

CONSULTANCY CONTRACT

Between

Politecnico di Torino, Tax Code no. 00518460019, through the Department _____ (hereinafter, for the sake of brevity, also known as the “Contracting Party”) represented by the Head of Department, Prof. _____ (or, for Administrative contracts: “represented by _____”), born in _____ on _____, domiciled for the purposes of this act at the headquarters of the University in Turin, in Corso Duca degli Abruzzi no. 24, delegated by the Rector with decree _____ following approval by _____, at the meeting on _____

and

the Company _____, Tax Code/VAT number _____, with registered offices in (city) _____, (street) _____, represented by _____, born in _____ on _____, domiciled for this post at the headquarters of the Company/Institution (hereinafter the “Principal”)

with this private document it is agreed and stipulated as follows

Article 1 – Definitions

1. For the purposes of this Contract, the following expressions have been given the following meaning:
 - a. **“Background”**: indicates all the knowledge and information, as well as all intangible goods, protected in accordance with national, EC and international regulations regarding intellectual and industrial property, implemented or nevertheless achieved by a party before the start of the activity covered by this Contract.
 - b. **“Sideground”**: indicates all the knowledge and information as well as all intangible goods protected in accordance with national, EC and international regulations regarding intellectual and industrial property, implemented or, nevertheless, achieved by a party during the validity of this Contract, but not during the execution thereof.
 - c. **“Industrial and Intellectual Property Rights”**: indicates the rules laid down by Leg. Dec. no. 30 of February 10 2005 and subsequent amendments, namely the Italian Code of Industrial Property (“Codice di Proprietà Industriale” - C.P.I.) concerning brands and other distinctive signs, in actual existence, geographical indications, works of design and models, inventions, including the biotechnological ones, utility models, topographies of semiconductor products, classified corporate information (know how), trade secrets, new plant varieties (“Industrial Property Rights”), as well as all rights governed by Leg. Dec. no. 633 of April 22, 1941 (Protection of copyright and other rights

and related rights) and subsequent amendments concerning intellectual works concerning literature, music, figurative art, architecture, theatre and cinematography, including computer programmes, databases and works of industrial design (“Intellectual Property Rights”).¹

- d. **“Result”**: indicates all goods, both tangible and intangible, as well as all knowledge or information arising from carrying out the research activities, covered by this Contract and by reason thereof.

Article 2 – Subject

1. The Principal entrusts the consultancy service on the contents described in the technical Annex A, that is an integral part of this Contract, to the Department _____ of Politecnico di Torino, which, in turn, accepts.
2. The Principal undertakes to provide the Contracting Party with all the assistance required to carry out the consultancy service.

Article 3 - Head of the Scientific Division and Company contact person

1. The Contracting Party will carry out the research activity under the direction of Prof. _____, who is responsible therein and for relations with the Principal and whose signature is given by agreement in this act. Any replacement of the Head of the Scientific Division by the Contracting Party must be communicated promptly to the Principal in writing.
2. The Principal indicates _____ as company contact person for relations with the Contracting Party with regard to this Contract. Any replacement of the contact person must be communicated promptly to the Contracting Party in writing.
3. All communication and technical documentation regarding this Contract must be transmitted to the above-mentioned persons in charge at the following addresses:
 - for the Principal _____; [indicate first name, last name, address, phone number, email address, PEC (certified electronic email) address]
 - for the Contracting Party: Politecnico di Torino, Department _____. [indicate first name, last name, address, phone number, email address, PEC address]

Article 4 – Financial Consideration

1. The Principal, for the activities in accordance with art. 2, grants to Politecnico di Torino, on behalf of the Department, a financial consideration to the sum of € _____ plus VAT.
2. The amount will be paid within 30 days calculated from the date the invoice is received. Electronic invoices, in implementation of the provisions of L. 205/2017, will be sent through the interchange system (SDI code _____) by the Department according to the following terms:

¹ With particular reference to Intellectual Property Rights, Politecnico di Torino staff is first required to sign a deed of commitment to the assignment of such rights.

