



This document is a translation of the original Decree no. 63016 (451) of 16/04/2018 drafted in Italian, which is the only one holding legal value. The following is only a translation designed to simplify the understanding for all those who have greater familiarity with the English language.

Decree no. 63016 (451)
Year 2018

**Regulations for carrying out research or teaching activities
contracted by public or private entities**

THE RECTOR

- **HAVING REGARD TO** the Rector Decree 5 June 2013 no. 605 – reference no. 41287 "Regulations for Carrying out research or teaching activities contracted by third parties";
- **HAVING ACKNOWLEDGED** the Economy and Finance Ministry's remark on such regulations;
- **HAVING REGARD TO** the working group's proposal;
- **GIVEN** the opinion expressed by the General and Legal Affairs Committee at its meeting of 12 February 2018;
- **HAVING REGARD TO** the opinion expressed by the Technical Administrative Committee at its meeting of 5 March 2018;
- **HAVING REGARD TO** the resolutions of the Academic Senate of 14 March 2018 and of the Board of Directors of 30 March 2018;
- **WHEREAS** it is appropriate to accept the proposals of amendment to the text of the Regulations for Carrying out research or teaching activities contracted by public or private entities;
- **HAVING REGARD TO** the in-force By-Laws;

ISSUES

The following Regulations:

Regulations for **Carrying out research or teaching activities contracted by public or private entities**



Article 1. Activities subject to these Regulations

1. These regulations set the criteria and procedures for carrying out activities contracted by public and private entities as per Art. 8, paragraph 3, of the University of Florence By-Laws.

Especially:

- A. research contracts;
- B. contracts for teaching orders;
- C. contracts for tariff-based performances;
- D. contracts for research results transfer.

2. The activities controlled by these Regulations may be carried out on the premises and with the equipment of the University, due regard being had to the other University institutional activities.

3. For these Regulations, "administrative unit" means the Departments, as well as the Centres referred to in Articles 34 to 39 and 57 of the University By-laws, provided they have management autonomy or autonomy to sign contracts and agreements within the framework of a specific protocol on forms of management autonomy with the relevant Department, following the provisions of the University Regulations on Research Centres.

Article 2 Employment of personnel as well as pro-tempore staff for research and training activities

1. The participation of teaching and research staff in the activity contracted by public and private entities is free. It must, however, be carried out within the scope of the disciplinary area to which the staff belongs. Participation must be compatible with full compliance of service obligations relating to scientific and teaching activities as well as with the ethical principles to which the actions of a public University must, in any case, adhere. The Administrative Unit must verify such compatibility, both during the approval of the proposal and at the end of the performance, using the available analytical and verification tools.

2. The participation of technical-administrative staff, collaborators and language experts in the activities contracted by public and private subjects is free. Participation must, in any case, be compatible with the service obligations relating to other institutional activities.

3. It is up to the Department Board to approve the participation of the staff, quantifying the hourly commitment of technical-administrative staff, collaborators and language experts, whose cost is determined considering an hourly rate within the range established by the Board of Directors and whose name is included in a special Online University Register. To



this end, an Online University Register is established for Competences and Availability, listing technical-administrative staff, Collaborators and Linguistic Experts interested in carrying out such activity outside regular working hours if remuneration is provided.

4. The activities carried out outside regular working hours by the technical-administrative staff, Collaborators and Linguistic Experts shall be identified in a manner to be defined through the General Manager's circular.

5. Pro-tempore staff involved in research and training activities may participate in the performance of activities contracted by public and private entities without receiving any additional remuneration.

6. The activities contracted by third parties and carried out by the Departments shall be verified annually by the Evaluation Board in terms of the effects produced, the type of personnel involved and the fees realised.

Article 3 Types of contract

1. Activities contracted by external public and private entities may only be carried out after the conclusion of a contract between the University and the Principal.

2. The minutes of the Administrative Unit Council approving the contract must indicate in advance the type of contract in question:

A) Orders for non-recurring research and technical services. In particular:

A1: industrial research (note: see appendix, definition by EC Notice 2006/C 323/01);

A2: experimental development, including the production of prototypes (note: see appendix, definition by EC Notice 2006/C 323/01);

A3: studies and surveys not included in industrial research and experimental developments;

A4: non-tariff technological and organisational services (consultancy, monitoring, executive/business projects, sponsorships, etc.);

B) *Teaching and training services*;

C) *Tariff services* with reference to one of the typed and recurring performances (such as analysis, controls, calibrations) and to unit prices, included in a "tariff" approved by the Administrative Unit and advertised on the University website under the research and TT heading;

D) *Transfer of research results*: transfer to an external principal of the results already achieved by a study or research in the University exclusive entitlement.



