

CONTRACT FOR THE PROVISION OF SERVICES

between

the ... **[name of counterparty]** (hereinafter the "Client") with registered office in ..., Via ..., PEC (Certified Email) ..., P. IVA ..., C.F. ..., represented by ..., **[if any: date of birth ...]**, authorized to sign this act with ...

and

the **Department of ... of the University of Pavia** (hereinafter, "Department"), C.F. (Fiscal Code) 80007270186 and VAT number 00462870189, with registered office in Pavia, Via ..., represented by, pursuant to and for the purposes of Article 8, subsection 16, of the Manual of Accounting and Management Control annexed to the University Regulations for Administration, Finance, and Accounting, the Director, Prof. ..., **[if needed: date of birth ...]**, who is authorized to sign this act by resolution of the Council of the Department on (date) ...

given that

- the Client needs to carry out ...;

-the Department has the knowledge and equipment necessary to carry out the technical-scientific services indicated above,

which are to be considered an integral part of this contract, the Parties, as represented above, stipulate the following:

Article 1 – Object of the contract

The Client entrusts to the Department, which accepts, the execution of the following technical-scientific services ... (hereinafter, "Services").

The Services will take place exclusively at the facilities and laboratories of the Department¹.

(A possible clarification to be inserted here: For the execution of the Services indicated above, the Client will deliver to the Department, at its own care and expense, the necessary materials).

¹ If the activities are also carried out at the Client's premises or involve is staff staying at the Department's facilities, in addition to specifying this fact at this point of the contract, the text must be supplemented with the articles on health and safety in the workplace and on insurance, as foreseen in the standard model for contracts involving research activities.

Article 2 – Manner of execution of the services

The Department undertakes to carry out the services requested by the Client according to the following program: ... (**or**: "according to the program of activities annexed to this contract below n. 1, which is an integral and substantial part of it").

Once the services have been carried out, the Department undertakes to deliver to the Client a report on the activity carried out and on the results. The results will remain the exclusive property of the Client.

[Possibly] The results obtained may be used by the Department for educational and scientific purposes, subject to the written consent of the Client.

Article 3 – Supervisor of the activities

The supervisors for the execution of this contract are:

- Prof. ..., for the Department;
- the ..., for the Client.

Each Party shall promptly notify the other Party of any replacement of its supervisor.

Article 4 – Consideration and methods of payment

The Client will pay the Department a fee of €00 + VAT for each service performed / for the services performed.

The services that will be requested from the Department (**possibly**: for a minimum of n. ...) must be performed within the time provided for in Art. 2.

Payments will be made ... (**→ specify whether in a single solution or in installments**)

These sums will be paid by the Client to the Department within ... days from the date of the invoice.

(Possibly: The fee due to the Department in the event the number of services is exceeded will be further invoiced according to the same payment schedule agreed upon for the other invoices).

Each payment will be made (**formulation 1 → in the case of a contract with a public body or a contract with a private counterparty based abroad**;) by the Client to the current account in the name of ... at the ... branch of ... Bank (**→possibly also indicate address**) corresponding to the

IBAN code ... (**→ in the case of a public body, indicate the Treasury account at the Bank of Italy**).

Or (formulation II → in the case of contracts with a private counterparty based in Italy): The above sum will be paid by the Client exclusively through the PagoPA platform² against an invoice issued by the Department, using the Payment Notice provided at the same time. Payment Notices can be paid at the physical branches of banks, by home banking, ATMs, SisalPay, Lottomatica, or Poste Italiane, or by connecting to the "Payment Portal" of the University of Pavia (<https://pagamenti.unipv.it>).

Article 5 – Duration

This contract is valid from ... to...

Article 6 – Termination

The Parties may terminate this contract by means of a communication sent by registered letter with acknowledgment of receipt or PEC (certified email) to their respective institutional addresses, with advanced notice of at least [**→ indicate the number of months or days, in relation to the duration of the contract**].

In case of early termination of the contract, the Client will pay the Department the amount due in relation to the services performed and documentable up until the time of termination.