- First instalment for € _____ plus VAT within ____ days of signing the Contract;
- Second instalment for € _____ plus VAT within ____ days from _____;
- _____

Article 5 - Access to facilities and use of equipment

1. Should it be necessary, the Principal will allow the staff of Politecnico tasked with carrying out the research, access to its own facilities identified on a case-by-case basis, as well as any use of its equipment, in accordance with the provisions of the law and the internal regulations in force, in compliance and observance of the applicable standards of protection, health and safety therein. Politecnico guarantees insurance coverage for its own staff with regard to accidents and damage attributed to them in accordance with the regulations for civil liability.

(Eventually, in addition:)

"Similarly, if necessary, Politecnico may allow the Company's staff to access to its facilities as well as its laboratory equipment, as identified on a case-by-case basis, as well as the possible use of its own equipment, in compliance with the provisions of the law, its own internal regulations and in accordance with the applicable protection, health and safety regulations".

Article 6 - Protection of health and safety in the workplace

1. In order to ensure the protection of the health and safety of the staff involved in the activities referred to in this Contract, the Parties undertake, each to the extent of its competence, to comply with the obligations laid down in the relevant D. Lgs. No. 81 of 09/04/2008 and s.m.i.
2. The Parties are responsible for the implementation, in their own premises and laboratories, of the measures of prevention and protection of health and safety in the workplace, as provided by the D. Lgs. No. 81 of 09/04/2008 and s.m.i.
3. For the purposes of applying the existing provisions on prevention, protection and hygiene at work, Employers of both Parties undertake to provide their workers with comprehensive health and safety training in the workplace and adequate health surveillance in relation to all risks to which they are exposed and to provide training on the correct use of equipment and on work and emergency management procedures.
4. The host Party will undertake to provide the hosted Party staff with information related to the specific risks which may occur at its premises, the prevention and protection measures, including emergency and evacuation procedures, training on the correct use of work equipment related to activities covered by the Contract and adequate personal protective equipment. Whenever activities should undergo changes requiring an update in the risk assessment, the host Party will be responsible for updating the above information, by communicating it to the hosted Party.

5. The Parties undertake to ensure the compliance of their premises, spaces and equipment, made available for carrying out the activities provided for by the Contract, with current regulations on health and safety in the workplace.
6. The staff concerned shall comply with the disciplinary and safety regulations in force at the premises where the activities are carried out related to the collaboration referred to in the Contract in compliance with the rules for the safety of workers.
7. In case of temporary transfer of machines / equipment / plants owned by one Party to the other for joint research purposes, the transferring Party must verify the compliance of the assets transferred with the requirements referred to in Articles 70-72 of Legislative Decree 81/08 and subsequent amendments and it will be the responsibility of the receiving structure to adopt suitable prevention and protection measures.
8. Without prejudice to the provisions of the previous paragraphs, the employers of Politecnico and the Company, pursuant to and for the purposes of Legislative Decree no. 81/08 and subsequent amendments, undertake to promote cooperation and coordination in order to guarantee the protection of health and safety for the activities carried out by third parties at the premises and laboratories of their own pertinence. Information will be exchanged through the Health and Safety Services of the Parties and specifically:
 - Politecnico di Torino - Risk assessment and workplace safety supervision Division e-mail: servizio.prevenzione@polito.it
 - Company - Prevention and Protection Service,

Article 7 – Rights of the Parties to the Results

1. Politecnico shall specifically grant to the Principal the free and irrevocable right to use and disclose the data and information contained in the scientific reports created in executing this Contract. Politecnico also reserves the right to use and disclose the data and information contained in said reports for scientific and educational reasons. In any event, the obligation of confidentiality referred to in art. 10 remains.
2. The Parties agree that they do not expect any Results from the consultancy service that may give rise to exclusiveness or property rights, in accordance with current legislation in the matter of industrial and intellectual property. Should this however occur, Politecnico, as owner of the Industrial and Intellectual Property Rights to the Results achieved during execution of this Contract, may start negotiations with the Principal, on good faith, aimed at reaching an agreement regarding the use of that which has been achieved, in compliance with current legislation and Politecnico internal regulations.

