

PARTNERSHIP AGREEMENT

between

Politecnico di Torino, Tax Code no. 00518460019, represented by the Rector pro tempore, Prof. _____, born in _____ on _____, domiciled, for the purposes of this act at the headquarters of the Institution in Turin, in Corso Duca degli Abruzzi no. 24, and authorised to draft this document by the Board of Directors with the resolution dated _____ (hereinafter known as the “Politecnico”),

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 (hereinafter known as the “Company”),

Politecnico and the Company hereinafter also known, individually, as the “Party” or, jointly, as the “Parties”

Given that

- a. Politecnico is a research university whose primary purposes are progress in scientific and technological research and higher education in their necessary integration; it also pursues its role in the development process of society, also through technological transfer and services to the territory
- b. Politecnico, as research university, promotes fundamental and applied research and encourages the generation and development of processes based on knowledge through interaction with public and private actors operating in the area, contributing to the creation and transfer of knowledge
- c. the objectives outlined above are fulfilled through the ability to adopt a system on the cutting-edge of research, training, technology transfer and dissemination of knowledge in the areas of excellence in Politecnico and in the territory’s socio-economic system, but also nationally and internationally
- d. Politecnico intends, therefore, to intensify partnerships with private parties, locally, nationally and internationally with a view to encouraging the development of projects in partnerships of mutual interest
- e. *(optional statement to include if a partnership has already been established)* The Company _____ has already collaborated with Politecnico in numerous initiatives such as study and research, training activities, internships, etc. _____;
- f. *(statement to be adapted)* The Company and Politecnico intend to build on the experience gained thus far by initiating a long-term strategic partnership on research projects _____;
- g. The Company may also contribute to the training activities of Politecnico by offering practical applications for specific studies such as dissertations, internships etc.---

**In view of all this, which constitutes an integral part of this Agreement,
the Parties, as indicated above, agree and specify as follows**

Article 1 – Definitions

- ¹ For the purposes of this contract, the expressions below have been given the following meaning:
- a. “**Implementation Contract**”: indicates the different forms of the agreement, envisaged by the Regulations “Conventions and contracts for activities in collaboration or on behalf of third parties of Politecnico”, hereinafter for brevity “Regulations” which are used to implement the activities and the agreements covered by the partnership.
 - b. “**Commissioned Activity**”: indicates the activity, carried out by the staff, pertaining to Politecnico, making use of the equipment, facilities and resources, administered by Politecnico within the scope of the tasks initiated by the Company and defined by the contracts drafted when executing this Agreement and in compliance with Regulations.
 - c. “**Partnership-based activities**”: indicates the activity implemented by this Agreement in new innovative and experimental research areas, carried out in collaboration between the Parties to reach a common objective using resources provided by both Parties.
 - d. “**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
 - e. “**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 when it is being executed
 - f. “**Industrial and Intellectual Property Rights**”¹: indicates the rules laid down by Leg. Dec. no. 30 of February 10 2005 and subsequent amendments “Codice di Proprietà Industriale” (for brevity C.P.I.) concerning brands and other distinctive signs, in actual existence, geographical indications, designs and models, inventions, including biotechnological ones, utility models, topographies of semiconductor products, confidential company information (know-how), to trade secrets, to new plant varieties, as well as all 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 for literature, music, figurative art, architecture, theatre and cinematography, including computer programmes, databases and works of industrial design.
 - g. “**Result**”: indicates all goods, both tangible and intangible, as well as all knowledge or information obtained by carrying out research activities covered by this contract and by reason thereof.

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.

Article 2 – Purpose of the Agreement

1. The Company and Politecnico, with the agreement, intend to define the contents of a partnership aimed at carrying out research activities, technological development and innovation as well as educational and training activities, within the scientific sectors of joint interest identified in Annex 1 of this Agreement.
2. The Company and Politecnico recognizing the strategic importance of the internationalization of research and training activities—propose to identify common actions to define the network of relations at an international level even through the organization of institutional events in partnership with other organisations in the territory, in order to promote scientific, technological and entrepreneurial culture at local level.

