

## Contract model for RESEARCH Activity

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### CONTRACT

between

the **Company/Firm** ... (hereinafter referred to as the “Client”) located in ... (town/city), ... (address), VAT number ..., Fiscal Code. ..., represented by ..., born at ... on (date) ..., authorized to sign the present document with ...

and

the **Department of ... of the University of Pavia** (hereinafter referred to as the “Department”), Fiscal Code. ..., located in Pavia, Via ..., represented, in compliance with article 8, subparagraph 17, of the Manual attached to the Regulations of the University regarding administration, finance and accounting, by the Director, Prof. ..., born at ... on (date)..., authorized to sign the present document by a resolution of the Board of Directors dated ...

hereinafter referred to jointly as the “parties” and singularly as the “party”  
given that

- the Client is interested in ...;
- The Department is undertaking theoretical and experimental research into ...

the following is stipulated and agreed upon

#### **Article 1 – Premises**

**I formulation:** The premises and the annexes (→ to be indicated only when required) constitute an integral and substantial part of the present contract.

**II formulation:** The premises constitute an integral and substantial part of the present contract, as do also the annexes even if not materially included at the express will of the parties, but placed in the records of each.

#### **Article 2 – Object of the contract**

The Client entrusts the Department with research activity regarding ..., in accordance with the following programme: ... / **Or:** in accordance with the programme more fully detailed in attachment 1 of the present contract.

#### **Article 3 – Duration of the contract**

The present contract has the duration of ... effective from ... (→ indicate if the date is that of the signing of the contract or a date subsequent to the signing).

#### **Article 4 – Withdrawal and termination**

Both parties may withdraw from the present contract presenting written communication to the other party by means of a registered letter with notification of receipt, with prior notice of ... (→ indicate the number of days or months).

In particular, the Client reserves the right to carry out the abovementioned option in the event of an interruption to the research activity for any motive whatsoever.

The infringement of even one of the norms that govern the present contract shall give the compliant party the right to terminate such contract for just cause by giving written notice via registered mail with notification of receipt to the other party.

In every case of early termination of the contract, the Client shall repay the Department a portion of the payment relative to the documented progress made in the research activity.

[It is however understood that termination of the contract does not imply entitlement by either party to claims of compensation or to payment beyond that already agreed upon from the other party. ] → ***paragraph to be removed in the case of the engagement of legal sanctions.***

#### **Article 5 – Amount of the contract and the modality of payment**

1. For the carrying out of the research activity which is the object of this contract, the Client undertakes to provide the Department with the total sum of € ....00, plus value-added tax.
2. This amount will be paid by the Client against an invoice issued by the Department as follows: ... (***for example:*** “the first instalment, of € ....00 plus value-added tax, at the moment of drawing up the contract; the second instalment, di € ....00 plus value-added text, ... months after the first payment, simultaneously with the delivery of a progress report on the research; the third instalment, of € ....00 plus value-added tax, as a total balance upon completion of the research, simultaneously with the delivery of the report on the findings of the research”. ***Or in accordance with other modalities agreed upon by both parties and to be adopted in this point of the article.***

#### **To be inserted should the circumstances require it**

The Client furthermore undertakes to deposit the sum of € ....00 (without value-added tax – debit note) to be used by the Department for the financing, at its discretion, of research grants, additional PhD bursaries, and fixed-term posts for researchers<sup>1</sup>.

3. The aforementioned sum will be deposited by the Client into the bank account bearing the name of ... and held at the ... (bank)..., agency at ... (address), which corresponds to the IBAN code ... (→ in the case of a public authority, the bank account of the State Treasury at the Bank of Italy).
4. ***Formulation I:*** The Department hereby declares that it will have no further claims in respect of the Client regarding the advancement of the research and the eventual results achieved, save in the case that these results are patented.

***Or***

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<sup>1</sup> In the case of direct financing of PhD bursaries or fixed-term posts for researchers on the part of the Client, it is however necessary to activate the specific agreements employed by the University of Pavia to govern the relative relationship between the parties, in line with the specific legislation of reference. The content of the subparagraph is indicative. Eventual variations may be requested on the basis of the specific needs of the Client, to be evaluated case by case with a view to establishing possible discrepancies.

