, except in cases of malice or gross negligence. In the case of malice or gross negligence, liability for damages for any unpredictable and any indirect damage will be excluded.

Art. 10 (Duration). The *Receiving Party's* confidentiality obligations under this agreement will remain in force in relation to any *Confidential Information* until _____

(Researcher Name) removes the secrecy obligation concerning this *Confidential Information*, except in accordance with any longer term provided for by law, by judicial proceedings, or other contracts. Prohibitions on use provided for in this Agreement, placed on the *Receiving Party*, will remain in force for two years after the removal, for any reason, of industrial property rights on the *Confidential Information*, except in accordance with any longer term provided for by law, by judicial proceedings, or other contracts. In all instances, the obligations and prohibitions contained in Articles 98 and 99 of the Industrial Property Code, and in Articles 622 and 623 of the Criminal Code, as well as regulations on patents, trade secrets, and unfair competition that are in force in any part of the world, shall continue to apply to the *Receiving Party*.

Art. 11 (Form). Any modification of or amendment to this Agreement must be made in writing and must be signed by both parties. **Art. 12 (Tolerance).** Any tolerance by _____ (*Researcher Name*) of breaches of this Agreement by the *Receiving Party*, its directors, employees, and external consultants does not constitute a waiver of rights by _____ (*Researcher Name*) or prevent them from exercising their rights at any time. **Art. 13 (Applicable Law and Jurisdiction).** This agreement and all relations between _____ (*Researcher Name*) and the *Receiving Party* will be subject to Italian law and the exclusive jurisdiction of the Italian Judicial Authority. **Art. 14 (Competent Court).** Any dispute arising between _____ (*Researcher Name*) and the *Receiving Party* related to this Agreement will be exclusively presided over by the Court of Florence.

_____ 

Pursuant to Art. 1341, second paragraph, of the Civil Code, the following articles are specifically approved: Art. 3 (Purpose of this Agreement); Art. 4 (*Receiving Party's* Obligations); Art. 6 (Use of *Confidential Information*); Art. 7 (Material Property); Art. 8 (Intellectual and Industrial Property Rights); Art. 9 (Liability); Art. 10 (Duration); Art. 12 (Tolerance), and Art. 14 (Jurisdiction).

_____ 

Standard of agreement for research activities – updated after the revision of the Regulation about the execution of research or academic activities commissioned by public and private entities issued by D.R. 451/2018, Prot. 63016 on 16 April 2018

AGREEMENT BETWEEN

AND DEPARTMENT OF

OF FLORENCE UNIVERSITY FOR RESEARCH ON THE FOLLOWING SUBJECT “.....”

(Art. 3, paragraph C, of the Regulation about the execution of research or academic activities commissioned by public and private entities issued by D.R. 451/2018, Prot. 63016 on 16 April 2018)

Between

.....

tax identification number ...

with premises in ...

hereafter referred to as “XXX”, represented by ..., ...

and

The Department of of Florence University, tax code and VAT n° 01279680480,

hereafter referred to as “YYY”, represented by Prof. ... in the capacity of Department head authorized

to sign the present document pursuant to art. 36, paragraph 6 of the Regulations of Administration,

Finance and Accounting of the University of Florence.

(hereinafter individually a "Party" and collectively "the Parties")

whereas

(short motivation for the agreement, e.g.: YYY has expertise in the field of... and XXX wishes to carry out part of its research in collaboration with Florence’s Department...)

the following agreement is drawn-up

Art.1. – Subject of the Contract

YYY will carry out a research for XXX on the following subject “.....”. The technical and scientific details of the research with related duties and deadlines of YYY, as well as the terms for related payments are reported in the Technical Annex 1, which is an integral part of this agreement.

Art. 2. Research Principal Investigator

The person in charge of the research is Prof./Dott. The research will be carried out in the laboratory...(complete address).

(Note: ex art.3 paragraph 4 of the University Regulation for the conduct of research or teaching activities commissioned by public and private subjects: "The person in charge of the activity must be a teacher or a researcher belonging to the Administrative Unit and, if the type of activity allows it, the same responsibility can be attributed to a technician with suitable qualification and qualifying professional title (if required for the activity to be performed), taking into account, in the latter hypothesis, the legal framework provided by the CCNL (national collective agreement) of the "Comparto Università" in order to be able to assume specific responsibilities ").

Art. 3. Intellectual property

The following proposal contains different formulations designed to be used alternatively.

First formulation, hypothesis 3.A

Joint deposit and exclusive license

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*), except in the event that the research results of this contract are protected by industrial property, the Parties will give each other mutual and immediate information and must express to the other party, through written communication, their interest in the invention.
3. The Party who shows to be interested in the patent must reply in writing withindays of the communication of the results and will cooperate with the requesting Party for the writing and filing of the same; the ownership of the property will be jointly. The Parties refer to a subsequent agreement the definition of the respective ownership shares.
4. Simultaneously with the filing of the patent application, the University will grant the Customer exclusive license (indefinitely or expire) its own shareholding, with separate agreement to be signed as soon as possible after the deposit and in any case no later than ____ days from the deposit. The Customer will support [all costs of filing the patent application and] all subsequent charges related to the maintenance of the patent and its possible extensions
5. It is understood that the University will have the right of free and perpetual use for scientific and educational purposes of the inventive results and can use them for the uses agreed with the Customer.
6. If the Customer subsequently decides not to proceed with the maintenance of the right, he must promptly inform the University that will have the right of option, free of charge, to obtain full ownership of the patent again.

Second formulation, hypothesis 3.B

Deposit of exclusive property of University of Florence

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*), except in the event that the research's results of this agreement are protected by industrial property, the Customer will be immediately informed by the University and must express their interest in the invention by written communication within days of the communication of the results.
3. If the Customer has no interest in patenting, or in the absence of a reply within the prescribed time limit, Unifi may proceed to file the patent application in its name and expenses without any duty to the Customer.
4. The University will grant the Customer a right of option for the acquisition of a non-exclusive use license / of an exclusive use license on equal terms with respect to those offered to third parties through the use of public patent evidence.

Third formulation, hypothesis 3.C

Deposit of exclusive property of the Customer

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*), except in the event that the research results of this agreement are protected by industrial property, the Customer will be the owner of the patent but the University of Florence will be awarded with an extraordinary compensation / total premium equal to Euro _____; in the case of filing an international application or an application for the international extension of an application already filed at national level, a further total indemnity / a further total bonus equal to Euro _____; and in the case of the granting of the first patent application and of each international extension, a further total indemnity / a further total bonus equal to Euro _____. Beyond these awards, nothing will be due to the University of Florence and to the inventors of the University of Florence regarding the Patent filed. The University of Florence can use the patent for free and without time limits for scientific and educational purposes
3. According to existing laws, the rights of the inventors remain to be recognized as authors of the patent application.
4. If the Customer is NOT interested in filing a patent application, the University will have the right to decide for itself whether to proceed with patenting.

Or

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*).
3. The parties agree that, due to the nature of the research, it is not expected that patentable inventions may arise from this activity.

Art. 4. Confidentiality and publicity

YYY and the staff involved are bound to respect the obligations of non competition and confidentiality. YYY will ensure that the research programme is not revealed to third parties.

YYY will keep as confidential the data, information, drawings and all other material which is the property of XXX and is made available to YYY for carrying out the present research.

(Possible details about which information must be considered confidential are specified in the Technical Annex)

Art. 5. Duration

The research will last starting from the date of the signature (*) of the present deed. The duration can be extended through an agreement signed by the parties.

(*) When the signatures have not been placed simultaneously, the date of the last signature marks the stipulation of the deed.

Art. 6. Fees

The payment terms are specified in the Technical Annex.

All payments will be made by XXX within 30 days of receipt of regular invoice addressed to:

... specify the complete address

The payments will be addressed to:

University of Florence: IBAN number IT88A0200802837000041126939 (SWIFT Code...).

Art. 7. External collaborations

(if any)

The Research Principal Investigator may use the work of collaborators outside the administrative unit, in compliance with the provisions of the University's internal regulations.

Art. 8. Facilities in loan for use

(if any)

For the performance of the activities, the Customer provides the following research equipment for use by the Research Principal Investigator, in order to carry out the research:

.....
.....

