

# SPONSORSHIP CONTRACT

## Between

the Politecnico di Torino, Tax code. no. 00518460019, through the Department \_\_\_\_\_ (hereinafter, for the sake of brevity, also known as “Politecnico”) represented by the Director Prof. \_\_\_\_\_, born in \_\_\_\_\_ on \_\_\_\_\_ domiciled for the purposes of this contract at the headquarters of the Institution in Turin, in Corso Duca degli Abruzzi no. 24, delegated by with decree \_\_\_\_\_ following approval by \_\_\_\_\_, at the meeting on \_\_\_\_\_

## and

the company/institution \_\_\_\_\_, Tax Code/VAT number \_\_\_\_\_, with registered offices in (city) \_\_\_\_\_, (street) \_\_\_\_\_, (hereinafter, for the sake of brevity, the “Sponsor”) represented by \_\_\_\_\_, born in \_\_\_\_\_ on \_\_\_\_\_, domiciled for this post at the headquarters of the company/institution,

## given that:

- The Politecnico di Torino has started (*Or*: intends to start) the initiative \_\_\_\_\_;
- (*possible*) In order to achieve the best outcome of the activity of \_\_\_\_\_, through implementing cost savings as well, the Politecnico has decided to look for sponsors who are interested in supporting the activity, also due to the visibility it entails, with financial resources, goods or useful services, and to this end has formalised an announcement to gather candidates for sponsorship (announcement dated \_\_\_\_\_, no. \_\_\_\_\_) ;
- (*possible*) The Sponsor, operating in the \_\_\_\_\_ sector, submitted its candidacy on \_\_\_\_\_ and was considered suitable for the sponsorship in question;
- The Sponsor intends to contribute to the implementation of the initiative referred to hereinabove through payment of a sponsorship;
- It is, therefore, necessary for a sponsorship agreement to be drawn up between the Politecnico and the Sponsor to formalise all the aspects related to it;

**the parties, as indicated hereinabove, agree and specify as follows**

### Article 1 – Introduction

- <sup>1</sup> The introduction and the annexes are an integral and substantial part of the agreement.

### Article 2 – Subject

- <sup>1</sup> The subject of this agreement is the sponsorship regarding \_\_\_\_\_ (*insert a detailed description of the subject of the sponsorship*) in view of the participation of the Politecnico in

\_\_\_\_\_ (insert an indication of the tender for the activity in which the Politecnico is participating), including the necessary coordination activities by the University.

### Article 3 – Persons in charge

1. The Politecnico indicates Prof. \_\_\_\_\_ as contact person and person in charge of this Agreement who is also responsible for it and relations with the Sponsor. Any replacement of the person in charge must be promptly communicated to the Sponsor in writing.
2. The Sponsor indicates Mr. \_\_\_\_\_ as contact person and person in charge of this Agreement who is also responsible for it and relations with the Politecnico. Any replacement of the person in charge must be promptly communicated to the Politecnico in writing.
3. All communications and technical documentation regarding this Agreement should be transmitted to the persons in charge indicated hereinabove, at the following addresses:
  - for the Sponsor \_\_\_\_\_; [indicate first name, last name, address, phone number, email address, PEC (certified electronic email) address]
  - for the Politecnico \_\_\_\_\_. [indicate first name, last name, address, phone number, email address, PEC address]

### Article 4 – Duration

1. This Agreement, which is non-renewable, takes effect from the date of signing and will remain so until the end of the event and/or the completion of the reciprocal services.

### Article 5 – Sponsor's Commitment

1. The Sponsor undertakes to grant to the Politecnico the sum of \_\_\_\_\_,00 Euros plus VAT as consideration for this sponsorship agreement.
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 in the following terms:
  - First instalment for €\_\_\_\_\_ plus VAT within \_\_\_\_ days of signing the contract;
  - Second instalment for €\_\_\_\_\_ plus VAT within \_\_\_\_ days from \_\_\_\_\_;
  - \_\_\_\_\_

**Or:**

The amount will be paid as a lump sum within 30 days 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 (specify "upon signature of the contract", "upon termination of the activity", or other date)

