

## CONTRACT

between

[**Name of the counterparty**] (hereinafter, for the sake of brevity, "Client") with registered office in ..., Via ..., Certified email ..., VAT number ..., Tax Code. ..., represented by ..., [**if relevant**: born in ... on ...], authorized to sign this deed with ...

and

the **Department of ... of the University of Pavia** (hereinafter, for brevity, "Department"), Tax Code 80007270186 and VAT number 00462870189, based in Pavia, Via ..., represented, pursuant to and for the purposes of art. 8, paragraph 16, of the Accounting and Management Control Manual annexed to the University Regulations for administration, finance and accounting, by the Director, Prof. ..., [**if relevant**: born in ... on ...], authorized to sign this deed by resolution of the Department Council on [**date**] ...

hereinafter also "parties" jointly, and "party" individually considered that

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

the following is agreed upon and stipulated

### Article 1 - Premises

**1<sup>st</sup> formulation:** The premises and attachments [**→to be indicated only if called for**] form an integral and substantial part of this contract.

**Or 2<sup>nd</sup> formulation:** The premises are an integral and substantial part of this contract, as are the attachments, even if not physically included by the express will of the parties, but in any case amongst the documents appropriately signed by each party.

### Article 2 - Subject of the contract

The Department of... undertakes to carry out training activities relating to....

The training activity will be carried out by Prof. ... and will be performed at ..., based in ....

[**If relevant**] The contents of the training activities will remain available to the Client, who will be responsible for any materials and documents produced by the Department. The

Department, with the prior consent of the Client, may use materials and documents produced for its own didactic and scientific purposes, including any publications. This agreement is not exclusive. The Department may therefore enter into contracts with other counterparties for training activities in the same field, provided that, if the case arises, the Department is precluded from using documents and materials produced under the terms of the present contract.

### **Article 3 - Price of the contract and payment methods**

The Client undertakes to pay, against the invoice issued by the Department, the amount of € .....,00 VAT free pursuant to Article 10 of Presidential Decree no. 633/72.

Payments will be made [**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 Bank ..., branch of ... (**→ if necessary also indicate the address**) corresponding to the IBAN code... (**→ in the case of a public body, indicate the State Treasury account at the Bank of Italy**).

**Or [2 → 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 platform,<sup>1</sup> against an invoice issued by the Department, making use of the Payment Notice that is provided concurrently. Payment notices can be paid at physical branches of banks, via 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 as of now that it will expect nothing else from the Client as regards the carrying out of the activity envisaged by this contract.

### **Article 4 – Duration of the contract**

This contract will have a duration of... starting from... [**→ indicate if this refers to the date of signing, or to a different date subsequent to signing**].

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<sup>1</sup> Public administrations, 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, modified with L. 221/2012 and art. 65, paragraph 2, of Legislative Decree no. 217/2017, as most recently amended by Legislative Decree No. 162/2019, modified by L. 8/2020), are to adopt exclusively the services offered by the PagoPA platform.

## **Article 5 - Withdrawal and termination**

Either party may withdraw from this contract by giving written notice to the other party via a registered letter with return receipt or certified e-mail with 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 for any reason of the activity covered by the contract.

The violation of even one of the rules governing this contract will entitle the non-compliant party to terminate the same for just cause, pursuant to art. 1456 of the Italian Civil Code, giving notice to the counterparty by registered mail with return receipt or certified email.

In any case of early termination of the contract, the Client will pay the Department the due amount in relation to the documented progress of the activity, or may ask the Department to return any sums previously advanced but not yet used.

It is however understood that termination of the contract will not allow one party the right to make claims for compensation or requests for payment against the other in addition to what has been agreed. [→ **paragraph to be deleted in case of provision of any article regarding penalties<sup>2</sup>**]

## **Article 6 - Confidentiality**

The Department guarantees that the personnel assigned to implement this contract will maintain secrecy from any unauthorized person and from third parties regarding confidential information obtained from the Client for the purposes of carrying out the planned activities.

