

CONTRACT

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, paragraph 16, of the Manual of Accounting and Management Control attached to the University Regulations for Administration, Finance, and Accounting, the Director, Prof. ..., [if any: date of birth ...], who is authorized to sign this act by resolution of the Council of the Department on (date) ...

hereinafter also known as "Parties" (jointly) and "Party" (individually)

given

- ...;
- ...;
- ...;

agree and stipulate the following

Article 1 – Premises

First formulation: The premises and annexes [to→ **be indicated only if provided**] constitute an integral and substantial part of this contract.

Or, second formulation: The premises and annexes constitute an integral and substantial part of this contract, even if not materially attached by the express will of the parties, but in any event acquired in the documents appropriately signed by each party.

Article 2 – Subject of the contract

1) In cases of consultancy at the Department:

The Department commits to carrying out, at ... **[its own sites /laboratory of ...]** consultancy activities related to ...

2) **In cases of consultancy at the Client's premises:** The Department commits to carrying out at the Client's offices, based in ... consultancy services concerning ... **[if necessary, to be later added]** in the following way: ... (→ **clarify based on that agreed with the Client, for example:** n. ... weekly-monthly accesses, the time and day to be agreed).

Consultancy will be carried out by Prof. ..., scientific head of activities.

[If any] The results obtained from the consultancy may be used by the Department for educational and scientific purposes, including any publications, with the prior written consent of the Client which will not be unreasonably denied, without prejudice to the safeguards referred to in articles 3 and 5 below.

Article 3 – Amount of the contract and method of payment

1) If the amount is considered overall:

For the performance of the consultancy carried out, the Client undertakes to pay the Department a total fee of €00 plus VAT.

2) If the amount is determined for individual consultancies:

The Client commits to paying the Department the sum of € ... plus VAT for each consultancy service [→ **eventual clarification:** regarding accesses].

This amount will be paid by the Client against an invoice issued by the Department, using the following methods:... [→ **To be defined from time to time according to the methods agreed upon by the parties**].

Payments will be made [1 → **in the case of a contract with a public body or a contract with a private counterparty based abroad**: The above sum will be paid by the Client to the current account in the name of ... at the following Bank ... and branch office in ... [→ **possibly also indicate address**] corresponding to the IBAN code ... **[in the case of a public body →, indicate the Treasury current account at the Bank of Italy]**].

Or, → 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 platform¹, against an invoice issued by the Department, using the Payment Notice provided. Payment Notices can be paid at bank

¹ Public bodies, in accordance with current legislation (Article 5 of Legislative Decree No. 82/2005 - Digital Administration Code, Article 15, paragraph 5-bis, of Legislative Decree No. 179/2012, converted with L. 221/2012 and art. 65, paragraph 2, of Legislative Decree no. 217/2017, as recently modified by Legislative Decree no. 162/2019, converted by L. 8/2020), are called to adopt exclusively the services offered by the PagoPA platform.

branches, through home banking, ATMs, SisalPay, Lottomatica, or Poste Italiane, or by connecting to the "Payment Portal" of the University of Pavia (<https://pagamenti.unipv.it>).

The Department declares that, henceforth, nothing else will be requested from the Client regarding the performance of the consultancy and with reference to the results achieved, except in cases in which such results are patented. In this case, the Parties will assign to separate agreement the discipline of the management and valorization methods of any qualification obtained.

Article 4 – Duration of the contract

The present contract has a duration of ... from ... [→ **indicate whether it is the date of subscription or any other date after the subscription**].

Article 5 – Withdrawal and termination

Both parties may withdraw from this contract by giving written notice to the other party via a registered letter with return receipt or PEC (Certified Email) with an advanced notice of ... [→ **indicate the number of months or days in relation to the duration of the contract**].

In particular, the Client reserves the right to exercise the aforementioned faculty in the event of interruption of the research activity for any reason.

The violation of even a single rule regulating this contract shall give the compliant party the right to terminate the same for good cause, pursuant to Article 1456 of the c.c by communicating via registered letter with return receipt or PEC to the other Party. The contract will also be considered terminated by law if one Party fails to fulfil its obligations and does not fulfil this obligation within the 15-day period notified in writing by the other Party.

In case of early termination of the contract, the Client shall pay the Department a share of the payment proportional to the documented progress of the research activity or may ask the Department for the return of any sums already advanced but not yet used.