***Formulation II, in particular cases where it is justified and however only in the case of opting for the first formulation of Article 8:*** The Department hereby declares that it will have no further claims in respect of the Client as regards the progress of the research and with reference to the results achieved, the contractual consideration being inclusive of every possible compensation.

#### **Article 6 – Obligations of the Department**

The Department undertakes to:

- make available, for the carrying out of the activities pursuant to the present contract, its own personnel, as well as the equipment and the resources required, using all of its knowledge and experience;
- allow Client personnel who have been appointed and authorized by the Department access to places where work is to be carried out for the entire duration of the present contract. In this case, the personnel of the Client must conform to the prevention and protection safeguards in force at the Department, including any specific measures should they be necessary (medical surveillance, the physical monitoring of ionising radiation). The encumbrance arising from the application of such measures shall be agreed upon by the parties, even by means of specific arrangements.
- appoint Prof. ... as the head of scientific research;
- arrange, upon completion of the research, a report on the activity undertaken, which shall be submitted to the supervisor of the Client for approval within ... days following the expiry of the contract.

#### **Eventual subparagraph to be inserted in the article should the circumstances require it**

In view of the complexity of the research activity to be undertaken so as to achieve the objectives of the present contract, the Department, should it find itself without personnel possessing particular skills, may make use of, at its own expense, the collaboration of one or more persons external to the university with whom it shall draw up an appropriate contract for the provision of services in accordance with the specific regulations in place, of the same duration as the present contract with, if necessary, any subsequent renewals. The persons recruited in this manner are to be subject to the same constraints of confidentiality, or in any event constraints incurred in the execution of the contractual activity, as those expected of all participants.

#### **Article 7 – Obligations of the Client**

The Client undertakes to:

- provide the Department with all the available information necessary for carrying out the work of the present contract, both at the commencement of the activity and during the course of the activity itself. With regard to confidential information, the Client undertakes to report, in each case, the nature of the confidentiality of such information and of the precise responsibilities to which the two contracting parties are committed.

Confidential information shall be treated as such by the University for a period of ... years. Information that is already known to the University, or that has entered the public domain, or that has been issued by a third party that holds the rights and with no commitment to confidentiality, is excluded from such an obligation;

- guarantee access to its premises, and those of organisations interested in the activity covered by the present contract, to the personnel of the University responsible for the carrying out of the activity itself;
- appoint as the person responsible for research Dr. ..., qualified to represent the Client in all its dealings with the University;
- contribute towards the implementation of the research in the event that it should be necessary for the successful outcome of the research itself, even through the use of its own personnel, premises, goods and services;
- provide a list of all those persons who seek access to the Department.

#### **Article ... – Penalties → *Other***

The Department, in the case of (a) failure to fulfil its obligation or (b) delay in the implementation of the service envisaged by the present contract for reasons for which it is directly to blame, shall pay the Client, by way of a fine, the amount corresponding to ... % of the total payment, in the first hypothesis (a), 0 of € ....00 for each day of delay provided that the Client has not put forward an intimation of fulfilling its obligations, in the second hypothesis (b).

The Department acknowledges that the application of the penalties provided for in the present contract do not preclude the Client from demanding compensation for any damages that it might suffer as a consequence of the delay.

In any event the parties agree that any amount owed to the Client by the Department, as a penalty or as compensation for damages, cannot exceed an amount that corresponds to ...% of the total payment envisaged by the contract.

#### **Article 8 – Ownership of the results<sup>2</sup>**

##### **First formulation – Client ownership of the results**

- The ownership of inventive, patentable or copyrightable results deriving from the research activity envisaged by the present contract, by means of an industrial property title, belongs to the Client, to whom are also reserved the patenting rights.
- In the event that the patenting of the results proceeds and the Client markets the products covered by the patent in question, the Client shall transfer to the Department a lump-sum payment of € ....., or ...% of the turnover generated from such products for ... years from the date of the first sales.