3. The contract, to be submitted to the Administrative Unit for approval, in addition to the contract type must indicate:

- the specific object of the order;
- the principals and any third parties to whom the order is addressed;
- the manager/responsible person (or, in case of particular complexity, the responsible persons);
- the consideration to be paid by the Principal;
- the methods of payment;
- the seat, timing and methods of performance;
- the ownership and publicity of any results.

4. The person responsible for the activity must be a professor or researcher belonging to the Administrative Unit and, if the type of activity allows it, the same responsibility may be attributed to a technician with appropriate qualification and qualifying professional title (if required for the activity to be carried out), considering, in the latter case, the legal framework provided by the CCNL (*i.e. National Collective Employment Agreement*) of the University Section for the assumption of specific responsibilities.

5. Typically, the contract provides for the payment of a deposit by the Principal. Otherwise, the Responsible person must declare, once he/she presents the contract to the Administrative Unit, the financial means envisaged to support any advance expenditures.

6. The contract may not provide for penalties to be paid by the University beyond the limits of the contract remuneration unless expressly authorised by the Board of Directors.

7. The contract, insofar as not provided for therein, must expressly refer to the provisions of these Regulations and of the Administration, Accounting and Finance Regulations.

8. The contract may be renewed, before its expiry, through a written agreement, countersigned by both parties, specifying any additional activities to be performed and the fee to be paid by the Principal.

9. Normally, the contract shall be drawn up following standard forms and disclaimers, individually prepared by the Central Administration per the general requirements set out in Arts. 3 and 6 of these Regulations.

For purely formal differences, the Research Manager shall certify that the contract, in any case, follows the University Regulations, attaching a statement on the matter. Such self-declaration, signed by the Research Manager and endorsed by the Department Director, shall be submitted for approval to the competent body within the Department.

For substantial contractual differences, upon request of the Director of the organisation, the competent committees will express an opinion. If the Department does not deem it



appropriate to comply with the opinion expressed by the Committees, the Board of Directors will express its opinion.

10. Instead, a *Technical Specification Annex* with a detailed description of the implementation aspects must be attached, namely:

- for type A orders, the technical and scientific aspects of the activity, as well as the stages of its implementation and a possible statement of background knowledge (see Art. 6, Annex 1);
- for type B) orders, the details of the subjects carried out for each course and the names of the teaching staff foreseen to be in charge of the course;
- for type C) orders, the type of service, the unit price, any adjustments to standard services, and issue of any quality certifications;
- for type D) orders, details of the study or research whose transfer is being assessed and, if the research has been financed by contract or covenant, the assumption of responsibility that the transfer is compatible with the contractual commitments.

11. Together with the Contract, the person responsible for the research shall submit to the administrative unit the *Breakdown Table of the consideration paid by the Principal* (for internal use only) showing:

- names of the University employees participating in the research, with an indication, by the research manager, of the estimate of any gross remuneration for each employee or of any percentage due to each one in the case of a tariff, within the limits of the percentage of the fee paid by the Principal which, according to the deliberations of the Administrative Unit Board, may be divided among the employees participating in the research;
- For technical-administrative staff, the gross hourly fee is established within the range approved by the Board of Directors based on the complexity of the assignment.
- estimated costs, gross of the charges borne by the Administration, for the purchase and/or hire of goods or services necessary to carry out the research and other costs connected with the research activity, following the provisions of the research manager, including the share of any contributions already borne by the staff involved in the contract for the use of the administrative unit's premises for research purposes;
- estimated fees to be allocated to the Administrative Unit for the use of premises, tools and technical-scientific equipment necessary to carry out the activity (determined on the basis of the costs indicated by the administrative unit);
- share to be allocated to the Fund for the Development of University Research and to cover the University's general expenses as well as to the University premium fund (determined as a percentage by the Board of Directors);



- share to be allocated to the University Common Fund (determined as a percentage by the Board of Directors).

12. For services commissioned by external parties carried out jointly with other partners, complying with the conditions set out in Art. 5 below, the withdrawal in favour of the aforementioned University Funds shall be applied only to the share of the total turnover remaining with the administrative Structure, net of what is due to the various partners.