It is also understood that the termination of the contract will not entail the right of one Party to make claims against the other for compensation or payments beyond what has been agreed. [→ **paragraph to be deleted in case of provision for any articles on penalties**²].

² Concerning this, see the related article provided for in the draft contract for research activities.

Article 6 – Privacy

The Department ensures that the personnel it assigns for the execution of this contract will maintain the confidentiality of any information obtained from the Client for the performance of the planned activities, regarding any unauthorized person or third parties.

The Client undertakes to reporting to the Department, from time to time, any information that is subject to the confidentiality constraint so that the Department may take the necessary measures to avoid the disclosure of such information to unauthorized subjects, and vice versa.

This information must be treated as such by the Department for a period of ... years following the termination of the contract, and vice versa. This obligation excludes information that is already known to the Department and to the Client, is in the public domain or is transmitted by third parties entitled to and without an obligation of confidentiality.

Violations of confidentiality obligations of any kind for which one Party is responsible will give the other Party the right to obtain eventual compensation for any damage suffered.

Article 7 – Health and safety in the workplace

Base: The activities referred to in this contract will be carried out in compliance with current legislation on the health and safety of workers in the workplace and any eventual secondary obligations will be agreed between the parties in a separate agreement.

In cases where consultancy provided at the Client's offices, integrate with: any university staff who work at the Client's offices are required to comply with legal provisions on health and safety of workers in the workplace and as indicated in the Client's current legislation.

The Client is required to inform the university staff who provide the consultancy services provided for in this contract at their offices about the risks present in the workplaces attended and about the prevention and protection measures that may be adopted, including those relating to the management of emergencies. Where the conditions are met, the Client promotes the preparation of the Single Document for the Evaluation of Interference Risks, pursuant to art. 26 of Legislative Decree 81/08 and subsequent amendments.

Article 8 – Insurance

University employees who attend the Client's premises to carry out the activity provided for in this contract or related to its execution benefit from INAIL / state management protection and are also covered by a civil liability insurance policy.

In the event of injury to Parties' personnel while carrying out the activities referred to in this contract, conducted in the premises where these activities are being carried out and in progress, the interested Party must report the accident to the relevant INAIL office in the manner and time period provided for by current legislation, promptly referring the incident to the other Party.

Article 9 – Handling of personal data³

The parties declare that they are informed about the use of their personal data and authorize its handling using electronic means and/or in paper format, in order to fulfil all the legal obligations and for the stipulation and execution of the relationship established by this contract, in the ways and within the limits necessary to pursue these purposes, including communication to third parties, where envisaged for the execution of the contract or pursuant to regulatory provisions, in compliance with Regulation (EU) 679/2016 (hereafter GDPR) and Legislative Decree No. 196 dated 30 June 2003 and last amended by Legislative Decree 101/2018.

Detailed information regarding the handling of personal data is available online on the Parties websites at: <https://privacy.unipv.it/> e ...

Article 10 – Underwriting and fiscal obligations⁴

The contract:

- will be digitally undersigned pursuant to art. 24 of Legislative Decree 82/2005 (Digital Administration Code)
- will be recorded only if used in accordance with art. 5 and 39 of Presidential Decree 131/86, at the expense of the party requesting it;

³ For the different formulations of the article, refer to that established in the note to the same article provided for research activities standard format of contract.

⁴ Refer to the same article of the model contract format for research activities for any alternative formulations.

- will be duly stamped from the outset, pursuant to art. 2, Table A, tariff part I, of Presidential Decree 642/72, virtually, on the only electronic original, by the Client who will inform the Department that the tax has been paid.

Article 11 – Jurisdiction⁵

For any controversies that may emerge between the parties in relation to the interpretation, execution and/or validity of the contract that cannot be resolved amicably, the court of Pavia will have exclusive jurisdiction.

..., ...⁽¹⁾

Pavia, ...⁽¹⁾

The Client
Legal Representative

Department of ...
University of Pavia
Director

(Dott. ...)

(Prof. ...)

[Act signed digitally–⁽¹⁾ respective dates of digital undersigning]⁶

→ Any additional articles / details to be included in the contract, if necessary⁷

⁵ In cases in which an option for dispute resolution according to arbitration exists, please refer to the relevant article of the model contract format for research activities.

⁶ If signing the paper originals of the contract, refer to the options provided for in the standard contract format for research activities

⁷ Refer to the additional articles / clarifications provided for in the contract format for research activities.