



SAPIENZA  
UNIVERSITÀ DI ROMA

Consiglio di  
Amministrazione

Seduta del

29 SET. 2015

Nell'anno **duemilaquindici**, addì **29 settembre** alle ore **16.00**, presso il **Salone di rappresentanza**, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0061078 del 24.09.2015 e integrato con note prot. n. 0061927 del 29.09.2015 e prot. n. 0062052 del 29.09.2015 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, prof. Michel Gras, sig. Domenico Di Simone, dott.ssa Angelina Chiaranza, sig. Luca Lucchetti, sig.ra Federica Di Pietro e il **direttore generale** Carlo Musto D'Amore, che assume le funzioni di segretario.

**Assiste per il Collegio dei Revisori dei Conti:** dott.ssa Alessandra De Marco.

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

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

D. 302/15  
Conv. 12.1



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SAPIENZA UNIVERSITÀ DI ROMA  
ASUR - Ufficio Progetti e Fund Raising  
Il Capo del Settore Convenzioni  
Massimo Bartolotti

SAPIENZA UNIVERSITÀ DI ROMA  
Area Supporto alla Ricerca  
Il Direttore  
Luigi Lucatini

## ACCORDO TRA SAPIENZA E MAIRE TECNIMONT INNOVATION CENTRE

Il Presidente presenta, per la discussione, la seguente relazione predisposta dal Settore per le Convenzioni dell'Ufficio Progetti e Fund Raising dell'Area Supporto alla Ricerca.

Da parte del Pro Rettore alla Ricerca, Prof. Valente, è pervenuta la proposta di un accordo di collaborazione tra la nostra Università e la Maire Tecnimont SpA, azienda italiana leader nei settori dell'energia, dei materiali e dello sviluppo tecnologico di soluzioni ingegneristiche innovative, in considerazione che Sapienza ha, nella sua missione, il trasferimento della conoscenza e delle tecnologie, la valorizzazione dei risultati della ricerca e la creazione di legami con il territorio ed il tessuto produttivo, anche al fine di favorire l'occupazione di studenti e ricercatori. Le Facoltà interessate sono: Ingegneria Civile e Industriale, Ingegneria dell'Informazione, Informatica e Statistica, Economia e Scienze Matematiche, Fisiche e Naturali.

E' proposto che l'accordo, senza alcun onere economico né vincolo di esclusiva per Sapienza, sia sottoscritto tra la nostra Università, e due società Maire (la Maire Tecnimont SpA e la Maire Investment SpA) al fine di ottimizzare i rapporti di locazione, ma anche di impostare le relazioni tra le parti con riferimento a nuove idee progettuali e possibili start-up.

La collaborazione si articolerà nelle seguenti attività:

- Attività di ricerca congiunta su tematiche specifiche (da rinnovarsi con cadenza biennale) e da far ricadere all'interno del MTIC (Maire Tecnimont Innovation Centre), che attualmente comprendono:
  - Modellazione e prototipazione di impianti di produzione e.e. a partire da carbone con recupero delle CO<sub>2</sub>;
  - Produzione di bio-polimeri da residui agricoli e/o alghe;
  - Uso di nano-materiali strutturati per catalizzatori ed elettro-catalizzatori;
  - Materiali avanzati e loro funzionalizzazione nelle apparecchiature di processo;
  - Potenziali usi del grafene nel trattamento e purificazione nel trattamento del gas naturale, del gas di sintesi e nei fumi di combustione;
  - Produzione di olefine con tecnologie non convenzionali da C<sub>2</sub>, C<sub>3</sub> e C<sub>4</sub>.
- Attività di formazione continua (lifelong learning) sui temi di ricerca succitati, sia rivolta al personale della Maire Tecnimont, sia prevedendo il coinvolgimento attivo della stessa società in alcune attività didattico-professionalizzanti e di placement dell'Ateneo;



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SAPIENZA UNIVERSITÀ DI ROMA  
ASUR - Ufficio Progetti e Fund Raising  
Il Capo del Settore Organizzazioni  
Massimo Baccinelli

*Am*

SAPIENZA UNIVERSITÀ DI ROMA  
Ufficio Supporto alla Ricerca  
Direttore  
Massimo Baccinelli

- Attività di supporto all'imprenditoria della ricerca, anche attraverso percorsi di accelerazione ed incubazione di spin-off e start-up innovative, e attivazione di un laboratorio congiunto di fabbricazione digitale (Fab Lab). In attuazione di queste attività Maire Tecnimont è disponibile all'utilizzo di propri spazi.

L'accordo, che avrà durata biennale, prevede la costituzione di un Comitato di Gestione congiunto e rimanda a specifici contratti in conto terzi, che stipuleranno i Dipartimenti e Centri della Sapienza su specifiche attività sulla base del format allegato, quale parte integrante, dell'accordo in parola.

