

## **Annex 4.2.a**

### **Partnership agreement (with companies)**

Partnership agreements are agreements which generally involve collaboration with important and/or large-scale private companies to carry out projects of strategic interest on various topics and which last for multiple years. Partnership agreements require that the partner company supplies the Politecnico with quantifiable resources, not necessarily of an economic type, to be used in joint activities, which may be governed by regulations included in an annex to the actual agreement or in subsequent contracts.

It should be noted that the same contractual outline will be used to draft Partnership Agreements which include the granting of the use of spaces, in the cases indicated in the regulations of the Politecnico, subject to the inclusion of a specific article referring to the relevant act of “granting the use of spaces”.

## PARTNERSHIP AGREEMENT

**between**

the Politecnico di Torino, Tax Code no. 00518460019, represented by the Rector, 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”),

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

### **Given that<sup>1</sup>**

- a. the Politecnico has, among its institutional purposes, training and research, in addition to the tasks of technology transfer and services to the socio-economic system and to the territory;
- b. the Politecnico, as *research university*, intends to generate and support development processes based on knowledge, through interaction with public and private actors, who contribute to the creation and dissemination 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 the Politecnico and in the territory’s socio-economic system;
- d. the Politecnico intends, therefore, to intensify partnerships with private and public parties, operating in the territory, with a view to fostering cooperation in relation to research projects in partnerships of mutual interest;
- e. (*optional statement to include if a partnership has already been established*) \_\_\_\_\_ has already collaborated with the Politecnico in numerous initiatives such as study and research, training activities, internships, etc. \_\_\_\_\_;

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<sup>1</sup> The introduction is to be considered a substantial part of the agreement and must be completed and integrated by providing, on a case-by-case basis, all useful information to support the motivations, aims and the broadest legal and substantial framework of the agreement.

- f. *(optional statement to include if a partnership has already been established)* The Company and the Politecnico intend to build on the experience gained thus far by initiating a long-term strategic partnership to generate ideas, pre-feasibility studies, and research projects carried out in partnership by the Politecnico and the Company and funded by \_\_\_\_\_;
- g. The Company may also contribute to the training activities of the Politecnico by offering practical applications for specific studies such as dissertations, internships etc., promoting educational activities as a summary of academic and professional training of students and undergraduates with the aim of providing them with the opportunity of gaining a better insight into the job market, as well as promoting postgraduate research in the field of .....

**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. **“Implementing Agreement”**: indicates the different forms of the agreement, envisaged by the 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 the Politecnico, making use of the equipment, facilities and resources, including funds, administered by the 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, conventions and contracts for activities in collaboration or on behalf of third parties of the Politecnico.
  - c. **“Partnership-based activities”**: indicates the activity implemented by this Agreement and 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 the contract is being executed
  - f. **“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), new plant varieties.

- g. **“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 for literature, music, figurative art, architecture, theatre and cinematography, including computer programmes, databases and works of industrial design.
- h. **“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.

## **Article 2 – Purpose of the agreement**

1. The Parties acknowledge that, through the definition of shared partnership projects in which research, innovation and training are closely tied to the economic and productive context of the territory, partnerships are created between the university and companies that allow outstanding work in the areas of research and training on cutting-edge topics.
2. The Company and the Politecnico, with this agreement, intend, therefore, to define the contents of the partnership in the framework of research activities, technological development and innovation and in the framework of educational and training activities, in accordance with the specifications referred to in Annex 1 of this Agreement which constitutes an integral part therein.
3. The internationalisation of the research and training activities, through participation in international and European projects as well, is also a strategic asset in the policy positioning of both institutions. The Company and the Politecnico, therefore, propose to identify common actions to define the network of relations at an international level and in the organisation of institutional events, promoting scientific-technological and business culture at a local level. Moreover, forms of collaboration could be implemented regarding initiatives to create synergy between the Italian and international network of the Company and the Politecnico, and to organise institutional events in partnership with other organisations in the territory.
4. The Parties also intend to identify new models and strategies which strengthen the relationship with the territory, in social and cultural terms as well, through the experimentation of new forms of communication and dissemination of high-tech knowledge and experience within the local social fabric.

