

PARTICIPATION IN EXPENSES FOR RESEARCH ACTIVITIES (*Or: EDUCATION*)

Between

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 University 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 _____, Tax Code/VAT number _____, with registered offices in (city) _____, (street) _____, (hereinafter, for the sake of brevity, also known as the “Principal”) represented by _____, born in _____ on _____, domiciled for this post at the headquarters of the Company

Given that

- a. Politecnico is a research university whose primary aims are progress in scientific and technological research and higher education in their necessary integration; also pursues its role in the development process of society, including through technology transfer and services to the territory;
- b. the Company _____ (*insert a reference to the Company’s mission*);
- c. the Company is interested in participating in sustaining the costs of Politecnico for development of the research activity (*or: education*) concerning _____ (detailed description of the nature and subject of the activity), under the scientific guidance of Prof. _____;
- d. the Company intends to finance these activities through payment of a sum towards the costs of research activities (*or: education*)

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

Article 1 - Obligations of the Parties

- ¹. The Principal shall grant the Department a sum equal to € _____ plus VAT 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 _____);

2. This sum may be used to cover costs such as, by way of example, but not limited to, research allowances or study grants, purchase of equipment, travel expenses, photographic services of the results achieved, etc.
3. Against payment of the sum referred to in paragraph 1, the Principal shall receive a report on the activities carried out as a result of the contribution and the Department shall undertake to quote the Principal, as financier, in any publications.
4. Politecnico will not be liable of any obligation in case, at its own discretion for matters arising from internal requirements, decrees to not carry on the activities object of this Contract and/or in the event of serious and justified grounds occurring after this agreement has been signed and may refuse to take payment of the sum or, if it has already been paid, return it to the Principal, at which time Politecnico will be released from the commitment referred to in paragraph 1.

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. 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 3 – Rights of the Parties to the Results

1. Politecnico will retain ownership of the results, deriving from the activity carried out thanks to the contribution covered by this Contract, as well as any material used to implement it.
2. The Principal cannot use any results that may be described in the report, received in accordance with paragraph 1, unless specific authorisation is given in writing by the competent bodies of Politecnico.

Article 4 – Confidentiality

1. The Parties acknowledge the classified nature of all confidential information exchanged in implementing this Contract, including the reports sent in accordance with paragraph 3, which cannot be passed to third

Parties, or be used for purposes differing from those for which they have been supplied, without prior written authorisation, by Politecnico.

3. The comprehensive ban on the disclosure of confidential information will remain in force under the same terms, even after the expiration of this Contract and for five years thereafter. Upon expiration or termination of this Contract, each Party will undertake to return to the other all the documents or materials they may have received, containing information or partial information of a confidential nature, as well as any copies provided.
4. If necessary, for specific requirements, the Parties may agree to sign a separate confidentiality agreement.

Article 5 – 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.
2. The use of Politecnico's distinctive signs may only be granted with prior written authorization, in accordance with the procedures governed by the applicable internal regulations.

Article 6 - Personal Data processing

1. The Parties mutually agree to know and apply, within their own organizations, the legislation concerning the protection of personal data and in particular the EU Regulation 2016/679 (General Data Protection Regulation, hereafter "GDPR")¹.
2. The Parties, each within the scope of its own purposes pursued by this Contract, act as autonomous Data Controllers and undertake to provide the data subjects, pursuant to Article 13 of the GDPR, with all information concerning the processing operations carried out by each of them²⁻³.

¹ In the case of not-EU subjects (outside the GDPR scope), replace paragraphs 1 and 2 with the following:

"1. Politecnico di Torino shall process personal data within the scope of the pursuit of its institutional purposes and solely for the purposes related to the execution of this Contract, in compliance with the EU Regulation 2016/679 and the relevant national legislation. Should the transfer of personal data to the other Party be necessary for the execution of this deed, the same may take place under the conditions set out in Articles 45, 46, 47 and 49 of the GDPR.

2. The Counterparty undertakes to comply with the legislation on the processing of personal data in force in the country where it is established and where the services are provided."

