Annex 4.2.d

Departmental Convention for collaboration on specific projects/single topics with Companies

This outline governs the execution of joint activities between the Politecnico and one or more companies with the aim of jointly carrying out a specific activity or project, namely the creation of a multiple year partnership regarding a specific area pertaining to the Department.

The Departmental Convention defines the commitments of the parties in the framework of the partnership and also governs the ways in which it will be implemented.

CONVENTION

Between

the Politecnico di Torino, Tax Code no. 00518460019, hereinafter the "Politecnico", represented by the Head of the Department ______ Prof. ______, born in ______ on _____, domiciled for this act at the headquarters of the Institution 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) _____, hereinafter the "Company", represented by _____, born in _____ on ____, domiciled for this post at the headquarters of the Company.

The Politecnico and the Company are also known individually as the "Party" and jointly as the "Parties"

Given that¹

- a. The Politecnico and the Company intend to establish a stable partnership in which the study and research activities and technology transfer carried out by the Politecnico can supplement the corresponding activities developed by the Company with the use of qualified resources and appropriate tools.
- b. (*Potential*) Some forms of partnership have already been carried out by the Politecnico and the Company including, by way of example ______.
- c. (*Potential, for conventions which include partnerships in the educational field*) The Company may contribute to the educational activities of the Politecnico both in terms of providing its employees and by offering practical applications for specific studies such as, dissertations, as well as places for internships and promoting complementary educational activities to supplement the academic and professional training of the students, with the additional aim of providing them with the opportunity of gaining a better knowledge of the employment market.
- d. (*Potential, for conventions which include partnerships in the educational field*) With the aim of providing highly qualified operators for production areas, the Company is interested in working with the Politecnico to promote postgraduate research degrees in the field ______.

¹ The introduction is to be considered a substantial part of the agreement and must be completed and integrated by providing, on a case-by-case basis, any useful information to support the motivations, purposes and the widest legal and substantial framework of the convention.

In light of the aforesaid, which is deemed to be an integral and substantial part of this Convention, the parties agree and specify as follows:

Article 1 – Definitions

- ^{1.} For the purposes of this Convention, the following expressions have been given the following meaning:
 - a. "**Implementing Agreement**": indicates the different types of agreements provided by the "Regulations of conventions and contracts for partnership activities or on behalf of third parties" of the Politecnico di Torino, which are used to implement the activities and agreements covered by the Convention.
 - b. "**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 Convention.
 - c. "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.
 - d. "Industrial Property Rights": indicates the rules laid down by Leg. Dec. no. 30 of February 10 2005, 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, denominations of origin, works of industrial design, inventions, utility models, topographies of semiconductor products, classified corporate information (know how), and new plant varieties.
 - e. "Intellectual Property Rights": indicates the rules laid down 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.
 - f. "**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 Convention and by reason thereof, regardless of whether they could form the subject matter of ownership rights or not.

Article 2 – Purpose of the Convention

- ^{1.} The Politecnico and the Company intend to establish a close link between the academic and business sectors by implementing various forms of collaboration concerning specific studies and research (*potential*: "training and educational") and specific consultancy services for specific problems.
- ^{2.} The activities referred to in articles 3 and 4 and any other forms of collaboration will be defined, on a case-by-case basis, by drafting dedicated Implementing Agreements as provided for under the

"Regulations of conventions and contracts for partnership activities or on behalf of third parties" of the Politecnico which will refer to this Convention.

Article 3 – Subject of the partnership for research and consultancy activities

- ^{1.} The Politecnico and the Company will foster a mutual partnership in research in the areas of ______; these partnerships may be carried out, via specific agreements, in the forms indicated below:
 - a. partnerships for studies and research for which a medium/long-term duration is envisaged and a substantial use of resources;
 - b. technical and scientific consultancy services focused on specific fields or concerning contingent problems to be solved in the short term and with a limited use of resources;
 - c. research contracts assigned by the Company to the Politecnico;
 - d. joint participation in national and/or international research programmes;
 - e. support for research initiatives and innovations, funded by the Politecnico, through the granting of sponsorships by the Company.

