PROTOCOL OF AGREEMENT

between

- UNIVERSITÀ DEGLI STUDI DI PERUGIA, Dipartimento/Centro di … seated at … Via … n. … (fiscal and V.A.T. code …) in person of … (hereinafter “Unipg”)

and

- LA SOCIETA’ …, seated at … Via … n. … (fiscal and V.A.T. code …) in person of its pro tempore legal representative Mr. … (hereinafter “Company”)

[in line with the Notice it is possible to indicate several business partners]

(hereinafter "Party" and / or "Parties")

whereas

* the Parties intend to develop a Research Program in collaboration, as described in Annex A of this Agreement;
* Unipg intends to file a funding application for the activation of n. 1 research grant, with a duration of 12 months for a cost of € 24,000.00, for the implementation of the aforementioned research program in the context of the Public Notice (hereinafter "Notice") for the presentation of scientific research projects and technology to support the competitiveness of Umbria (POR FSE Umbria 2014-2020 - Axis 3 - Investment Priority 10.3 - Activation of "research grants" annuity 2018-2019, as per D.D. n. 3806 of 20/4/2018 of the Regional Directorate for Productive Activities, Labor, Training and Education of the Umbria Region);
* the Research Program is related to the scope / research areas ... of art. 7 of the Notice;
* the Parties pursue the following common objectives of the Research Activity:

• ...

• ...

• ...

* the Notice provides, as a preliminary and necessary prerequisite for participation in the aforesaid measure, the construction of a stable partnership between the Parties, through the signing of a protocol of agreement, already in existence or defined *ad hoc*, as in the case in question, in force at the date of submission of the funding application and valid with reference to the entire period of implementation of the Research Program agreed between the Parties;
* in case of admission to financing of the Research Program, the Parties accept to comply with the provisions of the Notice and related annexes, including the General Operations Manual (Ge. O) and its modifications and the Si.Ge.Co. and its modifications;
* in case of funding for the Research Program, Unipg, as the beneficiary of the funding recognized by the Region of Umbria in relation to the Research Program, will have to sign the unilateral commitment, launch the research activities after the notification of approvation of funding on the BUR, subscribe the third-party liability insurance policy (RCT) and open of a specific insurance position (INAIL) on the risk related to the activity carried out by the recipient of the research grant for the duration of the Research Program.

All of this premised and considered,

the Parties agree as follows

ART. 1 – SUBJECT

1.1 - The purpose of this Agreement is to consolidate and develop relations between the Parties, through the implementation of the Research Program, as set out in Annex A, having as primary purposes (i) the promotion and support to qualification of Unipg's scientific research activities, in the meaning of industrial and production activities, and (ii) the innovation of products, processes and production models, also with a view to internationalization, technology transfer and the effective growth of investments made by the Company in R&ST and in the … areas [as reported in the third premise].

1.2 - The Parties, in implementation of this Agreement, undertake, in the event of being admitted to financing, to carry out the part of the Research Program within their competence and to confer the resources, the materials, and / or the contributions for their purchase, the facilities and equipment of their competence, as provided in Annex A of this Agreement, which is an integral and substantial part thereof.

ART. 2 - DEFINITIONS

2.1 - For the purposes of this Agreement, capitalized terms have the following meaning:

* Research Program: the project divided into a series of activities of the Parties, described in Annex A.
* Knowledge and Results deriving from the Research Program: any invention, discovery, works protected with copyright, software, information or data, etc. protected or non-protected, which have been developed / discovered / implemented in execution of the Research Program.
* Confidential Information: information, data, methods of analysis, research, research results and any other knowledge, transmitted verbally, in writing, or by any other means, made available to the Receiving Party by the Informing Party under this Agreement, not publicly accessible, provided that such information:

• is not already in the public domain, *i.e.* subject to publication before transmission;

• has not already been disclosed to third parties without any obligation of confidentiality;

• is not already in the possession of the Receiving Party without any obligation of confidentiality;

• has not been developed by the Receiving Party independently of this Research Program;

• do not concern potential risks associated with the execution of the Research Program referred to in this Agreement and is not an information whose disclosure is imposed by the observance of provisions of law or regulation, or the implementation of a public provision authority, provided that the Parties have previously consulted about the modalities and contents of such disclosure.