² In the event the Counterparty processes personal data on behalf of the University, pursuant to Article 28 of the GDPR, it is necessary to appoint it, by separate deed*, as Data Processor and, therefore, replace paragraph 2 with the following: *"2. For the purposes of the performance of this Contract, the Counterparty shall process personal data on behalf of Politecnico di Torino [editor's note: in the reverse case, i.e. when it is the Politecnico that processes the data on behalf of the Counterparty, amend the parenthesis], therefore, it shall be appointed, pursuant to Article 28 of the GDPR, by a separate deed attached hereto, which is to be considered an integral and substantial part of this Contract, as Data Processor."*

In the residual case of appointment in return, i.e. where each Party processes data on behalf of the Counterparty, add the following paragraph to the previous one: *"Likewise, the Counterparty shall appoint the Politecnico di Torino as Data Processor for the processing carried out by the latter on its behalf"*.

³ In the event that the Parties jointly determine the purposes and means of processing and, therefore, qualify as Joint Data Controllers, a specific Joint Ownership Agreement* must be signed, pursuant to Article 26 of the GDPR and, therefore, paragraph 2 must be replaced by the following:

"2. The Parties, in their capacity as Joint Data Controllers, in order to jointly determine the purposes and means of the processing, sign, pursuant to Article 26 of the GDPR, the attached Joint Ownership Agreement, which is to be considered an integral and substantive part of this Deed."

3. The contact details of the Parties for the purposes of this article are as follows:
 - for Politecnico, the Data Controller is Politecnico di Torino, with offices in C.so Duca degli Abruzzi, n. 24, 10129 Turin, in the person of the Rector *pro tempore*. The contact details of the Data Controller are PEC: politecnicoditorino@pec.polito.it, for information and clarifications: privacy@polito.it; the Data Protection Officer of Politecnico can be contacted at: dpo@polito.it;
 - for the Company the Data controller is _____, with offices in _____. The contact details of the Data Controller are PEC: _____. the data protection officer of _____ can be contacted at: _____

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

Article 7 – Force Majeure clause

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

Article 8 – Applicable laws and disputes

1. This Contract is regulated by Italian law. For anything that is not specifically indicated, the provisions included in the current regulations on the subject remain in force as far as they are compatible. The Parties, in fulfilling their respective obligations arising from this Contract, must observe and respect the provisions of the Code of Ethics.
2. The Parties undertake to act in full respect of human and fundamental rights of research integrity, as defined in particular in the Manifesto for Research Integrity in paragraph 12: *“We repudiate all forms of discrimination leading to the exclusion of any minority from the benefits obtainable through any research activity and undertake to maintain an open working environment for researchers and students from all over the world”*.

*The drafts of the "Appointment as Data Processor ex art. 28 GDPR" and "Co-processing Agreement ex art. 26 GDPR" are available in the Polytechnic intranet area "Documentazione privacy > Schemi contrattuali".

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

Article 9 - 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 mail exchange between the Parties.

Article 10 – Registration and expenses

1. This Contract is drafted by private writing in electronic format and by affixing the digital signature of the Parties.
2. This Contract is subject to registration in case of use and a fixed tax pursuant to articles 5 and 39 of Presidential Decree no. 131 of April 26, 1986, to be paid by the Party requesting registration.
1. The stamp duty of this Contract will be paid virtually by Politecnico di Torino with the authorization n. 5 of 2012 issued by the Revenue Agency, Territorial Office of Turin 1, protocol n. 167908/2012 and valid from January 1st 2013.
3. The cost of the stamp duty for this Contract shall be borne by _____⁴.

Turin, _____

FOR POLITECNICO DI TORINO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

FOR THE COMPANY _____

THE LEGAL REPRESENTATIVE

(_____)

⁴ If the stamp duty is to be borne entirely by the Company or in equal shares between Politecnico and the Company, add the following sentence: "The Company undertakes to refund the stamp duty in the amount of € _____ to Politecnico (insert department acronym), by bank transfer using the following coordinates _____ (insert department/administration iban), within 30 days from the signing of this Contract, taking care to state in the reason for payment "Participation in expenses for research activities (*or*: education)between _____ and Politecnico di Torino (insert department acronym) for _____"

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 1 (Obligations of the Parties), 3 (Rights of the Parties to the Results), 4 (Confidentiality), 5 (Use of distinctive signs of the Parties) and 9 (Duration ad Renewal).

FOR POLITECNICO DI TORINO

HEAD OF THE DEPARTMENT

HEAD OF THE SCIENTIFIC DIVISION

(_____)

(_____)

FOR THE COMPANY _____

THE LEGAL REPRESENTATIVE

(_____)