

L'anno duemiladieci, addì **20 aprile 2010** alle ore 14.00, a seguito di regolare convocazione trasmessa con nota prot. n. 21169 del 15 aprile 2010, nell'Aula Organi Collegiali, si é riunito il Senato Accademico 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. Luigi Frati, Presidente ed i componenti del Senato Accademico: Prof. Gian Vittorio Caprara, Prof. Roberto Antonelli (entra alle ore 15.40) , Prof. Guido Martinelli, Prof. Prof. Adriano Redler, Prof. Federico Masini, Prof. Mario Caravale (entra alle ore 16.00), Prof. Elvidio Lupia Palmieri, Prof. Attilio Celant, Prof. Gianluigi Rossi (entra alle ore 15.07), Prof.ssa Gabriella Salinetti, Prof. Vincenzo Ziparo (entra alle ore 15.05), Prof. Mario Morcellini, Prof. Franco Chimenti (entra ore 15.40), Prof. Renato Masiani, Prof. Fabrizio Vestroni, Prof. Vincenzo Nesi, Prof. Fabrizio Orlandi, Prof.ssa Marina Righetti, Prof. Giuseppe Santoro Passarelli (entra alle ore 16.35), Prof. Stefano Biagioni, Prof. Marcello Scalzo, Prof. Francesco Quaglia, Prof. Pierluigi Valenza (entra alle ore 14.55), Prof. Andrea Magri, Prof. Davide Antonio Ragozzino (entra alle ore 14.30), Prof. Alfredo Antonaci, Prof. Felice Cerreto, Prof. Giorgio Piras, Prof. Fabio Giglioni, Prof. Massimo Realacci, Prof. Enrico Fiori (entra alle ore 15.00), Prof.ssa Adelina Maria Teresa Borruto (entra alle ore 14.35), Sig. Beniamino Altezza, Sig. Livio Orsini (entra alle ore 15.25), Sig. Pasquale De Lorenzo, Sig. Alessandro Delli Poggi, Sig. Fabrizio Fioravanti, Sig. Fabrizio Trinchieri, Sig. Giuseppe Rodà, Sig. Paolo Piccini, Sig. Giuseppe Alessio Messano, il Dott. Francesco Mellace e l'Arch. Barberio, il Direttore Amministrativo Carlo Musto D'Amore che assume le funzioni di Segretario.

Assistono i Presidi, i Proff.ri e i Prorettori: Prof. Francesco Avallone Pro-Rettore Vicario, Livio De Santoli, Roberto Nicolai, Franco Piperno, Maria D'Alessio, Luciano Zani, Paolo Lampariello, Filippo Sabetta, Attilio De Luca, Mario Docci, Fulco Lanchester, Bartolomeo Azzaro, Giuseppina Capaldo e Antonello Biagini.

Assenti giustificati: Prof. Guido Valesini.

Assenti: Prof. Roberto Palumbo.

Il Rettore, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita ed apre la seduta.

.....**o m i s s i s**



Senato
Accademico

Seduta del

20 APR. 2010

ACCORDO DI COLLABORAZIONE TRA L'UNIVERSITA' DI ROMA "LA SAPIENZA" E L'UNIVERSITA' TONGJI DI SHANGHAI DAL TITOLO: "MICRO COMBINED HEAT AND POWER SYSTEM" - RATIFICA.

Il Presidente sottopone all'esame di questo Consesso la seguente relazione predisposta dal Settore per le Convenzioni dell'Ufficio Valorizzazione Ricerca Scientifica e Innovazione.

In data 14 ottobre 2009 è stato sottoscritto un accordo di collaborazione tra l'Università di Roma "La Sapienza" e l'Università Tongji di Shanghai, inerente l'implementazione del progetto dal titolo "Micro Combined Heat and Power System".

Tale collaborazione trae origine da precedenti accordi di cooperazione stipulati tra il Ministero dell'Ambiente e l'Università Tongji (nel 2005) e tra lo stesso Ministero e questa Università (nel 2006) nel campo dei sistemi di generazione combinata di energia termica ed elettrica, opportunamente citati nelle premesse del testo contrattuale.

In virtù dell'accordo in parola, l'Università Tongji ha affidato alla Sapienza l'implementazione di alcune attività volte alla realizzazione del progetto di cui in narrazione, rientranti in quelle già concordate tra la stessa Tongji e il Ministero dell'Ambiente così come descritte nell'allegato tecnico costituente parte integrante della Convenzione stessa tra il Ministero dell'Ambiente e l'Università Tongji.

Oltre alle due Università citate, saranno coinvolti altri partner elencati nell'accordo allegato; le attività verranno svolte dai partner italiani e cinesi attraverso esponenti accademici e industriali di alto livello operanti nei settori dei sistemi elettronici di controllo, motori a combustione interna, motori e sistemi termici, sistemi ad acqua e aria calda, bruciatori, ecc.