Article 3 –Research, development and innovation activities subject of the Agreement

1. By signing this Agreement, Politecnico and Company undertake to carry out research, development and innovation activities in the areas jointly identified and indicated as indicated in detail in Annex 1. It is understood that, during the period of validity of this Agreement, the parties may mutually update this annex, modifying it and/or integrating it with the indication of further research topics of joint interest.
2. The specific activities will be defined from time to time through the signing of specific Implementation Contracts stipulated between Politecnico and the Company on the basis of the format provided in Annex 2 to the Agreement. In these Implementation Contracts, the object of the service and the expected results will be precisely defined, the methods of execution of the activities, the duration, the amount and the methods of disbursement of the fees/financing, as well as all aspects connected to the specificities of each individual activity and necessary for their correct execution; these Implementation Contracts will be governed in priority by the clauses of this Agreement, in particular with regard to the articles. 9 and 10.

This partnership, for the activities referred to in this article may be carried out, by way of example and not exhaustively, through the following forms:

- a. joint participation in regional, national, European and international tenders and research programmes, with particular focus on EC Programmes;
- b. collaboration in developing and promoting activities of mutual interest through national and international networks to which Politecnico and the Company participate
- c. promotion of the culture of innovation management and of activities to disseminate scientific and technological culture in the territory even through organization of events in partnership with other institutions in the territory;
- d. support for research and innovation initiatives, funded by Politecnico, through sponsorship by the Company.

The specific activities will be governed from time to time by specific contracts/agreements between the Parties, stipulated in compliance with the applicable laws and internal regulations of Politecnico di Torino

Article 4 – Educational, advanced training and lifelong learning activities subject of the Agreement

1. The Company undertakes to offer its support 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, seminars, testimonies and interventions on ad hoc topics by the lecturers of Politecnico and the managers of the Company;
 - d. allow the staff of Politecnico to access its libraries and the possibility of consulting books and scientific literature where available in compliance with the provisions of article 7 hereinbelow.
2. The Company is also willing to:
 - a. fund additional postgraduate places on research programmes, providing access to its laboratories for postgraduate research work in compliance with the provision of article 7 hereinbelow;
 - b. fund study grants and/or research allowances, work in partnership on the planning of university Master's programmes and/or supplementary courses for new graduates;
 - c. prepare and hold seminars on cutting-edge topics, on a case-by-case basis, jointly agreed upon by the Parties;
 - d. support educational or training activities, funded by Politecnico, by granting sponsorship.
 - e. support the conduct of innovative teaching activities of Politecnico di Torino having as their subject specific Challenges, carried out mainly at the CLIK - Connection Lab and Innovation Kitchen, as part of Politecnico di Torino's initiative called "Challenge@Polito" ("Challenge").
3. The specific activities will be governed from time to time by specific contracts/agreements between the Parties, stipulated in compliance with the applicable laws and internal regulations of Politecnico di Torino

Article 5 – Steering Committee

1. With this Agreement, the Parties agree to set up a dedicated Steering Committee that will remain in place throughout the execution of this Agreement, consisting, for Politecnico, by the Vice Rector for Scientific and Technological Innovation pro tempore, the Vice Rector for Research Model and Infrastructure Development pro tempore and by Prof. _____, scientific referent of the Agreement, while for the Company by _____. The Steering Committee will have the task of identifying the strategic goals of the partnership and providing general guidelines
2. If necessary, the Parties may establish specific technical-scientific committees in relation to certain research sectors covered by future Implementation Contracts.
3. Unless otherwise agreed subsequently, each Party will bear the costs and expenses for the activity of its members in the Committee.

Article 6 – Access to facilities and use of equipment

1. Should it be necessary, the Company will allow the staff of Politecnico, tasked with carrying out the activities, access to its own facilities, 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 of the applicable standards of protection, health and safety therein.

