

Annex 4.1.i

Contract to Participate in expenses for research activity (or education)

The contract to Participate in expenses for research or educational activities envisages payment of a consideration by a principal as a contribution to the implementation of research or educational activities, already planned or underway, in the Departments or central administrative facilities of the Politecnico.

In return for this payment, the Department or the facility in question undertakes to:

- quote the third party as financer of the research or educational activity in any publications that publish the results of this activity;
- provide the third party with a final report on the research or educational activity, where required.

**PARTICIPATION IN EXPENSES FOR RESEARCH ACTIVITIES (Or:
EDUCATION) IN THE FORM OF AN EXCHANGE OF LETTERS**

(facsimile requested by the principal)

To the Head of the Department

Further to the contacts which took place with _____ from this Department, the Company/Institution _____, Tax Code/VAT number _____, with registered offices in (city) _____, (street) _____, (hereinafter known as the “Principal”) legally represented by me, is interested in participating in sustaining the costs of the Politecnico for development of the research activity (*or: education*) concerning _____ (*detailed description of the nature and subject of the activity*), under the scientific guidance of Prof. _____, and, therefore, intends to finance these activities through payment of a sum towards the costs of research activities (*or: education*) under the conditions indicated hereinbelow.

1. The Principal shall grant the Department a sum equal to €_____ plus VAT 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 _____).
2. This sum may be used to cover costs such as, by way of example, but not limited to, research allowances or study grants, purchase of equipment, travel expenses, photographic services of the results achieved, etc.
3. Against payment of the sum referred to in point 1, the Principal shall receive a report on the activities carried out as a result of the contribution and the Department shall undertake to quote the Principal, as financer, in any publications.
4. Head of research (*or: educational activity*) – as well as contact person of the Politecnico for relations with the Principal regarding this contract – will be _____ of the Department _____. The Principal indicates _____ as contact person of the company for relations with the Politecnico.
5. This agreement will take effect on the date that the relevant acceptance is sent by the Politecnico – Department _____, and its duration shall be _____ (*or “and shall terminate on _____”*). The duration of this agreement may be extended by agreement of the parties through an exchange of letters prior to expiration.

6. The Politecnico will not be liable of any obligation in case, at its own discretion for matters arising from internal requirements, decrees to not carry on the activities object of this agreement and/or in the event of serious and justified grounds occurring after this agreement has been signed and may refuse to take payment of the sum or, if it has already been paid, return it to the Principal, at which time the Politecnico will be released from the commitment referred to in point 3.
7. This agreement does not give the parties any right to use any distinctive signs of the other party.
8. The use of the distinctive signs of the Politecnico may be permitted only with prior written authorisation by the same, according to the current regulations of the Politecnico.
9. The Politecnico will retain ownership of the results¹, deriving from the activity carried out thanks to the contribution covered by this agreement, as well as any material used to implement it.
10. The Principal cannot use any results that may be described in the report, received in accordance with paragraph 3, unless specific authorisation is given in writing by the competent bodies of the Politecnico.
11. The parties acknowledge the classified nature of all confidential information² exchanged in implementing this agreement, including the reports sent in accordance with paragraph 3, which cannot be passed to third parties, or be used for purposes differing from those for which they have been supplied, without prior written authorisation, by the Politecnico.
12. The comprehensive ban on the disclosure of confidential information will remain in force under the same terms, even after the expiration of this agreement and for five years thereafter.
13. Upon expiration or termination of this agreement, each party will undertake to return to the other all the documents or materials they may have received, containing information or partial information of a confidential nature, as well as any copies provided.
14. If necessary, for specific requirements, the parties may agree to sign a separate confidentiality agreement.
15. 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").

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

¹ The term "result" means all goods, both tangible and intangible, as well as all knowledge or information obtained by carrying out the activities covered by this contract and as a result therein.

² The term "Confidential Information" means any information or knowledge of economic or technical nature, or in relation to commercial or research strategies, and including, but not limited to data, know-how, procedures, plans, drafts, photographs, projects, papers, samples, reports, discoveries, inventions, and ideas, as well as future results of any and all research work and subsequent developments which may derive from it.

Politecnico, knowing that failure to provide it may result in failure or partial execution of the Convention/Contract.

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.

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.

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, for information and clarifications: privacy@polito.it; the data protection officer of the Politecnico can be contacted at: dpo@polito.it;
- for the Company the data controller is _____, with offices in _____. Contact details are PEC: _____.

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.

15. 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.

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.

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

16. This agreement is regulated by Italian law. For anything that is not specifically indicated in this agreement, the provisions included in current regulations on the subject remain in force, since they are compatible.

17. Any disputes concerning the interpretation or execution of this agreement will be defined amicably between the parties. 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 termination of the contract, is the Court of Turin.

Please send to the Principal the statement of acceptance of the above-mentioned bid for expenses under the conditions indicated above.

Date, _____

(official stamp and signature of the person in charge for the Principal)

**ACCEPTANCE OF PARTICIPATION IN EXPENSES FOR RESEARCH ACTIVITIES (*Or:*
EDUCATION)**

(facsimile of acceptance to send to the Department, with a separate note)

To: Company/Institution

Subject: Your note no. _____ dated _____ regarding the request to participate in the expenses related to

In reply to your note, as per the subject, we would like to confirm the interest of this Department in accepting your participation and accepting the conditions indicated in the same note.

Turin, _____

Head of the Scientific Division

(_____)

Head of the Department

(_____)