



UNIONE EUROPEA  
Fondo Sociale Europeo



Università  
di Genova

Company logo

## Scientific Collaboration Agreement

between

University of Genoa - Department of \_\_\_\_\_, located in \_\_\_*Dept. location*\_\_\_\_\_, \_\_\_*postcode*\_\_\_\_\_ Genoa, Tax ID n./VAT ID n. 00754150100, represented by Director Prof. \_\_\_\_\_, (hereinafter referred to as University)

and

\_\_\_\_\_ (*Company name*) \_\_\_\_\_, located in \_\_\_\_\_,

Tax ID n. \_\_\_\_\_,  
VAT ID n. \_\_\_\_\_, represented by its Legal Representative \_\_\_\_\_ as \_\_\_\_\_ *executive/general manager/legal representative* \_\_\_\_\_ (hereinafter *Company*)

referred to collectively as the "Parties" or individually as the "Party"

### WHEREAS

- with Ministerial Decree n. 1062 dated 10 August 2021, the Italian Ministry for Universities and Research (MUR) allocated new ESF REACT-EU resources for the signing of new research contracts on green topics and innovation topics;
- the objective of the initiative is to promote and support actions to enhance the value of human capital in the research community with specific reference to the topics of innovation, enabling technologies and the broader theme of digital, the green transition, conservation of the ecosystem, biodiversity, and the reduction of the impact of climate change. The research activities must be consistent with the trajectories defined in the National Smart Specialisation Strategy (NSSS) and in the National Research Programme (NRP);
- the University, following Ministerial Decree n. 1062, is a beneficiary of the funds from the REACT-EU, PON R&I 2014-2020, Action IV. and Action IV.6 for research contracts referred to in Law n. 240/2010, Art. 24, para. 3, letter a) (contracts for fixed-term researchers, hereinafter referred to as RTDA)
- the University, through the Department \_\_\_\_\_ has among its strategic objectives to implement the network of collaborations with industries across the regions in order to increase the value of research results, to encourage the exchange between the research community and industry and to qualify the contributions of research activities in the sectors \_\_\_\_\_ *of innovation/of the green transition* \_\_\_\_\_ (*select*).

- the University, as a beneficiary, took steps to approve and issue a public selection announcement, to cover fixed-term researcher positions, pursuant to Art. 24, para. 3, letter a), of Law n. 240 dated 30 December 2010 pertaining to the Scientific Disciplinary Sector (SSD) \_\_\_\_\_ Competition Sector \_\_\_\_\_;

- Mr/Ms \_\_\_\_\_, won the public selection announcement referred to in notice n. \_\_\_\_\_ dated \_\_\_\_\_ (Unique Project Code, CUP reference \_\_\_\_\_)

- the University, through the Department, pursuant to Art. 4, letter d) of Ministerial Decree n. 1062 dated 10.08.21 is required to provide for Mr. \_\_\_\_\_, winner of the selection referred to above, to spend a period of research within a company in order to develop all forms of knowledge transfer activity in the best possible way, linking them with the needs of industry;

- the main business activity of the company is \_\_\_\_\_ *specify the field and the institutional/corporate purpose under which the entity/company operates* \_\_\_\_\_;

- the Parties are interested in developing a collaboration in the sector of \_\_\_\_\_ (*specify the sector of interest*) \_\_\_\_\_;

Based on the above, the Parties

STIPULATE THE FOLLOWING

#### Article 1 - Recitals and Annexes

The recitals, including the identification of the Parties, and the annexes are an integral and substantive part of this deed.

#### Article 2 - Purpose of the Collaboration

The purpose of this agreement, in accordance with that which is referred to in the Preamble, is to carry out research activities relative to the study of  
“ \_\_\_\_\_ ”.

The objectives and contents of the activities are described in detail in the technical annex, which constitutes an integral part of this deed.

#### Art. 3 - Commitments of the Parties

The University, through the Department \_\_\_\_\_, and the Company will make use of their respective technical and scientific skills, as well as the facilities and equipment they are provided with to develop and implement the project referred to in Art. 2. The researcher will carry out a period of work at the Company of \_\_\_\_\_ (*specify the duration: from a minimum of 6 months to a maximum of 12 months as provided for by MD 1062/2021*).

The University, through the Department, shall carry out the following activities:

*(provide a brief description of the activities the Researcher shall carry out in the department)*

- ...
- ...
- ...