ART. 3 - DURATION

3.1 - This Agreement enters into force on the date of its subscription and will be automatically resolved, without the need for any formalities or fulfillment, in the following cases:

- if, as a result of the selection procedure, the Research Program is not considered eligible for funding by the Umbria Region;

- in case of admission to funding of the Research Program, at the date of conclusion of the Research Program, which must take place by 31/12/2019, without prejudice to the effects of any extensions granted by the Region of Umbria, in line with the provisions of the Notice.

ART. 4 - ECONOMIC COMMITMENT

4.1 - Each Party is responsible for the expenses related to its research activities, as provided for in the Research Program.

ART. 5 - ACTIVITIES AND RESOURCES

5.1 - The Parties guarantee the realization of the activities for which they are responsible under the Research Program, as described in Annex A.

5.2 - The activities covered by this Agreement are carried out in part at the Department of ... of Unipg, and partly at the company headquarters of the Company, which makes available its human and instrumental resources for the implementation of the Research Program.

5.3 - The Parties mutually acknowledge that, in order to facilitate the carrying out of the activities and the achievement of the objectives set forth in this Agreement, mutual access is granted to the laboratories and facilities to the Scientific Officers, as per the following art. 6, and to the personnel of the Parties involved in the activities.

5.4 - Each Party undertakes to transmit to the other Party the partial or final results of the Research Program (*e.g.* reports, samples, etc.) on a monthly (or quarterly, etc.) basis, by means of a written report to be submitted:

• for Unipg a ...

• for the Company to ...

ART. 6 - GOVERNANCE OF THE RESEARCH PROJECT

6.1 - Unipg designates, for the purposes of this Agreement, as the Scientific Responsible and as the contact person for the direction of the activities within the Research Program, Prof./Dott. .... The Scientific Responsible of Unipg will also have the role of tutor of the recipient of the research grant provided by the Research Program.

6.2 - The Company appoints, for the purposes of this Agreement, as the Scientific Responsible and as the contact person for the direction of the activities within the Research Program, the Dott. … .

6.3 - Any replacement of the Scientific Responsible of a Party must be communicated to the other Party in writing and with reasonable notice.

6.4 - During the activities, the Scientific Responsibles may agree in writing any updates and / or changes to the planning of the activities, which are appropriate and necessary for the best outcome of the activities themselves, or deriving from the nature of the results achieved, providing at the same time to update Annex A to this Agreement and, if necessary, to agree, always in writing, the modification of the related economic commitments.

ART. 7 - CONFIDENTIAL INFORMATION

7.1 - The party receiving the Confidential Information ("Receiving Party") from the other party ("Informing Party") is obliged to maintain for it the same degree of confidentiality adopted for its confidential information and, in any case, never below a reasonable degree of confidentiality. The Receiving Party will not use the Confidential Information received from the Informing Party, except in connection with the Research Program. The Receiving Party undertakes not to disclose the Confidential Information to third parties and not to use the same, without the prior written consent of the Informing Party, for purposes other than those provided for in this Agreement. The Receiving Party also guarantees that it will transfer the Confidential Information received from the Informing Party exclusively to its employees / collaborators involved in the research activities, for the sole purpose of allowing the carrying out of the activities envisaged by the Research Program.

7.2 - The Parties undertake to respect the obligations of confidentiality for further ... years from the expiration or early termination of this Agreement.Upon expiration or early termination of this Agreement, the Receiving Party, upon written request of the Informing Party, shall return or destroy (at the discretion of the Informing Party) all Confidential Information received and still in its possession and all copies thereof.

ART. 8 - INTELLECTUAL PROPERTY AND RESULTS OF RESEARCH

8.1 - Each Party is and remains the sole owner of the knowledge and information held by the same on the date of signing this Agreement, or acquired during the course of the Research Program, but outside and independently of it, even if related to the same field scientific, as well as the related industrial and intellectual property rights.

8.2 - Ownership of the Knowledge and Results deriving from the Research Program, even if they are obtained within the maximum period of 24 (twenty-four) months from the conclusion of the same, and of the relative intellectual property rights, except in any case the rights due to inventors on the basis of the legislation in force, will be equally shared between the Parties, although any patent and / or protection costs related to the aforementioned results will be fully borne by the Company.