Article 8 - Background and Sideground regulation

1. Each Party is owner of the Industrial and Intellectual Property Rights concerning its own Background and its own Sideground and the Parties agree that nothing included in this Contract implies, directly or indirectly, the transfer of any right regarding its own Background and its own Sideground.

2. Without prejudice to the provision of paragraph 1, the Parties mutually recognise, without charge, their non-exclusive right to use their respective Backgrounds within the scope of the relationship covered by this Contract and for the purpose of its execution. This right is granted only for the duration of this Contract with the express prohibition of sublicensing or transferring it to third Parties for any reason.
3. Neither Party's Sideground may be used by the other Party without express written authorisation of the owner.

Article 9 – Use of distinctive signs of the Parties

1. This Contract does not give the Parties the right to use any distinctive signs of the other Party.
2. The use of Politecnico's distinctive signs may only be granted with prior written authorization, in accordance with the procedures governed by the applicable internal regulations.

Article 10 – Confidentiality

1. The Parties undertake to notify, on a case-by-case basis, any information which may be considered confidential and exchanged in executing this Contract and whose disclosure is subject to prior written authorisation.
2. For the entire duration of this Contract and for an additional period of 5 (five) years, the Parties, therefore, undertake:
 - not to reveal to third Parties, in whole or in part, directly or indirectly, in any form whatsoever, any confidential information communicated to them by the other Party;
 - not to use, in whole or in part, directly or indirectly, in any form whatsoever, any confidential information communicated to them by the other Party for purposes differing from those included in the current Contract;
 - to employ every appropriate means and enact any and all acts or activities reasonably necessary in order to ensure that confidential information is not freely accessible to third Parties;
 - not to duplicate, copy, reproduce, record or otherwise represent, unless required for the execution of this Contract or unless express consent is given by the Party that has the right, with every and any means suitable for such purposes, in whole or in part, any files, acts, documents, lists, notes, drawings, diagrams, correspondence and/or any other material containing one or more pieces of confidential information;
 - to return or immediately destroy, upon expiration or termination of this Contract, any and all files, acts, documents, lists, notes, drawings, diagrams, correspondence and/or any other material containing one or more pieces of confidential information, provided that there is no legal requirement that requires it to be conserved.

3. The confidential information will only be communicated to those persons who objectively require access to it for the purpose of this partnership and who, in turn, have assumed an obligation of confidentiality in compliance with the provisions of this Contract.
4. The Parties mutually agree that, under no circumstances, can the following be considered confidential information:
 - any information for which proof can be given that, at the time of communication, it was generally known or easily accessible to third Parties;
 - any information which, at any time, becomes public domain or, in any case, freely accessible to third Parties, without the Party who has gained this knowledge violating the current Contract, provided that disclosure or accessibility therein is not caused by unlawful acts or have, however, not been expressly prohibited by the Party who communicated it, and starting from the moment when it effectively became public domain or freely accessible;
 - any information that a Party can demonstrate was in its legitimate possession at a time preceding the one in which it was communicated by the other Party or when it became aware of it by virtue of the research activity;
 - any information that a Party can demonstrate was in its legitimate possession regardless of the relationship of collaboration;
 - any information that a Party must communicate or make accessible to fulfil the general principles of law or regulations, as well as an order given by a Public Authority.

Article 11 - Personal Data processing

1. The Parties mutually agree to know and apply, within their own organizations, the legislation concerning the protection of personal data and in particular the EU Regulation 2016/679 (General Data Protection Regulation, hereafter "GDPR")².

² In the case of not-EU subjects (outside the GDPR scope), replace paragraphs 1 and 2 with the following:

"1. Politecnico di Torino shall process personal data within the scope of the pursuit of its institutional purposes and solely for the purposes related to the execution of this Contract, in compliance with the EU Regulation 2016/679 and the relevant national legislation. Should the transfer of personal data to the other Party be necessary for the execution of this deed, the same may take place under the conditions set out in Articles 45, 46, 47 and 49 of the GDPR.