Art. 9. Data processing

The personal data provided by the Parties will be processed for the purposes of this contract, pursuant to the principles of lawfulness, correctness, transparency, adequacy, relevance and necessity referred to in Article 5, paragraph 1 of the General Data Protection Regulation (GDPR). The data will be made accessible only to those who, both within the structure of the Customer and the Department, and outside, need them exclusively for the management of the relationship established by this contract. It is the right of the contracting parties to obtain confirmation of the existence of the data and to know its content and origin, verify its accuracy or request its integration, updating or correction and to oppose, for legitimate reasons, to their treatment. By signing this document, the parties express their consent to the processing and communication of their personal data according to the methods and for the purposes described above. The Data Controller is the Customer, and the Data Processor is the Director of the Department. Pursuant to art. 8 of the Regulations for the conduct of research or teaching activities commissioned by public and private subjects, the University of Florence may use the data in this document anonymously for statistical analysis on the performance of activities on behalf of third parties.

Art. 10. Final Provisions

For whatsoever has not been expressly agreed, the laws of the Civil Code abide. All disputes or differences between the Parties arising out or in connection with this Agreement which the Parties cannot settle amicably shall be finally submitted to the jurisdiction of the defendant, that is ..., if XXX is the defendant, Florence Court if the University of Florence is the defendant.

Art. 11. Cost of the Contract

This Contract will be registered only in the case of use according to art. 5, paragraph II of the D.P.R. 26/4/1986 n. 131 and subsequent modifications. The XXX is responsible for the necessary arrangements and expenses, including the cost of stamps.

For the XXX

.....(place),(date)

(.....first name, last name and qualification, e.g., Chief Financial Officer)

.....(*signature*)

For the Department of ...

Florence,(*date*)

(Prof., *Department's Head*)

.....(*signature*)

Signature of acknowledgment of the Responsible of the service

Prof.

.....(*signature*)

Attachments: Technical Annex: Research Object (detail)

AGREEMENT OF CULTURAL AND SCIENTIFIC COOPERATION BETWEEN THE UNIVERSITY OF FLORENCE AND THE UNIVERSITY OF

General Provisions

- Given that cultural and scientific exchange is indispensable to academic institutions to develop their educational and research activities;
- given that, for the above-stated purpose, it is necessary to promote and encourage direct cultural agreements between institutions of higher learning in different countries;
- having verified the mutual interest that the University of Florence (Italy) and the University of (.....) share in establishing an appropriate form of exchange program in the fields of;
- in agreement with the laws of the two countries;
- in agreement with the Statute of the University of Florence

BETWEEN

the University of Florence, represented by the Rector Prof. Luigi Dei residing in Florence, Piazza San Marco, 4

AND

the University of, represented by the Rector, Prof., residing in

THE FOLLOWING TERMS OF AGREEMENT ARE STIPULATED

Art. 1 - Units and Fields of Study and Research

The two Universities intend to establish an exchange program initially in the fields of:

The above-stated cooperation includes the following units of the University of Florence:

- Department
and the following units of the University of:
- Department

The two Universities have the right to pursue, when they both deem it appropriate, other areas of cooperation. In this case, the parties will approve specific addenda to be attached to this agreement.

Art. 2 - Purpose of the Agreement and Types of Collaboration

The form of cooperation specified in art. 1, based on strictly-observed criteria of equality and mutual interests, includes the following activities:

- 1) exchange visits of members of teaching and research staff of the units mentioned in art.1. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth;

- 2) circulation of publications and information on the specific fields of study and research included in this agreement and on any other subject of relevant interest;
- 3) student exchanges for periods of study and research and other educational activities;
- 4) exchange visits of members of technical or administrative staff when considered a profitable experience.

Promoting units can specify in specific protocols the different forms of implementation of such exchanges (i.e. visitor's length of stay and obligations, application selection procedure, detailed explanation of the fields for which the agreement is stipulated, etc.).

The universities subscribing this agreement intend to encourage student mobility according to a principle of reciprocity. According to the exchange programs, the host institution will make available to the guest students their educational facilities and tutorial services.

Upon the approval by the appropriate administrative bodies, exchange students will be given academic credits for the work done at the foreign institution.

All students participating in the exchange program will be exempt from the payment of registration or any other fees levied by the host university.

Art. 3 - Supporting Activities

The two Universities subscribing this agreement will exchange all relevant information - by supplying catalogues and other materials - to promote greater and mutual knowledge on their institutional structure and organization.

In conformity with laws and regulations of their respective countries, the parties of this agreement will provide to visitors from the partner institution all possible assistance and access to facilities to enable them to carry out the activities they agreed upon.

Art. 4 - Insurance Procedure

The participants to the exchanges, while exercising the activities provided for in the agreement, must have both accident insurance and third party liability insurance for unintentional damage, hereby releasing the host university from any liability to this regard.

Such insurance coverage may be either provided by the home institutions, according to their own regulations, or contained in a policy covering the above-mentioned risks obtained by the interested person from an insurance company.

For what concerns health insurance (coverage for medical expenses and/or hospitalization) the participants must provide their own insurance according to the rules of the host country.

For specific needs related to insurance coverage, special amendments will be agreed between the parties.

Art. 5 – Funding

Each of the parties commit, through their participating units, to provide funds to carry out the activities foreseen by this agreement.

As a general rule, the institution sending its members to the foreign partner is responsible for covering their travel, room and board expenses. The departments of the University of Florence participating in the exchange will be in charge of covering travel, room and board expenses of their members.

In case institutional funds are not available for these purposes, student and staff mobility will still be possible; in this case exchange visitors will be directly responsible to fully cover their own expenses for travel, room and board, at no cost to the two Universities.

Art. 6 – Coordinators

The implementation of the activities foreseen by the agreement will be promoted, initially, by the following Coordinators, appointed by each University:

University of Florence	University of
<i>Prof.</i>	<i>Prof.</i>
Dept.....	Dept

Art. 7 - Duration of the Agreement

This agreement is to be drawn up and signed in English.

Should any disputes arise, the problem will be entrusted to a board of arbitrators made up of one member selected by each partner and one chosen by common consent.

This agreement will become effective from the date it is signed and will be valid for 7 years thereafter, unless notice of its termination of the agreement is given by one of the two parties at least six months before expiration.

The Rector
of the University of Florence

Prof. Luigi Dei

.....

Date.....

The Rector
of the University of

Prof.

.....

Date.....

AGREEMENT BETWEEN¹

THE DEPARTMENT/CENTRE OF
THE DEPARTMENT/CENTRE OF
THE DEPARTMENT/CENTRE OF

AND

THE INSTITUTION/COMPANY
THE INSTITUTION/COMPANY
THE INSTITUTION/COMPANY

TO ESTABLISH THE JOINT RESEARCH LABORATORY

“.....”

CONSIDERING THAT

- The interested parties (*eliminate or add items according to the number of parties*):

The Department/Centre of of the University of Florence, hereinafter called “**Main Department**”, Tax ID and VAT n. 01279680480 with headquarters in, legally represented by Prof. place of birth date of birth....., in his/her position as Head of the Department,

The Department/Centre of of the University of Florence, as a participating Department, Tax ID and VAT n. 01279680480 with headquarters in, legally represented by Prof. place of birth date of birth....., in his/her position as Head of the Department,

The Department/Centre of of the University of Florence, as a participating Department, Tax ID and VAT n. 01279680480 with headquarters in, legally represented by Prof. place of birth date of birth....., in his/her position as Head of the Department,

The Institution/Company,
Registration and VAT n. Head office’s full address
..... Legally represented by

¹ The Joint Laboratory can be set up between a single Department or Research Centre of the University of Florence and only one external Institution (private or public) or between a plurality of both types of subjects. In the case of multiple Departments/Centres it is necessary to identify the Main Department/Centre.

The Institution/Company
Registration and VAT n. Head office’s full address
..... Legally represented by

- The University of Florence has issued, with Presidential Decree n. 60231 (433) of 11/04/2018 the Regulations for University-third Parties Research Laboratories that sets forth reference rules for the establishment of joint research laboratories.
- The Joint Laboratories and Third Party Laboratory Board, during the sitting of, has given positive evaluation to the establishment of the proposed Joint Laboratory.
- The Departmental Council Meeting of, during the sitting of has resolved to establish the Joint Research Laboratory called “.....”
- The resolution to establish the Joint Laboratory was transmitted from the Research and Technology Transfer Services (CsaVRI) to the other Departments of the University of Florence with a letter dated reference n.
- The Departments of the University of Florence have not made observations within 30 days from the forwarding date of the aforementioned letter
- In accordance with the University Regulations for the safety and health of workers in the workplace, the draft of the present agreement was sent on to the General Manager of the University of Florence, as the Employer, and to the Prevention and Protection Services.

NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS

Art. 1 – Establishment

The Department (Main Department) represented by its Director, Prof.....
The Department (Participating Department) represented by its Director, Prof
The Department (Participating Department) represented by its Director, Prof

The Institution/Company/
The Institution/Company/.....
The Institution/Company.....

(Indicate the company's operational office corresponding with the University of Florence).

Establish, in accordance with the University-External Subjects Research Laboratories Regulations of the University of Florence
the Joint Research Laboratory “.....”
referred to hereinafter as “Laboratory”.

Art. 2 – Purposes and Objectives

In accordance with the establishing resolution, the Laboratory develops its activities through:

- a) Research and development projects with a shared interest.

(cross out that which does not apply among the activities listed in points b) c) and d))

- b) Research and development projects commissioned upon interest by an external subject;
- c) Research and development projects commissioned by third parties;
- d) Any specialist training and orientation activities (internship, post-graduate, and so forth) linked to the research and development projects mentioned above.

Art. 3 – Research Topics

In accordance with the establishing resolution, the Laboratory intends to carry out the following research topic:

(Describe the research and development topic of shared interest)

.....
.....

(in case option c) of Art.2 is set out)

Art. 4 - Research and Development Projects Commissioned by Third Parties

This agreement represents the partnership agreement that regulates the rights and obligations of the partners participating in the research, provided for in Art. 5 of the “Regulations for the conduct of research or teaching activities commissioned by public and private subjects.”

The contract for third parties must be stipulated between the Customer, the Department and the Institution/Company

The invoice will then be issued to the Customer by the Department of and by the Institution/Company, each for the fee established in the agreement.

[Exclusively in the cases in which the conditions of direct assignment to the partner of the joint laboratory occur (for example, in the presence of a patent for industrial invention, patent for utility models, confidential company information of UNIFI ownership and the Laboratory Partner includes one or more inventors of the patented invention or the depositories of the industrial secret), the agreement can be stipulated between the Customer and the Department that will transfer the part of the dues to the partner of the Joint Laboratory.

In this case, the levy in favour of the University Funds will not be applied for the part of the fee that is due to the Partner of the joint Laboratory in the overall amount invoiced to the Customer]

Art. 5 - Activities Developed by External Subjects on Independently Acquired Research Contracts

In the event that the Institution/Company acquires on its own an order from a third party and needs to use the premises and equipment that are part of the Joint Laboratory, a special agreement between the Department and the Institution/Company must be signed, before the start of the activities at the laboratory

The agreement will define the corresponding fee that the Institution/Company must pay to the Department for the use of the resources. The Department will then invoice the Institution/Company for the payment of the said fee.

Art. 6 – Scientific Manager²

The Scientific Manager of the Laboratory is Prof./Dr., of the Department of, which will be responsible for the operation of the Laboratory itself, will coordinate and manage the activities of the structure according to the purposes and methods provided for in the establishing resolution in compliance with the principles set in the University Code of Ethics.

It is the task of the Scientific Manager to define, in agreement with the Company and the researchers participating in the activities of the Laboratory, the themes, objectives and aims as identified in the Art. 2 and 3 of this deed.

It is the task of the Scientific Manager to identify financing opportunities and take action for their acquisition.

The Scientific Manager has declared that he/she has no conflicts of interest, even potential ones, with the external partner(s) in compliance with the provisions of the Code of Ethics of the University of Florence, in particular with Art. 4 para. 2, as per specific undersigned declaration.

Art. 7 – Workplace Safety

(in the event that the laboratory is at the Department's premises)

For the purposes of safety regulations and in particular the provisions of the University Regulations for the Safety and Health of Workers, the Head of the Department is identified as a Manager for security purposes (Art. 1, para. 1, point b) and the Scientific Manager of the Laboratory, as Head of Educational and Research Activities (Art. 1, para. 1, point b).

(in the event that the laboratory is at the premises of the external Partner)

For the purposes of safety regulations, the Laboratory Safety Manager is; the Officer is

The Department undertakes to provide employees and equivalents of both Parties, including students, doctoral candidates, grant holders, scholarship holders, etc., with any personal protective equipment (PPE) suitable and adequate for the work and experience to be carried out together with the means and equipment to be used and for any other task connected with hygiene and safety in the workplace.

The Parties guarantee the conformity of all equipment and machinery owned and undertake to guarantee the specific instruction and training of the staff involved.

Personnel access to the premises is subject to their adequate training regarding health and safety risks to which they may be exposed during these activities, knowledge of emergency procedures and, if provided for the type of activity performed in the laboratory, it is also subjected to the assessment of suitability for the job by a doctor affiliated to the company hiring the staff.

The staff (external partner) operating within the Department is required to know and comply with the rules of behaviour regarding safety and risk prevention in the work environments in force in the premises of the Department and to know and comply with the instructions given by the Head of the Department and/or the Scientific Manager of the Laboratory.

² In the event that the Joint Laboratory is established with a Spin-off of the University of Florence, the legal representative of the Spin-off cannot also be the Scientific Manager of the Joint Laboratory.

Art. 8 - Participants

For the Department of (Main) the participants to the activities of the Laboratory are:
(name and surname)

For the Department of (Participant) the participants to the activities of the Laboratory are:
(name and surname)

For the Department of (Participant) the participants to the activities of the Laboratory are:
(name and surname)

The participants of the University of Florence have declared in the approval phase of the establishment of the Joint Laboratory, or at the time of their joining if subsequent to the establishment, that they have no conflicts of interest, even potential ones, with the external partner in compliance with what is established by the Code of Ethics of the University of Florence, in particular, Art. 4 para. 2.

For the Institution/Company the participants to the activities of the Laboratory are:
(name and surname)

..... :

For the Institution/Company the participants to the activities of the Laboratory are:
(name and surname)

..... :

Any further requests for membership will be taken into consideration by the Scientific Manager who will be able to admit the applicant only after obtaining the approval of those who are already members.

Individuals who work on a continuing basis within the Laboratory must have insurance coverage (Accidents and Third-Party Liability).³

³ Possibility to add the following clause:

Each party will provide for the legal insurance coverage of its personnel who, by virtue of this Agreement, will be called to attend the offices where the activities are carried out. The personnel of both contracting parties is required to comply with the disciplinary and safety regulations in force in the places where the activities pertaining to this Contract are carried out, in mutual respect of the legislation for the safety of workers pursuant to Legislative Decree 9 April 2008, n. 81 observing, in particular, the obligations pursuant to art. 20 of the aforementioned Decree, as well as the provisions of the person responsible for the prevention and protection service. The personnel of both parties, including any external collaborators of either party, will be required, prior to accessing the premises pertaining to the parties, where the activities are carried out, to acquire information regarding health, safety, prevention and protection measures and sign a declaration of acknowledgment set out for this purpose.

The obligations provided by art. 26 of Legislative Decree 81/2008 in relation to the specific risks present in the host structure, are the responsibility of the highest-ranking manager of the host structure; all other obligations fall on the manager of the facility/institution of origin.

The person responsible for the activities of _____ and the highest-ranking manager of the Company or their delegate must verify any presence of risks deriving from interference between the work of both parties to carry out the activities and, in the case of the existence of the aforementioned risks, the

Art. 9 – The Laboratory’s Main Office and the Administration Management

The Laboratory will carry out its activity in the Department of

...

The Laboratory will be able to host the operational headquarters of, only for the purpose of carrying out the research activities of this project and only for the duration of the same.

(or) The Laboratory will carry out its activity at the premises of the external partner, located in

The Department will take charge of the administrative management of the Laboratory.

Art. 10 – Equipment, Services and Offices⁴

The equipment made available to the Laboratory is the following:

-
-

The following equipment is supplied by the Department of

-
-

The following equipment is supplied by the Institution/Company

-
-

Art. 11 – Financial Resources

For the scheduled opening and maintenance of the Laboratory, the annual expenditure forecast for general operating expenses and scheduled maintenance of the Laboratory is € gross of which € charged to and € charged to

To this end, the Department of will send the Company a proforma invoice and issue a regular invoice after the payment has been received in the University's bank account.

The sum assigned to the Laboratory must be paid by of each year. The payment will be made by bank transfer to the following account: IBAN code

activities that are the source of said interferences can only start after the elaboration of a single assessment document of said interferences which indicates the measures adopted to eliminate or, where this is not possible, minimize the risks from interference.