8.3 - It is also envisaged, in favor of the Company, an option right on the purchase of the 50% share of Unipg on any patent obtained as a result of the Research Program, to be exercised by the Company - by sending to Unipg a registered letter indicating the intention to purchase the aforementioned quota - within 12 months from the filing of each patent application.

8.4 - For each patent application for which the 50% share of Unipg is sold to the Company as per paragraph 3 above, the Company undertakes to recognize to Unipg a royalty equal to ...% [insert a value negotiated between the parties between 3 and 6%] on the turnover generated by the commercial exploitation of the product covered by the patent application or patent, whose share of co-ownership has been sold by Unipg pursuant to the preceding paragraph.

8.5 The Parties agree, from now on, that the commercial management and the exploitation of the Knowledge and Results deriving from the Research Program, which may be the subject of patent application / s, will be regulated in successive and separate agreements, to be stipulated before the filing of any application for priority.

ART. 9 - PUBLICATION OF RESULTS

9.1 - In case of Knowledge and Results deriving from the Joint Research Program, in full and effective collaboration, derived from homogeneous and not objectively distinguishable Parties' contributions, the Parties undertake to jointly publish the publications, provided that such publications do not compromise the protection of results. The publications must always include the names of the authors / inventors.

9.2 - In the case of results derived from Parties’ autonomous and separable contributions, each Party may independently publish and / or disclose the results of its research activities, expressly recognizing the contribution of the other Party and requesting prior authorization to publication in writing. The aforementioned authorization will not be unreasonably denied and will be linked to strict considerations on the protection and exploitation of intellectual property and on the industrial development of these results.

9.3 - Any disclosure to third parties, written or oral and by any other means, concerning the Knowledge and Results of the Research Program, must always mention the collaboration between the Parties under this Agreement and the co-financing of the European Social Fund within the implementation of the ROP, in compliance with the guidelines for the communication and publication of the activities financed by the FSE 2014-2020, approved by Regional Government Decree No. 195 of March 6, 2018 of the Region and referred to in art. 19 of the Notice.

ART. 10 - FINAL CLAUSES AND JURISDICTION

10.1 - None of the Parties may assign its rights and / or obligations arising from this Agreement without the prior written consent of the other Parties.

10.2 - This Agreement, together with its Annex, constitutes the only and complete agreement between the Parties regarding its subject matter and cancels and replaces all the agreements and agreements previously made between the Parties, both written and oral. No changes may be made to this Agreement except for those made in writing by the Parties.

10.3 - This Agreement is governed by Italian law. All disputes relating to its interpretation and / or execution will be entrusted exclusively to the Court of Perugia.

10.4 - Even if any provision of the present Agreement results as null and/or void, the other understandings will retain full force and effectiveness, provided that the Parties agree as of now the commitment to negotiate in good faith new valid and effective substitutive provisions.

10.5 - None of the Parties will be held responsible for the non-fulfillment of the obligations under this Agreement if the non-performance or inexact performance of the service is due to chance or force majeure.

10.6 - The provisions referred to in Articles 4, 5, 7, 8, 9 will also be effective upon expiration of this Agreement.

ART. 11 - COMMUNICATIONS

11.1 - All communications to be sent pursuant to this Agreement must be made in writing (transmitted by fax, e-mail, registered letter, PEC etc.) and must be sent to the following addresses:

* for Unipg: ...
* for the Company: ...

11.2 - Each of the Parties, by means of written communication sent to the other party by the means mentioned above, may indicate a different domicile elected.

ART. 12 - REGISTRATION AND STAMP TAXES

12.1 - This Agreement is subject to stamp duty from the beginning. The stamp duty is charged to ....

12.2 - This Agreement is subject to registration in the event of use pursuant to art. 1 of the Tariff - second part attached to the D.P.R. April 26, 1986, n. 131 and subsequent modifications.

Read, approved and undersigned.

Place and date

|  |  |
| --- | --- |
| Università degli Studi di Perugia - Dipartimento di … | La Società … |

Annex A

Research Program

[resume and detail the contents of the C form for the presentation of the research program]