AGREEMENT BETWEEN ... AND DEPARTMENT OF ... OF FLORENCE UNIVERSITY FOR RESEARCH ON THE FOLLOWING SUBJECT “...”

Between
...
tax identification number ...
with premises in ...
hereafter referred to as “XXX”, represented by ..., ...

and

The Department of ... of Florence University, tax code and VAT n° 01279680480, hereafter referred to as “YYY”, represented by Prof. ... in the capacity of Department head (hereinafter individually a "Party" and collectively "the Parties")

whereas

(short motivation for the agreement, e.g.: YYY has expertise in the field of... and XXX wishes to carry out part of its research in collaboration with Florence’s Department...)

the following agreement is drawn-up

Art.1. – Subject of the Contract

YYY will carry out a research for XXX on the following subject “...”. The technical and scientific details of the research with related duties and deadlines of YYY, as well as the terms for related payments are reported in the Technical Annex 1, which is an integral part of this agreement.

Art. 2. Research Principal Investigator

The person in charge of the research is Prof. .... The research will be carried out in the laboratory...(complete address)
**Art. 3. Results and Intellectual property**

The foreground of each party is and remains property of the same party.

The results of the research will be the property of ..., with the exception of results that can yield to a patent, which, according to existing laws, should be co-authored by all those who contributed to the invention.

**Oppure (selezioni l’opzione più idonea, cancellando l’altra):**

The parties agree that, due to the nature of the research, it is not expected that patentable inventions can arise from this activity.

Possible joint results of the research will be published after both parties have agreed about the publication terms.

**Art. 4. Confidentiality and publicity**

YYY and the staff involved are bound to respect the obligations of non rivalry and confidentiality. YYY will ensure that the research programme is not revealed to third parties.

YYY will keep as confidential the data, information, drawings and all other material that is the property of XXX and is made available to YYY for carrying out the present research.

*(Possible details about which information must be considered confidential are specified in the Technical Annex)*

**Art. 5. Duration**

The research will last ... starting from the date of the stipulation (*) of the present deed. The duration can be extended through an agreement signed by the parties.

*When the signatures have not been placed contemporarily, the date of the last signature marks the stipulation of the deed.*
Art. 6. Fees

The payment terms are specified in the Technical Annex. All payments will be made by XXX, on presentation of debit notes addressed to:

... *specify the complete address*

followed by regular invoices. The payments will be addressed to:

University of Florence: IBAN number IT88A0200802837000041126939 (SWIFT Code…).

Art. 7. Final dispositions

For whatsoever has not been expressly agreed, the laws of the Civil Code abide. All disputes or differences between the Parties arising out or in connection with this Agreement which the Parties cannot settle amicably shall be finally submitted to the jurisdiction of the defendant, that is ..., if XXX is the defendant, Florence Court if the University of Florence is the defendant.

Art. 8. Cost of the Contract

The present deed will be registered only in the case of use, according to art. 5, paragraph II of the D.P.R. 26/10/1972 n.634 and subsequent modifications; the applicant is responsible for the necessary arrangements and expenses, including the cost of stamps.

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For the **XXX party**

**Place**, ..........................*(date)*

(...., .... e.g.: Chief Financial Officer)

........................................Signature

For the **YYY party**

**Florence,** ..........................*(date)*

(…, Department’s Head)

........................................Signature

Checked by Florence principal investigator

Prof. ....

........................................Signature