Il Senato Accademico nella seduta del 22 settembre 2015, con deliberazione n. 409/15, si è espresso favorevolmente nel merito

Allegato parte integrante: testo accordo;  
course programme

Allegato in visione: deliberazione n. 409/15 del Senato Accademico,  
seduta del 22 settembre 2015



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

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**29 SET. 2015**

**DELIBERAZIONE N. 302/15**

**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;**
- **Considerata la mancanza di oneri diretti derivanti dal protocollo in parola;**
- **Vista la deliberazione n. 409/15 del Senato Accademico, seduta del 22 settembre 2015;**
- **Presenti n. 11, votanti n. 9: con voto unanime espresso nelle forme di legge dal rettore e dai consiglieri: Polimeni, Barbieri, Azzaro, Gras, Di Simone, Chiaranza, Lucchetti e Di Pietro**

**DELIBERA**

- **di approvare la stipula dell'accordo di collaborazione scientifica tra Sapienza Università di Roma, Maire Tecnimont SpA e Maire Investment SpA;**
- **di autorizzare il Magnifico Rettore alla sottoscrizione dell'atto in parola.**

**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 .....

## Master Agreement for Scientific Collaboration

BETWEEN

**Maire Tecnimont S.p.a.**, a company incorporated under the laws of Italy, established and having its legal office at Viale Castello della Magliana, 75 – 00148 – Rome – Italy (hereinafter “MT”) represented by ..... in his capacity as....

AND

**Sapienza University of Rome**, with registered office in Piazzale Aldo Moro, 5 post code 00185 Rome, tax code 80209930587 and VAT no. 02133771002 (hereinafter “Sapienza”), represented by Prof. Eugenio Gaudio in his capacity as *pro-tempore* Rector

AND

Maire Investment S.p.a., a company incorporated under the laws of Italy, with registered office in Piazzale Flaminio, 9 – 00196 – Rome – Italy, VAT n. 09666371001 represented by \_\_\_\_\_ (hereinafter “MI”)

WHEREAS:

- Sapienza University of Rome is the largest university in Europe and the second in the world for number of students and the wide academic offer. Sapienza organizes and carries out important scientific investigations in almost all disciplines, achieving high-standard results both on a national and on an international level, thanks to the work of its 63 departments and several centers devoted to scientific research.
- Maire Tecnimont is an international group operating in the Engineering, Main Contracting and Technology Licensing in predominantly the oil and gas and chemical/petrochemical industry sector;
- As the subsidiary of Maire Tecnimont S.p.A. (“Maire Tecnimont”), Mairetecnimont Innovation Center (MTIC) is the designated Innovation Center of Maire Tecnimont involved in the patenting and registration of IP, business development and (commercial) licensing of IP;
- Sapienza encourages the development of scientific knowledge and the exchange of science and technology, and values results from scientific research;
- Maire Tecnimont recognizes the existence of researchers at Sapienza possessing the adequate skills to conduct the research activities, by making the innovative contributions expected and intended to further MT’s commercial potential, that Maire Tecnimont and/or MTIC may commission to Sapienza through future agreements entered into by the PARTIES regarding specific research projects.
- MI is a company capable to invest in start-up companies dedicated to non Oil & Gas market.

Now, therefore,

**the Parties AGREE AND STIPULATE as follows:**

The Recitals shall be an integral part of this AGREEMENT.

## **ART. 1 - DEFINITIONS AND INTERPRETATIONS**

Unless otherwise set forth in the AGREEMENT, the following terms and expressions shall have the following meaning:

**AGREEMENT:** shall mean this document and its related Annex "1" (Research Agreement Format);

**MAIRE TECNIMONT AFFILIATES:** shall mean every company (including MTIC) that directly or indirectly controls, is controlled by or is under joint control with Maire Tecnimont, whereby control of a company shall mean the possession of over 50% of the nominal value of the share capital or over 50% of the voting rights in the shareholders' meetings.

**RESEARCH AGREEMENT/S:** shall mean research agreement/s by virtue of which MTIC (for itself or on behalf of MAIRE TECNIMONT AFFILIATES) may commission to Sapienza, while this AGREEMENT is in force, research programs in areas of common interest identified in accordance with Article 2 below.

**PARTY:** shall mean, depending on the context, Maire Tecnimont, Maire Tecnimont Affiliates, or Sapienza or MI.

**PARTIES:** shall mean collectively Maire Tecnimont, Sapienza and MI.

**THIRD PARTIES:** shall mean any natural or legal person other than the Parties.

## **ART. 2 - OBJECT**

2.1 The AGREEMENT arises from the desire to develop joint training and research initiatives and functions as a tool for leveraging mutual opportunities. Maire Tecnimont and in particular its subsidiary MTIC is an industrial partner capable a.o. of patenting and registration of IP, business development and (commercial) licensing of IP, offering an international viewpoint.

In this context, while the AGREEMENT is in force, research activities and training initiatives may be identified. The Parties intend to define the contractual terms and conditions on the basis of which MT may commission research activities and training initiatives to Sapienza in the sectors of mutual interest identified in accordance with Article 2.2. below while this AGREEMENT is effective. Such terms and conditions will be supplemented with specific conditions established in single RESEARCH AGREEMENTS.

2.2 As it concerns sector research activities, area of mutual interest shall be defined on a biennial basis. Main topics identified are:

- Modeling and prototyping of production facilities i.e. starting from carbon with CO2 recovery;
- Production of bio-polymers from agricultural discards and/or algae;

- Use of nano-materials for catalysts and electro-catalysts;
- Advanced materials and their surface functionalization for using in process equipment;
- Potential uses of graphene in treatment and purification of natural gas, synthesis gas and combustion gas;
- Production of olefins with non-conventional technologies from C<sub>2</sub>, C<sub>3</sub> and C<sub>4</sub>;
- Potential scenario in MTIC core industrial activities up to 2025.