The Client undertakes to communicate periodically to the Department all information that is subject to confidentiality so that the Department itself may take measures necessary to avoid any disclosure to unauthorized subjects, and vice versa.

Such 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 the Client, that is in the public domain, or is transmitted by third parties entitled to and without obligation of confidentiality.

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<sup>2</sup> In this regard, see the related article pertaining to research activities provided for in the contract.

Any violations of the obligations regarding confidentiality for which one party is responsible will give the other party the right to obtain compensation for damage suffered.

#### **Article 7 - Health and safety in the workplace**

**Basic:** The activities referred to in this contract will be carried out in compliance with current legislation as regards the safety and health of workers in the workplace, and any consequent obligations will be agreed between the parties in a separate agreement.

***In the case of training provided at the premises of the Client or at other locations indicated by the same, integrate with:*** University staff who work at the premises of the Client or other offices indicated by the same are required to comply with the provisions of the law as regards the safety and health of workers in the workplace, and as indicated in current legislation at the workplaces frequented.

The Client is required to inform university personnel who work at their facilities or at the premises indicated by the same about the risks present at the work environments frequented and about prevention and protection measures that may be adopted, including those relating to management of an emergency. If circumstances require it, the Client shall promote the preparation of the Unified Text for the Assessment of Interference Risks, pursuant to art. 26 of Legislative Decree 81/08 and subsequent amendments.

#### **Article 8 – Insurance**

University employees who proceed to premises of the Client, or to other locations indicated by the same in order to carry out the activity envisaged by this contract or connected to its execution, benefit from protection offered by INAIL (Istituto Nazionale per l'Assicurazione contro gli Infortuni sul Lavoro) / State account management, and are also covered by a civil liability insurance policy.

In the event of an accident involving university staff during the implementation of the activities referred to in this contract, either at the workplace or travelling to/from the workplace, the interested party must report the accident to the local INAIL offices, in the manner and within the deadlines provided for by current legislation, promptly communicating the occurrence to the other party.

### **Article 9 - Processing of personal data<sup>3</sup>**

The parties declare that they have been informed about the use of their personal data and authorize its processing, either in hard copy or on computer, in order to fulfil all legal obligations. This is in any case functional to the stipulation and execution of the relationship established by means of the present contract, in the ways and within the limits necessary to pursue these purposes, even in the case of communication to third parties when this is 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 with Legislative Decree 101/2018. Extended information on data processing is available online at the websites of the respective parties: <https://privacy.unipv.it/> and ...

### **Article 10 - Subscription and taxes<sup>4</sup>**

This contract:

- will be digitally signed pursuant to art. 24 of Legislative Decree 82/2005 (Digital Administration Code);
- will be registered only in case of use pursuant to art. 5 and 39 of Presidential Decree 131/86, at the expense of the party requesting it;
- will be stamped from the outset, in accordance with art. 2, Table A, tariff part I, of Presidential Decree 642/72, in virtual mode; this will be done by the Client, who will also inform the Department that the relative taxes have been paid.

### **Article 11 - Jurisdiction<sup>5</sup>**

For any dispute that may arise between the parties in relation to the interpretation, execution and / or validity of this contract that cannot be resolved amicably, exclusive jurisdiction lies with the Court of Pavia.

..., ...<sup>(1)</sup>

Pavia, ...<sup>(1)</sup>

Client

Department of ...

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<sup>3</sup> For the different formulations of the article, refer to the footnote for the same article in the standard contract for research activities.

<sup>4</sup> Refer to the same article in the standard contract for research activities for possible alternative formulations.

<sup>5</sup> In the case of options for resolving disputes through arbitration, refer to the same article in the standard contract for research activities.

Legal Representative

The University of Pavia

Director

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(Prof. ...)

[Act signed digitally – <sup>(1)</sup> respective dates of digital signatures ]<sup>6</sup>

**→ Any additional articles / clarifications to be included in the contract if necessary <sup>7</sup>**

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<sup>6</sup> In case of signing a hard copy of the contract, refer to the options provided for in the standard contract for research activities.

<sup>7</sup> Refer to the additional articles / clarifications provided for in the standard contract for research activities.