**AGREEMENT BETWEEN ………………….. AND UNIVERSITY OF FLORENCE, DEPARTMENT OF INDUSTRIAL ENGINEERING, FOR RESEARCH**  **ON THE FOLLOWING SUBJECT** **“………………………………………………………………”**

**This contract is entered into by and between**

…………………………………………**,** with premises in ……………………………………., tax identification number …………………., hereafter referred to as “XXXX”, represented by …………………………………………………………………….

**and**

The Department of Industrial Engineering, University of Florence, tax code and VAT n° IT01279680480, hereafter referred to as “Department”, represented by Prof. Benedetto Allotta, in his capacity as Director

**whereas**

(short motivation for the agreement, e.g. Department has expertise in the field of ……………. and XXXX wishes to carry out part of its research in collaborations with Department of Industrial Engineering, University of Florence)

**The Parties agree as follows**

**Art. 1. Subject of the contract**

The Department will carry out a research / consultation / service activity for the XXXX on the following subject “………………………………………………….”. The technical and scientific details of the research with related duties and deadlines of the Department, 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. Department’s staff responsible for the concerned research/consultation/service**

The person in charge of the research/consultation/service is Prof. ………………….., who might use instrumentation / facilities available at the Department.

**Art. 3. Reporting**

The Department will provide the Customer with a final report at the end of the research / consultation / service activity. Intermediate reports preceding the final report may also be agreed upon between the Parties.

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

The foreground of each party is and remains property of the same party. The results of the research will be the property of ..., with the exception of results that can yield to a patent, which, according to existing laws, should be co-authored by all those who contributed to the invention.

**or**

The parties agree that, due to the nature of the research, it is not expected that patentable inventions can arise from this activity. Possible joint results of the research will be published after both parties have agreed about.

**Art. 5. Department’s internal or external collaborators**

As a support to the research/consultation/service activity, the person in charge within the Department may engage collaborators internal or external to the Department, ensuring that they will abide by the agreements of this contract.

**Art. 6. Confidentiality**

The Department and the staff involved in the research/consultation/service activity are bound to respect the obligations of non rivalry and confidentiality. The Department will ensure that the research programme is not revealed to third parties.

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

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

**Art. 7. Duration**

The research/consultation/service activity will last for ………………, starting from the date of stipulationof the present contract. If the signatures have not been placed contemporarily, the date of the last signature defines the contract stipulation date. The duration can be extended through an agreement signed by the parties.

**Art. 8. Cost**

For the execution of the research/consultation/service activity, the XXXX will pay ………………………………. The amount will be paid by the XXXX**,** upon presentation from the Department of a pro-forma invoice followed by a regular invoice, addressed to

*(specify the complete address*)

as a bank wire transfer according to the following data:

-Reason for payment: Dipart. Ing. Ind. (Cod. U.A. 58508);

-IBAN: IT88A0200802837000041126939 - SWIFT Code UNCRITM1F86

-Bank account owner: Università degli Studi di Firenze

-Bank name: Unicredit Banca, Via Vecchietti, Firenze, Italy.

The payment terms are specified in the Technical Annex

*or*

are given below:

**Art. 9. Final dispositions**

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. 10. Cost of the Contract**

The present deed will be registered only in the case of use, according to art. 5, paragraph II of the D.P.R. 26/10/1972 n.634 and subsequent modifications; the applicant is responsible for the necessary arrangements and expenses, including the cost of stamps.

**For the XXXX**

Place: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Function: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

**For the Department**

Place: Florence Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Prof. Benedetto Allotta

Function: Director

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_