Article 4 (Potential) - Subject of the partnership for educational and training activities

- ^{1.} The Company states its willingness to offer support through specific agreements for the following activities:
 - a. the development of dissertations, projects and degree papers;
 - b. the organisation of visits and internships aimed at students;
 - c. the organisation of conferences, debates and seminars;
 - d. collaboration in developing and promoting activities of joint interest through National and international networks of which the Politecnico and the Company are a part:
 - e. for the staff of the Politecnico, the possibility to access the Company's library and consult books and scientific literature where available, in compliance with the provisions of paragraph 7 hereinbelow.
- ^{2.} The internships will be governed by dedicated Conventions drafted according current legislation and in line with the outlines in force at the Politecnico di Torino.
- ^{3.} The Company is also willing, following specific agreements, to:
 - a. allow use of its laboratories to carry out the research in compliance with the provisions of article
 7 hereinbelow;
 - b. fund additional postgraduate places with research programmes in the field

c. fund study grants and/or research allowances;

- d. support educational and training initiatives, funded by the Politecnico, through the granting of sponsorships.
- ^{4.} The Politecnico, through involvement of its own staff, and with the consent of the Heads of Departments to whom the staff belong, is willing to:
 - a. allow the Company's staff to access the Department libraries of the Politecnico and consult the books and scientific literature where available;
 - b. present topics for monographs and dissertations to those students who are interested, on topics pertinent to the Company.
- ^{5.} The Company and the Politecnico also state their interest in working together, and possibly with third parties, on the following issues:
 - a. the implementation of refresher and re-training courses for engineers and/or architects;
 - b. the creation of supplementary courses for new undergraduates;
 - c. the creation of university Masters programmes;
 - d. the preparation and execution of seminars on cutting-edge issues.

The above-mentioned activities will be planned on an annual basis and may be subject to the drafting of specific agreements in which the methods and conditions, including economic conditions, for this support will also be defined.

Article 5 – Persons in charge

- ^{1.} The Politecnico indicates ______ as contact person and person in charge of this Convention who is tasked with managing it and the relations with the Company. Any replacement of the person in charge must be promptly communicated to the Company in writing.
- ^{2.} The Company indicates ______ as its contact person and person in charge of this Convention who is tasked with managing it and the relations with the Politecnico. Any replacement of the person in charge must be promptly communicated to the Politecnico in writing.
- ^{3.} The persons in charge of the Convention are tasked with producing a summary annual report on the activities carried out within the framework of this agreement, for its entire duration, which will be made available to the respective contact persons of the institution/heads to allow the activities to be monitored and assessed.
- ^{4.} All communication and technical documentation regarding this Convention must be transmitted to the above-mentioned persons in charge at the following addresses:
 - for the Company _____; [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 6 – Duration and Renewal

^{1.} This Convention has a duration of 3 years from the date it was entered into and can be renewed upon expiry by an exchange of letters between the parties.

Article 7 – Access to facilities and use of equipment

^{1.} Should it be necessary, the Company will allow the staff of the Politecnico, tasked with carrying out the activity access to its 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 regulations in force at the sites, in compliance and observance of the applicable standards of protection, health and safety therein.

Article 8 - 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
 - Company Prevention and Protection Service,

Article 9 – Financial obligations

- ^{1.} The promotion and execution of the partnership activities covered by this Convention do not involve the Exchange of money or any other benefit between the Parties. Each Party will bear the costs and expenses arising from the activities included in the Convention.
- ^{2.} Any additional expenses will be defined in the individual Implementing Agreements, referred to in art. 1, which identify the organisational structure(s) of each Party to which these expenses are attributed, subject to verification of the existence and availability of such funds.

Article 10 – Ownership of Industrial and Intellectual Property Rights

- ^{1.} Ownership of the Industrial and Intellectual Property Rights regarding computer programmes and works of industrial design, to the Results, arising from the activities carried out by the Parties in implementation this Convention, shall be governed in accordance with the agreement established in this article.
- ^{2.} In the event that, during the execution of the activities carried out by the Parties in implementing this Convention, Results are achieved which form the basis of ownership rights, the Parties will adhere to the following provisions.

