Agreement Template with Private Organisations

Agreement

between

Sapienza University with offices in Rome (P.le Aldo Moro 5, C.F. 80209930587), represented by the pro tempore Rector, with legal residence, for the ends of this agreement, at Sapienza University of Rome (hereafter “University”)

and

[Company name, tax code, legal representative for the agreement, legal residence]

The University and [Company] are hereafter indicated as the “Parties” or individually as “Party” for sake of brevity.

The parties agree on the following.

Premises:

a) The University is interested in [university interest in relation to specific object of the agreement, the reasons that drove it to undertake a relation with the partner and those that motivated the specific choice of partner for this agreement].
b) [Company] operates as [indicate company activity]
c) [Company] is interested in [indicate partner’s motivations and interests to collaborate with the University.]
d) The Parties expect this agreement to [indicate what the Parties expect to gain from this agreement, or the objectives pursued by the agreement].

Article 1

Object

1.1 The present agreement regulates collaboration between the Parties for the following activities of common interest:

(i) [indicate activities and research objectives]

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(ii) [...]  

1.2 As part of that defined in Point § 1.1,

(i) The University agrees to [describe commitments, even with mention of other specific clauses that indicate the necessary information];
(ii) [The Company] agrees to [as above]

If the agreement includes traineeships, they will be activated following appropriate agreements in conformity with University regulations on traineeships (curricular, educational, orientation).

Article 2

Coordinator

2.1 Each Party will indicate an Agreement Coordinator, who will represent the Part that appointed him/her for all executive activities concerning the Agreement, as well as reporting and monitoring advancement of agreement activities.

2.2 The University Coordinator is Prof. [...], e-mail [...].

2.3 The [Company] Coordinator is [...], e-mail [...].

Article 3

Management Committee (if required)

3.1 To complete monitoring activities as described at Article 4, a Management Committee will be appointed with the Coordinators from each Party, as well as [...] for the University and [...] for the [Company].

3.2 Each Party is free to change its members on the Management Committee, but not the Coordinator, communicating this in writing to the other Party.

3.3 The President of the Management Committee will be agreed upon by the Parties.

3.4 The Management Committee will meet every six months, or at least once a year to define a plan of common activities and evaluate results.

Article 4

Monitoring and Renewal

4.1 In order to report on the state of advancement of research activities and intermediate and final results, as established in Article 2, the Coordinator will transmit an annual report to the legal representatives of their organisations.

4.2 Each Party’s Coordinator will transmit, at least three months prior to the conclusion of this agreement, a detailed final report on the activities conducted that will be presented to the Decisional Organs for evaluation of agreement renewal.
Article 5
Length and Withdrawal

5.1 The present Agreement is valid for [...] years from its date of signature and may be renewed for [...] years via a written agreement between the Parties.

[In any case, each Party will be free to withdraw from the agreement at any time by sending a Registered Letter or Certified E-mail to the other Party with at least 3 months of notice and the understanding that all the commitments indicated by this agreement or other acts must be completed.]

Article 6
Access to Facilities and Use of Equipment

6.1 In order to achieve the objectives indicated by this agreement, the University and [Company] agree to allow, in line with the expected objectives and existing regulations, individuals involved in collaborative activities to access facilities and use equipment as necessary to carry out the didactic and research activities, following written authorization from the other Party. Authorisation for access does not imply the exclusive use of facilities or structures, unless a separate agreement is drawn as indicated at Point 6.4.

6.2 Each Party will provide insurance coverage as required by Law to its personnel, who, in view of this Agreement, will attend the facilities involved in the activities. Each Party guarantees that its personnel will respect discipline and security regulations at facilities involved in the collaboration of activities for this Agreement, also reciprocally respecting worker security legislation as per D. Lgs. N. 81/2008 and subsequent modifications and integrations, observing, in particular, the regulations for prevention and protection.

6.3 The personnel of both Parties, including any appointed external collaborators, is responsible for acquiring all information concerning security, prevention, protection and health in relevant facilities before accessing the areas.

6.4 The activities implemented as part of the collaboration may require, following authorisation by the University Board of Administration, facilities or labs to conduct research. In this case, specific agreements must be drawn up to identify the facilities and establish all details concerning use, terms and conditions, as well as eventual compensation for management costs in conformity with host regulations.