## **Article 3 – Subject of the partnership for research, development and innovation activities**

1. The Politecnico and the Company will foster a reciprocal partnership in research, development and innovation activities in the areas of Engineering and Architecture and Design, as indicated in detail in Annex 1. It is understood that during the time this Agreement is in force, the Company and the Politecnico may update Annex 1 by adding indications of further areas of research.

The various activities will be defined on a case-by-case basis by drafting specific Implementing Agreements between the Politecnico and the Company in which the subject and the expected results, the method of execution of the activities, the duration, the amount and the method of payment of the considerations/funds and all the services related to the execution of these programs will be defined; these implementing agreements will be given precedence by the clauses in this agreement, especially in relation to articles 8 and 9.

2. In particular, the Parties intend to work together to create partnerships for specific research projects which will be agreed in accordance with this Agreement; these partnerships may be carried out in the forms indicated below, by way of example:
  - a. sharing of technological scenarios and identification of joint research priorities;
  - b. joint participation in regional, national, European and international tenders and research programmes, with particular focus on EC Programmes;
  - c. partnership for specific research projects funded by the Company. For these activities, the obligations of the Parties will be defined, on a case-by-case basis, with specific research contracts drafted according to the format indicated in Annex 2;
  - d. technical and scientific consultancy services focused on specific topics;
  - e. partnership in developing and promoting activities of mutual interest through international networks in which the Politecnico and the Company participate;
  - f. promotion of activities to disseminate scientific and technological culture in the territory;
  - g. promotion of the culture of innovation management;
  - h. organization of events in partnership with other institutions in the territory;
  - i. support for research and innovation initiatives, funded by the Politecnico, through sponsorship by the Company.

#### **Article 4 – Subject of the partnership for educational, advanced training and lifelong learning activities**

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 and seminars;
  - d. collaboration in developing and promoting activities of mutual interest through national and international networks to which the Politecnico and the Company adhere;
  - e. the organisation of testimonies and interventions on ad hoc topics by the lecturers of the Politecnico and the managers of the Company;

- f. the possibility for the staff of the 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 internship activities will be governed by specific conventions, drafted in accordance, with the regulations in force and with the outlines in force at the Politecnico di Torino.
  3. The Company is also willing to:
    - a. fund additional postgraduate places on research programmes;
    - b. fund study grants and/or research allowances;
    - c. provide access to its laboratories for postgraduate research work in compliance with the provision of article 7 hereinbelow;
    - d. work in partnership on the planning of university Master's programmes;
    - e. work in partnership on the planning of supplementary courses for new graduates;
    - f. prepare and hold seminars on cutting-edge topics, on a case-by-case basis, jointly agreed upon by the Parties;
    - g. support educational or training activities, funded by the Politecnico, by granting sponsorship.
  4. The above-mentioned activities will be planned on an annual basis and subject to the drafting of specific agreements in which the methods and conditions, including financial conditions, for this support will be defined.

#### **Article 5 – Steering Committee and Technical Coordination 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 of the Rector or his representative, and the Managing Director (*or CEO or others*) of the Company or its representative, with the task of identifying the strategic goals of the partnership and providing general guidelines.
2. Within 60 days of the signing of the Agreement, each Party will communicate the nomination of any representatives to the other Party.
3. Unless otherwise agreed in writing between the Parties, in order to plan and coordinate the activities to be undertaken or undertaken to implement specific Implementing Agreements, the Steering Committee will identify, within thirty (90) days from the date of signing of this Agreement, a dedicated Technical Coordination Committee (TCC) consisting, on the Polytechnic side, by the Vice Rector of Technology Transfer, by the Vice Rector for Research and by a representative in relation to the specific sector of activity foreseen in the technical annex while, on the side of the Company, by three representatives/or more representatives in relation to the specific sector of activity provided in the technical annex. The TCC has the task of:
  - a. presenting any new projects lines to be undertaken to the Steering Committee;