In the absence of sales, if after ... years from the date of the lodging of the patent the Client transfers ownership of the patent or grants licences for it, he shall pay the

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<sup>2</sup> The formulations proposed in the article are alternatives; the choice of one excludes the others.

University a lump-sum of € ....., or ...% of the net figures collected, for a period of ... years from the date of the first remuneration. → ***provision not to be inserted (from “In the event” to “remuneration”) in the case of option for subparagraph 4° of article. 5, II formulation.***

- The inventors have the right to be named as such in any patent applications, in accordance with the laws in force.
- The results obtained from the carrying out of the research programme may be published by the Department, with the prior written consent of the Client.

**Second formulation – Ownership of the results held by the University of Pavia**

- The ownership of inventive, patentable or copyrightable results deriving from the research activity envisaged by the present contract, by means of an industrial property title, belongs to the University of Pavia, which will decide whether to file a patent application. In this case, if the Client is interested in using the results, the University of Pavia will grant a licence against payment of an amount to be defined in a subsequent agreement between the parties.
- If the University of Pavia shows no interest in filing a patent application within a period of ... months, the Client shall have the right to lodge a patent application at its own expense, nominating the University of Pavia as joint holder. In this case the University of Pavia shall sell its ownership of the patent to the Client, who will request from the competent authorities the transcription of the deed of sale of the full ownership of the patent after its publication. In this hypothesis, the inventors have the right to be named as such in any patent applications, in accordance with the laws in force

**Third formulation – Joint ownership of the results**

- The ownership of inventive, patentable or copyrightable results deriving from the research activity envisaged by the present contract, by means of an industrial property title, belongs to both parties.
- The right to patent such results with the original title and any revenue from the commercial exploitation of the inventions belong equally to both parties.
- The inventors have the right to be named as such in any patent applications, in accordance with the laws in force.
- The inventors have the right to be named as such in any patent applications, in accordance with the laws in force

If the results of the research cannot be patented or otherwise protected in accordance with current legislation, they can be used and disclosed freely by the parties.

**Article 9 – Confidentiality**

The Department guarantees that those members of its personnel entrusted with the execution of the present contract will maintain, with regards to any unauthorized person and to third parties, secrecy in connection with the confidential information that they will obtain

from the Client for the carrying out of the duties involved in the implementation of the present contract.

#### **Article 10 – Personnel, responsibility, insurance**

- The activity carried out by each of the parties does not imply a duty of subordination with respect to the other party, and the personnel employed shall maintain to all intents and purposes their employment relationship with their respective employers.
- All employees of the Client who carry out the research activity that is the object of the present contract at the Department must be covered by insurance, the cost of which is to be borne by the Client, for any damage arising from third party liability risks and injury.
- Employees of the Client may not use any existing equipment at the Department before having received authorization from the Department head.
- Employees of the University benefit from accident insurance with INAIL (the Management on Behalf of the State formula) and from adequate insurance cover for risks deriving from third party liability.
- Employees of the University may not use any existing equipment at the premises of the Client before having received authorization from the person in charge.

In the event of injury to persons from either of the parties during the carrying out of the activity covered in the present contract, undertaken at their premises and *in itinere*, the interested party must proceed, in the manner and within the timeframe provided for under current legislation, in lodging an accident claim with the local INAIL, promptly notifying the other party of the occurrence.

#### **Article 11 – Health and safety at the workplace**

As defined in article 26 of the Legislative Decree 81/2008:

- with regard to the Department: the head of the Department shall supervise until the person responsible for the scientific research referred to in article 6 hereinabove undertakes to guarantee the health and safety of the parties involved in the contract, even through the coordination of safety laid down in article 26, Legislative Decree 81/08 and successive amendments and integrations, and in the Regulations of the University for the management of safety and prevention in tenders, work contracts and purveyance. The aforementioned head of Department shall assume the functions of the supervisor of the activity as defined by the current Regulations of the University for health and safety at the workplace.