The company shall carry out the following activities:

*(provide a brief description of the activities the Researcher shall carry out in the company)*

- ...
- ...
- ...
- ...
- ...

*Explain the reasons why the company is important for the research project and the related application purposes, also with reference to the possible future employment of the RTDA*

*Explain the results expected from the implementation of the project activities.*

The Parties mutually acknowledge that their attendance of each other's offices and laboratories may be limited by regulatory restrictions and by the policies of the individual parties that regulate access and attendance to the premises due to health emergencies. Additionally, the Parties, where possible, mutually acknowledge that the activities under this agreement may be carried out while giving preference to remote work, using means of communications such as video calls, webinars or exchange of online information.

#### Art. 4 - Duration of the Agreement

This agreement shall become effective as from the date the contract is signed by both Parties and shall be valid for \_\_\_\_\_ *see above* \_\_\_\_\_

#### Art. 5 - Supervisors

The University identify Prof. \_\_\_\_\_ (Department of \_\_\_\_\_) as the Scientific Supervisor of this agreement.

The company identifies Mr/Ms \_\_\_\_\_ as the Scientific Supervisor of this agreement.

#### Article 6 - Ownership of the Results

The Parties evaluate together, based on actual contributions, the advisability of proceeding with the registration of any patents relating to the results or inventions resulting from the research and development project, without prejudice to the rights recognised by law to the inventors.

In any case, the intellectual property relative to the methodologies and studies, resulting from the research and development project, shall be recognised based on the contribution of each Party. With regards to the ownership of products, resulting from the collaborative scientific projects, this shall be subject to a specific arrangement within specific agreements.

#### Art. 7 - Scientific Publications and Dissemination Activities

The University reserves the right to scientifically use the results and publish them following written authorisation from the Company, which cannot be denied, except where there are justified and proven reasons related to the ability to be protected. In the event the Company decides to file a patent application, the University undertakes to postpone any publication relating to such patentable results, for the length of time necessary for filing the patent application and no later than 60 days from receipt of the results of the verification of the substantive requirements for patenting. The Company will endeavour to proceed with the verification of patentability, the drafting and filing of the patent in the shortest possible time. In the case of publications, however, it must be specified that the results were achieved as part of a project financed with funds from PON 2014-2021, according to the Guidelines for information and publicity actions for which the beneficiaries of the financing are responsible.

The University will publish the results of the activities covered by this agreement after a draft of the publication and/or presentation has been transferred to the company on a confidential basis, to be carried out at least 15 (fifteen) days before sending it to third parties.

The Company will have the right to communicate in writing to the University, within 10 (ten) days from receipt of the draft, as to which Confidential Information must be made inaccessible to third parties.

If the Company fails to provide a response according to that which has been mentioned above, the University may freely proceed, without further communication, to send the draft of the publication and/or presentation to third parties.

The University undertakes to declare in any scientific publications that the results have been achieved within the PON 2014-2020 itself, according to the Guidelines for information and publicity actions for which the beneficiaries of the financing are responsible.

All non-scientific dissemination activities, including the sharing of proprietary data of the Parties for purposes other than the research covered by this agreement, shall be agreed between the Parties.

#### Art. 8 - Confidentiality

The Parties shall undertake not to disclose and not to reveal to third parties the information, knowledge, documents, drawings, technical data and so on, studied by the personnel belonging to the University and the Company, of which they have become aware in any way while this agreement is in force.

Such information, knowledge, documents, drawings, technical data, etc., remain the exclusive property of the party that produced them and may not be the subject of publications, presentations, minutes, or reports in national and international conferences unless explicitly authorised.

All information that is already in the possession of the parties as of today or that becomes public without any violation of this commitment is excluded from the non-disclosure obligation.

This obligation shall cease to be effective after five years from the final term of this agreement.

#### Art. 9 - Responsibilities of the Parties and Insurance Obligations

Each Party declares to have a suitable insurance policy to cover the risks for civil liability towards third parties for injury to persons or damage to property, for which it may be required to respond.

Each Party ensures that the individuals who may carry out the activities covered by this agreement at the premises intended for this purpose are in compliance with the insurance coverage provided for by current legislation.

#### Art. 10 - Dispute Resolution and Applicable Law

The interpretation and execution of this agreement, as well as the relations between the Parties arising from the same, are governed by Italian Law.

The Parties agree to amicably settle any dispute which may arise from the interpretation or application of this deed.

Should it not be possible to reach such an agreement, the Competent Court to settle the dispute shall be, exclusively, that of Genoa.

#### Art. 11 - Unilateral Withdrawal and Consensual Termination

The Parties have the right to unilaterally withdraw from this agreement before the expiry date, by notifying the opposing party by means of written communication via certified email (PEC). Unilateral withdrawal is effective as from three months after notification of the same.

Any communication must be carried out by means of certified email to the following addresses:

- for the University: \_\_\_\_\_ *specify department's certified email address (pec)* \_\_\_\_

- for the Company: \_\_\_\_\_ *specify company's certified email address (pec)* \_\_\_\_\_.

The Parties have the right to terminate this deed by mutual consent before the expiry date by means of an agreement to be formalised in writing.

Both in the case of unilateral withdrawal or of consensual termination, the obligation of the Parties to complete the activities in progress at the time of withdrawal or termination shall not be affected.

#### Art. 12 - Termination for Non-Fulfilment

Should one of the Parties fail to fulfil their obligations, the other Party - without resorting to any legal proceedings - shall be entitled to terminate the Agreement by serving formal notice to fulfil within the term of 30 days.

In such cases, the declaration of termination and the notice to fulfil, must be communicated to the other Party by means of certified email address (PEC).

#### Art. 13 - Registration

This deed, complete with its annexes, is signed by way of \_\_\_\_\_ *holographic/digital* \_\_\_\_\_ signature and pursuant to Articles 21 and 24 of Italian Legislative Decree n. 82 dated 07/03/2005 and subsequent amendments and additions.

This deed consists of n. \_\_\_\_\_ pages and shall be registered in case of use, pursuant to Italian Presidential Decree n. 131 dated 26.04.1986. The registration fees shall be borne by the requesting Party.

This agreement, stipulated in the form of a private agreement, is subject to stamp duty pursuant to Art. 2, para. 1 of Italian Presidential Decree n. 642/1972 to the extent provided for in the relevant Tariff Part I, Article 2, as annexed to Italian Ministerial Decree of 20 August 1992.

The stamp duty is paid virtually by the University with the authorisation of the Italian Revenue Agency - Territorial Office of Genoa 1 n. 0216718 – 29.12.2016.

#### Art. 14 - Processing of Personal Data

The Parties mutually undertake to process and store the data and information, both on paper and electronic media, relating to the completion of activities referable to this agreement, in accordance with the measures and obligations imposed by Regulation (EU) n. 2016/679 (GDPR) and by Italian Legislative Decree n. 196 dated 30.06.2003 (code regarding the protection of personal data), as amended by Italian Legislative Decree n. 101 dated 10.08.2018.

If the Parties process third party data, as part of the activities carried out under this agreement, they will regulate this processing through separate and specific agreements.

#### Art. 15 - Code of Conduct and Code of Ethics of the University of Genoa

The company declares to have read and to commit to complying with Presidential Decree n. 62/2013 "Regulation containing the code of conduct for public employees pursuant to Art. 54 of Legislative Decree n. 165 dated 30 March 2001" (published in Italian online at [https://unige.it/sites/contenuti.unige.it/files/imported/regolamenti/documents/codice\\_compo](https://unige.it/sites/contenuti.unige.it/files/imported/regolamenti/documents/codice_compo)

rtamento.pdf) and the “Code of Ethics and Conduct” of the University issued with Regional Decree n. 1143 dated 27/02/2015 (published in Italian online at [https://unige.it/sites/contenuti.unige.it/files/imported/regolamenti/documents/dr\\_1143\\_27-02-2015.pdf](https://unige.it/sites/contenuti.unige.it/files/imported/regolamenti/documents/dr_1143_27-02-2015.pdf)).

*(if present)*

Art. 16 -- Code of Conduct and Code of Ethics of \_\_\_\_\_.

The University declares to have read and to commit to comply with the “Code of Ethics and Conduct” of \_\_\_\_\_ published online at \_\_\_\_\_

Genoa,

For the University Department of .....

Director Prof.

For the Company

\_\_\_\_\_

## TECHNICAL ANNEX

Insert the title of the project/study reported in Art. 2 of the agreement

“

\_\_\_\_\_”

Objectives:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Methods, activities, and tools:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_