## **Article. 6 – Sponsorship implementation method**

1. The Politecnico undertakes to guarantee the Sponsor full visibility of all the acts, documents, materials and events connected to its participation in \_\_\_\_\_, and especially to:
  - a. grant the Sponsor (*possible*: in relation to the provisions in the announcement to identify the sponsor) the title of “\_\_\_\_\_” with the visibility related to it;
  - b. place the company logo provided by the Sponsor on the site dedicated to the project (Sponsor section) and on all materials produced in relation to participation by the University in the event;
  - c. allow the company to advertise the sponsorship through its own channels, including press releases, exclusively and with specific reference to the initiative covered by this agreement;
  - d. encourage, where possible, the participation of the project team members in any events, conventions and seminars organised by the company which are connected to the activities covered by the sponsorship;
  - e. encourage, if requested and deemed appropriate, opportunities for sharing between the company and other sponsors;
  - f. allow the Sponsor to make video recordings or take photos, upon agreement with the technical contacts for the Politecnico, to be used exclusively within the terms covered by this agreement and with specific and exclusive reference to the sponsorship activities for the event.
2. For the purposes of paragraph 1 hereinabove, the Sponsor undertakes to use, if required, the distinctive signs of the Polytechnic in line with the graphics format to be agreed by the latter, as well as to avoid harming in any way the name, image, decorum and/or reputation of the Politecnico through such use.
3. As a general condition, the Sponsor shall have the right to ask to see in advance the draft of any material and communication plans prepared by the Politecnico, with the right to express a non-binding opinion on how to improve the effectiveness of the advertising.
4. Should the parties identify additional promotional activities during the course of the agreement, they hereby agree to cooperate in good faith to determine the details thereof.
5. It is hereby understood and confirmed that this agreement, apart from the provisions therein, does not grant either party the right to use the name and logo of the other party for activities not directly related to the event covered by the sponsorship nor does it constitute any broader form of collaboration that, where appropriate, must be regulated separately on the basis of specific forms and methods and in accordance with the Regulations of the Politecnico.

## **Article 7 – Other sponsors** (*possible, depending on the importance of the Sponsor*)

1. This agreement does not curtail the Politecnico from using other sponsors for this initiative, also with regard to the same goods and/or services that may be supplied by other sponsors.

## **Article 8 – Confidentiality**

1. The Parties recognise the confidentiality of all Confidential Information exchanged pursuant to this agreement, which cannot be given to third parties or used for purposes other than those for which it was provided, without prior written permission from the party which provided the information.
2. Disclosure of any Confidential Information referred to in this Article is strictly forbidden and shall remain so on the same terms even after the expiration of this Agreement and for five (5) years thereafter. Upon completion or termination of this agreement, each party agrees to return all documents or other materials which they may have received, containing information or extracts of confidential information, as well as any copies available.
3. Should specific requirements be necessary, the drafting of a separate confidentiality agreement may be agreed.

## **Article 9 – Ownership of the Results of the activities**

1. Ownership of any Results arising from the activities carried out by the Politecnico with the sponsorship covered by this agreement will belong to the Politecnico.

## **Article 10 – Use of distinctive signs**

1. This contract does not give the Parties the right to use any distinctive signs of the other Party.

## **Article 11 – Insurance coverage**

1. In accordance with this Agreement, each Party shall provide insurance coverage for all staff who will be required to go to the site where the activities covered by this Agreement will be carried out.
2. The staff of the Sponsor, or others delegated by the Sponsor, who go to the Politecnico for project-related activities, are obliged to comply with the disciplinary regulations and safety practices at the site.

## **Article 12- Protection of health and safety at work**

1. In order to ensure the protection of the health and safety of the staff involved in the activities referred to in this Agreement, 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 at work, 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.

4. In the event of access to the premises and laboratories of the Politecnico by employees, collaborators or staff in any case defined pursuant to art. 2 paragraph 1 letter a) of said Decree, related to the Company, the Company itself must provide:- a declaration of suitability for the job;
  - copy of the certificates of general and specific training;
  - the job-risk card,
  - relating to the activity carried out by the staff concerned.
5. Politecnico will undertake to provide the Company's personnel with information related to the specific risks present 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 Agreement and adequate personal protective equipment. Whenever activities should undergo changes requiring an update in the risk assessment, the Politecnico will be responsible for updating the above information, communicating it to the Company's Prevention and Protection Service. Reciprocally, the Third Party will provide for the provisions of this point, in case of access to the Third Party's workplaces by employees, collaborators or other personnel, however defined pursuant to art. 2 c. 1 letter a) of Legislative Decree 81/2008 and subsequent amendments, of the Politecnico.
6. The Politecnico and the Company undertake to ensure the compliance of their premises, spaces and equipment, made available for carrying out the activities provided for by the Agreement, with current regulations on health and safety in the workplace.
7. The personnel concerned shall comply with the disciplinary and safety regulations in force at the places of performance of the activities related to the collaboration referred to in the Agreement in compliance with the rules for the safety of workers and the provisions of Head of the Prevention and Protection Service.
8. 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.
9. 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. The exchange of information must take place through the Prevention and Protection Services of the Parties and specifically:
  - Politecnico di Torino - Prevention and Protection Service, mail [servizio.prevention@polito.it](mailto:servizio.prevention@polito.it)
  - Company - Prevention and Protection Service, .....