Article 7
Intellectual Property and Publications

7.1 Intellectual property concerning cognition, inventions, prototypes software, methods, procedures databases and all other knowledge resulting from collaboration between the Parties will be considered common property and must be deposited jointly.
[The University, in respect of current legislation on industrial property and internal regulations, in order to allow the industrial and commercial exploitation and use of the results of this collaboration, agrees coherently with the defined objectives to retransfer its ownership rights to the Company, as established by the individual operational agreements included in this Agreement.]

7.2 [Moreover, in respect of current legislation, each time that research contracts are signed for activities commissioned by the Company that lead to patentable results, the property will be that of the client, as long as expressly requested or instrumental to the specific result.] Nonetheless, the right of the author and/or inventor to be recognized is unaltered.

7.3 The University will be able to freely use, exclusively for internal purposes, the results mentioned above.

7.4 Moreover, the University will also be allowed to use the results for scientific publications and exhibitions, as well as at congresses, conferences, seminars and similar events, following written authorisation by the Company, given the protection and exploitation of intellectual property of the industrial property and on the industrial development of these results to safeguard patent secrecy regulations.

Article 8
Use of Registered Names and Logos

8.1 The logos of each Party may be used for common activities regulated by this Agreement. The Agreement does not imply use of the name and/or concession and/or use of the visual identity of the University or [Company] for commercial and/or advertising purposes. Any extraordinary use that is not related to institutional actions must be regulated by specific agreements and costs, approved by the relevant organs and compatible with the honourable image of the University.

Article 9
Confidentiality

9.1 In addition to what has been established by Points 7 and 8 in terms of intellectual property, the Parties agree to recognise the reserved nature of all information that has previously been declared confidential and exchanged in execution of this Agreement. Consequently, they agree to:

- not to partially or wholly disclose to third parties, directly or indirectly and in any form, any confidential information received from the other Party;

- not to partially or wholly use, directly or indirectly, any confidential information received from the other Party for any objective other than what is established in this Agreement.

9.2 The Parties commit to point out all information that should be considered confidential and that requires written consent to be divulged. Confidential information will be communicated solely to those whom require it for the objectives of this collaboration and who have already agreed to the confidential nature of said information as per this Agreement.
9.3 The Parties reciprocally accept that in no case can information be considered confidential if proof can be provided that, at the time of communication, said information was generally known and easily accessible to experts and sector operators, or became so subsequently by choice of the owner, without the party who learned about said knowledge having violated this Agreement.

9.4 This arrangement, as well as the present Agreement, must not provide obstacles or hindrances to the University’s obligation as a public administration, to be transparent and accessible as established by Law.

**Article 10
Data Treatment**

10.1 Regarding the treatment of personal data object of this Agreement, the University and [Company] agree to respect the norms established by EU Regulation 2016/679 and current national legislation, committing to collaborate to respect all requirements related to the signature of this Agreement.

**Article 11
Comunications**

11.1 All communications or notification requested or allowed by the arrangements listed herein shall take place in writing and transmitted through means that provides proof of reception at the following addresses:

1. University: .................
2. [Company]: ............

Or to the address or addressee that each Party may subsequently communicate to each other as prescribed above.

**Article 12
Ethical Code**

*(not mandatory, may be extended if necessary)*

12.1 The University and [Company] declare to have read, for the purposes of this Agreement, their respective Ethics Code and Code of Conduct, as published in.........., whose ethical and behavioural requirements will be respected during the execution of this Agreement.

**Article 13
Controversies**
13.1 The Parties agree to amicably define any issue that may arise due to the interpretation or execution of this Agreement.

13.2 If it is not possible to reach an amicable settlement, the Tribunal of Rome will be competent, exclusively, to judge on any controversy regarding the validity, interpretation and execution of this Agreement.

Article 14

Registration and Expenses

14.1 The present agreement, signed digitally, will only be subject to registration in case it falls under the cases indicated in Articles 4, 5, 6 and 39 of D.P.R. 26.4.1986, N. 131. All costs for registration will fall on the requesting Party.

14.2 The tax stamp will be paid by ..........................................

Article 15

Final Arrangements

15.1 The present Agreement may be amended, modified, substituted, renewed or extended only through a written document signed by both Parties.

Read and signed in Rome on [...].

Sapienza University of Rome

Company