- ^{3.} Ownership of the Industrial Property Rights to the Results, as well as the Intellectual Property Rights regarding computer programmes and works of industrial design, achieved in implementing the activities carried out in partnership with the Parties, will be governed as follows, depending on whether
 - a) the Results have been achieved exclusively by the staff of one of the Parties;
 - b) the Results have been achieved jointly by the staff of both Parties.
- ^{4.} In the case of Results achieved exclusively by the staff of one of the two Parties, the Ownership of the Industrial Property Rights, as well as the Intellectual Property Rights regarding computer programmes and works of industrial design will belong to the Party that achieved them.
- ^{5.} In the case of Results achieved jointly by the staff of both Parties, the Ownership of the Industrial Property Rights, as well as the Intellectual Property Rights regarding computer programmes and works of industrial design will belong jointly to both the Parties in equal measure, unless it is possible to agree, in writing, to a change in the share of joint ownership, in consideration of the contributions of each of the parties in the invention, without prejudice to the acknowledgement of the moral rights of each inventor in accordance with current legislation.
- ^{6.} The Parties undertake to promptly communicate the achievement of any Results that may give rise to any Property Rights and will collaborate in assessing the existence of the necessary requirements for patenting/registration of these Results.
- ^{7.} Should the Parties jointly agree to proceed in safeguarding the Results, the request for property rights will be jointly registered between them. The Parties will agree, in a separate document, the specific regulations regarding the way in which the joint rights will be managed, with the understanding that all expenses and costs will be equally shared between the Parties, namely in proportion to the shares of ownership of each Party to the rights referred to in paragraph 5.
- ^{8.} Should the Company not be interested in filing an application for property rights, then it will communicate this in writing to the Politecnico within 30 days of communication of the Results.
- ^{9.} In the case referred to in the previous paragraph 8, the Politecnico will have the option of obtaining from the Company transfer free of charge of the share of ownership of its Industrial and Intellectual Property Rights related computer programmes and works of industrial design on the Results which will be formalized in an specific written document between the Parties. The Politecnico may then independently assess the opportunity to proceed, at its own responsibility and costs, with patenting/registration of the transferred Results, without prejudice to the moral right of each inventor to be recognised as the author of the Results.
- ^{10.} In any case, should the activities carried out in executing this Convention fall within the framework of projects eligible for regional, national or supranational funding, the regulations for allocating and managing the Industrial and Intellectual Property Rights related computer programmes and works of industrial design to the Results, if different, will take precedence over that included in this Convention.

Article 11 – Access to the Results and knowledge

- ^{1.} Upon completion of the Partnership-based activity carried out by the Parties in executing this Convention, the Company may access the Industrial and Intellectual Property Rights related computer programmes and works of industrial design to the Results owned by the Politecnico and/or Background owned by the latter, or may exclusively access the Industrial and Intellectual Property Rights related computer programmes and works of industrial design in joint ownership, upon payment of the respective market value.
- ^{2.} Each Party is owner of the Industrial and Intellectual Property Rights for its own Background and its own Sideground.
- ^{3.} The Parties agree that nothing referred to in this Convention implies, either directly or indirectly, the transfer of any right regarding its own Background or its own Sideground.
- ^{4.} Without prejudice to the provision of article 13, the Parties mutually recognise the non-exclusive right to use, free of charge, each other's respective Backgrounds within the scope of the activity endorsed by this Convention and for the purpose of its execution. This right is granted, only for the duration of this Convention, with the express prohibition of sublicensing or transferring it to third parties for any reason.
- ^{5.} Neither Party's Sideground may be used by the other Party without express written authorisation of the owner.

Article 12 – Disclosure and Publication of the Results

- ^{1.} The Company may disclose and publish, with prior authorisation from the Politecnico, any Results which may give rise to property rights, to the extent that such disclosure does not prejudice any possibility of safeguarding the Results and in respect of the obligations of confidentiality referred to in art. 13.
- ^{2.} The Politecnico may disclose and publish, with prior authorisation from the Company, any Results which may give rise to property rights, provided that such disclosure does not prejudice any possibility of safeguarding the Results and in respect of the obligations of confidentiality referred to in art. 13. To that end, the Politecnico must specifically request the authorisation of the Company, by sending a copy of what it intends to publish. The Company's consent will be tacitly granted after 30 days of receiving the request for authorisation of disclosure.
- ^{3.} The Parties may freely disclose and publish the Results that do not give rise to property rights.