In the same way, should it be necessary, Politecnico will allow the staff of the Company access to its facilities, as well as its laboratory equipment, identified on a case-by-case basis, 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.

(The following may be added in addition)

At the same time, Politecnico will allow the staff of the Company, tasked with carrying out the activities, access to its own facilities, 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 of the applicable standards of protection, health and safety therein.

Article 7 - 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 Agreement 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 Agreement, 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 Agreement 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 mail: servizio.prevenzione@polito.it
 - Company - Prevention and Protection Service,

Article 8 – Ownership of Industrial and Intellectual Property Rights to the Results arising from Commissioned Activities

1. The parties undertake to promptly communicate any Results achieved that may give rise to Industrial and Intellectual Property Rights within 30 days of achieving them and to collaborate in assessing the existence of the necessary requirements for patenting/registration of these Results.
2. The Industrial and Intellectual Property Rights for Results achieved by the inventor within the scope of the commissioned research covered by this contract will belong to the parties in equal measure, unless it is possible to agree, in writing, once the results have been achieved or during the activity, 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.
3. The parties will agree in a separate document the specific rules for governing the methods of managing the joint-ownership rights or the granting of the use or the transfer of its share of ownership to the other Party. Anyway, Politecnico will be able to use Results for educational and research purposes.

(in the alternative, if the other party does not accept the previous formulation, replace paragraph 3 as follows)

Any patent application shall be filed jointly by the Parties, at the Company's expense. Each Party shall provide the necessary support for the drafting of the patent application and the names of its inventors, and undertake to sign, or have them sign, any and all deeds necessary for the completion of the patent application. Once the patent application has been filed, the Company shall promptly notify Politecnico in writing. Within 60 days from the receipt of said communication, Politecnico undertakes to transfer its

ownership share at market price, through the signing of a specific deed of transfer². The Parties hereby agree that all the costs relating to the aforesaid transfer, including the transcription, shall be borne exclusively by the Company. The Company undertakes to apply to the Italian Patent and Trademark Office, or to a similar body, for the transcription of the deed of assignment of the title of Politecnico only after the publication of the patent. Until the title is transferred, the Company shall be guaranteed the exclusive exploitation of the rights referred to in paragraph 2. However, Politecnico may always use the Results for teaching and research purposes.

4. If the Company has no interest in filing the application, it shall notify Politecnico in writing within 30 days from the communication of the Results. In this case, Politecnico shall have the right to obtain from the Company the assignment free of charge of its share of ownership of the Industrial and Intellectual Property Rights on the Results, which shall be formalised with a suitable written deed between the Parties. Politecnico may subsequently assess in full autonomy the opportunity to proceed, at its own care and expense, with the patenting/registration of the transferred Results, without prejudice to the moral right of each inventor to be recognised as the author of the Results.
5. It is understood between the Parties that the provisions of this Article shall also apply to the Implementation Contracts.

Article 9 – Ownership of Industrial and Intellectual Property Rights to the Results arising from Partnership-based Activities

1. The Industrial and Intellectual Property Rights for Results, arising from the Partnership-based Activities carried out when implementing this Agreement shall be governed as follows, depending on whether:
 - a) the Results have been achieved exclusively by the staff of one of the two Parties;
 - b) the Results have been achieved jointly by the staff of both Parties.
2. In the case of Results achieved exclusively by the staff of one of the two Parties
The Ownership of the Industrial and Intellectual Property Rights will belong to the Party that achieved them. It will be vested in the party that has obtained it, which will have the right to proceed independently with the filing of the application for a design right on the results and bear the costs thereof
3. In the case of Results achieved jointly by the staff of both Parties,
The Ownership of the Industrial and Intellectual Property Rights made by the Inventor in the performance of the Collaborative Activities, which shall be the subject of this agreement, shall belong jointly to the Parties in equal shares, without prejudice to the possibility to agree in writing once the Results have been achieved or during the course of the activities to change the co-ownership shares, taking into account the