2. The Counterparty undertakes to comply with the legislation on the processing of personal data in force in the country where it is established and where the services are provided."

2. The Parties, each within the scope of its own purposes pursued by this Contract, act as autonomous Data Controllers and undertake to provide the data subjects, pursuant to Article 13 of the GDPR, with all information concerning the processing operations carried out by each of them³⁻⁴.
3. The contact details of the Parties for the purposes of this article are as follows:
 - for Politecnico, the Data Controller is Politecnico di Torino, with offices in C.so Duca degli Abruzzi, n. 24, 10129 Turin, in the person of the Rector *pro tempore*. The contact details of the Data Controller are PEC: politecnicoditorino@pec.polito.it, for information and clarifications: privacy@polito.it; the Data Protection Officer of Politecnico can be contacted at: dpo@polito.it;
 - for the Company the Data controller is _____, with offices in _____. The contact details of the Data Controller are PEC: _____. the data protection officer of _____ can be contacted at: _____
4. The Company authorizes Politecnico to publish on its own website information regarding this Contract including, for example: the subject of consultancy, the name of the client, the economic value of the Contract.

Article 12 - Duration and Renewal

1. This Contract has a duration of _____ years starting from the date when it was entered into and can be renewed upon expiry by mail exchange between the Parties.

Article 13 – Withdrawal and Termination

1. The Parties have the option of withdrawing from this Contract only for justifiable reasons or terminating it by mutual consent. Withdrawal must be communicated in writing and sent to the other Party by registered letter with notification of receipt or PEC (certified email), with a minimum notice of 30 days.
2. In the event of withdrawal in accordance with the previous paragraph, the Principal is liable to the Contracting Party for any expenses incurred and for those pledged, in relation to the programme, until _____

³ In the event the Counterparty processes personal data on behalf of the University, pursuant to Article 28 of the GDPR, it is necessary to appoint it, by separate deed*, as Data Processor and, therefore, replace paragraph 2 with the following: "2. For the purposes of the performance of this Contract, the Counterparty shall process personal data on behalf of Politecnico di Torino [editor's note: in the reverse case, i.e. when it is the Politecnico that processes the data on behalf of the Counterparty, amend the parenthesis], therefore, it shall be appointed, pursuant to Article 28 of the GDPR, by a separate deed attached hereto, which is to be considered an integral and substantial part of this Contract, as Data Processor."

In the residual case of appointment in return, i.e. where each Party processes data on behalf of the Counterparty, add the following paragraph to the previous one: "Likewise, the Counterparty shall appoint the Politecnico di Torino as Data Processor for the processing carried out by the latter on its behalf".

⁴ In the event that the Parties jointly determine the purposes and means of processing and, therefore, qualify as Joint Data Controllers, a specific Joint Ownership Agreement* must be signed, pursuant to Article 26 of the GDPR and, therefore, paragraph 2 must be replaced by the following:

"2. The Parties, in their capacity as Joint Data Controllers, in order to jointly determine the purposes and means of the processing, sign, pursuant to Article 26 of the GDPR, the attached Joint Ownership Agreement, which is to be considered an integral and substantive part of this Deed."

*The drafts of the "Appointment as Data Processor ex art. 28 GDPR" and "Co-processing Agreement ex art. 26 GDPR" are available in the Polytechnic intranet area "Documentazione privacy > Schemi contrattuali".

communication of the withdrawal is received. Any expenses incurred or pledged must be proven by sending the relevant documentation from the Contracting Party to the Principal.

3. In the event of non-payment at the due dates agreed upon, the Contracting Party reserves the right to suspend the research activity, subject to notification to the Principal by registered letter with notification of receipt or PEC. Should the Company return to fulfil its obligations as set forth in Art. 4, the terms relating to the execution of the research activities under this Contract shall be automatically extended for a period equal to the duration of the suspension. If, on the other hand, the Company persists in its non-fulfilment, the Contractor may terminate the Contract, as provided for in the following paragraph.
4. In accordance with art. 1456 of the Italian Civil Code, this Contract will be rescinded by law in the following cases:
 - a. breach of the obligations of confidentiality;
 - b. default or non-payment by the Principal;
 - c. permanent impossibility of the obligation, including impossibility due to force majeure.