Il finanziamento previsto a favore di Sapienza è quantificato in un ammontare di € 110.000,00 (centodiecimila), suddiviso in due tranches (1^a tranche di € 56.500,00 - 2^a tranche di € 53.500,00) da corrispondersi a favore di Sapienza in base alla tempistica con cui Tongji riceverà tali somme dallo stesso Ministero dell'Ambiente Italiano.

Le attività previste saranno svolte nell'arco temporale di 22 mesi dalla sottoscrizione dell'accordo. E' previsto un Comitato di Coordinamento composto dai rappresentanti delle due Università. Il rappresentante di Sapienza designato contrattualmente è il Prof. Livio de Santoli, Energy Manager del Servizio di Ateneo per l'Energia, attualmente strutturato presso la Ripartizione VII - Attività Edilizia. Responsabile amministrativo dell'accordo sarà il Dott. Paolo Enzo De Luca, della medesima Ripartizione.

UFFICIO VAL. R.S. e INNOVAZIONE
Settore Convenzioni
Il Responsabile

Dott. Massimo Barberetti

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Senato
Accademico

Seduta del

20 APR. 2010

Successivamente, all'UVRSI è pervenuta, per il tramite dello stesso Prof. de Santoli, una copia in versione bilingue dell'accordo in parola (inglese e cinese), da sottoporre nuovamente alla firma delle Parti.

Il Presidente comunica che, per questioni di urgenza, la pratica è stata già sottoposta al Consiglio di Amministrazione il quale, nella seduta del 30.3.2010, ha deliberato di ratificare l'accordo, di autorizzare il Rettore alla sottoscrizione dell'atto nella versione bilingue e di dare mandato all'Amministrazione per l'introito di € 110.000,00, il tutto subordinato al parere favorevole del Senato Accademico.

Allegati parte integrante:

- 1) Accordo di collaborazione tra Sapienza e Tongji University sottoscritto il 14.10.2009;
- 2) Accordo di collaborazione bilingue tra Sapienza e Tongji University

Allegati in visione:

- 1) Delibera del Consiglio di Amministrazione seduta del 30.3.2010

UFFICIO VAL. R.S. e INNOVAZIONE

Settore Convenzioni

Il Responsabile

Dott. Massimo Bartoletti



Senato
Accademico
Seduta del

20 APR. 2010

Il Presidente pone in votazione la proposta di delibera.

IL SENATO ACCADEMICO

- LETTA** la relazione predisposta dal Settore per le Convenzioni dell'Ufficio Valorizzazione Ricerca Scientifica e Innovazione;
- ESAMINATI** l'accordo di collaborazione tra l'Università di Roma "La Sapienza" e l'Università Tongji di Shanghai stipulato il 14.10.2009 ed il medesimo testo in versione bilingue;
- CONSIDERATA** la rilevanza e l'assoluto valore dell'iniziativa e degli obiettivi prefissati nell'ambito della collaborazione stessa che hanno indotto le Parti alla stipula dell'accordo;
- PRESO ATTO** dell'indicazione, fornita dal Dirigente la Ripartizione VII, del nominativo del Dott. Paolo Enzo De Luca, Funzionario amministrativo presso la medesima Ripartizione, quale responsabile amministrativo per la gestione dei fondi;
- PRESO ATTO** della delibera del Consiglio di Amministrazione nella seduta del 30.3.2010;

Con voto unanime

ESPRIME PARERE FAVOREVOLE

in merito alla ratifica dell'accordo di collaborazione sottoscritto tra l'Università di Roma "La Sapienza" e l'Università Tongji di Shanghai in data 14 ottobre 2009.

Letto ed approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO
Carlo Musto D'Amore

IL PRESIDENTE
Luigi Frati

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IMPLEMENTATION AGREEMENT

for

***“Micro combined heat and power system”
(Micro-CHP)***

between

**The Tongji University in Shanghai
School of Automotive Studies**

and

**Sapienza University of Rome
Servizio di Ateneo per l’Energia**

SAPIENZA UNIVERSITY

BETWEEN

The Tongji University, (TONGJI) with registered office at No 1239 Siping Road, Shanghai, China, hereinafter referred to as Tongji, legally represented by Prof. Yu Zhuoping, Dean of school of Automotive Studies

and

Sapienza University of Rome, (SAPIENZA) with registered office in Piazzale Aldo Moro 5, 00185 Roma, Italy, C.F. 80209930587, P.Iva IT 02133771002, legally represented by Chancellor, Prof. Luigi Frati,

(hereinafter referred to as the Parties)

PREMISED THAT

The Italian Ministry for the Environment, Land and Sea (IMELS) in the year 2000 launched a cooperation program for environmental protection establishing cooperation relationship with several scientific institutions and universities of the People's Republic of China.

On November 21st, 2005 IMELS and TONGJI signed a Memorandum of Understanding to establish the "Italian Tongji Technology Transfer Center" (ITTTC) within Tongji's campus, with the purpose of promoting bi-lateral projects of cooperation on eco-sound technologies for high efficiency engine with particular regard to the development of a demonstrative plant. Within the framework of this agreement, an innovative tri-generation micro-turbine Sino-Italian technology has been developed.