2.3 In first implementation the following areas of mutual interest are identified in:

- a) Advanced materials and engineered material surfaces for process equipment;
- b) Production of bio-polimers from agricultural waste and/or algae;
- c) CO<sub>2</sub> reuse through the electrolysis process.

For these topics operative Annex 1 are enclosed to this Master Agreement.

2.4 As concerns training activities, the above mentioned areas within the domain of applied research, technology transfer, process design, mathematical modelling and simulations are identified inter alia, as priority goals toward which Sapienza may, also with the support of MT's in-house structures, target its actions in terms of training for Personnel of MT or MT customer at national and international level .

MT can actively participate to training and lifelong learning activities set up by Sapienza, supporting the design of blended courses or module and, when of interest, support Sapienza placement actions (see Annex 2).

2.5 The above mentioned activities of mutual interest, whenever possible, could take place in proper and identified spaces made available by Maire Tecnimont. Within these spaces the Parties could be also implemented incubation and acceleration activities to promote entrepreneurship, actions of support to academic spin-off, tutoring and mentoring as well as the set up of digital fabrication laboratories (fablabs). For this specific purpose MT and MI will made available – free of charge - to Sapienza and MTIC a 100m<sup>2</sup> space within its office located in Via di Vannina and will finance the acquisition of supporting tools for such innovation laboratory which will be managed by Sapienza. It is understood between the Parties that any idea developed or arising out from such laboratory will be submitted to MT/MI that shall have the right to promote its development and commercialization. In particular MT shall have the right to develop and commercialize all the IP related to the OIL&GAS Industry while MI shall have the right to develop and commercialize all the IP related to the non OIL&GAS Industry. Should MT and/or MI not be interested in financing and commercialize this project, Sapienza will be free to look for alternative financing scheme. In any case the definition and regulation of these activities will be detailed in specific agreements.

For the purpose to make available – free of charge – the above referred spaces, Sapienza, MT and MI will sign a Comodato d'Uso Contract within one month from the signature of this Agreement and effective for a period equal to the duration of this Agreement. Such period will be extended *pari passu* with the duration of this Agreement.

2.6 The RESEARCH AGREEMENTS shall be drafted according to the format annexed to this AGREEMENT (Annex 1), which the Parties undertake to adopt, without prejudice to the right to govern specific cases in agreement with the University department heads and without prejudice to the need to complete from time to time the format annexed to this AGREEMENT (Annex 1),

filling in the blank spaces in relation to the research program to which the agreement refers (for example, in relation to the following: relevant Department or other Structure of Sapienza; Date of effect and duration of the RESEARCH AGREEMENT; object of the RESEARCH AGREEMENT; technical annex to the RESEARCH AGREEMENT; amount of remuneration; persons representing MTIC and Sapienza; communication addresses and possible use of lab facilities). Annex 1 shall be reviewed by the PARTIES on a regular basis or amended where required (subject to mutual agreement) to ensure that the RESEARCH AGREEMENTS fully meet the PARTIES' respective requirements.

2.7 It shall remain understood that only after the RESEARCH AGREEMENT has been signed by the persons authorized by the PARTIES shall Sapienza be authorized to carry out the research programs identified from time to time by the PARTIES according to this AGREEMENT.

2.8 The Parties shall also collaborate at technical-scientific level and are open to evaluating possibilities for jointly participating, in the manner to be agreed, in national and/or international calls for tender that finance projects launched by the corporate and/or research system in order to receive financing for specific projects that are of mutual interest.

### **ART. 3 – EFFECT AND DURATION OF THE AGREEMENT – RENEWAL – WITHDRAWAL**

3.1 The PARTIES agree that the AGREEMENT shall be in effect for two years from the date of signature, without any tacit renewal.

3.2 The AGREEMENT may be renewed for a period of equal or different duration upon written request provided within three months of expiry by either PARTY. To take effect, the request must be accepted in writing by the other PARTY within 60 days of the date of the request.

3.3 Either PARTY may withdraw at any time from this AGREEMENT by providing at least 30 days' written notice to the other PARTY; being agreed that, in any case, the commitments undertaken by the PARTIES within the scope of each RESEARCH AGREEMENT shall be duly fulfilled unless otherwise agreed by the PARTIES.

### **ART.4 – MANAGEMENT COMMITTEE**

Subsequent to the signature of this AGREEMENT, the PARTIES shall establish a Joint Management Committee, which shall be seated for the entire duration of the AGREEMENT. The Joint Management Committee shall be responsible for:

- promoting and verifying the activities carried out by the PARTIES in performance of this AGREEMENT;
- drafting a yearly progress report submitted to both PARTIES on the activities that may be agreed in performance of this AGREEMENT;
- evaluating and proposing to the PARTIES new activities and themes to be agreed.