- b. defining specific guidelines for each project line and monitoring the relevant executive processes implemented within the framework of this Agreement;
  - c. monitoring the implementation of the commitments on at least a six monthly basis, including the financial commitments referred to in Annex 1; should one of the Parties fail to respect these commitments, this will be promptly communicated by the TCC to the Steering Committee;
  - d. reporting at least once a year to the Steering Committee on the activities carried out and the results achieved within the framework of the Agreement;
  - e. suggesting any variations to Annex 1 to the Steering Committee with special, but not exclusive reference, to the financial commitments included in it and/or their use, while respecting the overall amounts originally agreed upon.
4. Unless alternative agreements are reached between the Parties, each Party will bear the costs and expenses for the activities of their own Committee members.

#### **Article 6 – Duration and Renewal**

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

#### **Article 7 – Access to facilities and use of equipment**

1. Should it be necessary, the Company will allow the staff of the Politecnico, tasked with carrying out the 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.

In the same way, should it be necessary, the 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.

2. The staff of each of the contracting Parties who, by virtue of this Agreement, has access to the sites and equipment of the other party, is responsible for any damage caused to the equipment itself and to third parties.
3. 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.
4. The use of the other party's equipment is always subject to prior authorisation by the persons in charge.

#### **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](mailto:servizio.prevention@polito.it)
- Company - Prevention and Protection Service, .....

### **Article 9 – 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 regarding computer programmes and works of industrial design 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 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, however, it is understood that the costs and expenses will be equally shared between the parties, or on the basis of the share of ownership of each part in the rights referred to in paragraph 2. Anyway, the Politecnico will be able to use Results for educational and research purposes.
4. In the event that the Politecnico is not interested in filing a request for ownership, it will provide written communication thereof to the Company within \_\_\_\_ days of the communication of the Results referred to in paragraph 1. In this case, the Company will have the option to file a request for ownership for the Results at its own responsibility and expense and in joint-ownership with the Politecnico, subject to written communication to the latter. In this case, the Politecnico will undertake to transfer, free of charge, of its share of ownership to the Company upon obtaining release of the ownership rights, by guaranteeing the Company exclusive usage of the rights referred to in paragraph 2 from that moment onwards.
5. The parties hereby agree that all costs related to the above-mentioned transfer, including the registration, will be borne solely by the Company.

6. In the event that the Company is not interested in filing a request for ownership of the Results, it will provide written communication thereof to the Politecnico within \_\_\_\_\_ days of the communication of the Results referred to in paragraph 1. In this case, the Politecnico will have the option to obtain, from the company, 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.
7. The Politecnico will independently assess whether to file an application for the property rights to the transferred Results, in accordance with the previous paragraph.

#### **Article 10 – Ownership of Industrial and Intellectual Property Rights to the Results arising from Partnership-based Activities**

1. The Industrial Property Rights for Results, as well as the Intellectual Property Rights regarding computer programmes, works of industrial design, 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 Property Rights, as well as the Intellectual Property Rights regarding computer programmes and works of industrial design, will belong to the Party that achieved them.
3. In the case of Results achieved jointly by the staff of both Parties, the Ownership of the Industrial Property Rights, as well as the Intellectual Property Rights regarding computer programmes and works of industrial design, will belong jointly to both the Parties in equal measure, unless it is possible to agree, in writing, to a change in the share of joint ownership, in consideration of the contributions of each of the parties in the invention, without prejudice to the acknowledgement of the moral rights of each inventor in accordance with current legislation.
4. The Parties undertake to promptly communicate the achievement of any Results that may give rise to Property Rights and will collaborate in assessing the existence of the necessary requirements for patenting/registration of these Results.
5. Should the parties jointly agree to proceed in safeguarding the Results, the application for property rights will be jointly filed between them. The Parties will agree, in a separate document, the specific regulations regarding the way in which the joint rights will be managed, with the understanding that all expenses and costs will be equally shared between the Parties, namely in proportion with the shares of ownership of each Party to the rights referred to in paragraph 5. Anyway, the Politecnico will be able to use Results for educational and research purposes.
6. Should the Company not be interested in filing an application for property rights, then it will communicate this in writing to the Politecnico within 30 days of communication of the Results.