On December 5th, 2005, IMELS and SAPIENZA signed an Agreement for the development of micro-cogeneration systems.

On April 20th, 2006 the Parties decided to strengthen their cooperation by enlarging the Italian Tongji Technology Transfer Center's fields of activities promoting sustainable urban mobility solutions for the Shanghai Municipality and renamed ITTTC as "Sino-Italian Sustainable Mobility Research Center (S.U.M.R.E.C.)". Within the framework of this agreement, an innovative low emissions electronic injection system for small engines has been developed by TONGJI University and Chinese and Italian companies represented by ITT Italian Technology Transfer s.r.l. (ITT).

On May 19th, 2007 the Parties signed an Agreement for the development of Two Wheel Hybrid vehicles according to the provisions of the agreement between TONGJI University and Chinese and Italian companies represented by ITT Italian Technology Transfer s.r.l. (ITT).

WHEREAS

IMELS and TONGJI have already developed joint projects within the framework of the “Italian Tongji Technology Transfer Center”, now SUMREC, for the realization of:

- a tri-generation demonstrative plant based on innovative micro-turbine Sino-Italian technology, which generates electricity, heat and cooling;
- an innovative low emissions electronic injection system for small engines
- Two Wheel Hybrid vehicles

AGREE

Article 1

TONGJI appoints SAPIENZA as an implementing partner for the execution of the “**Micro combined heat and power system**” (Micro-CHP) project activities, as described in the Technical Annex of the Agreement between the Italian Ministry for the Environment, Land and Sea (IMELS) and Tongji University on Micro-CHP project.

The other partners of the project are ITT Italian Technology Transfer Srl (ITT), Engines Engineering S.p.A. (EE), Ducati Energia S.p.A. / Ducati Sistemi S.p.A. (DE), Api Com s.r.l.(API), Baltur S.p.A. (BA), Chun Feng Holding Group Co.,Ltd. - CFmoto (CF), Shanghai Sunwise Energy System Co., Ltd. (SE)

Article 2

The Micro-CHP will be developed by the Italian and Chinese partners with high level academic and industrial expertise in the following sectors:

motorcycles R&D, electronics control, internal combustion engines, power electronic systems, production of thermal engines, thermal system, boilers, thermal units, warm water/air heaters, burners.

The Micro-CHP shall be implemented in 22 months from the signature of the present agreement.

Article 3

A Project Coordination Committee (PCC) will be established. The Tongji University – School of Automotive Studies and SAPIENZA appoint one representative each, to ensure appropriate coordination of the Project and of the activities in charge.

The appointed Chief of the PCC is Mr. Cristian Balboni

The PCC Representative of Tongji University – School of Automotive Studies is Prof. Ma Jianxin

The PCC Representative of SAPIENZA is the Energy Manager, Prof. Livio de Santoli

Article 4

As described in the Technical Annex mentioned in article 2, the total cost of the Project is 4,506,000.00 EURO.

TONGJI, SAPIENZA and Italian companies will contribute with 640,000.00 EURO recovered through previous projects. Chinese and Italian companies will contribute with 1,982,000.00 EURO and IMELS will cover the remaining amount of 1,884,000.00 EURO.

TONGJI will receive 753,600.00 EURO from IMELS contribution of 1,884,000.00 EURO.

TONGJI will open a joint laboratory named "Micro-Cogeneration Laboratory" as part of the already established "Sustainable Urban Mobility Research Center" (S.U.M.R.E.C. / Micro-CHP Laboratory).

TONGJI will be the owner of 6 (six) of the 10 (ten) Micro-CHP prototypes as mentioned on the Technical Annex.

The joint laboratory will be put at ITT's disposal and the 6 (six) Micro-CHP prototypes will be used for research and development aims.

TONGJI will invest in the laboratory and Micro-CHP prototypes development by purchasing 652,600.00 EURO of Italian technologies.

TONGJI will in charge SAPIENZA to be responsible for collecting all the project data and documents in a printable final reports and submitting the latter to Steering Committee and partners.

TONGJI will submit to the Steering Committee the mid-term report (MR) at the 12th month of activities and a final report (FR) at the 22nd month of activities.

