

## AGREEMENT BETWEEN<sup>1</sup>

THE DEPARTMENT/CENTRE OF .....  
THE DEPARTMENT/CENTRE OF .....  
THE DEPARTMENT/CENTRE OF .....

### AND

THE INSTITUTION/COMPANY .....  
THE INSTITUTION/COMPANY .....  
THE INSTITUTION/COMPANY .....

### TO ESTABLISH THE JOINT RESEARCH LABORATORY

“.....”

### WHEREAS

- The interested parties *(eliminate or add items according to the number of parties)*:

**The Department/Centre of** ..... of the University of Florence, hereinafter called “**Main Department**”, Tax ID and VAT n. 01279680480 with headquarters in ....., legally represented by Prof. .... place of birth ..... date of birth....., in his/her position as Head of the Department,

**The Department/Centre of** ..... of the University of Florence, as a participating Department, Tax ID and VAT n. 01279680480 with headquarters in ....., legally represented by Prof. .... place of birth ..... date of birth....., in his/her position as Head of the Department,

**The Department/Centre of** ..... of the University of Florence, as a participating Department, Tax ID and VAT n. 01279680480 with headquarters in ....., legally represented by Prof. .... place of birth ..... date of birth....., in his/her position as Head of the Department,

**The Institution/Company** .....,  
Registration and VAT n. .... Head office’s full address  
..... Legally represented by .....

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<sup>1</sup> The Joint Laboratory can be set up between a single Department or Research Centre of the University of Florence and only one external Institution (private or public) or between a plurality of both types of subjects. In the case of multiple Departments/Centres it is necessary to identify the Main Department/Centre.

**The Institution/Company** .....,  
Registration and VAT n. .... Head office’s full address  
..... Legally represented by .....

- The University of Florence has issued, with Rector Decree n. 60231 (433) of 11/04/2018 the Regulations for University – External Subjects Research Laboratories that sets forth reference rules for the establishment of joint research laboratories.
- The Joint Laboratories and Sponsored Research Commission, during the sitting of ....., has evaluated the establishment of the proposed Joint Laboratory positively.
- The Council of the Department of ....., during the sitting of ..... has resolved the establishment of the Joint Research Laboratory called “.....”
- The resolution to establish the Joint Laboratory was transmitted from the Research and Technology Transfer Services (CsaVRI) to the other Departments of the University of Florence by letter of ..... reference n. ....
- The Departments of the University of Florence have not made observations within 30 days from the forwarding date of the aforementioned letter
- Pursuant to the University Regulations for the safety and health of workers in the workplace, the draft of the present agreement was sent on ..... to the General Manager of the University of Florence, as the Employer, and to the Prevention and Protection Services.

**NOW, THEREFORE,**

**THE PARTIES AGREE AS FOLLOWS**

**Art. 1 – Establishment**

The Department (Main Department) represented by its Director, Prof.....  
The Department (Participating Department) represented by its Director, Prof .....  
The Department (Participating Department) represented by its Director, Prof .....

The Institution/Company/ .....,  
The Institution/Company/.....,  
The Institution/Company.....,

*(Indicate the company's operational office in contact with the University of Florence).*

Establish, pursuant to the University-External Subjects Research Laboratories Regulation of the University of Florence  
**the Joint Research Laboratory “.....”**  
**hereinafter referred to as “Laboratory”.**

**Art. 2 – Purposes and Objectives**

Under the establishing resolution, the Laboratory develops its activities through:  
a) Mutual interest research and development projects.

*(eliminate the inapplicable activities listed at points b) c) and d) )*

- b) Research and development projects commissioned by the external subject;
- c) Research and development projects commissioned by third parties;

- d) Any specialist training (internship, post-graduate, and so forth) and placement activities linked to the above-mentioned research and development projects.

**Art. 3 – Research Topics**

Under the establishing resolution, the Laboratory intends to carry out the following research topic:

*(Describe the mutual interest research and development topic)*

.....  
.....

*(only if Art. 2, point c) applies)*

**Art. 4 - Research and Development Projects Commissioned by Third Parties**

This agreement represents the partnership regulating the rights and obligations of the partners participating in the research, provided for in Art. 5 of the “Regulations for carrying out research or teaching activities commissioned by public and private subjects.”