Article 13 – Use of distinctive signs of the Parties

- ^{1.} This Agreement, in keeping with the Implementing Agreements in which the partnership between the Parties will be endorsed, does not grant the Parties the right to use any distinctive signs of the other Party
- ^{2.} The use of the distinctive signs of the Politecnico may be permitted only upon prior written authorisation by the same, according to the procedures governed in the applicable internal regulations.

Article 14 – Confidentiality

- ^{1.} The Parties undertake to notify, on a case-by-case basis, any information to be considered confidential which may be exchanged in executing this Convention and whose disclosure is subject to prior written authorisation.
- ^{2.} The Parties, therefore, undertake, for the entire duration of this Agreement and for an additional period of 5 (five) years:
 - a) 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;
 - b) not to use, in whole or in part, directly or indirectly, any confidential information communicated to them by the other Party for purposes differing from those included in this Convention;
 - c) to employ every appropriate means and take 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, files, acts, documents, lists, notes, drawings, diagrams, correspondence and/or any other material containing one or more pieces of confidential information;
 - e) to immediately return or 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 collaboration and who, in turn, have assumed an obligation of confidentiality in compliance with the provisions of this Convention.
- ^{4.} The Parties mutually agree that under no circumstances can the following be considered confidential information:
 - a) any information for which proof can be given that, at the time of communication, it was generally known or easily accessible to third parties;
 - b) 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 this Convention, 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;
 - c) 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;
 - d) any information that a Party can demonstrate was in its legitimate possession regardless of the relationship of collaboration;

e) any information that a Party must communicate or make accessible to fulfil general principles of law or regulations as well as an order given by the Public Authority.

Article 15 – 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, 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:

^{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 16 – Withdrawal and termination

- ^{1.} The Parties have the option of withdrawing from this Convention 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
- ^{2.} Withdrawal or mutual termination only have effect in the future and do not affect the part of the Convention that has already been fulfilled.
- ^{3.} In the event of withdrawal in accordance with the previous paragraph, the Company is liable to the Politecnico for the expenses incurred and for those pledged, concerning the programme, until communication of the withdrawal is received. Any expenses incurred or pledged must be proven by sending the relevant documentation from the Politecnico to the Company.
- ^{4.} In accordance with art. 1456 of the Italian Civil Code, this Convention will be rescinded by law in the following cases:
 - a. breach of the obligations of confidentiality;
 - b. Unilateral modification not agreed upon of the activity in question;
 - c. Default or failure to transfer funds where envisaged by the Company

The Party concerned must communicate its intention to avail itself of this clause by registered letter with notification of receipt or PEC.

In the event of termination of the Convention under this clause or, alternatively, termination for breach by the Company, the latter is required not only to reimburse the expenses incurred and pledged by the Politecnico, but also to acknowledge the greater damage endured by the latter.

Article 17 – Force Majure 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

Art. 18 – Applicable laws and disputes

- ^{1.} This Convention is regulated by Italian law. For anything that is not specifically indicated, the provisions included in current regulations on the subject, remain in force as far as they are compatible. The Parties, in fulfilling their respective obligations arising from this Convention, must observe and respect the provisions of the Code of Ethics.
- ^{2.} Any disputes concerning the interpretation or execution of this Convention will be defined 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 contract, is the Court of Turin.

Article 19 – Registration and expenses

- ^{1.} This Convention is drafted in two original copies, one of each kept by each Party.
- ^{2.} This Convention 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 cost of the stamp duty for this agreement shall be borne by the Parties in equal measure.

Turin, _____

FOR THE POLITECNICO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

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 6 (Duration and Renewal), 10 (Ownership of Industrial and Intellectual Property Rights), 11 (Access to the Results and knowledge), 12 (Disclosure and Publication of the Results), 13 (Use

of distinctive signs of the Parties), 14 (Confidentiality), 16 (Withdrawal and termination), 17 (Force Majure clause) and 18 (Applicable laws and disputes).

FOR THE POLITECNICO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

FOR THE COMPANY ______ THE LEGAL REPRESENTATIVE

(_____)