² In the event a consideration for the transfer of the share of the Politecnico is already determined, add the following sentence: "In particular, for the transfer of the share of the Politecnico, the Company undertakes to pay to the University an amount equal to € 10,000.00 + VAT for each application up to a maximum of the first two applications relating to each single contract stipulated within the framework of this Agreement. Until the transfer of the title, the Company shall be guaranteed the exclusive exploitation of the rights referred to in paragraph 2. However, the Polytechnic may always use the Results for teaching and research purposes.

contributions of each Party to the inventive activity, without prejudice to the acknowledgement of the moral rights of each inventor in accordance with current legislation.

4. The Parties undertake to promptly notify each other of the attainment of Results susceptible to be the subject of Industrial and Intellectual Property Rights, within 30 days of their attainment and to cooperate in the assessment of the existence of the necessary requirements for the patenting/registration of the Results.
5. The Parties shall agree with a separate deed the specific discipline regarding the modalities of management of the rights in co-ownership or the possible concession of the use or transfer of the ownership share to the other Party. It is understood that Politecnico may always use the Results for teaching and research purposes. **(in the alternative, if the Company so requests, replace comma. 5)** *Any patent applications shall be filed jointly by the Parties, at the Company's care and expense. Each Party shall provide the necessary support for the drafting of the patent application and the names of its inventors, undertaking to sign or have them sign any and all deeds necessary for the completion of the patent application. Once the patent application has been filed, the Company shall promptly notify Politecnico in writing. Within 60 days from receipt of said communication, Politecnico undertakes to transfer its ownership share at market price, through the signing of a specific deed of transfer³. The Parties hereby agree that all the costs relating to the aforesaid transfer, including the transcription, shall be borne exclusively by the Company. The Company undertakes to apply to the Italian Patent and Trademark Office, or to a similar body, for the transcription of the deed of assignment of Politecnico's ownership share only after the publication of the patent. Until the transfer of the title, the Company shall be guaranteed the exclusive exploitation of the rights referred to in paragraph 3. However, Politecnico may always use the Results for teaching and research purposes*
6. If the Company has no interest in filing the application, it shall notify Politecnico in writing within 30 days from the communication of the Results. In this case, Politecnico shall have the right to obtain from the Company the assignment free of charge of its share of ownership of the Industrial and Intellectual Property Rights relative to the computer programs and industrial design works on the Results, which shall be formalised with a suitable written deed between the Parties. Politecnico may subsequently assess in full autonomy the advisability of proceeding, at its own care and expense, with the patenting/registration of the transferred Results, without prejudice to the moral right of each inventor to be recognised as the author of the Results.
7. In any case, should the activities carried out in executing this Agreement fall within the framework of projects eligible for regional, national or supranational funding, the regulations for allocating and managing

³ In the event a consideration for the transfer of the share of the Politecnico is already determined, add the following sentence: "In particular, for the transfer of the share of the Politecnico, the Company undertakes to pay to the University an amount equal to € 15,000.00 + VAT for each application up to a maximum of the first two applications relating to each single contract stipulated within the framework of this Agreement. Until the transfer of the title, the Company shall be guaranteed the exclusive exploitation of the rights referred to in paragraph 2. However, the Polytechnic may always use the Results for teaching and research purposes."

the Industrial and Intellectual Property Rights on the Results, if different, shall prevail over those contained in this Agreement.

8. It is understood between the Parties that the provisions of this Article shall also apply to the Implementation Contracts.