The contract for third-party commissioned research must be stipulated between the Customer, the Department ..... and the Institution/Company .....

The invoice will then be issued to the Customer by the Department of ..... and by the Institution/Company ....., each for the fee provided for by the agreement.

*[Only if the conditions for direct assignment to the partner of the joint Laboratory apply (e.g., for a patentable invention, utility models, UNIFI’s trade secrets whereby the Laboratory partner employs one or more inventors of the patentable invention/utility model or the depositaries of the trade secret), the agreement can be stipulated between the Principal and the Department, which will then transfer the part of the due fees to the joint Laboratory partner.*

*In this case, the charge in favour of the University Funds will not apply to the amount invoiced by the Department to the Principal, for the part of the fee due to the joint Laboratory partner.]*

**Art. 5 - Activities Developed by the External Subject on Independently Acquired Research Contracts**

If the Institution/Company ..... acquires by itself an order from a third party and needs to use the premises and equipment that are part of the Joint Laboratory, a special agreement between the Department and the Institution/Company ..... must be signed, before the start of the activities at the Laboratory .....

The agreement will define the corresponding fee that the Institution/Company must pay to the Department for the use of the resources. The Department will then invoice the Institution/Company ..... for the payment of the said fee.

**Art. 6 – Scientific Manager<sup>2</sup>**

The Scientific Manager of the Laboratory is Prof./Dr. ....., of the Department of ....., which will be responsible for the

<sup>2</sup> In the event that the Joint Laboratory is established with a Spin-off of the University of Florence, the legal representative of the Spin-off cannot also be the Scientific Manager of the Joint Laboratory.

operation of the Laboratory itself, will coordinate and manage the activities of the structure according to the purposes and methods provided for in the establishing resolution in compliance with the principles set in the University Code of Ethics.

It is the task of the Scientific Manager to define, in agreement with the Company and the researchers participating in the activities of the Laboratory, the themes, objectives and aims as identified in Arts. 2 and 3 of this agreement.

It is the task of the Scientific Manager to identify financing opportunities and take action for their acquisition.

The Scientific Manager has declared that he/she has no conflicts of interest, even potential ones, with the external partner(s) in compliance with the provisions of the Code of Ethics of the University of Florence, in particular with Art. 4 para. 2, as per specifically provided declaration.

### **Art. 7 – Workplace Safety**

#### *(if the Laboratory is at the Department's premises)*

For the purposes of safety regulations, and in particular having regard to the provisions of the University Regulations for the Safety and Health of Workers, the pro tempore Head of the Department is identified as a Manager for security purposes (Art. 1, para. 1, point b), while the Scientific Manager of the Laboratory is identified as Head of Educational and Research Activities (Art. 1, para. 1, point b).

#### *(if the Laboratory has different locations at several Departments)*

In the event that two or more Departments be part of a Joint Laboratory, the Head of the Department will be deemed responsible for safety and health issues, concerning the moment in which the laboratory activities are hosted.

#### *(if the Laboratory is at the external partner's premises)*

For the purposes of safety regulations, the Responsibles are identified by means of the attached company's organization chart regarding safety, from where it is possible to infer the employer, the safety manager and the potential person in charge.

#### *(if the Laboratory is located both at the Department's/ Departments' premises and at the premises of the external partner/partners)*

For the purposes of safety regulations, and in particular having regard to the provisions of the University Regulations for the Safety and Health of Workers, regarding all the activities carried out at the University's premises, the pro tempore Head of the Department is identified as a Manager for security purposes (Art. 1, para. 1, point b), while the Scientific Manager of the Laboratory is identified as Head of Educational and Research Activities (Art. 1, para. 1, point b).

Regarding all the activities carried out at the external partner's premises (corporate name) ..... for the purposes of safety regulations, the Responsibles are identified by means of the attached company's organization chart regarding safety, from where it is possible to infer the employer, the safety manager and the potential person in charge.

The Department undertakes to provide employees and equivalents of both Parties, including students, doctoral candidates, grant holders, scholarship holders, etc., with any personal protective equipment (PPE) suitable and adequate both for the work and experience to be carried out with the appropriate means and equipment and for any other task connected with workplace hygiene and safety.

The Parties guarantee the conformity of all equipment and machinery owned and undertake to ensure the specific instruction and training of the staff involved in their use, regardless of their related structure.

Personnel access to the premises is subject to their adequate information regarding health and safety risks to which they may be exposed during these activities, knowledge of emergency procedures, of the specific risks which are exposed regarding the carried out activities, the Institution’s internal regulations, in accordance with the provisions indicated by art. 36 of the Legislative Decree n. 81/2008.

The external personnel must subscribe to a specific declaration concerning the occurred information as mentioned in the previous paragraph.

Such personnel must be previously trained about health and safety issues on workplaces by the employer, according to the provisions indicated by art. 37 of the Legislative Decree n. 81/2008 and by the 2011 State – Regions Agreement.

The prospective specific training regarding additional risks due to the activities described in the hereby agreement, will be delegated to the employer in which premises the activities are carried out.

Furthermore, employee’s health surveillance, in case deemed necessary by the Risk Assessment Document (RAD), shall be referred to the employer of the company where the employee works.

The coherence and the validity of such certification and training will be assessed by the employer of the external partner(s) or their representatives.

**Art. 8 - Participants**

For the Department of ..... (Main) the participants to the activities of the Laboratory are:  
(name and surname)

For the Department of ..... (Participant) the participants to the activities of the Laboratory are:  
(name and surname)

For the Department of ..... (Participant) the participants to the activities of the Laboratory are:  
(name and surname)

The participants of the University of Florence have declared in the approval phase of the establishment of the Joint Laboratory, or at the time of their joining if subsequent to the establishment, that they have no conflicts of interest, even potential ones, with the external partner in compliance with what is established by the Code of Ethics of the University of Florence, in particular, Art. 4 para. 2.

For the Institution/Company ..... the participants to the activities of the Laboratory are:  
(name and surname)

..... :

For the Institution/Company ..... the participants to the activities of the Laboratory are:  
(name and surname)

..... :

Any further requests for membership will be taken into consideration by the Scientific Manager who will be able to admit the applicant only after obtaining the approval of those who are already members.

Individuals who work continually within the Laboratory must have insurance coverage (Accidents and Third-Party Liability).<sup>3</sup>

#### **Art. 9 – The Laboratory’s Main Office and the Administration Management**

The Laboratory will carry out its activity in the Department of .....

...

The Laboratory will be able to host the operational headquarters of ....., only for the purpose of carrying out the research activities of this project and only for its term.

**(or)** The Laboratory will carry out its activity at the premises of the external partner, located in .....

The Department ..... will take charge of the administrative management of the Laboratory.

#### **Art. 10 – Equipment, Services and Offices<sup>4</sup>**

The equipment made available to the Laboratory is the following:

- .....
- .....

The following equipment is supplied by the Department of .....

- .....

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<sup>3</sup> Possibility to add the following clause:

*Each party will provide for the legal insurance coverage of its personnel who, by virtue of this agreement, will be called to attend the offices where the activities are carried out. The personnel of both contracting parties is required to comply with the disciplinary and safety regulations in force in the places where the activities pertaining to this contract are carried out, in mutual respect of the legislation for the safety of workers pursuant to Legislative Decree 9 April 2008, n. 81 observing, in particular, the obligations pursuant to art. 20 of the aforementioned Decree, as well as the provisions of the person responsible for the prevention and protection service. The personnel of both parties, including any external collaborators of either party, will be required, prior to accessing the premises pertaining to the parties, where the activities are carried out, to acquire information regarding health, safety, prevention and protection measures and sign a declaration of acknowledgment set out for this purpose.*

*The obligations provided by art. 26 of Legislative Decree 81/2008 in relation to the specific risks present in the host structure, are the responsibility of the highest-ranking manager of the host structure; all other obligations fall on the manager of the facility/institution of origin.*

*The person responsible for the activities of \_\_\_\_\_ and the highest-ranking manager of the Company or their delegate must verify any presence of risks deriving from interference between the work of both parties to carry out the activities and, in the case of the existence of the aforementioned risks, the activities that are the source of said interferences can only start after the elaboration of a single assessment document of said interferences which indicates the measures adopted to eliminate or, where this is not possible, minimize the risks from interference.*

*Each party will be responsible, also through specific voluntary and/or obligatory insurance instruments, for any occurring accidents that may affect their respective staff. Similar insurance coverage will be taken out by each party for their respective employees and/or collaborators and/or students due to civil liability arising from the execution of the movements, as well as for objective liability.*

<sup>4</sup> They must coincide to the Departmental Resolution drawn in compliance with Art. 1 para. 3 of the University-External Subjects Laboratories Regulations.

- .....

The following equipment is supplied by the Institution/Company  
.....

- .....
- .....

**Art. 11 – Financial Resources**

For the scheduled opening and maintenance of the Laboratory, the annual expenditure forecast for general operating expenses and planned maintenance of the Laboratory is € ..... gross of which € ..... charged to ..... and € ..... charged to .....

To this end, the Department of ..... will send the Company a proforma invoice ..... and issue a regular invoice after the payment has been received in the University's bank account.

The sum assigned to the Laboratory must be paid by ..... of each year. The payment will be made by bank transfer to the following account: IBAN code ..... SWIFT code: ..... in favour of the Department of ..... - Cod. U.A ..... – Bank name: Unicredit | branch: Via Vecchietti, Florence. For payments to be made pursuant to this agreement, the Company assumes the traceability obligations set by Law 136/2010 and Law 217/2010.

**Art. 12 – Obligations**

In the event of partial/total incomplete and/or incorrect performance of the activities planned and carried out within the Laboratory, pursuant to Arts. 2 and 3 of this agreement, any liability, even towards third parties, at the expense of the University and of ..... is excluded.

**Art. 13 - Term**

The Laboratory is established for 3 years starting from the stipulation of this document, which may be renewed by the parties' formal agreement.

The possibility of renewing a joint Laboratory is conditional upon the positive outcome of the annual monitoring referred to in Art. 9 of the University-External Laboratories Regulations. Upon successful completion, the Scientific Manager may proceed with the renewal of the Laboratory with an exchange of letters signed by the heads of all the contracting parties, or with a new stipulation of an agreement between the parties. The Scientific Manager must send the new agreement or the communication of the renewal thereof to the President of CsaVRI.

**Art. 14 – Intellectual Property and Confidentiality**

The Parties convene, for themselves and for their own employees and assistants to maintain confidentiality concerning exchanged information and the activities carried out in the Laboratories, for the whole duration of this Agreement and for a subsequent period of 3 (three) years.

The Parties acknowledge that all the information provided by each Party (or by third subjects on behalf of each Party) to the other Party are subject to Parties' exclusive property right which have provided them, and qualified as "Proprietary Information", are valuable due to their secrecy and are strictly confidential, even in consideration of the reasonable safety measures adopted thus, and also in accordance with articles 98 and 99 of the Legislative Decree February 10<sup>th</sup>, 2005 n. 30, and in accordance with article

623 of the Italian Criminal Code, in addition to further rules regulating confidentiality, and as such are provided and received.

Such obligation of confidentiality shall not apply to information: (i) that at the time of their disclosure have already entered public domain; (ii) that the Receiving Party will be able to prove that the information was already owned and/or known prior their reception; (iii) that have been lawfully disclosed by a third party not subject to the obligation of confidentiality, provided that this party was entitled to their disclosure; (iv) that each party shall comply with an obligation to disclose provided by law or by a legal action.

Each Party remain the sole proprietor of the technical knowledge and the procedures, whether protected by Intellectual Property Rights (IPRs) or not, in case of demonstration of proof of ownership prior the entry into force of the hereby agreement or not related to the same agreement.

The other Party shall not claim any right related to the IPRs, knowledge and procedure, following the signature of the hereby agreement.

The Parties convene that the results of the research and development activities planned upon the hereby agreement, will be owned by the same Parties, that can always be used freely and free of charge for their own institutional purposes of education and research. Such results, subject to prior agreement by the Parties, can be the object of academic publications and/or presentation, in written and oral form, which in any case shall report the activity in which the results have been reached, the names and the connection with each author.