Each party will be responsible, also through specific voluntary and/or obligatory insurance instruments, for any accidents in itinere that may affect their respective staff. Similar insurance coverage will be taken out by each party for their respective employees and/or collaborators and/or students due to civil liability arising from the execution of the movements, as well as for objective liability.

⁴ They must coincide to the Departmental Resolution drawn in compliance with Art. 1 para. 3 of the University-External Subjects Laboratories Regulations.

..... SWIFT code: in favour of the Department of - Cod. U.A – Bank name: Unicredit | branch: Via Vecchietti, Florence. For payments to be made pursuant to this agreement, the Company assumes the traceability obligations set by Law 136/2010 and Law 217/2010.

Art. 12 – Obligations

In the event of partial/total, incomplete and/or incorrect compliance with the activities planned and carried out within the Laboratory, in accordance with Art. 2 and 3 of this deed, any liability, even towards third parties, at the expense of the University and of is excluded.

Art. 13 - Duration

The Laboratory is established for a period of 3 years starting from the stipulation of this document, which may be renewed by a formal agreement between the parties.

The possibility of renewing a joint laboratory is conditional to the positive outcome of the annual monitoring referred to in Art. 9 of the University-External Laboratories Regulations. Upon successful completion, the Scientific Manager may proceed with the renewal of the Laboratory with an exchange of letters signed by the heads of all the contracting parties, or with a new stipulation of an agreement between the parties. The Scientific Manager must send the new agreement or the communication of the renewal thereof to the President of CsaVRI.

Art. 14 – Intellectual Property

The Parties agree that for research and development projects agreed between the contracting parties, the ownership of any results arising from research and development will follow the criterion of the nature and degree of prevalent contribution to the projects conferred by the parties, without prejudice to the faculty of the other party to obtain a free and exclusive license to use and/or exercise the pre-emption right in the case of definitive transfer to others of the results. In the event that both parties have contributed equally to the projects, they will be required to enter into a specific agreement for the allocation and terms of the joint ownership.

In the case of research and development projects commissioned by third parties, they will be regulated by a specific contract that follows and applies Art. 6 of the University Regulations for the conduct of research or teaching activities commissioned by public and private entities. In any case, it is understood from now on that, in the cases in which the ownership of the outcome resulting from the research and development pertained by contract to the third party, the University will always and in any case be entitled to a free and exclusive license for the sole purpose of research and/or right to exercise the pre-emption right in the event of final transfer to third parties of the project results.

Art. 15 – Use of the Logos

The logo of the Department/Centre of is the exclusive property of the University and can be used by the Institution/Company, in combination with its own logo, only in the case of joint initiatives with the Department/Centre.

The Institution/Company is required to request prior authorization from the Head of the Department/Centre of

Art. 16 – Deactivation

The Laboratory can be deactivated before the deadline:

- a) by mutual agreement between the parties;
- b) with a unilateral deed, after a motivated resolution to deactivate it by the Main Department/Centre, in the event of serious irregularities or functional defects.

The deactivation must be communicated immediately to the President of CsaVRI by the Laboratory Manager and by the Head of the Main Department, and produces effects starting from days from ...

In the event of deactivation, all financial obligations accrued up to the date of deactivation must be fulfilled by the parties.

Art. 17 - Monitoring

The activity of the Laboratory is subject to annual monitoring by a specific University Board, according to the procedures set forth in Art. 9 of the University-External Subjects Laboratories Regulations. The repeated omission to complete of the questionnaire is a serious irregularity pursuant to Art. 11, paragraph 1 of the same Regulations.

Art. 18 – Data Handling

Pursuant to and for the purposes of the General Data Protection Regulation (GDPR) 2016/679, the data provided by the Parties will be processed for the purposes of this contract, in compliance with the principles of lawfulness, correctness, transparency, adequacy, relevance and necessity of which to the art.5, paragraph 1 of the GDPR. The provision of such data between the Parties is obligatory in order to fulfil all the contractual obligations connected in any case to the execution of the relationship established with the present act and any refusal of the authorization makes it impossible to implement what is defined in agreement.

The same data can be communicated only within the structure of the Partner and the University of Florence for the management of the relationship established by this deed.

The data provided by the Parties will be collected and processed manually on paper and electronically, by archiving them on hard copy records and/or in electronic format.

The complete report of the University of Florence on the protection of personal data of the business parties relating to this contract is available at the following link https://www.unifi.it/upload/sub/protezionedati/Informativa_TERZI.pdf

The complete report of the Partner on the protection of personal data of business partners relating to this contract is available at the following link

Or: it is attached to this contract.

By signing this deed, the parties express their consent to the processing and communication of their personal data in the manner and for the purposes described above. The data controllers are the University of Florence and the Partner. The Data Protection contact persons are the Head of the Department of on behalf of the University of Florence and on behalf of the Partner.

Art. 19 - Registration

This contract will be registered only in the case of use pursuant to Art. 5, paragraph 2, of the D.P.R. n. 131/1986 and subsequent amendments, at the expense of the requesting party. Stamp duty is borne by the Company.

Art. 20 - Arbitration clause

Any dispute that may arise from the execution or interpretation of this agreement that cannot be settled amicably by negotiation between the Parties will be referred to the exclusive jurisdiction of the Court of Florence.

For the Department/Centre of
THE DIRECTOR
(Prof.)

For the Department/Centre of
THE DIRECTOR
(Prof.)

For the Department/Centre of
THE DIRECTOR
(Prof.)

For the Institution/Company/
(.....)

For the Institution/Company/
(.....)

For the Institution/Company/
(.....)

For acknowledgement,

The Laboratory Manager
(Prof.....)

Florence, (insert date)

CONFIDENTIALITY AGREEMENT

Today, on this [insert numeric date] day of [insert month and year], at [insert location], this agreement (hereinafter "Agreement"), signed in two original copies, each consisting of four pages, is entered into by the parties described as:

_____ (*Researcher Name*) born in (place) _____ on (date of birth) _____, tax code n. _____, Residing in (city, street, square)

and

_____ (*Corporate Name*), VAT registration, tax code and VAT number _____ in the person of its legal representative _____ who also signs on its own behalf (hereinafter "*Receiving Party*").

Whereas

a) _____ (*Researcher Name*) has designed (*insert project/invention/patent description*)

_____ and is the owner of confidential information related thereto;

b) The *Receiving Party* carries out several activities, including

_____ and is interested in receiving information from _____ (*Researcher Name*) to assess a collaboration, and

c) _____ (*Researcher Name*) is willing to provide the *Receiving Party* with some information relating to the project solely for the purpose of evaluating a possible collaboration, subject to the *Receiving Party's* commitment to maintain confidentiality regarding the information.

The Parties acknowledge and agree as follows:

Art. 1 (Validity of the Introduction). The introduction is an integral part of this Agreement.

Art. 2 (Confidential Information). For the purposes of this Agreement, *Confidential Information* includes the *Project*, information, data, knowledge, know-how, the studies, the research methods, the procedures, formulas, ideas, projects, drawings, technical reports, and any other information that is related to the project/invention/patent described in the introduction.

The *Confidential Information* may be transmitted to the *Receiving Party* in writing or orally. Information transmitted in writing will be identified as *Confidential Information* and the *Receiving Party* must confirm receipt of it in writing, accompanied by the *Receiving Party's* signature. Information transmitted orally, via e-mail or any other method of communication, must be followed, within thirty (30) calendar days, by a written communication, via registered mail, with return receipt from _____ (*Researcher Name*) to the *Receiving Party*, which identifies the information as *Confidential Information*. **Art. 3 (Purpose of this Agreement).** The purpose of this Agreement is to protect the *Confidential Information* of _____ (*Researcher Name*) and does not oblige _____ (*Researcher Name*) to communicate specific *Confidential Information* to the *Receiving Party*. _____ (*Researcher Name*) may decide, at their own discretion, which *Confidential Information* will be communicated or made available to the *Receiving Party*. **Art. 4 (Receiving Party's Obligations).** The *Receiving Party* shall maintain, in every part of the world, the confidentiality of *Confidential Information*, which must not be disclosed to third parties, diffused, or used for purposes other than to assess the option to collaborate with _____ (*Researcher Name*). Accordingly, the *Receiving Party* will treat *Confidential Information* with the same caution as it would apply if it was the owner, or proprietor of the information. The *Receiving Party* will adopt reasonably suitable technical and legal security measures to maintain confidentiality of the information and will not allow others to access the *Confidential Information*, unless it is strictly necessary for the assessment of the option to collaborate with _____ (*Researcher Name*). Where others are not bound to secrecy and/or, in writing, to this Agreement, the *Receiving Party* will be responsible for violations of this Agreement by persons to whom the *Confidential Information* has been disclosed. The *Receiving Party* shall provide _____ (*Researcher Name*) with the names of all the people who access the *Confidential Information*.