Client personnel working at the Department must comply with the provisions of the law as regards the health and safety of workers at the workplace, and with the current regulations of the University.

- with regard to the Client: the person responsible for the research referred to in article 7 hereinabove shall take steps to guarantee, by means of appropriate coordination procedures as defined in article 26, Legislative Decree 81/08, the health and safety of the individuals involved in the contract. The aforementioned person shall monitor the

proper implementation of the prevention and protection measures adopted also on the part of hosted university staff, who are required to observe the legal provisions relating to the health and safety of workers at the workplace and the regulations in force at the premises of the Client.

**Article 12 – The handling of personal data**

The parties, in the event of the handling of personal data pertaining to the present contract, shall guarantee compliance with the regulations established by the Legislative Decree 196/03 – Code for the protection of personal details.

**Article 13 – Tax burden**

The present deed is subject to registration only in the event of its use, as defined in articles 5 and 39 of Presidential Decree n.131/86 and in fixed measure, and pursuant to Article 11 of the Tariff, Part One, of the aforesaid Presidential Decree, since the contractual services are subject to value-added tax at the expense of the requesting part. Stamp duty costs, in accordance with article 2, subparagraph 1, of Presidential Decree 647/72, shall be borne by the Client (→ or by the Department in particular cases that can be justified).

**Article 14 – Law applicable to the contract**

The present contract is governed by Italian law (→ or other law in the case of contracts with foreign counterparties who do not accept this condition).

**Article 15 – Court having jurisdiction<sup>3</sup>**

For any whatsoever dispute eventually arising from the interpretation, validity and execution of the present contract that cannot be settled amicably, the court having exclusive jurisdiction is that of Pavia (→ or another court in the case of contracts with counterparties, even foreign, who do not accept this condition).

***Alternatively***

**Article 15 – Arbitration<sup>4</sup>**

Any dispute whatsoever between the parties regarding the interpretation, validity, execution or dissolution of the present contract shall be resolved through arbitration, in accordance with article 806 et seq. of the Code of Civil Procedure. The board of arbitration shall consist of three arbitrators, one of whom shall be appointed by the University and another by the Client while the third shall be appointed by the two aforementioned arbitrators within thirty days of the appointment of the second or, failing such an agreement, by the presiding judge of the Court of Pavia. The party that promotes the arbitration proceedings shall appoint the first arbitrator with a request for arbitration; the other party shall proceed with its own nomination within twenty days of the request for arbitration; should no appointment be forthcoming, the second arbitrator shall be nominated by the presiding judge of the Court of

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<sup>3</sup> The two formulations of article 15 are alternatives, the choice of the first one excludes the second, and vice versa.

<sup>4</sup> The two formulations of article 15 are alternatives, the choice of the first one excludes the second, and vice versa.

Pavia. The arbitrators shall reach their decision in accordance with the law within 120 days. The arbitration shall take place in Pavia and shall be conducted in Italian.

**Article 17 – Final regulations**

- Each party shall promptly inform the other of any change of head of the scientific research activity
- Any variations to the research programme that may arise during the carrying out of the activity covered in the present contract shall be agreed upon by the parties in writing, even through the exchange of letters.
- For all those matters not expressly indicated in the present contract, the provisions set out in the laws in force in this field remain binding in as much as they are compatible.

Pavia, \_\_\_/\_\_\_/\_\_\_\_\_

The Client  
Legal Representative

The Department of ...  
of the University of Pavia  
The Head of Department

\_\_\_\_\_  
(Dr. ...)

\_\_\_\_\_  
(Prof. ...)

***If necessary***

While the clauses of the present contract are the result of negotiations by the parties, the parties themselves declare, in compliance with articles 1341 and 1342 of the Civil Code, that they expressly approve of the provisions of the articles ...

The Client  
Legal Representative

The Department of ...  
of the University of Pavia  
The Head of Department

\_\_\_\_\_  
(Dr. ...)

\_\_\_\_\_  
(Prof. ...)