The following table summarizes the content of the technical annex and shows the total amount which Sapienza University of Rome (SAP) will invoice to Tongji (110.000 Euro):

	Value of the Activity funded by IMELS ALL WORK IS LOAD IN ITALY	Value that the partners will invoice to Tongji to get paid the 6 prototypes	Value that the partners will invoice to Tongji to get paid the instrumentation for the Micro-CHP laboratories	Total
APICOM	€ 163.000	€ 70.000	€ 276.000	€ 509.000
BA	€ 120.000	€ 94.000		€ 214.000
EE	€ 282.000	€ 85.000	€ 70.000	€ 437.000
DE	€ 167.000	€ 72.000	€ 90.000	€ 329.000
ITT	€ 129.000	€ 40.000		€ 169.000
SE	€ 15.000			€ 15.000
SAP	€ 110.000			€ 110.000
Total	€ 986.000	€ 361.000	€ 436.000	€ 1.783.000
Total Funds will be sent to Tongji from IMELS				€ 1.884.000
Total Funds will be remaining in Tongji				€ 101.000

1. TONGJI will transfer to SAPIENZA a first installment as follow immediately after that TONGJI will receive IMELS's funds:

1st Installment	Value of the Activity funded by IMELS ALL WORK IS LOAD IN ITALY	Value that the partners will invoice to Tongji to get paid the 6 prototypes	Value that the partners will invoice to Tongji to get paid the instrumentation for the Micro-CHP laboratories	Total
APICOM	€ 17.986	€ 70.000	€ 276.000	€ 363.986
BA	€ 11.143	€ 94.000		€ 105.143
EE	€ 28.221	€ 85.000	€ 70.000	€ 183.221
DE	€ 17.950	€ 72.000	€ 90.000	€ 179.950
ITT	€ 13.200	€ 40.000		€ 53.200
SE	€ 7.500			€ 7.500
SAP	€ 56.500			€ 56.500
Total	€ 152.500	€ 361.000	€ 436.000	€ 949.500
Total Funds will be sent to Tongji				€ 1.000.000
Total Funds will remain in Tongji				€ 50.500

2. TONGJI will transfer to SAPIENZA a final installment as follow immediately after that TONGJI will receive IMELS's final installment funds:

Final Installment	Value of the Activity funded by IMELS ALL WORK IS LOAD IN ITALY	Value that the partners will invoice to Tongji to get paid the 6 prototypes	Value that the partners will invoice to Tongji to get paid the instrumentation for the Micro-CHP laboratories	Total
APICOM	€ 145.014			€ 145.014
BA	€ 108.857			€ 108.857
EE	€ 253.779			€ 253.779
DE	€ 149.050			€ 149.050
ITT	€ 115.800			€ 115.800
SE	€ 7.500			€ 7.500
SAP	€ 53.500			€ 53.500
Total	€ 833.500			€ 833.500
Total Funds will be sent to Tongji				€ 884.000
Total Funds will remain in Tongji				€ 50.500

The banking charges incurred in the TONGJI's bank shall be born by TONGJI, whereas the banking charges incurred outside the TONGJI's bank shall be born by SAPIENZA.

Article 5

The progress status of the activities, to be jointly performed as indicated in the Technical Annex of the Agreement between the Italian Ministry for the Environment, Land and Sea (IMELS) and Tongji University on Micro-CHP, should be discussed by the Parties during the PCC meeting and reported by the PCC Chief on a monthly basis, together with the actions planned for the following months, as well as any further action or request of information deemed necessary to match the time schedule.

Article 6

In executing this agreement, it is agreed that each Party undertakes to:

- carry out the activities and issue the documentation with maximum care and due diligence;
- keep the other Party informed of the progress of carried out activities;
- make available, for the purpose of the Steering Committee meetings, the documents and information related to the progress of the work, and to participate to the Steering Committee meetings.

Article 7

With regard to applicable, customs, taxes and charges regime to this agreement is valid what stated in the SUMREC Memorandum of Understanding and the IMELS-Tongji University Agreement on Micro-CHP project.

As established by Chinese law, taxes shall be applied to the services performed by SAPIENZA in China, and will be included in the total cost of this agreement as reported in the Technical Annex.

In order to ease the tax certification procedure, SAPIENZA will produce a declaration of the amount of services performed in China.

The tax amount shall be certified by Tongji to SAPIENZA in respect to the Italian taxation system.

The Parties agree that equipment and goods transferred from Italy to China for the implementation of the Project activities shall be regarded as a contribution from the Italian Government, with no commercial value and free of charge for Chinese partners.

Equipments and goods are devoted to demonstration purposes only. All equipments and goods sent from Italy or Europe to China are purchased with grants provided by IMELS and will be exempted from customs, taxes and charges.

TONGJI shall take the responsibility for obtaining exemption from customs duties and other taxes which may be imposed on the equipment, goods and services related to this project.

Each Party shall cooperate to respect both Chinese and Italian taxation laws.

Article 8

Propriety, achievements, devices, patents, business results that will be realized during the project, will be propriety of the relevant Party, as reported in the Technical Annex of the IMELS-Tongji University Agreement on Micro-CHP project.

Article 9

Future partners could be involved if the Parties agree.

Article 10

For the purposes and for all the effects of this agreement, SAPIENZA elects its business premises in Piazzale Aldo Moro 5, 00185 Rome - Italy, and Tongji elects its domicile in its registered office in Shanghai.

Article 11

This agreement is governed by Chinese law.

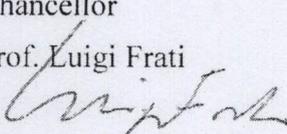
Signed for acknowledgement and acceptance in two copies in English on 14 / OCT / 2009.