Article 10 - Background and Sideground regulation

1. Each Party is the owner of the Industrial and Intellectual Property Rights relating to its Background and Sideground. The Parties agree that nothing included in this Agreement implies, directly or indirectly, the transfer of any right regarding its own Background and its own Sideground.
2. Without prejudice to the provisions of paragraph 1, and in accordance with Article 13 below the Parties mutually recognise, without charge, their non-exclusive right to use their respective Backgrounds within the scope of the relationship covered by this Agreement and for the performance of the activities contemplated therein. 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 11 – Disclosure and Publication of the Results

1. Each Party may disclose and publish, subject to the consent of the other Party, the Results that may be the subject of a patent, even if not titled, to the extent that such use does not prejudice the possibility of protecting the Results and in compliance with the confidentiality obligations referred to in Article 13. To this end, the Party concerned shall expressly request authorisation from the other Party, forwarding a copy of what it intends to publish/disclose. Consent shall be deemed to be tacitly granted, 30 days having elapsed without effect from receipt of the request for authorisation to disclose/publicate.
2. The Parties may freely disclose and publish the Results that do not give rise to property rights, even if not titled, in compliance with the confidentiality obligations set forth in Article 13.

Article 12 – Use of distinctive signs of the Parties

1. The Parties will be able to use their respective distinctive signs on their institutional websites only to make known the existence of this Agreement and only for the validity period of it.
2. Without prejudice of the first subparagraph of this article, the Agreement, like the Implementation Contracts 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.
3. The use of the distinctive signs of Politecnico may be permitted only upon prior written authorisation by the same, according to the procedures governed in the applicable internal regulations.

Article 13 – 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 agreement 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 the current Agreement;
 - 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;
 - d) not to duplicate, copy, reproduce, record or otherwise represent, unless required for the execution of this Agreement or unless express consent is given by the party that has the right thereof, 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 Agreement, 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 Agreement.
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 Agreement, 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 the general principles of law or regulations, as well as an order given by the Public Authority.

Article 14 – 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")⁴.
2. The Parties, each within the scope of its own purposes pursued by this Agreement and unless the specific activities to be defined by the Implementing Agreements configure them otherwise⁵, act as autonomous Data Controllers and undertake to provide the data subjects, pursuant to Article 13 of the GDPR, with all the information concerning the processing operations carried out by each of them
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: purpose of the Agreement and research topics, the name of the client, the economic value of the Agreement.

Article 15 – Duration and Renewal

1. This Agreement shall last for _____ years, starting from the date of its conclusion, and may be renewed on expiry by signing a new Agreement.
2. In the event that within the first two years from the stipulation of this Agreement the Parties do not implement any activity through the stipulation of Implementation Contracts, the Partnership Agreement

⁴ 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."

⁵ If there is a different qualification of the Parties (Data Processor pursuant to Art. 28 GDPR or Joint Processor pursuant to Art. 26 GDPR), the relationship will have to be specifically regulated within this Agreement.

shall cease to be effective and shall therefore be deemed terminated by mutual consent, without the need for any communication between the Parties.

Article 16 – Withdrawal and termination

3. The Parties have the option of withdrawing from this Agreement only for justifiable reasons or terminating it by mutual consent. Withdrawal must be made in writing to be sent to the other Party by registered letter with notification of receipt or PEC (certified email), with a minimum notice of 30 days.
4. In the event of withdrawal in accordance with the previous paragraph, the Company is liable to Politecnico for any expenses incurred and for those pledged, in relation to the activities related to the Agreement, until communication of the withdrawal is received. Any expenses incurred or pledged must be proven by sending the relevant documentation from Politecnico to the Company.
5. 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. Unilateral modification not agreed upon of the activity in question
 - c. Default by the Company with specific reference to the commitments, including monetary commitments, referred to in Annex 1.
 - d. Final impossibility of performance of the obligation, including due to force majeure.

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

It is understood that, in the event of termination for breach by the Company, the latter shall be obliged, in addition to the reimbursement of the expenses incurred and committed by Politecnico, to acknowledge the greater damage endured by the latter

Article 17 – 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 notify the other Party of the occurrence of the circumstances of force majeure by registered letter with return receipt or PEC (Certified Electronic Mail). In this case the Agreement may be terminated pursuant to the preceding article.

