

Annex 4.1.d

Research Contract – Joint ownership IPR with transfer to the principal

This outline governs the execution of basic or applied research activity carried out on behalf of third parties.

RESEARCH CONTRACT

Between

the Politecnico di Torino, Tax Code no. 00518460019, through the Department _____ (hereinafter, for the sake of brevity, also known as the “Contracting Party”) represented by the Head of Department, 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, the “Principal”) represented by _____, born in _____ on _____, domiciled for this post at the headquarters of the company/institution

**with this private agreement, the parties, as indicated above,
agree and specify as follows**

Article 1 – Definitions

1. For the purposes of this contract, the following expressions have been given the following meaning:
 - a. “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
 - b. “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
 - c. “Industrial Property Rights”: indicates the rules laid down by Leg. Dec. no. 30 of February 10 2005 and subsequent amendments, 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

- d. "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
- e. "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 contract and by reason thereof.

Article 2 – Subject

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

Article 3 – 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. Any replacement of the Head of the Scientific Division by the Contracting Party must be communicated promptly to the Principal in writing
2. The Principal indicates _____ as company contact person for relations with the Contracting Party with regard to this contract. Any replacement of the contact person must be communicated promptly to the Contracting Party in writing.
3. All communication and technical documentation regarding this contract must be transmitted to the above-mentioned persons 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 4 – Duration and Renewal

1. This contract has a duration of _____ years starting from the date when it was entered into and can be renewed upon expiry by an exchange of letters between the parties.

Article 5 – Economic commitment

1. The Principal, for the activities in accordance with art. 2, grants to the 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 _____;
 - _____

Or:

The amount will be paid as a lump sum within 30 days from the date the invoice is received. Electronic invoices, in implementation of the provisions of L. 205/2017, will be sent through the interchange system (SDI code _____), by the Department (specify "upon signature of the contract", "upon termination of the activity", or other date)

Article 6 – Variations to the research programme

1. Should it be 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. The grounds for the requirement to make the variation must be given in the above-mentioned exchange.

Article 7 – 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 the Politecnico, through research allowances or study grants. In such an event, part of the sum indicated in article 5 may be destined to external collaborators involved in carrying out specific activities related to the research programme covered by this contract.

Article 8 – 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. Should it be necessary, the Principal will allow the staff of the Contracting Party tasked with carrying out the research, access to its own 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.

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 regulations for civil liability.
5. Use of the other party's equipment must always be authorised beforehand by the persons in charge.

Article 9 - 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 10 - Ownership of Industrial and Intellectual Property Rights

1. The parties undertake to promptly communicate any Results achieved that may give rise to Industrial and Intellectual Property regarding computer programmes and works of industrial design Rights within ____ days of achieving them and to collaborate in assessing the existence of the necessary requirements for patenting/registration of these Results.
2. The Industrial Property Rights for Results, as well as the Intellectual Property Rights regarding computer programmes and works of industrial design achieved by the inventor within the scope of the research covered by this contract belong to 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.
3. Should the parties jointly agree to proceed in safeguarding the Results and/or the computer programmes and works of industrial design achieved in fulfilling this contract, the Principal will register, at its own responsibility and expense, the relevant property right in joint ownership between the parties.
4. Once the property right has been issued, the Contracting Party undertakes to transfer, in return for a fee, its share of ownership to the Principal, with an appropriate act of transfer between the parties, in which the contribution that the Principal will pay upon signing the act of transfer will also be defined. Until transfer of the right takes place, the Principal is guaranteed exclusive use of the rights referred to in paragraph 2. In any case, Politecnico shall always use the Results for teaching and research purposes.
5. The consideration referred to in the previous paragraph should be quantified in consideration of the market value of the right, as well as the foreseeable profits arising from its use. In the event that the parties fail to

reach an agreement over the consideration, quantification of the latter will be delegated to an expert jointly chosen by the parties.

6. The parties henceforth agree that all expenses and costs connected to the transfer of the right referred to in paragraph 4, including its filing, shall be incurred exclusively by the Principal.
7. In the event that the Principal is not interested in filing a request for ownership of the Results, it will provide written communication thereof to the Contracting Party within _____ days of the communication of the Results referred to in paragraph 1. In this case, the Contracting Party will have the option to obtain, from the Principal, transfer, free of charge, of the share of the latter's ownership of the Industrial Property Rights to the Results and/or the Intellectual Property Rights, relating to computer programmes and works of industrial design, which will be formalized in a dedicated written document between the parties.
8. The Contracting Party will independently assess whether to file an application for the property rights to the transferred Results, in accordance with the previous paragraph.

Article 11 – Access to the Results and knowledge

1. The Principal shall, in any case, have full right to access and use any reports on the Results, produced by the Contracting Party, when carrying out the research activity covered by this contract, provided that such use does not prejudice the possibility of safeguarding the results, and complies with the obligations of confidentiality referred to in art. 14.
2. Each party is owner of the Industrial and Intellectual Property Rights concerning its own Background and its own Sideground.
3. The parties agree that nothing included in this contract implies, directly or indirectly, the transfer of any right regarding its own Background and its own Sideground.
4. Without prejudice to the provision of paragraph 2, the parties mutually recognise the non-exclusive right to use, free of charge, each other's respective Backgrounds within the scope of the relationship covered by this contract and for the purpose of its execution. This right is granted, only for the duration of this contract, with the express prohibition of sublicensing or transferring it to third parties for whatever 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. Each party may disclose and publish, with prior authorisation from the joint owner to whom any text for publication will be submitted, any Results which may give rise to property rights achieved whilst carrying out the research activities covered by this contract, provided that such disclosure does not prejudice any possibility of safeguarding the Results and complies with the obligations of confidentiality referred to in art. 14.
2. In the case of art. 10, paragraph 4, the Contracting Party reserves the right to publish and disclose, freely and without charge, said Results for scientific and internal educational purposes provided that such

disclosure does not prejudice any possibility of safeguarding the results and complies with the obligations of confidentiality referred to in art. 14.

3. The Parties may freely disclose and publish any Results which do not give rise to property rights.

Article 13 - Use of distinctive signs of the parties

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

Article 14 – 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 contract and whose disclosure is subject to prior written authorisation.
2. For the entire duration of this Agreement and for an additional period of 5 (five) years, the parties, therefore, undertake:
 - 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, in any form whatsoever, 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 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 return or immediately 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 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 the current contract, 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 a Public Authority.

Article 15 – Personal Data processing

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

- for Politecnico the data controller is the Politecnico di Torino, with offices in C.so Duca degli Abruzzi, n. 24, 10129 Turin, in the person of the Rector. The contact details of the owner are PEC: politecnico@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 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 _____.
2. Withdrawal or mutual termination only have effect in the future and do not affect the part of the contract that has already been fulfilled.
3. 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.
4. 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. In this case, the terms regarding the execution of the research activity will be extended for a period equal to the duration of the suspension.
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 research programme;
 - c. Default or non-payment by the Principal.

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 under this clause or, alternatively, termination for breach by the Principal, the latter is required not only to reimburse the expenses incurred and pledged by the Contracting Party, 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.

Article 18 – 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. Any disputes concerning the interpretation or execution of this contract will be settled amicably between the parties.
3. Where it is not possible to reach an agreement in accordance with the previous paragraph, the court with exclusive jurisdiction to settle any dispute relating to the validity, interpretation, execution or the termination of the contract, is the **Court of Turin**.

Article 19 – Registration and expenses

1. This contract is drafted in two original copies, one of each which will be kept by each party.
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 cost of the stamp duty for this contract shall be borne by _____.

Turin, _____

FOR THE POLITECNICO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

FOR THE COMPANY/INSTITUTION _____

THE LEGAL REPRESENTATIVE

(_____)

Although the clauses of this contract are the result of bargaining by the parties, they state, in accordance with and to the effects of art. 1341 and 1342 of the Italian Civil Code, their express approval of the provisions included in the articles 4 (Duration and Renewal), 5 (Economic commitment), 9 (Protection of health and safety at work), 10 (Ownership of Industrial and Intellectual Property Rights), 11 (Access to the results and knowledge), 12 (Disclosure and Publication of the Results), 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/INSTITUTION _____

THE LEGAL REPRESENTATIVE

(_____)