For Sapienza University of Rome

Chancellor

Prof. Luigi Frati

Signature:

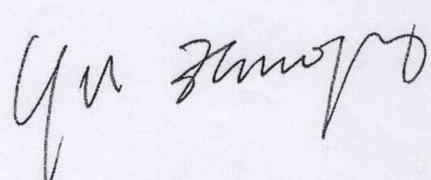


For the Tongji University of Shanghai

Dean of School of Automotive Studies

Prof. Yu Zhuoping

Signature:



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IMPLEMENTATION AGREEMENT

for

***“Micro combined heat and power system”
(Micro-CHP)***

between

**The Tongji University in Shanghai
School of Automotive Studies**

and

**Sapienza University of Rome
Servizio di Ateneo per l’Energia**

同济大学与罗马 Sapienza 大学关于微型热电联供系统的协议

BETWEEN

The Tongji University, (TONGJI) with registered office at No 1239 Siping Road, Shanghai, China, hereinafter referred to as Tongji, legally represented by Prof. Yu Zhuoping, Dean of school of Automotive Studies

同济大学（下文称作同济），注册在中国上海市四平路 1239 号，汽车学院院长余卓平教授法律上代表同济大学。

and

Sapienza University of Rome, (SAPIENZA) with registered office in Piazzale Aldo Moro 5, 00185 Roma, Italy, C.F. 80209930587, P.Iva IT 02133771002, legally represented by Chancellor, Prof. Luigi Frati,

罗马 Sapienza 大学（下文称作 SAPIENZA）注册在意大利罗马 Piazzale Aldo Moro 5, 00185, C.F. 80209930587, P.Iva IT 02133771002, Luigi Frati 是代表人。

(hereinafter referred to as the Parties)

以下简称为双方

PREMISED THAT

The Italian Ministry for the Environment, Land and Sea (IMELS) in the year 2000 launched a cooperation program for environmental protection establishing cooperation relationship with several scientific institutions and universities of the People's Republic of China.

意大利环境国土与海洋部（IMELS）于 2000 年与中国开展了环保方面的合作项目并与几所大学与科研机构在建立起了合作关系。

On November 21st, 2005 IMELS and TONGJI signed a Memorandum of Understanding to establish the "Italian Tongji Technology Transfer Center" (ITTTC) within Tongji's campus, with the purpose of promoting bi-lateral projects of cooperation on eco-sound technologies for high efficiency engine with particular regard to the development of a demonstrative plant. Within the framework of this agreement, an innovative tri-generation micro-turbine Sino-Italian technology has been developed.

2005 年 11 月 21 日，IMELS 与同济就在同济校区内成立“意大利同济技术转移中心（ITTTC）”签署了谅解备忘录，以提升高效环保发动机动力技术的开发和示范。在协议的框架下，一个基于微型燃气轮机的三联供的中意创新合作项目就开始了。

On December 5th, 2005, IMELS and SAPIENZA signed an Agreement for the development of micro-cogeneration systems.

2005 年 12 月 5 日，IMELS 和 La Sapienza 大学签署了微型共生系统的开发协议。

On April 20th, 2006 the Parties decided to strengthen their cooperation by enlarging the Italian Tongji Technology Transfer Center's fields of activities promoting sustainable urban mobility solutions for the Shanghai Municipality and renamed ITTTC as "Sino-Italian Sustainable Mobility Research Center (S.U.M.R.E.C.)". Within the framework of this agreement, an innovative low emissions electronic injection system for small engines has been developed by TONGJI University and Chinese and Italian companies represented by ITT Italian Technology Transfer s.r.l. (ITT).

2006年4月20日，双方为进一步加强合作，决定扩大意大利同济技术转移中心（ITTTC）的工作范围并促进上海公交可持续移动解决方案，因此将 ITTTC 更名为“中意可持续移动性研究中心（S.U.M.R.E.C.）”。在该协议框架内，一个创新的小引擎低排放电喷系统由同济及意大利技术转移有限公司（ITT）共同开发完成。

On May 19th, 2007 the Parties signed an Agreement for the development of Two Wheel Hybrid vehicles according to the provisions of the agreement between TONGJI University and Chinese and Italian companies represented by ITT Italian Technology Transfer s.r.l. (ITT).

2007年5月19日，双方按照同济及意大利技术转移有限公司（ITT）之间的协议条款，就开发两轮混合动力汽车签署协议。

WHEREAS

IMELS and TONGJI have already developed joint projects within the framework of the "Italian Tongji Technology Transfer Center", now SUMREC, for the realization of:

- a tri-generation demonstrative plant based on innovative micro-turbine Sino-Italian technology, which generates electricity, heat and cooling;
- an innovative low emissions electronic injection system for small engines
- Two Wheel Hybrid vehicles

鉴于 IMELS 和同济在意大利同济技术转移中心（ITTTC）的协议框架内已共同完成了一些项目，SUMREC 将致力于实现以下目标：

- 在创新型微燃机中意技术的基础上开发一个三联供示范电厂，该电厂将生产电力、热能和冷能；
- 创新型小引擎低排放电喷系统；
- 两轮混合动力汽车

AGREE

Article 1

TONGJI appoints SAPIENZA as an implementing partner for the execution of the "**Micro combined heat and power system**" (**Micro-CHP**) project activities, as described in the Technical Annex of the Agreement between the Italian Ministry for the Environment, Land and Sea (IMELS) and Tongji University on Micro-CHP project.