Article 18 – 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 their respective Code of Ethics.
2. The Parties undertake to act with full respect for human and fundamental rights of research integrity, as defined in particular in the Manifesto for Research Integrity (<https://www.polito.it/ateneo/chiamo/statuto-e-regolamenti>).
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 18 – Registration and expenses

1. This Agreement is drafted by private writing in electronic format and by affixing the digital signature of the Parties.
2. This Agreement 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 Agreement 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 Agreement shall be borne by the Parties in equal measure. The Company undertakes to refund the stamp duty for € _____ to Politecnico, by bank transfer using the following coordinates IT51N0200801160000002551101, within 30 days of the signature of this Agreement, by inserting the reason "Partnership Agreement between _____ and Politecnico di Torino".

Article 19 - Communications

5. All communications relating to this Agreement shall be addressed or delivered to the following addresses:
 - For Politecnico di Torino, _____
Address: Corso Duca degli Abruzzi n. 24 - 10129 Torino
Mail: contratti@polito.it; PEC: politecnicoditorino@pec.polito.it
 - For the Company
Address: _____

E-Mail: _____; PEC: _____

Turin, _____

FOR POLITECNICO
THE RECTOR

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 8 (Ownership of Industrial and Intellectual Property Rights in the Results of Commissioned Activities), 9 (Ownership of Industrial and Intellectual Property Rights arising from Commissioned Activities), 10 (Background and Sideground regulation), 11 (Disclosure and Publication of the Results), 12 (Use of distinctive signs of the Parties), 13 (Confidentiality), 15 (Duration and Renewal), 16 (Withdrawal and termination), 17 (Force Majeure clause) and 18 (Applicable laws and disputes).

FOR POLITECNICO
THE RECTOR

FOR THE COMPANY _____
THE LEGAL REPRESENTATIVE

ANNEX 1

TOPICS FOR RESEARCH AND DEVELOPMENT OF MUTUAL INTEREST TO THE PARTIES

INTRODUCTION

This annex is divided into a paragraph A) in which the areas of research are described for which an agreement may be reached for the Research Projects for the duration of the Agreement, a paragraph B) in which the assumptions for the research programmes already agreed upon between the Parties are indicated, and a paragraph C) in which the estimated value of funds earmarked for Politecnico by the Company for the activities that the latter intends to award to/fund Politecnico for the entire duration of the Agreement by signing subsequent Implementation Contracts in the form and by the methods covered by the agreement itself, including, by way of example, but not limited to, by the granting of research contracts and funding of Postgraduate grants.

The Parties may later jointly identify additional areas of research and redefine the economic values for carrying out the research and consultancy activities awarded to Politecnico.

The Research Projects may be carried out by staff employed by Politecnico or by consultants, research fellows, postgraduate students, grantees and students writing their dissertations from Politecnico or jointly by these persons and the staff of the Company, and may be carried out using the experimental and computing equipment of one or both the partners.

A) AREAS OF RESEARCH

1.
2.
3.
4.
5.

B) ASSUMPTIONS FOR RESEARCH PROGRAMMES (years -)

1.
2.
3.
4.

C) TABLE PREDICTING FUNDS FOR ACTIVITIES ASSIGNED BY THE COMPANY TO POLITECNICO WITHIN THE FRAMEWORK OF THE ACTIVITIES IN THE PARTNERSHIP AGREEMENT

	Year 1	Year 2	Year 3	...	Year X
Projects on research and development topics of joint interest	€	€.....	€	€	€
Funding/co-financing doctoral scholarships	€	€.....	€	€	€
Research grants	€	€.....	€	€	€
Placement Services	€	€	€	€	€
Training of company staff	€	€	€	€	€
Challenge by Firms	€	€.....	€	€	€
Open Innovation activities (technologies from patent portfolio, spin-offs)	€	€.....	€	€	€
Student Team Sponsorship	€	€.....	€	€	€
Communication activities/events	€	€.....	€	€	€
Other (to be defined)	€	€.....	€	€	€
Space request (yes/no)	(yes/no)	(yes/no)	(yes/no)		
TOTAL	€	€.....	€	€	€

The overall amounts indicated in this table represent the commitment by the Company to provide Politecnico with the economic resources indicated, subject to the signing of the subsequent Implementation Contracts. The Parties also acknowledge that any variations to the annual amounts envisaged may be agreed in compliance with the overall multi-year commitment.