Art. 5 (Disclosure Requirements). The *Receiving Party* shall immediately notify _____ (*Researcher Name*) of any breaches of confidentiality of the *Confidential Information*, of which the *Receiving Party* is aware, and will cooperate with _____ (*Researcher Name*) in all efforts to protect the property and rights of the latter. If *Confidential Information* must be disclosed, in accordance with the law or regulations, or as directed by competent Authorities, the Parties will consult with each other in order to reach an agreement regarding the timing and content of any disclosure, unless otherwise provided by law, regulation or public authority.

Art. 6 (Use of Confidential Information). The *Receiving Party* may only use the *Confidential Information* to assess a possible collaboration with _____ (*Researcher Name*) and only for the time required for that purpose. The *Receiving Party* cannot analyse or use *Confidential Information* for any other purpose. **Art. 7 (Material Property).** All materials produced, delivered and transmitted to the *Receiving Party*, that contains *Confidential Information* shall remain the property of the University of Florence/ _____ (*Researcher Name*). Without delay, the *Receiving Party* must return *Confidential Information* to the University of Florence/ _____ (*Researcher Name*), destroy or erase it from their computer memories and any other storage device(s), both local and remote, at the time the *Receiving Party* receives the request or no later than the date the relationship between the University of Florence/ _____ (*Researcher Name*) and the *Receiving Party* is interrupted or ends. **Art. 8 (Intellectual and Industrial Property Rights).** All industrial and intellectual property rights connected to the *Confidential Information* and of any other information that University of Florence/ _____ (*researcher Name*) discloses or makes available to the *Receiving Party* shall remain property of the University of Florence/ _____ (*Researcher Name*). Neither the conclusion, the execution of this agreement, the disclosure, or the provision of any *Confidential Information* may be considered an assignment or licensing of industrial or intellectual property rights to the *Receiving Party*. The University of Florence/ _____ (*Researcher Name*) maintains the right to file patent applications worldwide to use confidential information that includes one or more items of the *Confidential Information*. The *Receiving Party* undertakes not to file patent applications anywhere in the world and not to use *Confidential Information* that includes one or more items of *Confidential Information*.

If the analysis of *Confidential Information* provides the *Receiving Party* with *know-how*, the owner of this knowledge will be the University of Florence/ _____ (*Researcher Name*). **Art. 9 (Liability).** _____ (*Researcher Name*) does not provide any explicit or implicit warranty on the correctness, completeness and usability of *Confidential Information* for specific purposes and will not be responsible for any damage caused to the *Receiving Party* from the use of *Confidential Information*, except in cases of malice or gross negligence. In the case of malice or gross negligence, liability for damages for any unpredictable and any indirect damage will be excluded.

Art. 10 (Duration). The *Receiving Party's* confidentiality obligations under this agreement will remain in force in relation to any *Confidential Information* until _____

(Researcher Name) removes the secrecy obligation concerning this *Confidential Information*, except in accordance with any longer term provided for by law, by judicial proceedings, or other contracts. Prohibitions on use provided for in this Agreement, placed on the *Receiving Party*, will remain in force for two years after the removal, for any reason, of industrial property rights on the *Confidential Information*, except in accordance with any longer term provided for by law, by judicial proceedings, or other contracts. In all instances, the obligations and prohibitions contained in Articles 98 and 99 of the Industrial Property Code, and in Articles 622 and 623 of the Criminal Code, as well as regulations on patents, trade secrets, and unfair competition that are in force in any part of the world, shall continue to apply to the *Receiving Party*.

Art. 11 (Form). Any modification of or amendment to this Agreement must be made in writing and must be signed by both parties. **Art. 12 (Tolerance).** Any tolerance by _____ (*Researcher Name*) of breaches of this Agreement by the *Receiving Party*, its directors, employees, and external consultants does not constitute a waiver of rights by _____ (*Researcher Name*) or prevent them from exercising their rights at any time. **Art. 13 (Applicable Law and Jurisdiction).** This agreement and all relations between _____ (*Researcher Name*) and the *Receiving Party* will be subject to Italian law and the exclusive jurisdiction of the Italian Judicial Authority. **Art. 14 (Competent Court).** Any dispute arising between _____ (*Researcher Name*) and the *Receiving Party* related to this Agreement will be exclusively presided over by the Court of Florence.

_____ 

Pursuant to Art. 1341, second paragraph, of the Civil Code, the following articles are specifically approved: Art. 3 (Purpose of this Agreement); Art. 4 (*Receiving Party's* Obligations); Art. 6 (Use of *Confidential Information*); Art. 7 (Material Property); Art. 8 (Intellectual and Industrial Property Rights); Art. 9 (Liability); Art. 10 (Duration); Art. 12 (Tolerance), and Art. 14 (Jurisdiction).

_____ 

AGREEMENT OF CULTURAL AND SCIENTIFIC COOPERATION BETWEEN THE UNIVERSITY OF FLORENCE AND THE UNIVERSITY OF

General Provisions

- Given that cultural and scientific exchange is indispensable to academic institutions to develop their educational and research activities;
- given that, for the above-stated purpose, it is necessary to promote and encourage direct cultural agreements between institutions of higher learning in different countries;
- having verified the mutual interest that the University of Florence (Italy) and the University of (.....) share in establishing an appropriate form of exchange program in the fields of;
- in agreement with the laws of the two countries;
- in agreement with the Statute of the University of Florence

BETWEEN

the University of Florence, represented by the Rector Prof. Luigi Dei residing in Florence, Piazza San Marco, 4

AND

the University of, represented by the Rector, Prof., residing in

THE FOLLOWING TERMS OF AGREEMENT ARE STIPULATED

Art. 1 - Units and Fields of Study and Research

The two Universities intend to establish an exchange program initially in the fields of:

The above-stated cooperation includes the following units of the University of Florence:

- Department
and the following units of the University of:
- Department

The two Universities have the right to pursue, when they both deem it appropriate, other areas of cooperation. In this case, the parties will approve specific addenda to be attached to this agreement.

Art. 2 - Purpose of the Agreement and Types of Collaboration

The form of cooperation specified in art. 1, based on strictly-observed criteria of equality and mutual interests, includes the following activities:

- 1) exchange visits of members of teaching and research staff of the units mentioned in art.1. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth;

- 2) circulation of publications and information on the specific fields of study and research included in this agreement and on any other subject of relevant interest;
- 3) student exchanges for periods of study and research and other educational activities;
- 4) exchange visits of members of technical or administrative staff when considered a profitable experience.

Promoting units can specify in specific protocols the different forms of implementation of such exchanges (i.e. visitor's length of stay and obligations, application selection procedure, detailed explanation of the fields for which the agreement is stipulated, etc.).

The universities subscribing this agreement intend to encourage student mobility according to a principle of reciprocity. According to the exchange programs, the host institution will make available to the guest students their educational facilities and tutorial services.

Upon the approval by the appropriate administrative bodies, exchange students will be given academic credits for the work done at the foreign institution.

All students participating in the exchange program will be exempt from the payment of registration or any other fees levied by the host university.

Art. 3 - Supporting Activities

The two Universities subscribing this agreement will exchange all relevant information - by supplying catalogues and other materials - to promote greater and mutual knowledge on their institutional structure and organization.

In conformity with laws and regulations of their respective countries, the parties of this agreement will provide to visitors from the partner institution all possible assistance and access to facilities to enable them to carry out the activities they agreed upon.

Art. 4 - Insurance Procedure

The participants to the exchanges, while exercising the activities provided for in the agreement, must have both accident insurance and third party liability insurance for unintentional damage, hereby releasing the host university from any liability to this regard.

Such insurance coverage may be either provided by the home institutions, according to their own regulations, or contained in a policy covering the above-mentioned risks obtained by the interested person from an insurance company.

For what concerns health insurance (coverage for medical expenses and/or hospitalization) the participants must provide their own insurance according to the rules of the host country.

For specific needs related to insurance coverage, special amendments will be agreed between the parties.

Art. 5 – Funding

Each of the parties commit, through their participating units, to provide funds to carry out the activities foreseen by this agreement.

As a general rule, the institution sending its members to the foreign partner is responsible for covering their travel, room and board expenses. The departments of the University of Florence participating in the exchange will be in charge of covering travel, room and board expenses of their members.

In case institutional funds are not available for these purposes, student and staff mobility will still be possible; in this case exchange visitors will be directly responsible to fully cover their own expenses for travel, room and board, at no cost to the two Universities.

Art. 6 – Coordinators

The implementation of the activities foreseen by the agreement will be promoted, initially, by the following Coordinators, appointed by each University:

University of Florence	University of
<i>Prof.</i>	<i>Prof.</i>
Dept.....	Dept

Art. 7 - Duration of the Agreement

This agreement is to be drawn up and signed in English.

Should any disputes arise, the problem will be entrusted to a board of arbitrators made up of one member selected by each partner and one chosen by common consent.

This agreement will become effective from the date it is signed and will be valid for 7 years thereafter, unless notice of its termination of the agreement is given by one of the two parties at least six months before expiration.

The Rector
of the University of Florence

Prof. Luigi Dei

.....

Date.....

The Rector
of the University of

Prof.

.....

Date.....

AGREEMENT BETWEEN¹

THE DEPARTMENT/CENTRE OF
THE DEPARTMENT/CENTRE OF
THE DEPARTMENT/CENTRE OF

AND

THE INSTITUTION/COMPANY
THE INSTITUTION/COMPANY
THE INSTITUTION/COMPANY

TO ESTABLISH THE JOINT RESEARCH LABORATORY

“.....”

CONSIDERING THAT

- The interested parties (*eliminate or add items according to the number of parties*):

The Department/Centre of of the University of Florence, hereinafter called “**Main Department**”, Tax ID and VAT n. 01279680480 with headquarters in, legally represented by Prof. place of birth date of birth....., in his/her position as Head of the Department,

The Department/Centre of of the University of Florence, as a participating Department, Tax ID and VAT n. 01279680480 with headquarters in, legally represented by Prof. place of birth date of birth....., in his/her position as Head of the Department,

The Department/Centre of of the University of Florence, as a participating Department, Tax ID and VAT n. 01279680480 with headquarters in, legally represented by Prof. place of birth date of birth....., in his/her position as Head of the Department,

The Institution/Company, Registration and VAT n. Head office’s full address Legally represented by

¹ The Joint Laboratory can be set up between a single Department or Research Centre of the University of Florence and only one external Institution (private or public) or between a plurality of both types of subjects. In the case of multiple Departments/Centres it is necessary to identify the Main Department/Centre.

The Institution/Company
Registration and VAT n. Head office’s full address
..... Legally represented by

- The University of Florence has issued, with Presidential Decree n. 60231 (433) of 11/04/2018 the Regulations for University-third Parties Research Laboratories that sets forth reference rules for the establishment of joint research laboratories.
- The Joint Laboratories and Third Party Laboratory Board, during the sitting of, has given positive evaluation to the establishment of the proposed Joint Laboratory.
- The Departmental Council Meeting of, during the sitting of has resolved to establish the Joint Research Laboratory called “.....”
- The resolution to establish the Joint Laboratory was transmitted from the Research and Technology Transfer Services (CsaVRI) to the other Departments of the University of Florence with a letter dated reference n.
- The Departments of the University of Florence have not made observations within 30 days from the forwarding date of the aforementioned letter
- In accordance with the University Regulations for the safety and health of workers in the workplace, the draft of the present agreement was sent on to the General Manager of the University of Florence, as the Employer, and to the Prevention and Protection Services.

NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS

Art. 1 – Establishment

The Department (Main Department) represented by its Director, Prof.....
The Department (Participating Department) represented by its Director, Prof
The Department (Participating Department) represented by its Director, Prof

The Institution/Company/
The Institution/Company/.....
The Institution/Company.....

(Indicate the company's operational office corresponding with the University of Florence).

Establish, in accordance with the University-External Subjects Research Laboratories Regulations of the University of Florence
the Joint Research Laboratory “.....”
referred to hereinafter as “Laboratory”.

Art. 2 – Purposes and Objectives

In accordance with the establishing resolution, the Laboratory develops its activities through:

- a) Research and development projects with a shared interest.

(cross out that which does not apply among the activities listed in points b) c) and d))

- b) Research and development projects commissioned upon interest by an external subject;
- c) Research and development projects commissioned by third parties;
- d) Any specialist training and orientation activities (internship, post-graduate, and so forth) linked to the research and development projects mentioned above.

Art. 3 – Research Topics

In accordance with the establishing resolution, the Laboratory intends to carry out the following research topic:

(Describe the research and development topic of shared interest)

.....
.....

(in case option c) of Art.2 is set out)

Art. 4 - Research and Development Projects Commissioned by Third Parties

This agreement represents the partnership agreement that regulates the rights and obligations of the partners participating in the research, provided for in Art. 5 of the “Regulations for the conduct of research or teaching activities commissioned by public and private subjects.”

The contract for third parties must be stipulated between the Customer, the Department and the Institution/Company

The invoice will then be issued to the Customer by the Department of and by the Institution/Company, each for the fee established in the agreement.

[Exclusively in the cases in which the conditions of direct assignment to the partner of the joint laboratory occur (for example, in the presence of a patent for industrial invention, patent for utility models, confidential company information of UNIFI ownership and the Laboratory Partner includes one or more inventors of the patented invention or the depositories of the industrial secret), the agreement can be stipulated between the Customer and the Department that will transfer the part of the dues to the partner of the Joint Laboratory.

In this case, the levy in favour of the University Funds will not be applied for the part of the fee that is due to the Partner of the joint Laboratory in the overall amount invoiced to the Customer]

Art. 5 - Activities Developed by External Subjects on Independently Acquired Research Contracts

In the event that the Institution/Company acquires on its own an order from a third party and needs to use the premises and equipment that are part of the Joint Laboratory, a special agreement between the Department and the Institution/Company must be signed, before the start of the activities at the laboratory

The agreement will define the corresponding fee that the Institution/Company must pay to the Department for the use of the resources. The Department will then invoice the Institution/Company for the payment of the said fee.

Art. 6 – Scientific Manager²

The Scientific Manager of the Laboratory is Prof./Dr., of the Department of, which will be responsible for the operation of the Laboratory itself, will coordinate and manage the activities of the structure according to the purposes and methods provided for in the establishing resolution in compliance with the principles set in the University Code of Ethics.

It is the task of the Scientific Manager to define, in agreement with the Company and the researchers participating in the activities of the Laboratory, the themes, objectives and aims as identified in the Art. 2 and 3 of this deed.

It is the task of the Scientific Manager to identify financing opportunities and take action for their acquisition.

The Scientific Manager has declared that he/she has no conflicts of interest, even potential ones, with the external partner(s) in compliance with the provisions of the Code of Ethics of the University of Florence, in particular with Art. 4 para. 2, as per specific undersigned declaration.

Art. 7 – Workplace Safety

(in the event that the laboratory is at the Department's premises)

For the purposes of safety regulations and in particular the provisions of the University Regulations for the Safety and Health of Workers, the Head of the Department is identified as a Manager for security purposes (Art. 1, para. 1, point b) and the Scientific Manager of the Laboratory, as Head of Educational and Research Activities (Art. 1, para. 1, point b).

(in the event that the laboratory is at the premises of the external Partner)

For the purposes of safety regulations, the Laboratory Safety Manager is; the Officer is

The Department undertakes to provide employees and equivalents of both Parties, including students, doctoral candidates, grant holders, scholarship holders, etc., with any personal protective equipment (PPE) suitable and adequate for the work and experience to be carried out together with the means and equipment to be used and for any other task connected with hygiene and safety in the workplace.

The Parties guarantee the conformity of all equipment and machinery owned and undertake to guarantee the specific instruction and training of the staff involved.

Personnel access to the premises is subject to their adequate training regarding health and safety risks to which they may be exposed during these activities, knowledge of emergency procedures and, if provided for the type of activity performed in the laboratory, it is also subjected to the assessment of suitability for the job by a doctor affiliated to the company hiring the staff.

The staff (external partner) operating within the Department is required to know and comply with the rules of behaviour regarding safety and risk prevention in the work environments in force in the premises of the Department and to know and comply with the instructions given by the Head of the Department and/or the Scientific Manager of the Laboratory.

² In the event that the Joint Laboratory is established with a Spin-off of the University of Florence, the legal representative of the Spin-off cannot also be the Scientific Manager of the Joint Laboratory.