第一条

同济指定 SAPIENZA 大学作为执行方，执行“微型热电系统 (Micro-CHP)”，具体执行方式见意大利环境国土与海洋部 (IMELS) 和同济大学签署的 Micro-CHP 项目合同，技术附录这一章节。

The other partners of the project are ITT Italian Technology Transfer Srl (ITT), Engines Engineering S.p.A. (EE), Ducati Energia S.p.A. / Ducati Sistemi S.p.A. (DE), Api Com s.r.l.(API), Baltur S.p.A. (BA), Chun Feng Holding Group Co.,Ltd. - CFmoto (CF), Shanghai Sunwise Energy System Co., Ltd. (SE)

其它项目合作方是 ITT Italian Technology Transfer Srl (ITT), Engines Engineering S.p.A. (EE), Ducati Energia S.p.A. / Ducati Sistemi S.p.A. (DE), Api Com s.r.l.(API), Baltur S.p.A. (BA), Shanghai Sunwise Energy System Co., Ltd. (SE)

Article 2

The Micro-CHP will be developed by the Italian and Chinese partners with high level academic and industrial expertise in the following sectors:

motorcycles R&D, electronics control, internal combustion engines, power electronic systems, production of thermal engines, thermal system, boilers, thermical units, warm water/air heaters, burners.

The Micro-CHP shall be implemented in 22 months from the signature of the present agreement.

第二条

Micro-CHP将由中意双方共同开发，在以下方面体现项目的高学术性和行业专家的水准：

机组的研发，电子控制，内燃机引擎，电力电子系统，热能的生产，热力系统，锅炉，热能机组，热水/空气热交换器，燃烧器

Micro-CHP 应在此协议签署后 22 个月内完成。

Article 3

A Project Coordination Committee (PCC) will be established. The Tongji University – School of Automotive Studies and SAPIENZA appoint one representative each, to ensure appropriate coordination of the Project and of the activities in charge.

The appointed Chief of the PCC is Mr. Cristian Balboni

The PCC Representative of Tongji University – School of Automotive Studies is Prof. Ma Jianxin

The PCC Representative of SAPIENZA is the Energy Manager, Prof. Livio de Santoli

第三条

将成立一个项目协调委员会 (PCC)。同济大学汽车学院及 SAPIENZA 大学各指派一位代表以确保项目及行动的协调一致。

PCC 的指定负责人为 Mr. Cristian Balboni。

同济大学在 PCC 的代表为同济大学汽车学院的马建新。

SAPIENZA 在 PCC 的代表为 Livio de Santoli。

Article 4

As described in the Technical Annex mentioned in article 2, the total cost of the Project is 4,506,000.00 EURO.

TONGJI, SAPIENZA and Italian companies will contribute with 640,000.00 EURO recovered through previous projects. Chinese and Italian companies will contribute with 1,982,000.00 EURO and IMELS will cover the remaining amount of 1,884,000.00 EURO.

TONGJI will receive 753,600.00 EURO from IMELS contribution of 1,884,000.00 EURO.

TONGJI will open a joint laboratory named "Micro-Cogeneration Laboratory" as part of the already established "Sustainable Urban Mobility Research Center" (S.U.M.R.E.C. / Micro-CHP Laboratory).

TONGJI will be the owner of 6 (six) of the 10 (ten) Micro-CHP prototypes as mentioned on the Technical Annex.

The joint laboratory will be put at ITT's disposal and the 6 (six) Micro-CHP prototypes will be used for research and development aims.

TONGJI will invest in the laboratory and Micro-CHP prototypes development by purchasing 652,600.00 EURO of Italian technologies.

TONGJI will in charge SAPIENZA to be responsible for collecting all the project data and documents in a printable final reports and submitting the latter to Steering Committee and partners.

TONGJI will submit to the Steering Committee the mid-term report (MR) at the 12th month of activities and a final report (FR) at the 22nd month of activities.