7. In the case referred to in the previous paragraph 8, the Politecnico will have the option of obtaining from the Company transfer, free of charge, of the share of ownership of its Industrial and Intellectual Property Rights related computer programmes and works of industrial design to the Results which will be formalized in an specific written document between the Parties. The Politecnico may then independently assess the opportunity to proceed, at its own responsibility and costs, with patenting/registration of the transferred Results, without prejudice to the moral right of each inventor to be recognised as the author of the Results.
8. 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 the Industrial and Intellectual Property Rights related computer programmes and works of industrial design to the Results, if different, will take precedence over that included in this Agreement.

#### **Article 11 – Access to the Results and knowledge**

1. Upon completion of the Partnership-based activity carried out by the Parties in executing this Agreement, the Company may access the Industrial and Intellectual Property Rights related computer programmes and works of industrial design to the Results of ownership of the Politecnico and/or Background of ownership of the latter or may access the Industrial and Intellectual Property Rights related computer programmes and works of industrial design of joint ownership, upon payment of the respective market value.
2. Each Party is owner of the Industrial and Intellectual Property Rights for its own Background and its own Sideground.
3. The Parties agree that nothing included in this contract implies, either directly or indirectly, the transfer of any right regarding its own Background and its own Sideground.
4. Without prejudice to the provision of article 13, the Parties mutually recognise the non-exclusive right to use, free of charge, each other's respective Backgrounds within the scope of the activity endorsed by this contract and for the purpose of its execution. This right is granted, only for the duration of this Agreement, 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 by the owner.

#### **Article 12 – Disclosure and Publication of the Results**

1. The Company may disclose and publish, with prior authorisation from the Politecnico, any Results which may give rise to property rights, 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. The Politecnico may disclose and publish, with prior authorisation from the Company, any Results which may give rise to property rights, provided that such disclosure does not prejudice any possibility of

safeguarding the Results and in respect of the obligations of confidentiality referred to in art. 14. To that end, the Politecnico must specifically request the authorisation of the Company, by sending a copy of what it intends to publish. The Company's consent will be tacitly granted after 30 days of receiving the request for authorisation of disclosure.

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

### **Article 13 – Use of distinctive signs of the Parties**

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

### **Article 14 – Confidentiality**

1. The Parties undertake to notify, on a case-by-case basis, any information 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 15 – Data processing**

1. The Politecnico only processes personal data for the purposes related to the execution of this Agreement, in the pursuit of its institutional purposes, in compliance with EU Regulation 2016/679 and the national legislation of the sector.
2. The Parties mutually acknowledge, moreover, that the "personal data" provided, even verbally, for the pre-contractual activity or in any case collected as a result and during the execution of this Convention, will be processed exclusively for the purposes strictly connected to this Agreement or to the conduct of research and development, through consultation, processing, interconnection, comparison with other data and / or any further manual and / or automated processing and also, for statistical purposes, with exclusive data processing in the form anonymous, through communication to public subjects, when they request it for the pursuit of their institutional purposes, as well as to private subjects, when the purpose of the request is compatible with the institutional purposes of the Politecnico, aware that failure to provide it may result in failure or partial execution of the Agreement.
3. Holders, as regards this article, are the Parties that undertake to comply with all relevant regulations on the protection and processing of personal data applicable to them pursuant to this Agreement, including the adoption of suitable and adequate security measures to protect personal data against the risks of

destruction, loss, even accidental, of unauthorized access or modification of data or of processing not allowed or not in accordance with the purposes related to the Agreement.