The Joint Management Committee shall be composed of 6 members, of which 3 appointed by MT and MI and 3 appointed by Sapienza Rector, and shall be governed by its own regulations. It is understood that in the event of conflict between the provisions of the regulations and the provisions of this AGREEMENT, the provisions of this AGREEMENT shall prevail.



The Chairman of the aforementioned Committee shall be appointed by MT.

The Joint Management Committee shall meet at least twice yearly during the effectiveness of this AGREEMENT.

#### **ART. 5 – INTELLECTUAL PROPERTY**

The PARTIES acknowledge that the intellectual property rights on the RESULTS, as defined in the RESEARCH AGREEMENT format annexed to this AGREEMENT (Annex 1), shall be governed by Article 8 of the same.

#### **ART. 6 - CONFIDENTIALITY**

6.1 Each Party, even on behalf of its personnel, undertakes to treat as confidential and refrain from divulging or making available to third parties or using for purposes other than for the fulfillment of the obligations set forth in this AGREEMENT any information provided in tangible form, marked as confidential, received in writing or delivered physically from the disclosing Party within the scope of this Agreement.

6.2 The obligations referred to in this Article 6 shall survive the cessation or termination of this AGREEMENT for whatsoever cause. The obligations shall cease being effective when the information enters the public domain for causes not attributable to the receiving Party and/or to the persons employed by it for the performance of this AGREEMENT and/or if lawfully obtained from a third party without any confidentiality obligation referred to in this Article 6, and in any case for no more than 5 years from when this AGREEMENT ceases.

6.3 The PARTIES acknowledge that the RESEARCH AGREEMENT, the format of which is annexed hereto as Annex 1, shall govern Sapienza's confidentiality obligations and user limitations with respect to i) any information marked as "confidential" that regards the research program envisioned herein and provided by MTIC for the purposes of the same, and ii) the Results, as defined herein.

#### **ART. 7 – USE OF THE NAME AND TRADEMARK**

Nothing in this AGREEMENT shall be construed as granting either PARTY the right to use any name, trademark or other designation of the other PARTY (including abbreviations of the PARTIES) for advertising or any other promotional purposes. The use on the part of MT of the Sapienza name or the name of any Department of Sapienza shall be permitted only within scientific contexts.

#### **ART. 8 – RELEASE OF SAPIENZA FROM FINANCIAL OBLIGATIONS**

No financial obligations shall arise in the hands of Sapienza as a result of this AGREEMENT.

Any research activity carried out by virtue of the RESEARCH AGREEMENTS shall be in compliance with the law and university regulations.

#### **ART. 9 – APPLICABLE LAW – EXCLUSIVE JURISDICTION**

9.1 This AGREEMENT and the RESEARCH AGREEMENTS shall be governed by Italian law.

9.2 Any disputes that may arise between the PARTIES in relation to the interpretation, performance and/or validity of the AGREEMENT and any RESEARCH AGREEMENT shall be referred exclusively to the Court of Rome.

#### **ART. 10 – INTEGRATION CLAUSE**

This AGREEMENT contains the entire agreement between the PARTIES and shall supersede any previous agreements, whether oral or written, between the PARTIES with respect to the matters covered herein.

#### **ART. 11 – MODIFICATIONS AND SUPPLEMENTS**

Any modifications or supplements to this AGREEMENT shall be deemed valid or binding on the PARTIES only if made in writing and signed by both PARTIES.

#### **ART. 12 – SEVERABILITY CLAUSE**

The PARTIES establish that in the event that any terms or conditions of this AGREEMENT are deemed invalid, unlawful or unenforceable for certain aspects, such invalidity shall not affect the remainder of the AGREEMENT, which shall be construed as if the invalid, unlawful or unenforceable provision never existed.

#### **ART. 13 – RELATIONSHIP BETWEEN THE PARTIES AND THIRD PARTIES**

This AGREEMENT shall not give rise to any association, joint venture or agency relationship between the PARTIES, but shall exclusively govern the aforementioned collaboration activity between the PARTIES. In no event shall the PARTIES take action against third parties in the name or on behalf of the other PARTY.

#### **ART. 14 – PERSONAL DATA PROTECTION**

The PARTIES mutually declare that they have been informed (and, where applicable, provide their express consent) that the “personal data” provided, even verbally, for pre-contractual purposes, or in any event gathered as a result of or in the course of the validity of the AGREEMENT, shall be handled exclusively for the purposes of the AGREEMENT through consultation, processing, interconnection, comparison against other data and/or any other further manual and/or automated processing, and, furthermore, for statistical purposes, with the data processed exclusively in anonymous form, through communication to public entities, when so requested for the attainment of institutional purposes, and to individuals if the purpose of the request complies with the institutional purposes of Sapienza, MI and MT, both PARTIES aware that failure to provide such data may entail the total or partial non- performance of the AGREEMENT.

The Data Controllers shall be the Parties as identified, named and domiciled above.

The PARTIES declare that they have been informed of their rights as per Article 7 of Legislative Decree no. 196 of 30/6/2003.

**ART. 15 – ASSIGNMENT**

MTIC may assign this AGREEMENT to MAIRE TECNIMONT AFFILIATES only in relation to the total or partial assignment of the business unit to which this AGREEMENT refers. .