The Party concerned must communicate its intention to make use of this clause by registered letter with notification of receipt or PEC. In the event of termination of the Contract by Company default, the latter is required not only to reimburse the expenses incurred and pledged by Politecnico, but also to acknowledge the greater damage endured by the latter.

Article 14 – Force Majeure clause

1. Neither Party shall be liable to each other for any loss or damage resulting from delays or failures in the execution of all or part of its contractual obligations, if such delays or failures result from an event of force majeure or other events, circumstances or causes beyond their control and not attributable to them.
2. In particular, each Party may suspend the performance of its obligations if such execution is rendered impossible or unreasonably onerous due to an unforeseeable event, independent of its control such as, by way of example, but by no means exhaustive: pandemics, strike, boycott, lock down, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargoes, power outages, delays in the delivery of components or raw materials, earthquakes and other natural disasters.
3. Any Party that wishes to avail itself of this clause shall immediately notify the other Party in writing or through a PEC (Certified Electronic Mail) at the beginning of force majeure. In that case the Contract may be terminated pursuant to the previous article.

Article 15 – Applicable laws and disputes

1. This Contract is regulated by Italian law. For anything that is not specifically indicated, the provisions included in the current regulations on the subject remain in force as far as they are compatible. The Parties, in fulfilling their respective obligations arising from this Contract, must observe and respect the provisions of the Code of Ethics.

2. The Parties undertake to act in full respect of human and fundamental rights of research integrity, as defined in particular in the Manifesto for Research Integrity in paragraph 12: *“We repudiate all forms of discrimination leading to the exclusion of any minority from the benefits obtainable through any research activity and undertake to maintain an open working environment for researchers and students from all over the world”*.
3. Any disputes concerning the interpretation or execution of this Contract will be settled amicably between the Parties.
4. Where it is not possible to reach an agreement in accordance with the previous paragraph, the court with exclusive jurisdiction to settle any dispute relating to the validity, interpretation, execution or the termination of the Contract, is the **Court of Turin**.

Article 15 – Registration and expenses

1. This Contract is drafted by private writing in electronic format and by affixing the digital signature of the Parties.
2. This Contract is subject to registration in case of use and a fixed tax pursuant to articles 5 and 39 of Presidential Decree no. 131 of April 26, 1986, to be paid by the Party requesting registration.
3. The stamp duty of this Contract will be paid virtually by Politecnico di Torino with the authorization n. 5 of 2012 issued by the Revenue Agency, Territorial Office of Turin 1, protocol n. 167908/2012 and valid from January 1st 2013.
4. The cost of the stamp duty for this Contract shall be borne by _____⁵.

Turin, _____

FOR POLITECNICO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

⁵ If the stamp duty is to be borne entirely by the Company or in equal shares between Politecnico and the Company, add the following sentence: "The Company undertakes to refund the stamp duty in the amount of € _____ to Politecnico (insert department acronym), by bank transfer using the following coordinates _____ (insert department/administration iban), within 30 days from the signing of this Contract, taking care to state in the reason for payment "Consultancy contract between _____ and Politecnico di Torino (insert department acronym)"

FOR THE COMPANY _____
THE LEGAL REPRESENTATIVE
(_____)

Although the clauses of this Contract are the result of bargaining by the parties, they state, in accordance with and to the effects of art. 1341 and 1342 of the Italian Civil Code, their express approval of the provisions included in the articles 4 (Financial Consideration), 7 (Rights of the Parties to the Results), 8 (Background and Sideground Regulation), 9 (Use of distinctive signs of the Parties), 10 (Confidentiality), 12 (Duration and Renewal), 13 (Withdrawal and Termination), 14 (Force Majure clause) and 15 (Applicable laws and disputes).

FOR POLITECNICO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

FOR THE COMPANY _____
THE LEGAL REPRESENTATIVE
(_____)