COLLABORATIVE RESEARCH AGREEMENT

Between

the Università Iuav di Venezia, hereinafter referred to Iuav, tax code 80009280274, VAT 00708670278, represented by the rector pro tempore prof. Benno Albrecht born in Caracas November 10, 1957, domiciled for the office at the University IUAV – Santa Croce, 191-30135 Venice,

And

…………………………… based in ………………………………………. F.C. and VAT ……………………….(hereinafter called the Partner) represented by …………………………., born ………………….. in ……………………., domiciled in …………………………..;

Considering that

- Iuav, pursuant to art. 3 of its Statute, in the exercise of its functional autonomy, can promote, organize and manage, in collaboration with other public and private entities operating nationally and internationally, activities of common interest in fields related to its institutional purposes, and to carry out, with reference to the same sectors, services on behalf of third parties;

- the Partner is interested in acquiring information of a technical, scientific, informative for the study and development of ……………………………………………..;

- Iuav, in particular through the Department of Culture del Progetto has developed research concerning ……………………………. and is interested into experimenting and applying the obtained results so far by working with organizations and companies that operate directly in the specific area;

- Iuav, in particular the Department of Culture del Progetto, is dedicated to the ……………………………………………………………………………………………………………………………………………………………………….

- Iuav and the Partner have agreed to cooperate for developing the research concerning…………………………………..;

Given that

-The Iuav norm for the development of research agreements issued with Rector’s decree n. 607 on 26/11/2019;

-the resolution of the Department of Culture del Progetto on ……………………………………

with this present private agreement, it is hereby agreed as follows

Article 1 - Purpose

The Partner relies on Iuav, that accepts a research program relating to: ……………………………………….

The research program, agreed between parties, is divided into a series of activities described in the technical annex which is an integral and essential part of this contract.

(Research grants will be financed under this contract for the purpose of carrying out the activities in question.)

Article 2 - Duration

This agreement will have a duration of ................ months from the date of execution of this act and may be extended by mutual agreement on written request of the party requesting the extension.

Article 3 - Place of performance of the activities

The activities referred to in Article 1 shall be carried out at the facilities of Iuav, and where research needs so require, at the headquarters of the Partner with arrangements to be established between the scientific managers, according to the Covid-19 emergency regulations.

Article 4 – Research supervisors

Iuav Scientific supervisor for the execution of the research program is prof. ……………………………….

Manager/coordinator of the research program for the Partner is …………………………...

Article 5 - Scientific reports

Iuav supervisor will draw up:

- An interim report on the state of the activity, as well as detailing the activities carried out under the program during the reporting period, will highlight any achievements during that period on all the work set in the program and the program of work planned for the following period.

- A final report within 30 days from the date of the conclusion of the program with a description of all the results obtained.

Article 6 - Amount and method of payment

For the execution of the program under this contract the Partner will pay IUAV the total amount of Euro ----------------- (……………………, 00).

This amount will be paid after issuance of an appropriate invoice from the University, as follows:

• Euro ………………… at the signing of the agreement

• Euro ……………………. upon delivery of an interim report on the activities.

• Euro …………………………………… at the conclusion of the activity.

Article 7 - Protection of confidentiality

The Parties undertake to ensure for themselves and for their staff, strict confidentiality regarding the information, data, methods of analysis, research, etc.., of which they become aware during the research program pursuant to art. 1, not to disclose it to third parties and use it only for the achievement of the purposes covered by this agreement, to refrain from any action that might harm the patentability of these results.

Article 8 - Ownership of the results

Any result arising from the execution of this contract shall be the property of the contracting parties. The Partner will be able to use the out-put (relations/results) of the activities defined under this contract provided that – except for specific agreements signed by the Parties – the direct use of the name and logo of the University is not allowed for marketing purposes.

The possible patenting of the results achieved in common will be the subject of a separate agreement between the parties; in this case any publications will be subordinated to execute all the procedures concerning patent protection of the results.

Article 9 - Resolution

In case of default by either party of its obligations under this agreement, the same may be terminated, following notice to comply, pursuant to art. 1454 c. c.

They find application in which case the items set forth under Chapter XIV of the Fourth Book of the Civil Code as applicable.

Article 10 - Privacy policy

The parties do agree, pursuant to EU Regulation 679/2016 "General Data Protection Regulation", by Legislative Decree 196/2003 and subsequent amendments,

The Parties do agree to process personal data originating from this contract solely for the purposes related to the execution of this agreement.

The Data Controller is Iuav, Santa Croce 191, 30135 Venice, and can be contacted at the following email address: privacy@iuav.it. The Data Protection Officer can be contacted at the following addresses:

email dpo@iuav.it PEC dpo@pec.iuav.it.

The Partner undertakes to process personal data originating from the University solely for the purposes related to the execution of this agreement.

Article 11 – Disputes

Any dispute arising from this agreement will be subject to the jurisdiction of the Court of Venice.

Article 12 - Registration

This agreement shall be registered only in case of use. All costs related to this contract shall be borne by the requesting Party.

Iuav will paid the stamp duty virtually pursuant to Article 15 of the Presidential Decree 642`72 - Authorization of the Revenue Agency of Venice n. 29074/1999.

Read, approved and signed.

Università Iuav di Venezia ………………………………………..

The Rector …………………………………………..

Prof. Benno Albrecht Mr. ………………………………….

Technical Annex