### **Article 13 – Personal Data processing**

1. The Parties mutually agree to know and apply, within their own organizations, all current and secondary laws, relevant for the correct management of the treatment, including the EU 2016/679 Regulation of the European Parliament and of the Council of 27/04/2016 (hereafter "GDPR").
2. The Parties mutually acknowledge, moreover, that the "personal data" provided, also verbally, for the pre-contractual activity or otherwise collected as a consequence and during the execution of the present Convention/contract, will be treated exclusively for the purposes strictly connected to the Convention/Contract or to carry out the research and development activity, through consultation, processing, interconnection, comparison with other data and/or any further manual and/or automated processing and furthermore, for statistical purposes, with exclusive treatment of data in anonymous form, by communication to public entities, when they request it for the pursuit of their institutional purposes, as well as private entities, when the purpose of the request is compatible with the institutional aims of the Politecnico, knowing that failure to provide it may result in failure or partial execution of the Convention/Contract.
3. As regards this article, the holders are the Parties that undertake to comply with all relevant regulations on the protection and processing of personal data applicable to them under the present Convention/Contract, including the adoption of security measures suitable and adequate to protect personal data against the risk of destruction, loss, even accidental, of unauthorized access or modification of data or processing not allowed or not compliant with the purposes related to the Convention/Contract.
4. The Parties undertake the best mutual cooperation in the event that one of them is the addressee of requests for the exercise of the rights of the interested parties provided for in Article 12 et seq. of the GDPR or requests of the Control Authorities which concern areas of treatment for which the other Party is responsible.
5. The contact details of the parties for the purposes of this article are as follows:
  - for Politecnico the data controller is the Politecnico di Torino, with offices in C.so Duca degli Abruzzi, n. 24, 10129 Turin, in the person of the Rector. The contact details of the owner are PEC: [politecnicoditorino@pec.polito.it](mailto:politecnicoditorino@pec.polito.it), for information and clarifications: [privacy@polito.it](mailto:privacy@polito.it); the data protection officer of the Politecnico can be contacted at: [dpo@polito.it](mailto:dpo@polito.it);
  - for the Company the data controller is \_\_\_\_\_, with offices in \_\_\_\_\_. Contact details are PEC: \_\_\_\_\_.
6. The company/entity authorizes the 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 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 and at the end of force majeure.

### **Article 15 – Applicable Laws and Disputes**

1. This Agreement 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 agreement, must observe and respect the provisions of the Code of Ethics
2. Any disputes concerning the interpretation or execution of this Agreement will be settled amicably between the parties.
3. 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 agreement, is the Court of Turin.

### **Article 16 – Registration and expenses**

1. This agreement is drafted in two original copies, one of each will be kept by each party.
2. This agreement is subject to registration in case of use and a fixed tax pursuant to articles 5, paragraph 2 and 39 of Presidential Decree no.131 of April 26, 1986 and art. 4, Amount Part Two, attached to the aforesaid decree, to be paid by the party requesting registration.
3. The cost of the stamp duty for this contract shall be borne by both parties in equal measure.

Turin, \_\_\_\_\_

### **FOR THE POLITECNICO**

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(\_\_\_\_\_)

(\_\_\_\_\_)

**FOR THE COMPANY/INSTITUTION \_\_\_\_\_**

**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 (Duration), 5 (Sponsor's Commitment), 8 (Confidentiality), 9 (Ownership of the Results of the activities), 14 (Force majeure clause) and 15 (Applicable Laws and Disputes).

**FOR THE POLITECNICO**

**HEAD OF THE DEPARTMENT**

**HEAD OF THE SCIENTIFIC DIVISION**

**( \_\_\_\_\_ )**

**( \_\_\_\_\_ )**

**FOR THE COMPANY/INSTITUTION \_\_\_\_\_**

**THE LEGAL REPRESENTATIVE**

**( \_\_\_\_\_ )**