Art. 8 - Participants

For the Department of (Main) the participants to the activities of the Laboratory are:
(name and surname)

For the Department of (Participant) the participants to the activities of the Laboratory are:
(name and surname)

For the Department of (Participant) the participants to the activities of the Laboratory are:
(name and surname)

The participants of the University of Florence have declared in the approval phase of the establishment of the Joint Laboratory, or at the time of their joining if subsequent to the establishment, that they have no conflicts of interest, even potential ones, with the external partner in compliance with what is established by the Code of Ethics of the University of Florence, in particular, Art. 4 para. 2.

For the Institution/Company the participants to the activities of the Laboratory are:
(name and surname)

..... :

For the Institution/Company the participants to the activities of the Laboratory are:
(name and surname)

..... :

Any further requests for membership will be taken into consideration by the Scientific Manager who will be able to admit the applicant only after obtaining the approval of those who are already members.

Individuals who work on a continuing basis within the Laboratory must have insurance coverage (Accidents and Third-Party Liability).³

³ Possibility to add the following clause:

Each party will provide for the legal insurance coverage of its personnel who, by virtue of this Agreement, will be called to attend the offices where the activities are carried out. The personnel of both contracting parties is required to comply with the disciplinary and safety regulations in force in the places where the activities pertaining to this Contract are carried out, in mutual respect of the legislation for the safety of workers pursuant to Legislative Decree 9 April 2008, n. 81 observing, in particular, the obligations pursuant to art. 20 of the aforementioned Decree, as well as the provisions of the person responsible for the prevention and protection service. The personnel of both parties, including any external collaborators of either party, will be required, prior to accessing the premises pertaining to the parties, where the activities are carried out, to acquire information regarding health, safety, prevention and protection measures and sign a declaration of acknowledgment set out for this purpose.

The obligations provided by art. 26 of Legislative Decree 81/2008 in relation to the specific risks present in the host structure, are the responsibility of the highest-ranking manager of the host structure; all other obligations fall on the manager of the facility/institution of origin.

The person responsible for the activities of _____ and the highest-ranking manager of the Company or their delegate must verify any presence of risks deriving from interference between the work of both parties to carry out the activities and, in the case of the existence of the aforementioned risks, the

Art. 9 – The Laboratory’s Main Office and the Administration Management

The Laboratory will carry out its activity in the Department of

...

The Laboratory will be able to host the operational headquarters of, only for the purpose of carrying out the research activities of this project and only for the duration of the same.

(or) The Laboratory will carry out its activity at the premises of the external partner, located in

The Department will take charge of the administrative management of the Laboratory.

Art. 10 – Equipment, Services and Offices⁴

The equipment made available to the Laboratory is the following:

-
-

The following equipment is supplied by the Department of

-
-

The following equipment is supplied by the Institution/Company

-
-

Art. 11 – Financial Resources

For the scheduled opening and maintenance of the Laboratory, the annual expenditure forecast for general operating expenses and scheduled maintenance of the Laboratory is € gross of which € charged to and € charged to

To this end, the Department of will send the Company a proforma invoice and issue a regular invoice after the payment has been received in the University's bank account.

The sum assigned to the Laboratory must be paid by of each year. The payment will be made by bank transfer to the following account: IBAN code

activities that are the source of said interferences can only start after the elaboration of a single assessment document of said interferences which indicates the measures adopted to eliminate or, where this is not possible, minimize the risks from interference.

Each party will be responsible, also through specific voluntary and/or obligatory insurance instruments, for any accidents in itinere that may affect their respective staff. Similar insurance coverage will be taken out by each party for their respective employees and/or collaborators and/or students due to civil liability arising from the execution of the movements, as well as for objective liability.

⁴ They must coincide to the Departmental Resolution drawn in compliance with Art. 1 para. 3 of the University-External Subjects Laboratories Regulations.

..... SWIFT code: in favour of the Department of - Cod. U.A – Bank name: Unicredit | branch: Via Vecchietti, Florence. For payments to be made pursuant to this agreement, the Company assumes the traceability obligations set by Law 136/2010 and Law 217/2010.

Art. 12 – Obligations

In the event of partial/total, incomplete and/or incorrect compliance with the activities planned and carried out within the Laboratory, in accordance with Art. 2 and 3 of this deed, any liability, even towards third parties, at the expense of the University and of is excluded.

Art. 13 - Duration

The Laboratory is established for a period of 3 years starting from the stipulation of this document, which may be renewed by a formal agreement between the parties.

The possibility of renewing a joint laboratory is conditional to the positive outcome of the annual monitoring referred to in Art. 9 of the University-External Laboratories Regulations. Upon successful completion, the Scientific Manager may proceed with the renewal of the Laboratory with an exchange of letters signed by the heads of all the contracting parties, or with a new stipulation of an agreement between the parties. The Scientific Manager must send the new agreement or the communication of the renewal thereof to the President of CsaVRI.

Art. 14 – Intellectual Property

The Parties agree that for research and development projects agreed between the contracting parties, the ownership of any results arising from research and development will follow the criterion of the nature and degree of prevalent contribution to the projects conferred by the parties, without prejudice to the faculty of the other party to obtain a free and exclusive license to use and/or exercise the pre-emption right in the case of definitive transfer to others of the results. In the event that both parties have contributed equally to the projects, they will be required to enter into a specific agreement for the allocation and terms of the joint ownership.

In the case of research and development projects commissioned by third parties, they will be regulated by a specific contract that follows and applies Art. 6 of the University Regulations for the conduct of research or teaching activities commissioned by public and private entities. In any case, it is understood from now on that, in the cases in which the ownership of the outcome resulting from the research and development pertained by contract to the third party, the University will always and in any case be entitled to a free and exclusive license for the sole purpose of research and/or right to exercise the pre-emption right in the event of final transfer to third parties of the project results.

Art. 15 – Use of the Logos

The logo of the Department/Centre of is the exclusive property of the University and can be used by the Institution/Company, in combination with its own logo, only in the case of joint initiatives with the Department/Centre.

The Institution/Company is required to request prior authorization from the Head of the Department/Centre of

Art. 16 – Deactivation

The Laboratory can be deactivated before the deadline:

- a) by mutual agreement between the parties;
- b) with a unilateral deed, after a motivated resolution to deactivate it by the Main Department/Centre, in the event of serious irregularities or functional defects.

The deactivation must be communicated immediately to the President of CsaVRI by the Laboratory Manager and by the Head of the Main Department, and produces effects starting from days from ...

In the event of deactivation, all financial obligations accrued up to the date of deactivation must be fulfilled by the parties.

Art. 17 - Monitoring

The activity of the Laboratory is subject to annual monitoring by a specific University Board, according to the procedures set forth in Art. 9 of the University-External Subjects Laboratories Regulations. The repeated omission to complete of the questionnaire is a serious irregularity pursuant to Art. 11, paragraph 1 of the same Regulations.

Art. 18 – Data Handling

Pursuant to and for the purposes of the General Data Protection Regulation (GDPR) 2016/679, the data provided by the Parties will be processed for the purposes of this contract, in compliance with the principles of lawfulness, correctness, transparency, adequacy, relevance and necessity of which to the art.5, paragraph 1 of the GDPR. The provision of such data between the Parties is obligatory in order to fulfil all the contractual obligations connected in any case to the execution of the relationship established with the present act and any refusal of the authorization makes it impossible to implement what is defined in agreement.

The same data can be communicated only within the structure of the Partner and the University of Florence for the management of the relationship established by this deed.

The data provided by the Parties will be collected and processed manually on paper and electronically, by archiving them on hard copy records and/or in electronic format.

The complete report of the University of Florence on the protection of personal data of the business parties relating to this contract is available at the following link https://www.unifi.it/upload/sub/protezionedati/Informativa_TERZI.pdf

The complete report of the Partner on the protection of personal data of business partners relating to this contract is available at the following link

Or: it is attached to this contract.

By signing this deed, the parties express their consent to the processing and communication of their personal data in the manner and for the purposes described above. The data controllers are the University of Florence and the Partner. The Data Protection contact persons are the Head of the Department of on behalf of the University of Florence and on behalf of the Partner.

Art. 19 - Registration

This contract will be registered only in the case of use pursuant to Art. 5, paragraph 2, of the D.P.R. n. 131/1986 and subsequent amendments, at the expense of the requesting party. Stamp duty is borne by the Company.

Art. 20 - Arbitration clause

Any dispute that may arise from the execution or interpretation of this agreement that cannot be settled amicably by negotiation between the Parties will be referred to the exclusive jurisdiction of the Court of Florence.

