***AGREEMENT***

Between **Department of Biotechnological and Applied Clinical Sciences of Università degli Studi dell’Aquila** based in L'Aquila, Via Vetoio, Località Coppito, CAP 67100, in the person of the Director Professor Francesca Zazzeroni, born in Ascoli Piceno on 23/05/1969, domiciled for the office at the address indicated above;

and

(Institution)................... authorized to stipulate this contract by resolution of its Department Council of [date and protocol]

Università degli Studi dell’Aquila and......................are hereinafter also jointly referred to for brevity as "Parties" or (each) individually "Party".

**The Parties agree and stipulate as follows:**

**Data:**

a) The University has an interest [institutional interest targeted in relation to the specific subject of the agreement, as well as to the reasons that lead to establish the relationship with a partner and to those that motivated the choice of the specific partner with whom it is drawn up]

b) Institution/company operates [to point out activities of the company]. If the Entity operates [indicate institutional activity of the institution, except for University]

c) The Company/Institution has an interest in [to point out the reasons and interests of the partners to collaborate with the University]

(d) The Parties expect from this Agreement to [to point out the benefits which the Parties consider to derive from the implementation of the Agreement or the purposes pursued by the Agreement]

**Article 1 - Subject**

1.1 This Agreement regulates the development in cooperation between the Parties of the following activities of common interest:

(i) [to describe activities and purposes of the research];

(ii) ....

1.2 Within the scope defined in § 1.1 above,

(i) The University undertakes to [to describe the commitments also by reference to other specific clauses in which they are specifically described;]

(ii) The Company/Public Body undertakes to [as above];

**Article 2 – Contact person**

2.1 Each Party shall designate a Contact Person of the Agreement. The Contact Person is responsible for representing the Party that appointed him or her for the executive activities of the Agreement and for internal reporting, as well as for constantly monitoring the progress of the agreed activities.

2.2 The Head of Università degli Studi dell’Aquila is Professor.................., email address..........

2.3 The Head of University ..................... is Professor. .................., email address...................

**Article 3 - Management Committee (if any)**

3.1 For the purposes of the monitoring referred to in Article 4 below, a Management Committee composed of the Scientific Managers of each Party shall be established.

3.2 Each Party may at any time modify the members of the Management Committee other than its Scientific Manager, providing written notice to the other Party.

3.3 The Chairman of the Management Committee shall be appointed by agreement between the Parties.

3.4 The Committee will meet every six months, or at least once a year, to define the joint work plan and to evaluate its results.

**Article 4 – Monitoring and renewal**

4.1 In order to report on the progress of the research activities and the final intermediate results set out in Article 2 above, the Referents will provide a specific annual report to the legal representatives of their institution.

4.2 The Contact Person of each Party shall submit, at least three months before the expiry of the Agreement, a detailed overall and final report on the carried out activities. They will be submitted to the Deliberative Bodies to assess the appropriateness of the agreement renewal.

**Article 5 – Duration and withdrawal**

5.1 This Agreement shall last for [to point out number] years from the date of signature and may be renewed for a further year by written agreement between the Parties.

*It is understood that each Party will have the right to withdraw at any time by sending a registered letter with return receipt or PEC to the other Party, with a notice of at least three months, without prejudice to the obligation to fulfill the already undertaken commitments.*

 **Article 6 - Access to facilities and use of equipment**

6.1 In order to achieve the aims set out in this Agreement, the University and [to point out Society/University] undertake to allow, in line with the targets and in compliance with the existing regulations, the persons engaged in collaborative activities, the access to their respective facilities and use of equipment necessary for carrying out teaching and research activities (if only research cancel teaching and vice versa), upon prior written authorization of the other Party. The access authorization will not imply the granting of exclusive use of facility space, unless otherwise specifically agreed in point 6.4

6.2 Each Party shall provide statutory insurance cover for its personnel who, under this Agreement, will attend the places where the activities are carried out. Each Party guarantees that its personnel will comply with the disciplinary and safety regulations in force in the places of execution of the activities covered by this Agreement, in mutual compliance with the regulations for the safety of workers referred to in Legislative Decree no. 81/2008 and subsequent amendments and additions, observing, in particular, the provisions of the head of the prevention and protection service.

6.3 The personnel of both Parties, including any external collaborators of the same, however designated, will be required, before the access to the places pertaining to the Parties, places of performance of the activities, to acquire information regarding safety, prevention, protection and health measures.

6.4 The activities carried out in collaboration may possibly involve, subject to the authorization of the Board of Directors of the University, the concession in use of premises and laboratories for carrying out research; in this case, specific agreements, in identifying these spaces, will regulate in detail the methods, terms and conditions of these concessions, as well as the possible reimbursement of management costs only in accordance with the internal host regulations.

**Article 7- Intellectual property and publications**

7.1 The property rights on knowledge, inventions, prototypes, software, methods, procedures, databases and any other intellectual product resulting from the collaboration between the Parties will be common property, in equal parts and shall be filed jointly. The University, in compliance with the current legislation on industrial property and internal regulations, in order to allow the exploitation and industrial and commercial use of the collaboration results, undertakes so far and in line with the defined purposes, to transfer its share of the Company ownership, according to the provisions to be laid down in the individual implementing agreements of this Agreement.

7.2 The University may in any case freely and free of charge, exclusively for its own internal use, use the aforementioned results.

 7.3 The University may also make it the subject of scientific publication and / or exhibition and representation at congresses, conferences, seminars or similar without the prior written authorization of the Company linked to strict considerations on the protection and exploitation of intellectual property and on the industrial development of these results that safeguard the rules on patent secrecy..

**Article 8 – Use of the distinctive signs of the Parties**

8.1 The logos of the Parties may be used in the context of the joint activities covered by this Agreement. This Agreement does not imply any expenditure of the name, and/or concession and/or use of the trademark and visual identity of the University, nor of the [institution/company] for commercial and/or advertising purposes. The use, extraordinary or extraneous to the institutional action, must be regulated by specific upon payment agreements, that will be approved by the competent bodies and consistent with the safeguarding of the University image.

**Article 9 – Confidentiality**

9.1  Without prejudice to the provisions of Articles 7 and 8 above in the field of intellectual property, the Parties acknowledge the confidential nature of any information which has been previously declared confidential and exchanged pursuant to this Agreement and accordingly undertake to:

- not to disclose to third parties, in whole or in part, directly or indirectly, in any form, any confidential information provided by the other party;
- not to use in whole or in part, directly or indirectly, any confidential information provided by the other party for purposes other than those provided for in this agreement.

9.2 The Parties undertake to report, each time, the information to be considered confidential, the possible disclosure of which must be authorized in writing. Confidential information will be communicated only to those who objectively need to acquire knowledge of it for the purposes of this collaboration and who have in turn previously assumed an obligation of confidentiality in accordance with the provisions of this Agreement.

9.3 The Parties mutually acknowledge that under no circumstances may information on which evidence can be provided that at the time of communication it is generally known or easily accessible to experts or operators in the field, may be considered confidential information, or become confidential at a later date by choice of the holder, without the Party that has become aware of it, has violated this Agreement.

9.4 It is acknowledged that this provision as well as this Agreement do not prevent the fulfilment by the University, as a public administration, of the obligations of transparency and access provided by law.

**Article 10 - Data processing**

Pursuant to current legislation on privacy (art.13 GDPR), the parties mutually acknowledge that the personal data relating to each contractor (such as, for example, personal data of the legal representatives of the company or their delegates) will be processed according to the current contractual relationship between the parties and entered and processed in their respective databases, for the exclusive purpose of managing mutual contractual relations.

The full information pursuant to articles 13 and 14 GDPR are available and can be consulted:

-          as for Università degli Studi dell’Aquila at the link [https://www.univaq. en](https://www.univaq.it/);

-      as for .......................................... at the link .........................................

By signing this document, each party declares that it has read the aforementioned notices.

 **Article 11 - Code of Ethics**

*(in the case of public body)* The parties declare that they have read and accepted the provisions contained in the "Code of Ethics" and in the "Three-year plan for the prevention of corruption" adopted and available on the websites specified below:

 - as for the University of L'Aquila at the link [https://www.univaq.it](https://www.univaq.it/)

 - as for the University ............... at the link .....................

(*in the case of companies)* The University declares to have read and accepted the organizational model adopted by the contractor in accordance with Legislative Decree no. 231/2001 and any Code of Ethics.

**Article 12 – Disputes**

The Parties agree to settle in a friendly way any dispute which may arise from the interpretation or application of this Agreement. In the event that it is not possible to reach a kindly agreement, the Court of L'Aquila will have exclusive jurisdiction for any dispute concerning the validity, interpretation and execution of this Agreement.

**Article 13 - Registration and fees**

13.1 This agreement, digitally signed, is subject to registration only in case of use pursuant to Articles. 4, 5, 6 and 39 of D.P.R. 26.4.1986, n. 131 and subsequent amendments. The costs of any registration shall be borne by the requesting Party.

13.2 The stamp duty is equally paid by the parties.

**Article 14-Final provisions**

This Agreement may be amended, modified, replaced or extended only by a written document, signed by both Parties.

 For acceptance:

 Date and Place

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Department of Biotechnological and Applied Clinical Sciences, Università degli Studi dell'Aquila

 Director Professor Francesca Zazzeroni

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 Date and Place

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 University ............................................................................

 Professor

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