

Annex 4.1.g

Contract for Educational Services

This outline governs the execution of an educational or training service, meaning the organization, management and execution of courses, as part of the institutional teaching programmes offered by the Politecnico, as well as other courses, seminars, conferences, cycles of conferences, and any other activity connected or in support thereof, both additional and supplementary, consistent with the guidelines of the Governing Bodies of the Politecnico, carried out both in partnership and on behalf of third parties.

CONTRACT FOR EDUCATIONAL SERVICES

Between

the Politecnico di Torino, Tax Code no. 00518460019, through the Department _____ represented by the Head of Department, 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, delegated by the Rector with decree _____ following approval by _____, at the meeting on (hereinafter known as the “Contracting Party”) _____,

and

the company/institution _____, 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/Institution (hereinafter known as the “Principal”),

with this private document drafted in duplicate, it is agreed and stipulated as follows

Article 1 – Subject

1. The Principal entrusts the execution of the educational activity, pertaining to the information in annex ___ which constitutes an integral part therein, to the Contracting Party, which, in turn, accepts.
2. The activity will be carried out at _____.

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

1. The Contracting Party will carry out the activity under the direction of Prof. _____, who is responsible therein and for relations with the Principal and whose signature is given by agreement in this act. 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 _____;
 - for the Contracting Party: _____.

Article 3 – 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 4 – Economic commitment

1. The Principal, for the activities in accordance with art. 1, grants to the Contracting Party a financial consideration to the sum of € _____ plus VAT in accordance with art. 10 of Presidential Decree 633/72.
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 5 – Ownership and use of the Results

1. Ownership of the Results arising from the execution of this contract, as well as any educational material used therein, remains with the Contracting Party.
2. The Principal may, freely and without charge, use the results and the above-mentioned educational material, exclusively for internal educational purposes, even after the contract has expired. Any other use must be approved by the Contracting Party beforehand.

Article 6 - 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 7 – Access to the site of the activity

1. The staff of each of the contracting parties who, by virtue of this Contract, is required to go to the site where the educational activity is being carried out, is responsible for any damages that may be caused therein to third parties. Each party shall provide insurance coverage for its own staff both for accidents and damage due to civil liability.

Article 8 - Protection of health and safety at work

1. In order to ensure the protection of the health and safety of the staff involved in the activities referred to in this Agreement, the Parties undertake, each to the extent of its competence, to comply with the obligations laid down in the relevant D. Lgs. No. 81 of 09/04/2008 and s.m.i.
2. The Parties are responsible for the implementation, in their own premises and laboratories, of the measures of prevention and protection of health and safety at work, as provided by the D. Lgs. No. 81 of 09/04/2008 and s.m.i.
3. For the purposes of applying the existing provisions on prevention, protection and hygiene at work, Employers of both Parties undertake to provide their workers with comprehensive health and safety training in the workplace and adequate health surveillance in relation to all risks to which they are exposed.
4. In the event of access to the premises and laboratories of the Politecnico by employees, collaborators or staff in any case defined pursuant to art. 2 paragraph 1 letter a) of said Decree, related to the Company, the Company itself must provide:- a declaration of suitability for the job;
 - copy of the certificates of general and specific training;
 - the job-risk card,
 - relating to the activity carried out by the staff concerned.
5. Politecnico will undertake to provide the Company's personnel with information related to the specific risks present at its premises, the prevention and protection measures, including emergency and evacuation procedures, training on the correct use of work equipment related to activities covered by the Agreement and adequate personal protective equipment. Whenever activities should undergo changes requiring an update in the risk assessment, the Politecnico will be responsible for updating the above information, communicating it to the Company's Prevention and Protection Service. Reciprocally, the Third Party will provide for the provisions of this point, in case of access to the Third Party's workplaces by employees, collaborators or other personnel, however defined pursuant to art. 2 c. 1 letter a) of Legislative Decree 81/2008 and subsequent amendments, of the Politecnico.
6. The Politecnico and the Company undertake to ensure the compliance of their premises, spaces and equipment, made available for carrying out the activities provided for by the Agreement, with current regulations on health and safety in the workplace.
7. The personnel concerned shall comply with the disciplinary and safety regulations in force at the places of performance of the activities related to the collaboration referred to in the Agreement in compliance with the rules for the safety of workers and the provisions of Head of the Prevention and Protection Service.
8. In case of temporary transfer of machines / equipment / plants owned by one Party to the other for joint research purposes, the transferring Party must verify the compliance of the assets transferred with the requirements referred to in Articles 70-72 of Legislative Decree 81/08 and subsequent amendments and it will be the responsibility of the receiving structure to adopt suitable prevention and protection measures.

9. Without prejudice to the provisions of the previous paragraphs, the employers of Politecnico and the Company, pursuant to and for the purposes of Legislative Decree no. 81/08 and subsequent amendments, undertake to promote cooperation and coordination in order to guarantee the protection of health and safety for the activities carried out by third parties at the premises and laboratories of their own pertinence. The exchange of information must take place through the Prevention and Protection Services of the Parties and specifically:
- Politecnico di Torino - Prevention and Protection Service, mail servizio.prevention@polito.it
 - Company - Prevention and Protection Service,

Article 9 – 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: politecnicoditorino@pec.polito.it, for information and clarifications: privacy@polito.it; the data protection officer of the Politecnico can be contacted at: dpo@polito.it;

- for the Company the data controller is _____, with offices in _____. Contact details are PEC: _____.

6. The company/entity authorizes the Politecnico to publish on its own website information regarding this Contract including, for example: the subject of consultancy, the name of the client, the economic value of the Contract.

Article 10 – 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 service 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 subject;
 - 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 11 – 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 12 – 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 13 – Registration and expenses

1. This contract is drafted in two original copies, one of each 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 3 (Duration and Renewal), 4 (Economic commitment), 5 (Ownership and use of the Results), 6 (Use of distinctive signs of the parties), 10 (Withdrawal and termination), 11 (Force Majure clause) and 12 (Applicable laws and disputes).

FOR THE POLITECNICO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

FOR THE COMPANY/INSTITUTION _____

THE LEGAL REPRESENTATIVE

(_____)