RESEARCH CONTRACT⁶

Between

Politecnico di Torino, Tax Code no. 00518460019, through the Department _____ (hereinafter, for the sake of brevity, also known as “Contracting Party”) represented by the Head of Department pro tempore, Prof. _____ (or, for Administrative contracts: “represented by _____”), born in _____ on _____, domiciled, for the purposes of 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/institution _____, Tax Code/VAT number _____, with registered offices in (city) _____, (street) _____, (hereinafter, for the sake of brevity, “Principal”) represented by _____, born in _____ on _____, domiciled for this post at the headquarters of the company/institution

Politecnico and the Company will also be jointly defined as the “Parties” and individually as the “Party”

Given that

- the Parties have signed a Partnership Agreement on (hereinafter “Partnership Agreement”) in relation to the mutual partnership for research, development and innovation in the field: _____;
- the Parties intend to enforce the partnership, referred to in the previous point, by signing this research contract in accordance with article ___ of the Partnership Agreement;

**With this private document,
the Parties, as indicated above, agree and specify as follows**

Article 1 – Subject

- ¹ The Principal entrusts the execution of the research programme with regards to _____ to the Department of Politecnico di Torino, which, in turn, accepts.

⁶ The fac simile of the research contract, as the main activity envisaged by the Partnership Agreement, is attached as an implementation contract outline. The Parties may, however, also carry out activities other than research (such as, for example, consultancy activities) in implementation of the Agreement. In this case, the template of the implementation contract shall be adapted accordingly.

2. The activities relating to the execution of the programme are listed in detail in the technical annex of this contract which constitutes an integral part therein.(Annex A)

Article 2 – Head of the Scientific Division and company contact person

1. The Contracting Party will carry out the research activity under the scientific direction of Prof. _____, who is responsible therein and for relations with the Principal and whose signature is given by agreement on this Contract. The replacement of the Head of the Scientific Division by the Contracting Party must be promptly communicated to the Principal in writing.
2. The Principal indicates Mr./Ms. _____ as company contact person for relations with the Contracting Party with regard to this contract. Any replacement of the contact person must be promptly communicated to the Contracting Party in writing.
3. All communication and technical documentation regarding this Contract must be transmitted to the above-mentioned responsible 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 3 – Economic Consideration

1. The Principal, for the activities in accordance with art. 1, 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 in the following terms:
 - First instalment for € _____ plus VAT within ____ days of signing the contract;
 - Second instalment for € _____ plus VAT within ____ days from _____;
 - _____

Article 4 – Variations to the research programme

1. Should it become necessary to make a variation to the programme itself during the execution of the research programme and the relevant activities, said modification must be agreed between the parties through an exchange of correspondence, at the addresses indicated in Article 2 above

Article 5 – External collaborations

1. When carrying out the research activities covered by this Contract, the Contracting Party is authorised to make use of personnel from outside Politecnico, including the use of research allowances or study grants. In such an event, part of the sum indicated in article 3 might be destined to external collaborators involved in carrying out specific activities related to the research programme covered by this contract.

Article 6 – Access to facilities and use of equipment

1. The Principal undertakes to supply the Contracting Party and its collaborators the necessary assistance to conduct the research.
2. Where necessary, the Company shall allow Politecnico staff in charge of carrying out the activities access to its own facilities as identified from time to time, 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.