For the Department/Centre of
THE DIRECTOR
(Prof.)

For the Department/Centre of
THE DIRECTOR
(Prof.)

For the Department/Centre of
THE DIRECTOR
(Prof.)

For the Institution/Company/
(.....)

For the Institution/Company/
(.....)

For the Institution/Company/
(.....)

For acknowledgement,

The Laboratory Manager
(Prof.....)

Florence, (insert date)

Standard of agreement for research activities – updated after the revision of the Regulation about the execution of research or academic activities commissioned by public and private entities issued by D.R. 451/2018, Prot. 63016 on 16 April 2018

AGREEMENT BETWEEN

AND DEPARTMENT OF

OF FLORENCE UNIVERSITY FOR RESEARCH ON THE FOLLOWING SUBJECT “.....”

(Art. 3, paragraph C, of the Regulation about the execution of research or academic activities commissioned by public and private entities issued by D.R. 451/2018, Prot. 63016 on 16 April 2018)

Between

.....

tax identification number ...

with premises in ...

hereafter referred to as “XXX”, represented by ..., ...

and

The Department of of Florence University, tax code and VAT n° 01279680480,

hereafter referred to as “YYY”, represented by Prof. ... in the capacity of Department head authorized

to sign the present document pursuant to art. 36, paragraph 6 of the Regulations of Administration,

Finance and Accounting of the University of Florence.

(hereinafter individually a "Party" and collectively "the Parties")

whereas

(short motivation for the agreement, e.g.: YYY has expertise in the field of... and XXX wishes to carry out part of its research in collaboration with Florence’s Department...)

the following agreement is drawn-up

Art.1. – Subject of the Contract

YYY will carry out a research for XXX on the following subject “.....”. The technical and scientific details of the research with related duties and deadlines of YYY, as well as the terms for related payments are reported in the Technical Annex 1, which is an integral part of this agreement.

Art. 2. Research Principal Investigator

The person in charge of the research is Prof./Dott. The research will be carried out in the laboratory...(complete address).

(Note: ex art.3 paragraph 4 of the University Regulation for the conduct of research or teaching activities commissioned by public and private subjects: "The person in charge of the activity must be a teacher or a researcher belonging to the Administrative Unit and, if the type of activity allows it, the same responsibility can be attributed to a technician with suitable qualification and qualifying professional title (if required for the activity to be performed), taking into account, in the latter hypothesis, the legal framework provided by the CCNL (national collective agreement) of the "Comparto Università" in order to be able to assume specific responsibilities ").

Art. 3. Intellectual property

The following proposal contains different formulations designed to be used alternatively.

First formulation, hypothesis 3.A

Joint deposit and exclusive license

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*), except in the event that the research results of this contract are protected by industrial property, the Parties will give each other mutual and immediate information and must express to the other party, through written communication, their interest in the invention.
3. The Party who shows to be interested in the patent must reply in writing withindays of the communication of the results and will cooperate with the requesting Party for the writing and filing of the same; the ownership of the property will be jointly. The Parties refer to a subsequent agreement the definition of the respective ownership shares.
4. Simultaneously with the filing of the patent application, the University will grant the Customer exclusive license (indefinitely or expire) its own shareholding, with separate agreement to be signed as soon as possible after the deposit and in any case no later than ____ days from the deposit. The Customer will support [all costs of filing the patent application and] all subsequent charges related to the maintenance of the patent and its possible extensions
5. It is understood that the University will have the right of free and perpetual use for scientific and educational purposes of the inventive results and can use them for the uses agreed with the Customer.
6. If the Customer subsequently decides not to proceed with the maintenance of the right, he must promptly inform the University that will have the right of option, free of charge, to obtain full ownership of the patent again.

Second formulation, hypothesis 3.B

Deposit of exclusive property of University of Florence

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*), except in the event that the research's results of this agreement are protected by industrial property, the Customer will be immediately informed by the University and must express their interest in the invention by written communication within days of the communication of the results.
3. If the Customer has no interest in patenting, or in the absence of a reply within the prescribed time limit, Unifi may proceed to file the patent application in its name and expenses without any duty to the Customer.
4. The University will grant the Customer a right of option for the acquisition of a non-exclusive use license / of an exclusive use license on equal terms with respect to those offered to third parties through the use of public patent evidence.

Third formulation, hypothesis 3.C

Deposit of exclusive property of the Customer

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*), except in the event that the research results of this agreement are protected by industrial property, the Customer will be the owner of the patent but the University of Florence will be awarded with an extraordinary compensation / total premium equal to Euro _____; in the case of filing an international application or an application for the international extension of an application already filed at national level, a further total indemnity / a further total bonus equal to Euro _____; and in the case of the granting of the first patent application and of each international extension, a further total indemnity / a further total bonus equal to Euro _____. Beyond these awards, nothing will be due to the University of Florence and to the inventors of the University of Florence regarding the Patent filed. The University of Florence can use the patent for free and without time limits for scientific and educational purposes
3. According to existing laws, the rights of the inventors remain to be recognized as authors of the patent application.
4. If the Customer is NOT interested in filing a patent application, the University will have the right to decide for itself whether to proceed with patenting.

Or

1. The background of a Party is and remains property of the same Party.
2. The research results will be owned (*indicate the specific agreement between the parties*).
3. The parties agree that, due to the nature of the research, it is not expected that patentable inventions may arise from this activity.

Art. 4. Confidentiality and publicity

YYY and the staff involved are bound to respect the obligations of non competition and confidentiality. YYY will ensure that the research programme is not revealed to third parties.

YYY will keep as confidential the data, information, drawings and all other material which is the property of XXX and is made available to YYY for carrying out the present research.

(Possible details about which information must be considered confidential are specified in the Technical Annex)

Art. 5. Duration

The research will last starting from the date of the signature (*) of the present deed. The duration can be extended through an agreement signed by the parties.

(*) When the signatures have not been placed simultaneously, the date of the last signature marks the stipulation of the deed.

Art. 6. Fees

The payment terms are specified in the Technical Annex.

All payments will be made by XXX within 30 days of receipt of regular invoice addressed to:

... specify the complete address

The payments will be addressed to:

University of Florence: IBAN number IT88A0200802837000041126939 (SWIFT Code...).

Art. 7. External collaborations

(if any)

The Research Principal Investigator may use the work of collaborators outside the administrative unit, in compliance with the provisions of the University's internal regulations.

Art. 8. Facilities in loan for use

(if any)

For the performance of the activities, the Customer provides the following research equipment for use by the Research Principal Investigator, in order to carry out the research:

.....
.....

Art. 9. Data processing

The personal data provided by the Parties will be processed for the purposes of this contract, pursuant to the principles of lawfulness, correctness, transparency, adequacy, relevance and necessity referred to in Article 5, paragraph 1 of the General Data Protection Regulation (GDPR). The data will be made accessible only to those who, both within the structure of the Customer and the Department, and outside, need them exclusively for the management of the relationship established by this contract. It is the right of the contracting parties to obtain confirmation of the existence of the data and to know its content and origin, verify its accuracy or request its integration, updating or correction and to oppose, for legitimate reasons, to their treatment. By signing this document, the parties express their consent to the processing and communication of their personal data according to the methods and for the purposes described above. The Data Controller is the Customer, and the Data Processor is the Director of the Department. Pursuant to art. 8 of the Regulations for the conduct of research or teaching activities commissioned by public and private subjects, the University of Florence may use the data in this document anonymously for statistical analysis on the performance of activities on behalf of third parties.

Art. 10. Final Provisions

For whatsoever has not been expressly agreed, the laws of the Civil Code abide. All disputes or differences between the Parties arising out or in connection with this Agreement which the Parties cannot settle amicably shall be finally submitted to the jurisdiction of the defendant, that is ..., if XXX is the defendant, Florence Court if the University of Florence is the defendant.

Art. 11. Cost of the Contract

This Contract will be registered only in the case of use according to art. 5, paragraph II of the D.P.R. 26/4/1986 n. 131 and subsequent modifications. The XXX is responsible for the necessary arrangements and expenses, including the cost of stamps.

For the XXX

.....(place),(date)

(.....first name, last name and qualification, e.g., Chief Financial Officer)

.....(*signature*)

For the Department of ...

Florence,(*date*)

(Prof., *Department's Head*)

.....(*signature*)

Signature of acknowledgment of the Responsible of the service

Prof.

.....(*signature*)

Attachments: Technical Annex: Research Object (detail)