

## RESEARCH CONTRACT

### BETWEEN

The Organisation and/or Company ..... (hereinafter the "Client"), registered offices in ....., Tax Code ....., in the person of its legal representative .....

and

Centro di Spesa (hereinafter "Centre") registered offices in P.le Aldo Moro, 5 – 00185 Rome, Tax Code 80209930587, represented by the Director, Prof. ...

### WHEREAS

.....

.....

HEREBY AGREE AND STIPULATE THE FOLLOWING

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

The Client appoints the Centre, which accepts, to conduct the research/research programme concerning (*a detailed description of the research should be provided, normally through an attached technical outline*)

#### **Article 2 - Research programme**

The research programme agreed between the contracting parties consists of a series of activities described in the attached technical outline, which also reports the objectives to be pursued. Updates to the detailed activity plan may be agreed by the contract's scientific supervisors in relation to the progress of the activities, within the limits of the research programme in question.

#### **Article 3 – Scientific supervisor**

The Centre appoints Prof/Dr ..... as scientific supervisor for the conduct of the research (*more than one supervisor may be appointed*).

The Client appoints Dr ..... as its representative/contact for all activities and matters inherent to the conduct of the research.

#### **Article 4 - Payment**

The Client undertakes to pay the Centre the sum of €..... + VAT as payment for the conduct of the activities set forth in this contract, without prejudice to article 10 below.

#### **Article 5 – Payment procedures**

The Client shall pay the Centre the sum set forth in **article 4** above as follows:

- ...% of the total fee on stipulation of the contract;

- ...% of the total fee on .....
- the remaining ...% on .....

The sums shall be paid at the times described above following the issue of a pro forma invoice by the Centre. The invoice shall be issued once payment has been made to bank account no. \_\_\_\_\_ in the name of the Centre \_\_\_\_\_

#### **Article 6 – Duration of contract**

This contract shall come into force on the day it is signed by the Centre and the Client and shall have a duration of .....; it may be renewed by written agreement approved by the parties' competent organs, to be proposed with notice of at least ... months.

#### **Article 7 - Confidentiality**

*(Pursuant to articles 98 and 99 of Legislative Decree no. 30 of 10 February 2005, research contracts on the behalf of third parties require confidentiality in the conduct of activities; the binding clause concerning confidentiality must in any case be of limited duration, normally corresponding to the validity of the contract. If the client requires a further extension, this must not in any case exceed five years from the expiry of the contract).*

The Centre, in the person of the scientific supervisor, is obliged to maintain the confidentiality, with respect to any person not involved in the research activities regulated by this contract, of facts, information, notions and documents to which it becomes privy or with which it is provided by the Client pursuant to this contract for the period of the contract's validity.

Similarly, the Client is obliged to maintain the confidentiality, with respect to any person not involved in the research activities regulated by this contract, of facts, information, notions and documents to which it becomes privy or with which it is provided by the scientific supervisor or his/her assistants pursuant to this contract that do not constitute the subject of the contract.

#### **Article 8 - External consultancies**

The Centro di Spesa ..... may appoint specialist companies to perform specific activities or appoint external consultants under this contract, and may make use of other institutes, research centres or test laboratories for specific needs. Use of external professional consultants shall be regulated through contracts drawn up in compliance with the University's Administration, Finance and Accounting Regulations, in respect of current legislation. In the event that teaching staff from other Universities participate in the research programme, they must be authorised by their own University and be reported in the list of university staff attached hereto.

#### **Article 9 - Ownership of research results and publications**

The results of the research shall be the property of the Client, without prejudice to the moral rights of the author and inventor pursuant to applicable laws.

The Centre, in the person of the scientific supervisor, may use the aforesaid results, freely and free of charge, for its internal use only.

The Centre may also use them in scientific publications and/or presentations during conferences, conventions, seminars, etc., on condition that it cites the agreement under which the research was

conducted and that it obtains the prior written authorisation of the Client, which shall not be **unreasonably** denied and shall be bound to strict considerations concerning the protection and exploitation of its intellectual property and industrial development of the aforesaid results.

