CONTRACT FOR COMMISSIONED RESEARCH WITH PROPERTY OF RESULTS TO THE CLIENT

Between

The Università Iuav di Venezia, headquartered in Venice, S. Croce 191, f.c. 80009280274, VAT 00708670278, hereinafter referred to as Iuav, represented by Prof. Benno Albrecht, born 10 November 1957 in Caracas, Rector pro tempore of Iuav, domiciled for the office in Venice, S. Croce 191

And

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

Considering that

- IUAV, pursuant to art. 3, paragraph 2 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 Client is interested in acquiring information of a technical, scientific, informative for the study and development of ……………………………………………..;

-Iuav, in particular through the Dipartiment …………………………….., has developed basic and applicable research in the field of……………………………. and is interested into 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 ……………………………, is dedicated to the ……………………………………………………………………………………………………………………………………………………………………….

- That the Client considers it necessary to engage Iuav in the research program, as in possession of the technical and scientific expertise necessary to undertake the subject and, as already known for the quality of performance in the context of the above-mentioned fields, taking into account the experience of the Department of ……………………………………………………..;

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 Culture del Progetto on ……………………………………………….

with this present private agreement it is hereby agreed as follows

Article 1 - Purpose

The Client 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 contract 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 client with arrangements to be established between the scientific managers, according to the Covid-19 emergency regulations.

Article 4 - Obligations of the Parties

Iuav and the Client agree to exchange information and expertise they possess acquired in the field of study covered by this contract and for the purposes thereof, to the extent that both can freely dispose of them.

Each party will provide insurance cover laws of their staff who, by virtue of this contract, will be called to attend the execution venues of activities.

The staff of both parties is required to comply with the disciplinary regulations and safety standards in places of execution of the activities related to this contract, with mutual respect the regulations for the safety of workers referred to in d. lgs. 81/2008.

Article 5 - Amount and method of payment

For the execution of the program under this contract the Client will pay Iuav the total amount of Euro ----------------- (……………………, 00) plus VAT as required by law.

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

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

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

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

The payments referred to in this Article shall be made within 30 days from the date of receipt by the Client of invoices issued by Iuav.

Article 6 – Research supervisors

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

Manager / coordinator of the research program for the Client is dr. …………………………...

Any variation in the names above will soon be writing to the other party.

Article 7 - 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 15 days from the date of the conclusion of the program with a description of all the results obtained.

Article 8 - 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 in the course of 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 contract, to refrain from any action that might harm the patentability of these results.

Article 9 - Publications

In the case of results of special scientific interest that can be the subject of publication, Iuav can use them jointly or separately by the Client. The text of the scientific memory must be approved by the Clientl who shall, within 30 days, to express an opinion on the confidentiality of the results. After that time they are received without comments, Iuav shall be free to proceed with the publication separated by the Client.

Article 10 - Ownership of the results

It’s given to the Client full ownership of all results, even if they are not patentable, as well as patents and other rights of industrial property arising from the subject of this contract, without prejudice to the moral rights of the author or inventor under the existing laws, the Client undertakes to indicate in the application for patent the inventor's name and the entity on which it depends.

In the event that the execution of the research would lead to the registration of patent applications, the Client shall have the right to ask in his own name the patenting of results in Italy and abroad bearing related expenses, in which case Iuav will be held exclusively towards the Client to provide the same throughout the scientific documentation necessary for obtaining the above-mentioned patents.

In the event that the activities covered by this contract would lead to the registration of patent applications, the Client will be required to disclose Iuav, within 30 days of the registration of the patent application, including the date and the number of the same.

Patentable inventions of the Client’s technologies, that is primarily the result of the parties collaboration, including but not limited to the result of the Research Program, shall be the sole property of the Client. Iuav shall however be entitled to request to have a royalty free license to exploit such invention(s) within its academic research activity on fair and reasonable terms and conditions.

Article 11 - Withdrawal and termination

In case of default by either party of its obligations under this contract, 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 12 - 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 Client undertakes to process personal data originating from the University solely for the purposes related to the execution of this agreement.

Article 13 - Jurisdiction

Any dispute related and / or to the application and / or validity and / or interpretation of this contract, the jurisdiction will be in Venice.

Article 14 - 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.

Read, approved and signed.

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

The Rector …………………………………………..

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

Technical Annex