**ART. 16 – STAMP DUTY AND REGISTRATION**

This AGREEMENT, subject to stamp duty, shall be subject to registration only in the event of use pursuant to Article 4 Tariff Part Two annexed to Presidential Decree no. 131 of 26/4/1986.

SAPIENZA UNIVERSITY of ROME

THE RECTOR

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Prof. Eugenio Gaudio

MAIRE TECNIMONT S.p.A.

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MAIRE INVESTMENT S.p.A.

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## **ANNEX 1**

### **RESEARCH AGREEMENT FORMAT**

**between**

.....  
**and Sapienza University di Roma**

### **RESEARCH AGREEMENT**

between

..... (Maire Tecnimont Affiliates and/or MI as the case may be)...., a company incorporated under the laws of the ....., established and having its registered office at ....., represented by Mr. xxxxx (hereinafter “xxx”)

and

**SAPIENZA UNIVERSITY of ROMA** – Department of..... (tax code....., VAT no. ....), with registered office in Piazzale Aldo Moro no. 5 post code 00185 Rome, (hereinafter “SAPIENZA”), represented by the Head of the Department of ..... Prof....., authorized to enter into this deed under Article 7 of the Regulation on Services on behalf of Third Parties issued with Chancellor’s Decree no. 7/AG of 28/01/2005

#### **WHEREAS**

- a- On xx, XXX and Sapienza entered into a master agreement to agree on the general terms and conditions that will govern the research agreements relating to the subject-matters identified in Article 2 of the same;
- b- For that which is not covered hereunder, reference is made to that agreed in the master agreement referred to in letter a) above.

Now, therefore

The parties stipulate and agree as follows:

#### **1. OBJECT OF THE PROGRAM**

1.1 MTIC shall entrust SAPIENZA, who accepts, according to the terms and conditions set forth below, the execution of the research program on the following subject-matter: [.....], as better described in Annex 1, which shall be considered an integral part of this Agreement (hereinafter the “Program”).

1.2 During the course of the research activities and in relation to the evolution thereof, the representatives of the parties, as identified above, may agree on updates to the Program.

SAPIENZA undertakes to promptly inform MTIC of any problems regarding the Program that might influence compliance therewith.

1.3 For the duration of the Program and any extensions thereto, SAPIENZA undertakes to make the personnel under the direction of the Head of the Program for the execution of the Program, as set forth in Article 3 below, refrained from conducting research on its own or third parties' behalf on the same specific subject-matter to which this Agreement refers.

## 2. DURATION OF THE AGREEMENT

The Program shall have a duration of [.....] months, starting from the date of signature of this Agreement by both parties. The duration may be extended by mutual agreement, without prejudice to the contribution due by MTIC as per Article 7.1 below, upon a written and grounded request by the party requesting the extension. Upon completion of the Program, the provisions of this Agreement shall terminate, without prejudice to the full effect and validity of Articles 6, 7, 8 and 17, even after said termination.

## 3. DIRECTION

The Program shall take place at SAPIENZA, under the direction of Prof. [.....], Head of the Program on behalf of SAPIENZA, which countersigns this Agreement.

## 4. PERSONNEL

4.1 For the purpose of implementing the Program, SAPIENZA shall avail itself of its own personnel for the proper execution thereof. Beforehand, said personnel shall provide the head of the department with a commitment letter for acceptance of the Articles 8 and 9 below.

4.2 SAPIENZA may, for the purpose of implementing the Program, use external personnel provided that MTIC is notified beforehand. SAPIENZA shall be solely and fully liable vis-à-vis MTIC for the activity of such external personnel. It is understood that the costs pertaining to the personnel of Sapienza and/or external personnel will be borne exclusively by Sapienza.

## 5. PROGRESS OF THE PROGRAM - DOCUMENTATION

5.1 MTIC may request a progress report on the Program and send, agreeing the meetings beforehand, its personnel, who may make any observations or suggestions deemed useful.

5.2 SAPIENZA undertakes to draft, keep and make available to MTIC and the persons designated thereby documents showing the progress of the Program. MTIC may request a copy of such documents at any time.

## 6. REPORTING

SAPIENZA undertakes to provide MTIC's Technical Manager indicated in Article 14, within 30 (thirty) days of the date of completion of the Program as per Article 2, with a final report ("Final Report"), including a detailed description of all the results achieved. MTIC shall provide SAPIENZA with its acceptance of the Final Report or its observations. The report shall be

understood to have been accepted by MTIC if this latter does not send its observations to SAPIENZA within one month of receiving the Final Report. In the event that MTIC sends its observations within the aforementioned term, SAPIENZA shall provide another version of the Final Report within two months of receiving the observations, complying with the observations or submitting a rebuttal. In the event that MTIC continues to refuse to accept the Final Report provided by SAPIENZA, the matter may be referred to the Court of Milan (Article 17). MTIC's acceptance of the Final Report shall be a condition for the payment of the outstanding remuneration agreed by the Parties as per Article 7.2.c). The provisions of this paragraph shall survive the conclusion of the Program and the subsequent extinction of the Agreement.

## 7. REMUNERATION AND PAYMENT

7.1 The contractual fixed amount, inclusive of expenses (including the costs of the personnel), due by MTIC for the execution of the Program () shall be € [.....] (Euro ...../00) plus VAT. Said amount shall be inclusive of any and all costs and charges incurred by SAPIENZA for the performance of this Agreement.

