

## Contract model for CONSULTANCY activity<sup>1</sup>

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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 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 by the Board of Directors dated ...

hereinafter referred to , jointly, as the, “parties”

stipulate and agree upon the following:

#### **Article 1 – Object of the contract**

##### **1) *In the case of consultancy provided at the Department:***

The Department of ... undertakes to carry out consultancy relative to ...at its *own premises/own ... laboratory*.

The consultancy shall be carried out by Prof. ..., the head of scientific activity.

##### **2) *In the case of consultancy provided at the premises of the Client:***

The Department of ... undertakes to carry out, at the premises of the Client, in ... , consultancy services relative to ... ***Further details to follow:*** in the following manner: ... access consisting of (number) weekly-monthly visits, the day and time of which are to be decided.

The consultancy shall be carried out by Prof. ..., head of the scientific activity.

#### **Article 2 – Amount of the contract and method of payment**

##### **1) *In the case of payment without indication of access (number of visits):***

The Client undertakes to pay, against an invoice issued by the Department, the amount of € ....., plus value-added tax.

##### **2) *In the case of payment with indication of access (number of visits):***

The Client undertakes to pay, against an invoice issued by the Department, the amount of € ....., plus value-added tax for each individual consultancy service effectuated during the visits. The billing frequency is as follows: ...

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<sup>1</sup> In the case of the provision of clauses regarding the ownership of the results and patent protection in the consultancy contract, refer to the clauses in the contract model for research activity.

The payments shall be made by transfer to 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).

**1) *I formulation:***

The Department hereby declares that it will have no further claims in respect of the Client regarding the carrying out of the consultancy.

**Or**

**2) *Formulation II, in particular cases where it is justified:***

The Department hereby declares that it will have no further claims in respect of the Client as regards the carrying out of the consultancy and with reference to the results achieved, the contractual consideration being inclusive of every possible compensation.

**Article 3 – Duration of the contract**

The present contract shall have 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 consultancy 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 consultancy 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 with the other party.

**Article 5 – Regime of secrecy**

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 6 – Health and safety at the workplace**

***Basis:*** The activity outlined in the present contract shall be carried out in full compliance with the current regulations regarding health and safety of workers at the workplace and any possible consequent obligations shall be agreed upon by the parties in a separate agreement.

***In the case of consultancy activity conducted at the premises of the Client, integrate with:*** University personnel who carry out their work at the premises of the Client 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 aforesaid premises.

The Client must inform those University personnel who carry out consultancy activity at its premises of the risks present in the work environments they frequent and of the prevention and protection measures that might be adopted, including those relating to the handling of an emergency. Where the conditions are met, the Client shall promote the drafting of a Single Document on Risk Assessment, pursuant to article 26 of Legislative Decree 81/08.

#### **Article 7 – Insurance**

Employees of the University who go to the premises of the Client to carry out the activity provided for in the present contract benefit from accident insurance with INAIL (the Management on Behalf of the State) and are also covered by an insurance policy covering third-party civil liability.

In the event of injury to University personnel during the carrying out of the activity covered in the present contract, undertaken at the workplace 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 8 – 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 9 – 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.

#### **Article 10 – Court having jurisdiction<sup>2</sup>**

For any whatsoever dispute eventually arising from the interpretation, execution and/or validity of the present contract that cannot be settled amicably, the court having exclusive jurisdiction is that of Pavia.

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

(Place, date)

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<sup>2</sup> In case of dispute resolution by arbitration, refer to the article "arbitration" of the model contract for research activities.

The Client  
Legal Representative

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

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(Dr. ...)

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(Prof. ...)