# *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 INDUSTRIALE ENGINEERING 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 Industrial Engineering of Florence University, tax code and VAT n° 01279680480, hereafter referred to as “YYY”, represented by Prof. Bruno Facchini, 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. 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 within ………..days 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. 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. 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

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, on presentation of debit notes addressed to:

... specify the complete address

followed by regular invoices. The payments will be addressed to:

University of Florence: IBAN number IT88A0200802837000041126939 (SWIFT Code UNCRITM1F86).

**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**

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 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*)

…………………………(s*ignature)*

For the Department of Industrial Engineering

Florence, ……………………*(date)*

(Prof Bruno Facchini, *Department’s Head*)

……………………………*(signature)*

Signature of acknowledgment of the Responsible of the service

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

……………………………*(signature)*

Attachments: Technical Annex: Research Object (detail)