7.2 XXX shall pay the amount indicated in Article 7.1 above as follows:

- a) € [.....] (Euro ...../00) plus VAT, after the signature of this Agreement;
- b) € [.....] (Euro ...../00) plus VAT, upon completion of the Activity Phase of the Program;
- c) € [.....] (Euro ...../00) plus VAT, after submission to XXX of the Final Report on the Program as referred to in Article 6.

7.3 Without prejudice to the provision of the article 6, each installment as per Article 7.2 shall be paid by XXX within 60 (sixty) days of receiving a proper invoice made out to the company and sent to XXX's Technical Manager pursuant to Article 14. The payments shall be made via bank transfer to SAPIENZA, on Current Account no. ----- held at Unicredit Banca di Roma Ag. 153 – Piazzale Aldo Moro, 5, 00185 Rome, in the name of Sapienza Department of ----- Bank Code ..... Branch Code ..... - specifying the reason for payment, upon submission of a proper invoice.

7.4. It is understood that in the event of XXX's failure to pay the installment as per Article 7.2.c) due to its refusal to accept the Final Report, any deferred payments shall not give rise to late payment interest or indemnity of any kind in the hands of XXX.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. The ownership of non-patented results achieved and/or developed in the execution of this Research Agreement shall lie with XXX, which shall be entitled to use them in any way and without limitation by SAPIENZA.

8.2. If in the execution of this Research Agreement results are achieved, the intellectual property rights on any inventions shall be governed by the provisions set forth in this Article.

8.3. In the event of inventions that only involve XXX personnel, the ownership of the invention and any other related rights shall reside exclusively with XXX.

8.4. In the event of inventions that only involve SAPIENZA personnel and in the event of inventions originating from both XXX and SAPIENZA personnel, the parties shall give prompt notice of the results achieved and SAPIENZA shall cooperate with XXX in evaluating their effective patentability. The decision whether or not to apply for a patent is exclusively taken by XXX. XXX shall have ownership of the invention and of all related rights, while SAPIENZA shall have co-ownership of the patent application and the provisions set forth in this Article shall apply. It is expressly agreed by the Parties that SAPIENZA shall be entitled to use such results for its internal use.

8.5. The parties hereby establish that XXX shall write the patent application for the invention of which it has co-ownership and SAPIENZA shall provide the necessary support for drafting the text and shall sign or have the inventors designed by it sign any deed necessary to fulfill patent application formalities. XXX acknowledges the right of SAPIENZA personnel, whether an employee or not, to be mentioned as author of the invention in industrial property application. To this end, SAPIENZA shall provide XXX with the names of its inventors.

8.6. Upon filing the patent application, SAPIENZA shall assign all ownership rights of the patent to XXX. XXX may later file appropriate assignment records with the competent Patent Office indicating that XXX is the sole owner of all ownership rights in such patent application, only after the publication of such patent application.

8.7. Upon filing an Italian patent application, XXX shall pay SAPIENZA a total award equal to € 5,000.00 (euro five thousand) + VAT; for the filing of an international application (irrespective the number of countries) or an application for the international extension of an application already filed in Italy, XXX shall pay SAPIENZA a further award of € 5,000.00 (euro five thousand) + VAT so that the total award in such case is €10,000.00. In addition to said awards, nothing further shall be due to SAPIENZA and the inventors indicated by SAPIENZA from XXX with regard to the filed patent.

8.8. XXX shall bear all costs relating to the filing of the patent application or of any other type of industrial property application, as well as all subsequent charges relating to maintaining the patent and any international extension.

8.9. If, despite a result being deemed patentable, XXX decides not to file a patent application, SAPIENZA is allowed to – for its own account - file a patent application by itself, granting XXX a non-exclusive worldwide license to use the patent.

8.10. SAPIENZA shall hold XXX harmless against any claims made by its employees, collaborators, consultants or other persons used thereby to perform the agreements governed by this Agreement for remuneration relating to any inventions pursuant to Articles 64 and 65 of the Italian Code of Industrial Property adopted by Legislative Decree no. 30 of 10 February 2005

("Code of Industrial Property in compliance with Article 15 of Law no. 273 of 12 December 2002").

8.11. If during the course of research activity conducted by the same SAPIENZA research group during the 12 months after this Agreement expires, further patentable inventions arise relating to the object of the research agreement, SAPIENZA shall promptly inform XXX and undertake to grant XXX a purchase option on the patrimonial rights connected to the invention. XXX shall exercise such right through a specific declaration delivered to SAPIENZA within 30 (thirty) business days of receipt of the notice concerning the invention. If the right is not exercised within said term, the invention shall be deemed not of interest to XXX and SAPIENZA shall consequently be free to make use of it at its own discretion. SAPIENZA is then allowed to – for its own account - file a patent application by itself.

8.12. If XXX exercises the aforementioned option right, all of the provisions contained in this Article shall apply.

8.13. The payments envisioned in this Article shall be made upon submission of a proper invoice by SAPIENZA to current account no. ----- held at Unicredit – Agenzia no. --- Rome – Bank Code ----- Branch Code ----- Control Internal Number ----, specifying the reason for payment.