If among the results related to the activities jointly carried out, some are deemed suitable to be protected under an IPR, this shall be regulated by the governing Law and the Regulations adopted by the Parties; in the context of collaborative research, therefore the ownership of the results shall belong jointly to the Parties, based on the share, each time evaluated, taken into account the contribution, both inventive, material and financial provided by each Party, without prejudice to the moral right to be recognized, as author, to whoever has provided an inventive activity to reach the protected result. The Parties will formalize subsequent and detailed management agreements concerning the regulation of the terms of protection, management and exploitation of each IPR, by their own or via third parties.

Research and development projects commissioned by third parties, will be regulated by a specific contract that follows and applies Art. 6 of the University Regulations for carrying out research or teaching activities commissioned by public and private entities. Nonetheless, it is understood from now on that the University will always and in any case be entitled to a free and timeless access to such results for their own purpose of research and education.

#### **Art. 15 – Use of the Logos**

The logo of the Department/Centre of ..... is the exclusive property of the University and can be used by the Institution/Company ....., in combination with its own logo, only in the case of joint initiatives with the Department/Centre.



The Institution/Company ..... is required to request prior authorization from the Head of the Department/Centre of .....

#### **Art. 16 – Deactivation**

The Laboratory can be deactivated before the deadline:

- a) by mutual agreement between the parties;
- b) with a unilateral deed, after a motivated resolution to deactivate it by the Main Department/Centre, in the event of serious irregularities or functional defects.

The deactivation must be communicated immediately to the President of CsaVRI by the Laboratory Manager and by the Head of the Main Department, and produces effects starting from ..... days from ...

In the event of deactivation, all financial obligations accrued up to the date of deactivation must be fulfilled by the parties.

#### **Art. 17 - Monitoring**

The Laboratory activity is subject to annual monitoring by a specific University Board, according to the procedures set forth in Art. 9 of the University-External Subjects Laboratories Regulations. The repeated omission to complete the questionnaire is a serious irregularity pursuant to Art. 11, paragraph 1 of the same Regulations.

#### **Art. 18 – Data Handling**

Pursuant to and for the purposes of the General Data Protection Regulation (GDPR) 2016/679, the data provided by the Parties will be processed for the aims of this contract, in compliance with the principles of lawfulness, correctness, transparency, adequacy, relevance and necessity of art. 5, paragraph 1 of the GDPR. The provision of such data between the Parties is required to fulfil all the contractual obligations anyhow connected to the execution of the relationship established with the present agreement and any refusal of the authorization makes it impossible to implement what is hereby convened.

The same data can be communicated only within the structure of the partner and the University of Florence for the management of the relationship established by this agreement.

The data provided by the Parties will be collected and processed manually on paper and electronically, by archiving them on hard copy records and/or in electronic format.

The complete report of the University of Florence on the protection of personal data of the business parties relating to this contract is available at the following link [https://www.unifi.it/upload/sub/protezionedati/Informativa\\_TERZI.pdf](https://www.unifi.it/upload/sub/protezionedati/Informativa_TERZI.pdf)

The complete report of the partner on the protection of personal data of business partners relating to this contract is available at the following link .....

Or: it is attached to this contract.

By signing this agreement, the parties express their consent to the processing and communication of their personal data in the manner and for the purposes described above. The data controllers are the University of Florence and the partner. The Data Protection contact persons are the Head of the Department of ..... on behalf of the University of Florence and ..... on behalf of the partner.

**Art. 19 - Registration**

This contract will be registered just in the case of use pursuant to Art. 5, paragraph 2, of the D.P.R. n. 131/1986 and subsequent amendments, at the expense of the requesting party. The Company bears the stamp duty.

**Art. 20 – Dispute resolution clause**

Any dispute arising from the execution or interpretation of this agreement that cannot be settled amicably by negotiation between the Parties will be referred to the exclusive jurisdiction of the Court of Florence.

For the Department/Centre of .....  
THE DIRECTOR  
(Prof. ....)

For the Department/Centre of .....  
THE DIRECTOR  
(Prof. ....)

For the Department/Centre of .....  
THE DIRECTOR  
(Prof. ....)

For the Institution/Company/ . .....  
(.....)

For the Institution/Company/. .....  
(.....)

For the Institution/Company/ .....  
(.....)

For acknowledgement,

The Laboratory Manager  
(Prof.....)

Florence, ..... (insert date)