



SAPIENZA
UNIVERSITÀ DI ROMA

Consiglio di
Amministrazione

Seduta del

- 5 MAG. 2015

Nell'anno duemilaquindici, addì 5 maggio alle ore 16.00, presso il **Salone di rappresentanza**, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0032068 del 30.04.2015, per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

..... O M I S S I S

Sono presenti: il **rettore**, prof. Eugenio Gaudio; il **prorettore**, prof. Renato Masiani; i consiglieri: prof.ssa Antonella Polimeni, prof. Maurizio Barbieri, prof. Bartolomeo Azzaro, dott. Sergio Abrignani, prof. Michel Gras, sig. Domenico Di Simone, dott.ssa Angelina Chiaranza, sig. Luca Lucchetti, sig.ra Federica Di Pietro; il **direttore generale**, Carlo Musto D'Amore, che assume le funzioni di segretario.

Assistono per il Collegio dei Revisori dei Conti: dott.ssa Marisa Grilli e dott. Michele Scalisi.

Il **presidente**, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita e apre la seduta.

..... O M I S S I S

DELIBERA

168/15

CONVENZIONI

11.4



- 5 MAG. 2015

SAPIENZA UNIVERSITÀ DI ROMA
Area Supporto alla Ricerca
Ufficio Valutazione
e Trasferimento Tecnologico
Il Capo dell'Ufficio
Dott. Daniele Riccioni

uw

SAPIENZA UNIVERSITÀ DI ROMA
Area Supporto alla Ricerca
Il Direttore
Dott.ssa Sabina Lucchini

11.4

ACCORDO CON L'EUROPEAN ALLIANCE FOR INNOVATION PER L'ORGANIZZAZIONE DELL'IoT360 SUMMIT 2015.

Il Presidente presenta la seguente relazione predisposta dell'Area Supporto alla Ricerca sentito, per quanto di competenza, l'Ufficio Comunicazione dell'Area Supporto Strategico e Comunicazione.

Il 27 e 28 ottobre 2015 si terrà a Roma, presso il Centro Congressi Frentani, la Conferenza Internazionale "IoT360° Summit - the Gateway to Innovation" (IoT), organizzata dalla European Alliance for Innovation (EAI) in collaborazione con il Fraunhofer Fokus Institute, l'IBM, l'INSME e CREATE-NET.

La Conferenza, aperta a innovatori, rappresentanti dell'industria, ricercatori, esperti, sviluppatori ed altri stakeholder, rappresenta un importante luogo di incontro e di confronto sulle opportunità offerte dall'Internet degli Oggetti con l'obiettivo di sfruttarne l'immenso potenziale.

L'articolazione del Summit prevede sia sessioni a carattere teorico che a carattere pratico, sia in modalità seminario che in forma di laboratorio, su temi quali la valorizzazione e lo sfruttamento commerciale delle tecnologie, i nuovi metodi per accelerare le idee verso il mercato, gli strumenti per raccogliere fondi in Europa, nonché esercitazioni ed eventi scientifici sui risultati della ricerca nei principali settori di applicazione dell'Internet degli Oggetti.

E' previsto inoltre uno spazio espositivo per la dimostrazione di progetti, nuove tecnologie e prodotti innovativi da parte di start-up ed aziende.

L'European Alliance for Innovation è un'organizzazione no-profit che ha l'obiettivo di promuovere l'innovazione per migliorare la competitività europea e accrescere il benessere sociale.

Sapienza ha già aderito ad iniziative dell'EAI fornendo il proprio contributo scientifico, come testimonia anche la partecipazione di relatori Sapienza alla scorsa edizione dell'IoT360° Summit.

Sulla scia del successo dell'edizione 2014, l'EAI intende consolidare la collaborazione per l'edizione 2015 tramite la firma di un Partnership Agreement, che si sottopone all'approvazione di questo consesso.

L'accordo, che non prevede oneri a carico dell'Amministrazione, stabilisce le modalità di collaborazione tra le Parti per l'organizzazione dell'edizione 2015 dell'IoT ed in particolare disciplina:

- la titolarità dei diritti di sfruttamento dell'iniziativa, in capo all'European Alliance for Innovation;
- le condizioni di utilizzo dei rispettivi loghi;
- le modalità di promozione dell'evento;
- la possibilità per Sapienza di contribuire al programma della conferenza sia con propri speaker che organizzando una o più sessioni;



SAPIENZA
UNIVERSITÀ DI ROMA

Consiglio di
Amministrazione

Seduta del

- 5 MAG. 2015

- il trattamento delle informazioni confidenziali.

Si informa questo consesso che analoga relazione è stata approvata dal Senato Accademico nella seduta del 28.04.2015.

Allegato parte integrante: Partnership Agreement

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca
Ufficio Monitoraggio
e Trasferimento Tecnologico
Il Capo dell'Ufficio
Dott. Daniele Riccioni

Cur

SAPIENZA UNIVERSITÀ DI ROMA
Area Supporto alle
Il Direttore
Dott. Stefano Lucarelli



- 5 MAG. 2015

..... O M I S S I S

DELIBERAZIONE N.168/15

IL CONSIGLIO DI AMMINISTRAZIONE

- **Letta la relazione istruttoria;**
- **Esaminato il testo dell'Accordo di cui in narrativa;**
- **Considerata la rilevanza dell'iniziativa e degli obiettivi prefissati nell'ambito di una collaborazione di assoluto valore quale quello della valorizzazione dei prodotti della ricerca con l'obiettivo di favorirne/accelerarne il processo di evoluzione verso prodotti e soluzioni da porre sul mercato;**
- **Considerata la mancanza di oneri diretti derivanti dall'atto in parola**
- **Vista la delibera del Senato Accademico n. 217/15 del 28.4.2015;**
- **Presenti n. 12, votanti n. 10: con voto unanime espresso nelle forme di legge dal rettore e dai consiglieri: Polimeni, Barbieri, Azzaro, Abrignani, Gras, Di Simone, Chiaranza, Lucchetti e Di Pietro**

DELIBERA

di approvare la sottoscrizione dell'Agreement tra questa Università e l'European Alliance for Innovation dando mandato al Rettore di apporre e negoziare, se necessario, eventuali modifiche formali e non sostanziali all'Agreement.

Letto e approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO
Carlo Musto D'Amore

IL PRESIDENTE
Eugenio Gaudio

..... O M I S S I S

11.9

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (hereinafter the "Agreement") is made the 9TH OF MARCH 2015, by and between the European Alliance for Innovation i.v.z.w., international non profit organization according to Belgian law, with registered seat in 9000 GENT, Begijnhoflaan 93a (BE) (hereinafter "EAI") and UNIVERSITA' LA SAPIENZA, with registered seat in ROME/ITALY (hereinafter the "Partner"), together (hereinafter) the "Parties" and sets forth the relationship and their mutual obligations relating to the EAI Summit: IOT360 to be held on 27th, 28th AND 29th OF OCTOBER 2015, in ROME/ITALY, (hereinafter the "Summit").

1. DURATION OF the Agreement: This Agreement addresses the rights and obligations of the Parties with respect to the Summit. Although the Parties may presently be considering the possibility of future Summits similar in theme or subject matter, no party shall be under any obligation to renew this Agreement.

2. OWNERSHIP OF THE SUMMIT: EAI certifies and the Partner acknowledges that EAI is the exclusive owner of all rights, title and interest throughout the world to the name "IOT360: THE GATEWAY TO INNOVATION" and to the Summit commonly known under this name, including, and without being limited to, all rights in the trademarks, service marks, certification marks, and association marks ("Summit Marks"). During the term of this Agreement, the Partner shall have a non-exclusive, non-transferable, royalty-free license to use the Summit Marks in connection with the Summit.

3. CONTRACTUAL OBLIGATIONS OF THE PARTIES:

The Partner to EAI:

- 1. Logo & Links:** the Summit will have 1 banner (100x70) to Partner's site posted under the 'News' section (EAI will provide non-animated banner and URL)
- 2. Calendar Listings:** A listing of the Summit on the Partner Members Events Calendar. (EAI will provide the URL and description)
- 3. Newsletter** – the Summit will be mentioned in the Partner's newsletter
- 4. Dissemination:** the Summit will be promoted throughout the Partner's network and/or social network sites (e.g. Twitter, Facebook)

EAI to the Partner:

- 1. Logo & Links:** Partner will be listed on the webpage with logo and hyperlink as a partner/sponsor of the Summit. Partner logo on the Summit brochure and signage as an official Media Partner
- 2. Attendee Passes and Table:** (2) full access conference passes to the Summit
- 3. On-site Literature:** Partner will be allowed to ship literature to the Summit to be featured on the attendee literature table
- 4. Newsletter** – Partner will receive mention in the Summit newsletter
- 5. Social Media** – Partner will receive mention in Social Media for the Summit
- 6. Speaking Opportunity (if applicable):** Partner will be considered for a speaking spot in the program and/or panel discussion

4. PROPRIETARY OR CONFIDENTIAL INFORMATION:

- 4.1** For the performance of the Agreement, EAI has to disclose to the Partner information of a confidential and proprietary nature which is either identified as confidential or which, by its nature, is generally considered proprietary regardless of whether it is specifically labeled as such (hereinafter the "Confidential Information"). Confidential Information includes, but is not limited to, personnel, information about EAI's community, IT tools, marketing plans and strategies, member's information,

certain financial records, salary information and other internal memorandum and discussion on key strategies.