## 9. CONFIDENTIALITY

9.1 SAPIENZA undertakes to treat as confidential and refrain from divulging or making available to third parties or using for purposes other than those of the Program i) any information, provided in tangible form, marked as "confidential" and disclosed in writing or delivered physically to the personnel so entitled as per Article 3 (Head of the Program) that regards the Program and ii) the Results for which XXX has not issued specific written authorization for scientific publication.

9.2 The obligations set forth in Article 9.1 shall survive the completion of the Program and the consequent extinction of this Agreement, as well as the cessation or termination of the same for whatsoever cause. The obligations shall cease being effective when the information enters the public domain for causes not attributable to SAPIENZA and/or to the persons employed by it for the performance of this Agreement and/or if lawfully obtained from a third party without any confidentiality obligation referred to in this Article 9, and in any case for no more than 5 years from when this AGREEMENT ceases.

The obligations set forth in Article 9.1 shall not or no longer apply to information for which evidence has been furnished that it has been or is being developed by SAPIENZA independent of any confidential information disclosed by XXX. SAPIENZA can not exclude that internally there are other research groups, different from the research group directed by the Head of the Program, that, independently, are performing research committed by third parties or curiosity attended in the same field of activity as the Program.

Sapienza would not be responsible for possible damages deriving from the violation of the article's regulations - 9.1 - if such violation has taken place despite the use of the normal diligence in relation with those circumstances.



The parties agree, from now on, that possible actions for the compensation of damages deriving from the violation of the article's regulations - 9.1 - could not deal with a compensation for an amount higher than that provided for by this AGREEMENT.

9.3 Any publications by SAPIENZA personnel and/or external personnel as referred to in Article 4.2 that has as its main or secondary subject the Results shall be submitted to the XXX Technical Manager as per Article 14 for approval. The Technical Manager shall have 30 days to provide a response in writing, indicating any supplements, eliminations or modifications necessary, in XXX's judgment, to protect the confidentiality of the Results. The publications, with the aforementioned supplements, eliminations or modifications, shall explicitly state that the Program is conducted on behalf of XXX (unless XXX instructs otherwise). If after 2 (two) months XXX fails to provide a written response, the publication shall be automatically deemed accepted as is.

9.4 If the Results are the object of scientific publications edited by XXX, it shall be explicitly stated that the Program was conducted in collaboration with SAPIENZA and the names of the main collaborators shall be stated as well.

## 10. SUBCONTRACTS

SAPIENZA may not assign all or even part of its rights and obligations arising from this Agreement, or subcontract, even in part, the performance of the Program, or have itself replaced by third parties for the same purposes, without prejudice to that stated in Article 4 above.

## 11. INSURANCE

Each Party shall obtain insurance covers as provided for by law for its personnel, which by virtue of this Agreement will be called upon to frequent the sites where the activities will take place.

## 12. SAFETY

12.1 The personnel of the contracting Parties shall comply with the disciplinary and safety laws in effect in the sites where the activities relating to this Agreement take place, in mutual accordance with the occupational safety laws envisioned in Legislative Decree no. 81 of 9 April 2008 and subsequent modifications and/or supplements, complying in particular with the obligations under Article 20 of said Decree, as well as with the instructions of the Occupational Health and Safety Officer.

12.2 The personnel of the contracting Parties, including any external collaborators of the same howsoever designated, shall, before accessing the Parties' premises and sites where the activities take place, obtain information on health and safety measures and, if need be, issue a specific declaration.

12.3 The obligations under Article 26 of Legislative Decree no. 81/2008 and subsequent modifications and/or supplements and making available individual protection devices (IPD) in relation to the specific risks present in the host structure shall lie with a top-tier executive of the host structure or the person vested with a specific mandate; all other obligations shall lie with the manager of the structure/entity of origin.

12.4 The Research Manager for SAPIENZA and the top-tier executive of XXX or its mandated party shall ascertain the existence of risks interfering with the work of the Parties while the activities are carried out and, if such risks exist, the activities that give rise to such interferences may begin only after a risk assessment document has been drawn up indicating the measures adopted to eliminate them or, where this is not possible, to minimize the risk of interference. Such document shall accompany this Agreement.

### 13. LIABILITY

13.1 SAPIENZA shall be solely liable for any damage caused by it as a result of the performance of this Agreement and caused by its personnel.

13.2 SAPIENZA shall also be solely liable for damage caused by SAPIENZA personnel to XXX and third parties, particularly but not limited to its personnel and to external personnel as per Article 4.2, as a result of the performance of this Agreement. SAPIENZA shall compensate and hold XXX harmless against any damage, action or claim that may arise from the activities to which this Agreement refers and caused by its personnel.

### 14. TECHNICAL MANAGER

XXX shall appoint as its Technical Manager for the purposes of this Agreement and in its relations with SAPIENZA, [.....].

### 15. TERMINATION

15.1 In the event of SAPIENZA's failure to discharge its obligations hereunder, the Agreement may be terminated following a formal notice to comply pursuant to Article 1454 of the Italian Civil Code; the formal notice shall be intimated by XXX to SAPIENZA via recorded delivery letter with advice of receipt and shall provide for compliance within 30 (thirty) days of receiving the notice.