Article 7 – Confidentiality

The Department guarantees that the personnel it assigns to execute the contract will maintain, with regard to any unauthorized person and third parties, secrecy regarding the confidential information it obtains from the Client for the performance of the planned activities.

The Client shall periodically report to the Department the information subject to the confidentiality requirements so that the Department itself can adopt the necessary measures to avoid any disclosure to unauthorized parties, and vice-versa.

Such information shall be treated as such by the Department for a period of ... years following the termination of the contract, and vice-versa. Excluded from this obligation is any

² Public administrations, pursuant to current legislation (Article 5 of Legislative Decree n. 82/2005 - Digital Administration Code, Article 15, subsection 5-bis of Legislative Decree no. 179/2012, converted by Law 221/2012, and Article 65, subsection 2 of Legislative Decree n. 217/2017, as last amended by Legislative Decree n. 162/2019, converted by Law 8/2020), are called upon to use only the payment services offered by the PagoPA platform.

information that is already known to the Department and the Client, is in the public domain, or has been transmitted by third parties entitled to do so without any obligation of confidentiality. Any breach of confidentiality obligations by either of the Parties will entitle the other Party to obtain compensation for any damages suffered.

Article 8 – Use and publication of results

The Client may freely use the reports and/or results deriving from the activity covered by this contract, it being understood that, absent specific written agreements between the Parties, the direct use of the name and/or logo of the Department and the university for advertising purposes is excluded.

The Department may freely and without charge use these results for scientific and educational purposes. However, it may not use the results, whole or in part, for scientific publication without the prior written authorization of the Client.

Article 9 – Processing of personal data³

The Parties declare that they have been informed about the use of their personal data and authorize the processing of such data on computer and / or paper supports to fulfill all legal obligations, and in any event for the stipulation and execution of the relationship established under this contract, in the ways and within the limits necessary to pursue these purposes, also as regards communication to third parties where required for the execution of the contract itself or by virtue of regulatory provisions, in compliance with Regulation (EU) 679/2016 (hereinafter GDPR) and Legislative Decree 30 June 2003, n.196, as last amended by Legislative Decree 101/2018. Detailed information on data processing is available online on the websites of the Parties at the following addresses: <https://privacy.unipv.it/> and ...

Article 10 – Subscription and tax charges⁴

This agreement:

- will be digitally subscribed pursuant to Art. 24 of Legislative Decree 82/2005 (Digital Administration Code);

³ For the different formulations of the article, refer to the footnote to the same Article in the model contract for research activities.

⁴ Refer to the same Article in the model for research contracts for any alternative formulations.

- will be registered only in case of use pursuant to Articles 5 and 39 of Presidential Decree 131/86, by and at the expense of the Party requesting it;
- will have the stamp duty affixed by the Client in virtual mode from the beginning (only on the electronic original), pursuant to Art. 2, Table A, Tarif Part I, of Presidential Decree 642/72; the Client will inform the Department of the fulfillment of the stamp duty requirement.

Article 11 – Jurisdiction⁵

For any dispute that may arise between the Parties, and which cannot be resolved amicably, in relation to the interpretation, execution, and / or validity of this contract, the exclusive competent court is the Court of Pavia.

Article 12 – Communications

For any communication regarding this contract and its execution, the Parties will refer to the following addresses:

- Department of ..., Via ... n. ..., 27100 Pavia – PEC: ...;

- ..., Via ... n. ..., 27100 Pavia – PEC:

..., ...⁽¹⁾

Pavia...⁽¹⁾

The Client

Department of ...

The Legal Representative

Of the University of Pavia

The Director

(Mr./Mrs./Ms. ...)

(Prof. ...)

[Deed signed digitally – ⁽¹⁾ respective digital subscription dates]⁶

→ Additional articles/clarifications to be included in the contract, if necessary⁷

⁵ If there exists the option to resolve disputes by arbitration, please refer to the relevant article in the model for research contracts.

⁶ Regarding the signing of the paper originals of the contract, refer to the options provided in the model contract for research activities.

⁷ Please refer to the additional articles/clarifications provided for in the model contract for research activities.