***Standard of agreement for a service– 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 ...................................***(corporate name of the Customer)***AND THE DEPARTMENT .....................................OF THE UNIVERSITY OF FLORENCE FOR THE FOLLOWING SERVICE**

**“................................................”**

***(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**

............................... *(corporate name of the Customer),* tax identification number ..................., with premises in ...................................hereinafter referred to as “XXX”, represented by ............................*(first name, last name, qualification)*

**and**

The Department ....................................... of the University of Florence,fiscalcode and VAT number 01279680480, hereinafter referred to as “XXXX”, represented by Prof. ………………., in his capacity as head of XXXXX, authorized to sign the present agreement pursuant to art. 36, paragraph 6 of the Regulations of Administration, Finance and Accounting of the University of Florence

**whereas**

(short motivation for the agreement, e.g.: XXXX has capacities to supply services related to research skills and laboratories in the field of.......... and XXX wishes to acquire the benefits of an amount of such services for the use in its activities which are realized according to the relevant laws of the national context)

**the following agreement is drawn-up**

**Art.1. – Subject of the Contract**

XXXXX will carry out the following service “......................” as approved by the Board of XXXX in .................*(date)*.

**Art. 2. Responsibility of the service**

The person (Responsible) in charge of carrying out the service is Prof./Dott. ..................... *(first name and last name)*. The service will be carried out in the XXXXX premises located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(or ...).*

*(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 “CompartoUniversità” in order to be able to assume specific responsibilities ").*

**Art. 3. Fees**

In order to obtain the service “……” in the amount of “….” as specified in the Technical Annex, the XXXwill pay the sum of € ........... plus VAT (or indicate the title of inapplicability of VAT).

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

*... specify the complete address*

All payments will be made by the XXX**,** addressed to:

Bankname: UNICREDIT Banca SpA

Bank’saddress: Via Vecchietti 11 – Firenze

Account holder: University of Florence -Department of .............- (cod. UA. ......... )

IBAN: IT88A0200802837000041126939

BIC/SWIFT: UNCRITM1F86

For the purposes of financial traceability it is also indicated:

- that the Competition Identification Code (CIG), attributed to this contract by the Supervisory Authority on Public Contracts for works, services and supplies (AVCP) at the request of the contracting authority is as follows: ................

- that the CUP code, if it is mandatory pursuant to current legislation, is as follows: ................

*(This obligation is for the Customer in the event that it is a PUBLIC INSTITUTION. In all other cases, it can be omitted).*

**Art. 4. Results and Intellectual property**

The background of each party is and remains property of the same party.

The University of Florence retains the intellectual property related to the concept of the services supplied.

The parties agree that, due to the nature of the service, it is not expected that patentable inventions may arise from this activity.

Possible joint results of the research will be published after both partieswiil have agreed on the publication terms.

**Art. 5. Duration and terms of execution of the service**

The service will be completed within ......................... starting from the date of drawing up of thisContract. The service will be performed according to the procedure described in the Technical Annexwhich is an integral part of this Contract. By signing this Contract the XXX agrees on the terms of execution of the service as described in the Technical Annex.The amount of the services and the duration can be extended through an agreement signed by the parties.

**Art. 6. Confidentiality and publicity**

XXXX, XXX and the staff involved are bound to respect the obligations of non rivalry and confidentiality.

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

**Art. 7. Data processing**

Pursuant to Legislative Decree no. 196/2003, the parties mutually authorize the processing of personal data, computer and / or paper, in order to fulfill all legal and contractual obligations in any case related to the execution of the relationship established with the present contract. The data will be made accessible only to those who, both within the structure of the Customer and the Department, and outside, need it exclusively for the management of the relationship established by this contract. It is 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. 8. Final Provisions**

For whatsoever has not been expressly agreed, the contract shall be governed by the law of the country where the party required to effect the characteristic performance has its habitual residence. In case it is impossible to determine the characteristic performance of the contract, it shall be determined regarding to the law of the country with which it is most closely connected. 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, while is Florence Court if the University of Florence is the defendant.

**Art. 9. 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 XXXis 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*)

…………………………(s*ignature)*

For theDepartment of ...

Florence, ……………………*(date)*

(Prof.,*Department’s Head*)

……………………………*(signature)*

Signature of acknowledgment of the Responsible of the service

Prof. ..................................

……………………………*(signature)*