(The following may be added, if necessary)

Similarly, should it become necessary, Politecnico may allow the Company's staff access to its own facilities as well as its own laboratory equipment, identified from time to time, 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

3. The staff of each of the contracting Parties who, by virtue of this contract, has access to the facilities and equipment of the other Party, is responsible for any damage caused to the equipment itself and to third parties.
4. The Parties guarantee insurance coverage for their own staff with regard to accidents and damage attributed to them in accordance with the rules for civil liability.
5. The use of each Party's equipment is always subject to the prior authorisation of the responsible parties

Article 7 - 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. For the purposes of the application of the provisions in force on prevention, protection and hygiene in the workplace, the Employers of both Parties undertake to provide their workers with exhaustive training and

information on health and safety in the workplace, adequate health surveillance in relation to all the risks to which the workers are exposed and to provide with respect to training obligations on the correct use of equipment and work and emergency management procedures

5. It shall be the responsibility of the Host Party to provide the Host Party's personnel with information on the specific risks present on its premises, prevention and protection measures, including emergency and evacuation procedures, training on the proper use of work equipment relevant to the activities covered by the Agreement and appropriate personal protective equipment. Whenever changes occur in the activities such as to require an update in the risk assessment, it shall be the duty of the Host Party to update the above information, communicating it to the Guest Party.
6. The Parties 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 of the Parties 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.
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 certify 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 envisaged prevention and protection measures.
9. Without prejudice to the provisions of the preceding paragraphs, the employers of Politecnico and the Company, pursuant to and for the purposes of Legislative Decree no. 81/08 as amended and supplemented, undertake in any case to promote cooperation and coordination in order to guarantee the protection of health and safety for the activities carried out by third parties on their own premises and laboratories. The exchange of information shall take place through the Prevention and Protection Services of the Parties and specifically:
 - Politecnico di Torino - Prevention and Protection Service, email servizio.prevenzione@polito.it
 - Company - Prevention and protection service,

Article 8 - Ownership of Industrial and Intellectual Property Rights

1. Ownership of the Industrial and Intellectual Property Rights is governed in accordance with articles 8 and 9 of the Partnership Agreement.

Article 9 – Background and Sideground Regulation

1. Background and Sideground Regulation is governed in accordance with article 10 of the Partnership Agreement.

Article 10 - Disclosure and Publication of the Results

1. The disclosure and publication of the Results is governed in accordance with article 11 of the Partnership Agreement.

Article 11 - Use of distinctive signs of the parties

1. The Use of distinctive signs of the Parties is governed in accordance with article 12 of the Partnership Agreement.

Article 12 – Confidentiality

1. Confidentiality of the information is regulated in accordance with article 13 of the Partnership Agreement.

Article 13 – Personal Data Processing

5. 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")⁷.
6. 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 them⁸⁻⁹.
7. 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

⁷ 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."

⁸ 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"*.

⁹ 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"*.

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: _____

8. The Company authorizes Politecnico to publish on its own website information regarding this Contract including, for example: the subject of the contract, the name of the client, the economic value of the Contract.

Article 14 – Duration and Extension

1. This Contract has a duration of _____ years/months starting from the date when it was entered into and can be extended before its expiry, by mail exchange between the Parties, in order to conclude the activities still in progress

Article 15 – 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 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. unilateral modification not agreed upon of the research programme;
 - c. default or non-payment by the Principal;
 - d. 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 the Politecnico, but also to acknowledge the greater damage endured by the latter.

Article 16 – 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 notify the other Party by registered letter with notification of receipt 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 17 – 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 18 – 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 _____¹⁰.

Turin, _____

FOR POLITECNICO DI TORINO

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 4 (Economic Consideration), 8 (Ownership of Industrial and Intellectual Property Rights), 9 (Background and Sideground Regulation), 10 (Disclosure and Publication of the Results), 12 (Confidentiality), 14 (Duration and Extension), 15 (Withdrawal and termination), 16 (Force Majure clause) and 17 (Applicable laws and disputes).

FOR POLITECNICO DI TORINO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

¹⁰ 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 the 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 "Research contract between _____ and Politecnico di Torino (insert department acronym)"

FOR THE COMPANY _____
THE LEGAL REPRESENTATIVE
(_____)