4. The Parties undertake to achieve optimal mutual cooperation in the event that one of them is the recipient of requests for the exercise of the rights of the interested parties provided for in Article 12 and following of the GDPR or requests from the Control Authorities concerning areas of treatment of the other Party.
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](mailto:politecnicoditorino@pec.polito.it), for information and clarifications: [privacy@polito.it](mailto:privacy@polito.it); the data protection officer of the Politecnico can be contacted at: [dpo@polito.it](mailto:dpo@polito.it);
  - for the Company/entity 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 Agreement including, for example: the subject, the name, and the economic value of the Agreement.

#### **Article 16 – Withdrawal and termination**

1. 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 \_\_\_\_\_.
2. Withdrawal or mutual termination only take effect for the future and do not affect the part of the Agreement that has already been fulfilled.
3. In the event of withdrawal in accordance with the previous paragraph, the Company is liable to the Politecnico for 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 Politecnico to the Company.
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 activity in question
  - c. Default by the Company with specific reference to the commitments, including monetary commitments, referred to in Annex 1.

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

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

**Article 17 – Force Majure clause**

1. Neither Party shall be liable to each other for any loss or damage resulting from delays or failures in the execution of all or part of its contractual obligations, if such delays or failures result from an event of force majeure or other events, circumstances or causes beyond their control and not attributable to them.
2. In particular, each Party may suspend the performance of its obligations if such execution is rendered impossible or unreasonably onerous due to an unforeseeable event, independent of its control such as, by way of example, but by no means exhaustive: pandemics, strike, boycott, lock down, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargoes, power outages, delays in the delivery of components or raw materials, earthquakes and other natural disasters.
3. Any Party that wishes to avail itself of this clause shall immediately notify the other Party in writing or through a PEC (Certified Electronic Mail) at the beginning and at the end of force majeure

**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 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 Agreement is drafted in two original copies, one of each will be kept by each Party.
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 cost of the stamp duty for this Agreement shall be borne by the Parties in equal measure.

Turin, \_\_\_\_\_

**FOR THE 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 6 (Duration and Renewal), 9 (Ownership of Industrial and Intellectual Property Rights arising from Commissioned Activities), 10 (Ownership of Industrial and Intellectual Property Rights arising from Partnership-based Activities), 11 (Access to the Results and knowledge), 12 (Disclosure and Publication of the Results), 13 (Use of distinctive signs of the Parties), 14 (Confidentiality), 16 (Withdrawal and termination), 17 (Force Majure clause) and 18 (Applicable laws and disputes).

**FOR THE POLITECNICO**

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 the Politecnico by the Company for the activities that the latter intends to award to/fund the Politecnico for the entire duration of the agreement by signing subsequent Implementing Acts 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 the Politecnico.

The Research Projects may be carried out by staff employed by the Politecnico or by consultants, research fellows, postgraduate students, grantees and students writing their dissertations from the 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 THE POLITECNICO WITHIN THE FRAMEWORK OF THE ACTIVITIES IN THE PARTNERSHIP AGREEMENT

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>...</b>	<b>Year X</b>
<b>Research Programme</b> “.....”	€.....	€.....	€.....	€.....	€.....
<b>Research Programme</b> “.....”	€.....	€.....	€.....	€.....	€.....
...					
<b>TOTAL</b>	<b>€.....</b>	<b>€.....</b>	<b>€.....</b>	<b>€.....</b>	<b>€.....</b>

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

ANNEX 2

RESEARCH CONTRACT

ANNEX 2 – Implementing Agreement – “Outline for Research Contract”

**RESEARCH CONTRACT**

**Between**

the 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, 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

The 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**

- <sup>1</sup>. The Principal entrusts the execution 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 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. 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 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 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 3 – Duration and renewal**

1. This contract has a duration of \_\_\_\_\_ years/months starting from the date it was entered into and can be renewed upon expiry by an exchange of letters between the Parties.
2. The duration of this contract may be extended by agreement between the Parties through a specific written document before expiration..