第四条

如第二条中提及的技术附录所述，该项目的总金额为 4,506,000.00 欧元。

同济、La Sapienza 大学和意大利公司将从以前的项目中拨款 640,000.00 欧元，中意公司将拨款 1,982,000.00 欧元，剩余的 1,884,000.00 欧元由 IMELS 补足。

同济应收到 IMELS 拨出款项 1,884,000.00 欧元中的 753,600.00 欧元。

同济将开放一个名为“微型热电联产实验室”的实验场所作为已建好的“可持续城市活动性研究中心”（S.U.M.R.E.C. / Micro-CHP 实验室）的一部分。

如技术附录所述，同济将拥有 10（十）台 Micro-CHP 原型机中的 6（六）台。

合作实验室由 ITT 处置，6（六）台 Micro-CHP 原型机将用于研发。同济将投资实验室和 Micro-CHP 原型机的开发，斥资 652,600.00 欧元购买意大利技术。

同济指派 La Sapienza 大学负责撰写中期和最终项目报告，收集所有项目数据并将这些数据写在最终报告中，最终报告需提交给筹划指导委员会和合作方。

同济和 La Sapienza 大学应在项目活动开展后的第 12 个月提交中期报告（MR）给筹划指导委员会，第 22 个月提交最终报告给筹划委员会

The following table summarizes the content of the technical annex and shows the total amount which Sapienza University of Rome (SAP) will invoice to Tongji (110.000 Euro):

下表归纳了技术附件并列出了罗马 Sapienza 大学应提供给同济的 110,000 欧元的发票的明细:

	Value of the Activity funded by IMELS ALL WORK IS LOAD IN ITALY IMELS 出资的活动金额 所有工作均在意大利完成	Value that the partners will invoice to Tongji to get paid the 6 prototypes 合作方应向同济开具发票, 支付 6 台原型机的金额	Value that the partners will invoice to Tongji to get paid the instrumentation for the Micro-CHP laboratories 合作方应向同济开具发票, 支付 Micro-CHP 实验室仪器的金额	Total 总计
APICOM	€ 163.000	€ 70.000	€ 276.000	€ 509.000
BA	€ 120.000	€ 94.000		€ 214.000
EE	€ 282.000	€ 85.000	€ 70.000	€ 437.000
DE	€ 167.000	€ 72.000	€ 90.000	€ 329.000
ITT	€ 129.000	€ 40.000		€ 169.000
SE	€ 15.000			€ 15.000
SAP	€ 110.000			€ 110.000
Total	€ 986.000	€ 361.000	€ 436.000	€ 1.783.000
Total Funds will be sent to Tongji from IMELS IMELS 应向同济支付的款项总金额				€ 1.884.000
Total Funds will be remaining in Tongji 留在同济的总金额				€ 101.000

1. TONGJI will transfer to SAPIENZA a first installment as follow immediately after that TONGJI will receive IMELS's funds:

1. 同济收到 IMELS 的资金后，应立即向 SAPIENZA 支付以下的第一次安装资金：

1st Installment 第一部分	Value of the Activity funded by IMELS ALL WORK IS LOAD IN ITALY IMELS 出资的活动金额 所有工作均在意大利完成	Value that the partners will invoice to Tongji to get paid the 6 prototypes 合作方应向同济开具发票，支付 6 台原型机的金额	Value that the partners will invoice to Tongji to get paid the instrumentation for the Micro-CHP laboratories 合作方应向同济开具发票，支付 Micro-CHP 实验室仪器的金额	Total 总计
APICOM	€ 17.986	€ 70.000	€ 276.000	€ 363.986
BA	€ 11.143	€ 94.000		€ 105.143
EE	€ 28.221	€ 85.000	€ 70.000	€ 183.221
DE	€ 17.950	€ 72.000	€ 90.000	€ 179.950
ITT	€ 13.200	€ 40.000		€ 53.200
SE	€ 7.500			€ 7.500
SAP	€ 56.500			€ 56.500
Total	€ 152.500	€ 361.000	€ 436.000	€ 949.500
Total Funds will be sent to Tongji IMELS 应向同济支付的款项总金额				€ 1.000.000
Total Funds will remain in Tongji 留在同济的总金额				€ 50.500

2. TONGJI will transfer to SAPIENZA a final installment as follow immediately after that TONGJI will receive IMELS's final installment funds:

2. 同济在收到 IMELS 的最后分期付款款项后，应立即向 ITT 合作方移交以下的最终部分：

Final Installment 最终部分	Value of the Activity funded by IMELS ALL WORK IS LOAD IN ITALY IMELS 出资的活动金额 所有工作均在意大利完 成	Value that the partners will invoice to Tongji to get paid the 6 prototypes 合作方应向同济 开具发票，支付 6 台原型机的金额	Value that the partners will invoice to Tongji to get paid the instrumentation for the Micro- CHP laboratories 合作方应向同 济开具发票， 支付 Micro- CHP 实验室仪 器的金额	Total 总计
APICOM	€ 145.014			€ 145.014
BA	€ 108.857			€ 108.857
EE	€ 253.779			€ 253.779
DE	€ 149.050			€ 149.050
ITT	€ 115.800			€ 115.800
SE	€ 7.500			€ 7.500
SAP	€ 53.500			€ 53.500
Total	€ 833.500			€ 833.500
Total Funds will be sent to Tongji 交给同济的总金额				€ 884.000
Total Funds will remain in Tongji 仍留在同济的总金额				€ 50.500

The banking charges incurred in the TONGJI's bank shall be born by TONGJI, whereas the banking charges incurred outside the TONGJI's bank shall be born by SAPIENZA.