- 4.2 As a condition to being furnished Confidential Information, the Partner shall be obligated to treat such Confidential Information so furnished to him as confidential in accordance with the provisions of this Agreement, and shall take or abstain from taking certain other actions, as set forth below. Any of all or part of secrets of EAI, processes, products, services or other legally protected information – including by provision related to unfair competition acts - or information generated from these information, will also be entitled to all of the protection and benefits available under any applicable laws.
- 4.3 The Partner shall use the Confidential Information solely for the purposes of providing the requested services as set above. The Partner agrees to maintain the confidentiality and secrecy of all Confidential Information provided and, except as provided above, shall not utilize the Confidential Information for any other purpose or, except as provided in this paragraph, and/or disclose it, directly or indirectly, to any third party except when, after and to the extent that such Confidential Information:
- is or becomes generally available to the public other than through failure to observe its obligations hereunder;
 - was already known by the Partner on a non-confidential basis lawfully prior to the disclosure of it by EAI;
 - is subsequently disclosed to the Partner on a non-confidential basis by a third party not known and which should not reasonably be known to the Partner to have an obligation of confidentiality with respect to the information disclosed or otherwise be prohibited from transmitting the information to the Partner;
 - is subpoenaed or demand for production is made by applicable law, regulation or any other form of legal process by any court, administrative or legislative body, or requested in a regulatory inquiry; however, the Partner will not produce the Confidential Information without first
 - (i) asking a non disclosure proceeding to all Courts and/or judge (as expertise) concerning in particular (but not limited to), intellectual property elements, secrets, know-how and all elements, to preserve confidentiality of these elements and
 - (ii) giving written notice of the subpoena, demand or regulatory inquiry (including the delivery of a copy thereof) to EAI promptly upon receipt of such subpoena, demand or regulatory inquiry to and to provide EAI with such reasonable time sufficient to allow the Partner to seek an appropriate protective order unless such notice is prohibited by law; or such regulations; provided however that, in the case of a broad regulatory inquiry into the Partner's business not specifically targeted at CN, the Partner may promptly comply with such inquiry and provide (if permitted by such regulators) notice thereafter of such disclosure; or
 - is independently developed by the Partner without reference to the Confidential Information and/or independently used of all or part of Confidential Information.
- 4.4 The Partner is only allowed to disclose any Confidential Information to his internal and external partners, cooperators and advisors then if such internal and external partners, cooperators and advisors are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein.
- 4.5 All Confidential Information exchanged by parties shall be protected against damage and loss.
- 4.6 All Confidential Information exchanged by Parties shall remain the property of EAI. Any breach of confidentiality by the Partner shall be compensated according to the reasonably determined damages. The confidentiality & non-disclosure clause will have binding effect from the day of signature of the Agreement and will last for a period of five years from the end of the Agreement (because of any reason).

4.7 The Partner agrees not to disparage, discredit or degrade EAI, its products, activities or services, any of its officers, directors, managers, partners or other mandatories whether individually or in their respective positions at EAI, any of the organizational partners of EAI or any of the individual volunteers contributing to EAI activities. This non-disparagement clause applies to all forms of verbal and written communication including but not limited to emails, letters, faxes, telephone based short-messages (SMSs), chats, phone/Skype or any voice-over-internet-protocol (VOIP) based calls, personal meetings, blogs, forums, etc. The non-disparagement clause applies from the commencement of the Agreement and stays valid for an unidentified period of time independently of the termination of the Agreement.

5. SEVERABILITY If any term of the Contract is held to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed modified or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the valid or enforceable portion thereof and the remaining terms of the Contract will remain in full force and effect, unless the invalid or unenforceable provisions are of such essential importance to the Contract that it is reasonably assumed that the Parties would not have entered into the Contract without the invalid terms.

6. EAI MASTER BRAND: Guidelines for use of the EAI Master Brand and Logotype “EAI” can be found on the EAI Web site at www.iot-360.eu

7. COMPLIANCE WITH LAWS: The Parties shall ensure that the Summit is conducted in accordance with all applicable Belgian laws and European regulations. The Parties shall make all necessary corporate, tax and other registrations and obtain all required licenses and permits.

8. POLICIES: The Summit shall be planned and conducted according to EAI’s Policies (<http://eai.eu/>).

9. GENERAL TERMS AND CONDITIONS:

Governing Law: The Agreement shall be governed, construed, applied and enforced in accordance with the laws of Belgium without regard to conflict of law principles.

Dispute Resolution: All disputes arising under the Agreement shall be governed by Belgian law and heard by a court of competent jurisdiction in Gent (BE).

Entire Agreement: The Agreement shall contain the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the Parties relating to the subject matter thereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement.

Binding Effect: The Agreement shall inure to the benefit of, and be binding upon the Parties, their successors in interest, legal representatives, and assigns.

Assignment: The Partner may not assign or transfer neither her interest in the Agreement, nor any interest herein or claim hereunder without the express written consent of the other Parties.

Notices: Any notice given under the Agreement to any of the Parties may be effected by: (i) email or, (ii) facsimile, receipt of which is confirmed by facsimile confirmation.

Counterparts: The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

The Agreement shall not be valid until approved and executed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Agreement is executed by the parties hereto by their respective undersigned and authorized officers as of the date first written above.

EAI

The Partner

Authorized Signature

Authorized Signature

Prof. Imrich Chlamtac _____

Print Name

Print Name

President

Title

Title

Begijnhoflaan 93a Address

Address

9000 GENT, Belgium

City, State, Country, Postal Code

Phone/Fax

Phone/Fax

Email

Email