## **Article 4 – Economic commitment**

1. The Principal, for the activities in accordance with art. 1, 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:
  - o First instalment for €\_\_\_\_\_ plus VAT within \_\_\_\_\_ days of signing the contract;
  - o Second instalment for €\_\_\_\_\_ plus VAT within \_\_\_\_\_ days from \_\_\_\_\_;
  - o \_\_\_\_\_

**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 – 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. The grounds for the requirement to make the variation must be given in the above-mentioned exchange.

#### **Article 6 – 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, including the use of research allowances or study grants. In such an event, part of the sum indicated in article 4 may be destined to external collaborators involved in carrying out specific activities related to the research programme covered by this contract.

#### **Article 7 – 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 rules for civil liability.
5. Use of the other party's equipment must always be authorised beforehand by the persons in charge.

#### **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 - Ownership of Industrial and Intellectual Property Rights**

- <sup>1.</sup> Ownership of the Industrial and Intellectual Property Rights is governed in accordance with articles 9 and 10 of the Partnership Agreement.

#### **Article 10 – Access to the Results and knowledge**

- <sup>1.</sup> Access to the Results and knowledge is governed in accordance with article 11 of the Partnership Agreement.

#### **Article 11 - Disclosure and Publication of the Results**

- <sup>1.</sup> The disclosure and publication of the Results is governed in accordance with article 12 of the Partnership Agreement.

#### **Article 12 - Use of distinctive signs of the parties**

- <sup>1.</sup> The Use of distinctive signs of the Parties is governed in accordance with article 13 of the Partnership Agreement.

#### **Article 13 – Confidentiality**

- <sup>1.</sup> Confidentiality of the information is governed in accordance with article 14 of the Partnership Agreement.

#### **Article 14 – Data Processing**

- <sup>1.</sup> The Politecnico only processes personal data for the purposes related to the execution of this Contract, in the pursuit of its institutional purposes, in compliance with EU Regulation 2016/679 and the national legislation of the sector.
- <sup>2.</sup> The Parties mutually acknowledge, moreover, that the "personal data" provided, even verbally, for the pre-contractual activity or in any case collected as a result and during the execution of this Convention, will be processed exclusively for the purposes strictly connected to this Agreement or to the conduct of research and development, through consultation, processing, interconnection, comparison with other data and / or any further manual and / or automated processing and also, for statistical purposes, with exclusive data processing in the form anonymous, through communication to public subjects, when they request it for the pursuit of their institutional purposes, as well as to private subjects, when the purpose of the

request is compatible with the institutional purposes of the Politecnico, aware that failure to provide it may result in failure or partial execution of the Agreement.

3. Holders, as regards this article, are the Parties that undertake to comply with all relevant regulations on the protection and processing of personal data applicable to them pursuant to this Agreement, including the adoption of suitable and adequate security measures to protect personal data against the risks of destruction, loss, even accidental, of unauthorized access or modification of data or of processing not allowed or not in accordance with the purposes related to the Agreement.
4. The Parties undertake to achieve optimal mutual cooperation in the event that one of them is the recipient of requests for the exercise of the rights of the interested parties provided for in Article 12 and following of the GDPR or requests from the Control Authorities concerning areas of treatment of the other Party.
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](mailto:politecnicoditorino@pec.polito.it), for information and clarifications: [privacy@polito.it](mailto:privacy@polito.it); the data protection officer of the Politecnico can be contacted at: [dpo@polito.it](mailto:dpo@polito.it);
  - for the Company/entity 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, the name, and the economic value of the Contract.

#### **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 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 \_\_\_\_\_.
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 of the Principal.

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

In the event of termination of the 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 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 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 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. 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 18 – 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), 9 (Ownership of Industrial and Intellectual Property Rights), 10 (Access to the Results and knowledge), 11 (Disclosure and Publication of the Results), 13 (Confidentiality), 15 (Withdrawal and termination), 16 (Force Majure clause) and 17 (Applicable laws and disputes).

**FOR THE POLITECNICO**

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(\_\_\_\_\_)

(\_\_\_\_\_)

**FOR THE COMPANY/INSTITUTION** \_\_\_\_\_

THE LEGAL REPRESENTATIVE

(\_\_\_\_\_)