15.2 This Agreement may be terminated with immediate effect by XXX, in accordance with Article 1456 of the Italian Civil Code, if SAPIENZA and/or its personnel as per Article 4.2 violate the confidentiality obligation referred to in Article 9.

15.3 SAPIENZA shall promptly inform XXX of any event that could prejudice the execution of the Program, providing every useful piece of information. The parties shall jointly decide what measures should be taken. In this case, if this Agreement shall be terminated the activities properly carried out by SAPIENZA shall be compensated by XXX based on the expenses incurred by SAPIENZA and evidenced by adequate receipts.

### 16. WITHDRAWAL

XXX may withdraw from this Agreement at any time and at any stage of the Program by providing SAPIENZA with at least 30 days' prior written notice. In this case, the activities shall be compensated by XXX based on the expenses incurred by SAPIENZA for the Program and evidenced by adequate receipts, from the last payment before the date on which withdrawal

takes effect until the date on which the withdrawal takes effect, plus a further 10% of the residual amount as full and final settlement of any other further amount due.

17. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

This RESEARCH AGREEMENT shall be governed by Italian law. Any disputes that may arise between the PARTIES in relation to the interpretation, performance and/or validity of the AGREEMENT and any RESEARCH AGREEMENT shall be referred exclusively to the Court of Rome.

18. COMMUNICATIONS

Unless otherwise stated, all communications provided for and required under this Agreement shall be made in writing and shall take effect upon receipt. Communications may be hand delivered or sent via fax with advice of receipt to the following addresses:

- If to XXX:  
Stamicarbon BV xxxxx.  
Via xxxx  
xxxxx  
To the kind attention of: .....

- If to SAPIENZA:  
SAPIENZA UNIVERSITA' di ROMA  
Piazzale Aldo Moro, 5  
00185 Rome  
To the kind attention of Prof. ....

19. REGISTRATION

This Agreement is subject to stamp duty and shall be registered for use and at a fixed rate pursuant to Articles 5 and 39 of Presidential Decree no. 131 of 26.4.1986. The expenses relating to this Agreement shall be borne by XXX.

20. MISCELLANEOUS

20.1 XXX may assign all or part of this Agreement and its rights and obligations to its Affiliates only in relation to the total or partial assignment of the business unit to which this Agreement refers.

20.2 For the purposes of this Article, XXX Affiliates shall be understood as every company that directly or indirectly controls, is controlled by or is under joint control with Maire Tecnimont SPA, whereby control of a company shall mean the possession of over 50% of the nominal value of the share capital or over 50% of the voting rights in the shareholders' meetings.

20.3 This Agreement contains the entire agreement between the Parties and shall supersede any previous negotiation (with the exception of the Master Agreement for Scientific

Collaboration executed on [●]), commitment or written deed made prior to the date of this Agreement and relating to the matter covered herein. No modification, amendment or addition to this Agreement shall take effect unless done in writing and signed by both Parties.

20.4 For any matters not expressly provided for herein, the Parties shall refer to the master agreement stated in the above recitals.

**STAMICARBON BV**

Name: .....

Signature:.....

Date:.....

**SAPIENZA UNIVERSITY of ROMA**

Department of .....

Department Head

Research Manager

Name:            Name:.....

Signature:..... Signature:.....

Date:..... Date:.....

**ANNEX 1**  
**[TECHNICAL ANNEX]**

**ANNEX 2**  
**[TRAINING ANNEX]**

<b>Subject</b>	(to be defined)
<b>Director of the Course</b>	(to be defined)
<b>Management</b>	Specify the organization who has in charge the course (Faculty, department, or research center)
<b>Learning outcomes</b>	Describe learning outcomes
<b>Target students</b>	To whom the program is addressed
<b>Entry requirements</b>	Specify entry requirements (ISCED 3-A or Upper secondary education)
<b>Location and timetable</b>	Specify location and timetable of lessons
<b>Period</b>	Specify starting and ending period of lessons
<b>Duration</b>	Specify length in hour (compulsory percentage to gain frequency certificate and ECTS is 75%)
<b>Teachers</b>	Specify teachers involved
<b>Learning modality</b>	Specify lesson modality (ie. taught course, laboratory based learning, e-learning, blended learning etc)
<b>Course Overview</b>	Specify course content and modules
<b>Assessment</b>	Specify if a final assessment is needed
<b>ECTS</b>	Max 5 ECTS (European Credit Transfer System)
<b>Additional Information</b>	Telephone numbers, email address
<b>Fees</b>	Specify fees
<b>Facilitation</b>	Specify conditions for beneficiary of grants, scholarship or fees reduction
<b>Number of students enrolled</b>	Minimum and maximum number of student enrolled (Minimum number to activate a course is 6 students)
<b>Payment</b>	On line Payment after pre-enrollment in Infostud



<b>Subject</b>	
<b>Director of the Course</b>	
<b>Management</b>	Specify the organization who has in charge the course (Faculty, department, or research center)
<b>Learning outcomes</b>	Describe learning outcomes
<b>Target students</b>	To whom the program is addressed
<b>Entry requirements</b>	Specify entry requirements (ISCED 3-A or Upper secondary education)
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