In the context of research projects where the University is identified as sub-contractor, withdrawals in favour of the Fund for the Development of University Research and to cover the University's general expenses, and the University Common Fund, may be subject to lower amounts than those provided for research activities contracted by third parties, provided such proceeds are not distributed to the staff of the Administrative Structure.

Article 4 Changes to the distribution

The contents of the fee allocation tables referred to in Art. 3, as defined during the approval of the contract by the Administrative Unit Council, may be modified, in the relevant items, upon a proposal of the person in charge of the contract during the course of the activity to adapt them to variations and/or needs unforeseen initially. In any case, coverage of the operating costs for the equipment attributed Administrative Unit, of the University's general expenses and taxes, plus the maintenance of the amounts allocated to the University Common Fund must remain guaranteed.

Article 5 Contract conclusion

1. The contracts must be approved by the Administrative Unit and undersigned by its Director and the Scientific Manager, according to the requirements and forms provided for in Article 3.

2. For services contracted by third parties where the Principal needs to involve several partners jointly and invoicing is the responsibility of UniFi, before the contract conclusion, a partnership agreement must be formally entered into regulating the rights and obligations of the various partners. In this case, for the part of the consideration invoiced by the Department to the Principal, the withdrawal in favour of the University funds shall not apply to the amount of the consideration due to the Partner.



Article 6 Documentation and Ownership of Results

1. If provided by contract, at the end of the performance of the activity, the person in charge of the order must draft a report on the activity carried out, which is kept on file by the Administrative Unit.
2. The ownership of the results obtained and any patent rights or other forms of results protection, granted in compliance with the applicable laws, follows the contract as per the format prepared by the Central Administration. In case of just formal differences to the standard scheme, the research manager shall issue a specific self-declaration to be submitted for approval to the Administrative Unit's component body. In case of substantial differences, upon request of the Director of the structure, the competent committee will express an opinion. If the Department does not deem it appropriate to comply with the opinion expressed by the Committee, the Board of Directors shall express its opinion.
3. The publication rights on the results achieved are guaranteed according to the manners convened with the Principal.

Article 7 Duty of confidentiality

Personnel involved, in any capacity, in the activity contracted by public and private entities must comply with non-competition and confidentiality obligations.

Article 8 Registry of activities

1. A Registry of research projects inclusive of the activities of these regulations is established at the Research and Technology Transfer Services Area. The recordation in the Registry is necessary for the approval of the feasibility of the contract.

The Area, also with the support of the competent University Commissions, monitors the application of these regulations, responds to any requests for opinions on relevant issues and analyses the trends and results of the activities regulated by these regulations, also within the framework of the collaboration protocol with the Region of Tuscany on the monitoring of the regional research contracted by third parties. These activities are carried out guaranteeing both the respect of confidentiality obligations towards Principals and the protection of intellectual property.



Art. 9 Remuneration to Personnel

1. The limits provided for in paragraph 3 of Article 66 of Presidential Decree no. 382 of 11/7/1980 are abolished.
2. If the amount attributed to an individual as a result of the distribution of the contracted activity carried out during the calendar year exceeds 70% of the gross annual remuneration, 25% of the part exceeding this quota shall be allocated to the Fund for the Development of University Research and the University Common Fund in the percentages determined by the Board of Directors.

APPENDIX

Points 2.2 f), g) of European Commission Notice no. 2006/C- 323/01

(f) '**industrial research**' means the planned research or critical investigation aimed at the acquisition of new knowledge and skills for developing new products, processes or services or for bringing about a significant improvement in existing products, processes or services. It comprises the creation of components of complex systems, which is necessary for the industrial research, notably for generic technology validation, to the exclusion of prototypes as covered by point(g);

(g) '**experimental development**' means the acquiring, combining, shaping and using of existing scientific, technological, business and other relevant knowledge and skills for the purpose of producing plans and arrangements or designs for new, altered or improved products, processes or services. These may also include, for example, other activities aiming at the conceptual definition, planning and documentation of new products, processes and services. The activities may comprise producing drafts, drawings, plans and other documentation, provided that they are not intended for commercial use.

The development of commercially usable prototypes and pilot projects is also included where the prototype is necessarily the final commercial product and where it is too expensive to produce for it to be used only for demonstration and validation purposes.

Florence, 16 April 2018

The Rector
Prof. Luigi Dei