### **Article 10 - Patentable results**

*(Two alternative clauses are proposed for article 10: A and B (broken down into B1, B2 and B3). The choice of which to use depends on the relationship, the nature of the client, the characteristics of the inventions to be protected and the prospects of their exploitation).*

**Clause A)** Any patentable results and/or inventions deriving by chance from this research shall be the property of the Client, without prejudice to the moral rights of the author/inventor as provided by applicable law. As fair reward, the Client undertakes to pay the Centre the sum of €..... (determine a minimum sum equal to at least 10% of the value of the funding concerned in this contract if it is not more than €52,000 (fifty-two thousand euros) + VAT; if the funding for this contract is more than €52,000, an additional minimum of 5% should be added to the above for the part exceeding the sum of €52,000.) This fair reward shall be paid to the Centre at the time that the first patent application is submitted.

The Client undertakes to indicate the name of the inventor and his/her employee in the patent application, with the obligation to notify the University within 30 days of the filing of the patent application, indicating its date and number. This notice must be sent to Sapienza Università di Roma, Ufficio Valorizzazione Ricerca Scientifica e Innovazione, Sett. Trasferimento Tecnologico, P.le Aldo Moro 5, 00185 Roma by post, or by e-mail to [trasf\\_tecnologico@uniroma1.it](mailto:trasf_tecnologico@uniroma1.it).

**Clause B)** Any patentable results and/or inventions deriving by chance from the research shall be jointly owned and filed. Università La Sapienza, in respect of applicable legislation on industrial property and its own internal regulations, and in order to enable the industrial and commercial exploitation of the patents, undertakes to transfer, through an exclusive license, its share to the client:

*(three options)*

**B1** according to the procedures, terms and conditions to be established in subsequent agreements;

**B2** on payment of an initial lump sum and regular royalties, to be calculated on the basis of the gross income deriving from exploitation of the invention (for ... years and/or up to a maximum of ... times the value of the funding) recognised with this contract, according to the procedures, terms and conditions to be established in subsequent agreements.

**B3** on payment of a one-off lump sum of €..... (determine a minimum sum equal to at least 15% of the value of the funding concerned in this contract if it is not more than €52,000 (fifty-two thousand euros) plus VAT; if the funding for this contract is more than €52,000, an additional minimum of 8% should be added to the above for the part exceeding the sum of €52,000.) Of this sum, half shall be paid on filing of the first patent application and the other half once the first patent is granted (in Italy or abroad).

### **Article 11 - Use of logo**

The Parties' logos may be used in the context of the joint activities forming the subject of this agreement. This contract does not confer any authority to use the university's name, brand or visual ID for commercial or advertising purposes. Any such use, which shall be exceptional and/or external to institutional activities, shall be subject to payment, regulated by specific agreements approved by the competent organs and compatible with the safeguarding of the university's image.

#### **Article 12 - Unilateral withdrawal from the contract**

The parties may withdraw from this contract through notice to be sent by recorded delivery at least .... in advance.

In the case of withdrawal by the Client, it shall pay the Centre the costs incurred and spent pursuant to the contract up to the time of receipt of the notice of withdrawal. *(It would be advisable to agree with the contracting party a clause to the effect that in compliance with the provisions of article 1671 of the Italian civil code concerning contracts for services, the Centre shall be paid a further sum of compensation for the withdrawal, which sum may also be established as an all-inclusive percentage of the overall fee envisaged by the research contract)*

#### **Article 13 – Protection of personal data**

The Centre shall handle, disseminate and communicate personal data inherent to this contract within the context of the pursuit of its institutional aims and as envisaged by its own regulations issued in implementation of Legislative Decree 196 "Code on protection of personal data".

The Client undertakes to handle personal data originating from the University solely for the purposes connected with the performance of this contract.

#### **Article 14 - Disputes**

In the event of any dispute over the interpretation or performance of this contract, an amicable solution shall be sought. Where this is not possible, the Court of Rome shall have jurisdiction.

#### **Article 15 - Registration and costs**

This document shall be registered only where it is to be enforced, pursuant to Article 5, subsections 2 and 39 of Presidential Decree 131/1986. Costs inherent to this contract are payable by the Client. Stamp duties are at the expense of the Client.

Rome, [date] .....

FOR THE CENTRO DI SPESA

FOR THE CLIENT