同济方面产生的银行费用由同济自己承担，同济以外产生的银行费用由（ITT）承担（这些费用由 ITT 代表的各方按比例出资）。

Article 5

The progress status of the activities, to be jointly performed as indicated in the Technical Annex of the Agreement between the Italian Ministry for the Environment, Land and Sea (IMELS) and Tongji University on Micro-CHP, should be discussed by the Parties during the PCC meeting and reported by the

PCC Chief on a monthly basis, together with the actions planned for the following months, as well as any further action or request of information deemed necessary to match the time schedule.

第五条

活动的进展由双方按照同济和 IMELS 关于 Micro-CHP 协议的技术附录部分来共同执行, 且应当由双方在 PCC 会议上讨论并由 PCC 负责人每月报告一次, 该报告中还包括接下来几个月的活动计划, 任何进一步的行动, 或需要与计划相匹配的一些信息。

Article 6

In executing this agreement, it is agreed that each Party undertakes to:

- carry out the activities and issue the documentation with maximum care and due diligence;
- keep the other Party informed of the progress of carried out activities;
- make available, for the purpose of the Steering Committee meetings, the documents and information related to the progress of the work, and to participate to the Steering Committee meetings.

第六条

为执行本协议, 合同双方都应承诺:

- 进行活动和发布文件时予以最谨慎和恪尽职守的态度;
- 让另一方知晓活动的进度;
- 筹划委员会会议所需的文件和工作进展应在会议上体现并参加筹划委员会会议。

Article 7

With regard to applicable, customs, taxes and charges regime to this agreement is valid what stated in the SUMREC Memorandum of Understanding and the IMELS-Tongji University Agreement on Micro-CHP project.

As established by Chinese law, taxes shall be applied to the services performed by SAPIENZA in China, and will be included in the total cost of this agreement as reported in the Technical Annex.

In order to ease the tax certification procedure, SAPIENZA will produce a declaration of the amount of services performed in China.

The tax amount shall be certified by Tongji to SAPIENZA in respect to the Italian taxation system.

The Parties agree that equipment and goods transferred from Italy to China for the implementation of the Project activities shall be regarded as a contribution from the Italian Government, with no commercial value and free of charge for Chinese partners.

Equipments and goods are devoted to demonstration purposes only. All equipments and goods sent from Italy or Europe to China are purchased with grants provided by IMELS and will be exempted from customs, taxes and charges.

TONGJI shall take the responsibility for obtaining exemption from customs duties and other taxes which may be imposed on the equipment, goods and services related to this project.

Each Party shall cooperate to respect both Chinese and Italian taxation laws.

第七条

关于本协议适用的进口税、税款和其他收费在 SUMREC 备忘录和 IMELS-同济大学关于 Micro-CHP 协议中均已提及。

根据中国法律规定，SAPIENZA 方在中国提供的服务应缴税，该费用应包括在本协议技术附录里提及的总费用里面。

为减少税务证明步骤，SAPIENZA 方将出具在中国提供的服务总额声明。

根据意大利征税体系，税款总额应当由同济确认给 SAPIENZA。

所有从意大利或欧洲运往中国的设备和货物都应当是经过 IMELS 同意，没有进口税、税款和其他收费。

同济应当负责从海关取得与此项目相关的设备、货物和服务的免税。

同济应当负责按照中国法律执行和完成“免税程序”。

各方都应当合作，遵守相应的中国和意大利税法。

Article 8

Propriety, achievements, devices, patents, business results that will be realized during the project, will be propriety of the relevant Party, as reported in the Technical Annex of the IMELS-Tongji University Agreement on Micro-CHP project.

第八条

本项目将会用到的财产，成果，设备，专利，经营成果应当是相关方自己的财产，这一点在 IMELS-同济大学关于 Micro-CHP 协议的技术附录中已说明。

Article 9

Future partners could be involved if the Parties agree.

第九条

如果双方同意，今后在项目执行过程中还可以引入其他合作方。

Article 10

For the purposes and for all the effects of this agreement, SAPIENZA elects its business premises in Piazzale Aldo Moro 5, 00185 Rome - Italy, and Tongji elects its domicile in its registered office in Shanghai.

第十条

为有效执行此协议，SAPIENZA 选择-Piazzale Aldo Moro 5, 00185 Rome Italy（意大利）为其办公场所，同济选择其注册办公地址为办公场所。

Article 11

This agreement is governed by Chinese law.

Signed for acknowledgement and acceptance in two copies in English on / / .

第十一条

此协议受中国法律约束。

双方签署两份英文的协议，表示已知晓和接受此协议。 / / .

For Sapienza University of Rome
Chancellor
Prof. Luigi Frati

罗马 Sapienza 大学
主席

Signature:

For the Tongji University of Shanghai
Dean of School of Automotive Studies
Prof. Yu Zhuoping

同济大学汽车学院院长

余卓平教授

Signature: