**GENERAL TEMPLATE FOR UNIVERSITY/DEPARTMENT AGREEMENTS WITH**

**PUBLIC AND PRIVATE ENTITIES**

**BETWEEN**

**UNIVERSITY OF FERRARA** (hereinafter “University”), Tax Identification Code 80007370382, VAT reg. no. 00434690384, having its registered office in Ferrara, postcode 44121, Via Ariosto 35, certified e-mail: ateneo@pec.unife.it, represented by the Rector *pro tempore*, Professor Laura Ramaciotti, authorised to sign this agreement by virtue of a resolution adopted by the Board of Directors on ……, after acquiring the favourable opinion of the Academic Senate

***OPPURE***

**UNIVERSITY OF FERRARA - DEPARTMENT OF …………………** (hereinafter “Department”), Tax Identification Code 80007370382, VAT reg. no. ……………, having its registered office in Ferrara, postcode ……, Via …………, certified e-mail: ……@pec.unife.it, represented by the Director *pro tempore*, Professor ……………………………., authorised to sign this agreement by virtue of a resolution adopted by the Department Council in its meeting of ….

*[È PREFERIBILE INSERIRE NEL TESTO DELLA CONVENZIONE L’INDICAZIONE DELLE DELIBERE CHE HANNO AUTORIZZATO LA SOTTOSCRIZIONE DELL’ATTO, AI FINI DELLA LEGITTIMAZIONE DELL’ESERCIZIO DEI POTERI DA PARTE DELL’ORGANO CHE OPERERÀ IN NOME E PER CONTO DELL'ATENEO. PER MOTIVI DI PROTEZIONE DEI DATI, NON INDICARE LUOGO E DATA DI NASCITA, CODICE FISCALE O ALTRI ULTERIORI DATI DELLE PERSONE FISICHE CHE SOTTOSCRIVONO L’ATTO]*

**AND**

***[NAME OF COUNTERPARTY]***, (hereinafter… *[abbreviated name]*)*,* Tax Identification Code …, VAT reg. no. …, having its registered office in *[town/city and postcode]* …, Via …, certified e-mail: …, represented by the *[position and name]* …, authorised to sign this agreement by virtue of a resolution adopted by …. *[specify the deciding body]* on …

*[INDICARE TUTTI I DATI RILEVANTI PER L’IDENTIFICAZIONE DELL’ALTRO O DEGLI ALTRI ENTI, QUALI: DENOMINAZIONE, RAGIONE SOCIALE, CODICE FISCALE E/O PARTITA IVA, SEDE E INDIRIZZO COMPLETO DI PEC. ANCHE PER LA CONTROPARTE È NECESSARIO INDICARE ORGANO ED ESTREMI DELL’ATTO DECISORIO DEL MEDESIMO, CHE AUTORIZZANO IL/LA LEGALE RAPPRESENTANTE ALLA FIRMA DELLO SPECIFICO ATTO]*

hereinafter referred to jointly as the “Parties” or individually as the “Party”

#### HAVING REGARD TO

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
3. Article 8, paragraph 3 of the Statute of the University of Ferrara, whereby the University, for the purpose of pursuing its institutional goals, may establish relationships with Italian public and private entities through contracts and agreements for every form of educational and scientific cooperation and in any case for the conduct of activities of common interest;
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

*[INDICARE I PRESUPPOSTI DI DIRITTO, RICHIAMATI IN ORDINE CRONOLOGICO E NEL RISPETTO DELL’ORDINE DELLE FONTI NORMATIVE: FARE RIFERIMENTO ALLA NORMATIVA COMUNITARIA, NAZIONALE, REGOLAMENTARE ED INTERNA]*

#### WHEREAS

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

…………………………….

*[INDICAZIONE DEI PRESUPPOSTI DI FATTO – INTESI COME ELEMENTI E DATI FATTUALI ACQUISITI DURANTE L’ISTRUTTORIA, ESPOSTI IN ORDINE LOGICO E CRONOLOGICO - DELLE CONSIDERAZIONI DI OPPORTUNITÀ PER L’ATENEO E DELLE MOTIVAZIONI CHE HANNO PORTATO ALLA DETERMINAZIONE A STIPULARE LA CONVENZIONE. VANNO CITATE QUI ANCHE EVENTUALI SOTTOSCRIZIONI E/O RINNOVI PRECEDENTI DELL’ATTO, CHE PERMETTANO DI RICOSTRUIRNE LA STORIA. NEL CASO LA CONTROPARTE SIA UN ENTE PRIVATO, È OPPORTUNO SPECIFICARE IN PREMESSA GLI AMBITI DI INTERESSE CHE L’ACCOMUNANO ALL’UNIVERSITÀ]*

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING,**

**IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS:[[1]](#footnote-1)**

#### Article 1 – Recitals

The recitals of the present agreement constitute an integral and substantial part hereof.

**Article 2 – Subject matter**

*[L’OGGETTO È COSTITUITO DALLA DESCRIZIONE DELL’ATTIVITÀ COMUNE CHE LE PARTI SI PREFIGGONO DI SVOLGERE, DEVE ESSERE DESCRITTO IN MANIERA ESAUSTIVA, CHIARA E NON GENERICA, DEVE CHIARIRE LA NATURA, GLI OBIETTIVI E I PROGRAMMI OGGETTO DELL’ATTO E DEVE ESSERE INOLTRE COERENTE CON LE MOTIVAZIONI PER LE QUALI VIENE STIPULATA LA CONVENZIONE]*

**Article … – Obligations/commitments of the Parties**

*[ELENCARE QUI GLI IMPEGNI CHE CIASCUNA PARTE SI ASSUME, INTESI COME CONTRIBUTO SOGGETTIVO CONCRETO AL RAPPORTO OBBLIGATORIO, ANCHE IN TERMINI DI PERSONALE, MEZZI, RISORSE E STRUTTURE COINVOLTE: SI CONSIGLIA DI FARE ELENCHI SEPARATI DEGLI OBBLIGHI DI CIASCUNO, IL PIÙ POSSIBILE DETTAGLIATI O, ANCORA MEGLIO, DI DEDICARE ARTICOLI SEPARATI AGLI OBBLIGHI DI CIASCUNA PARTE. GLI OBBLIGHI FINANZIARI DELLE PARTI POTRANNO ESSERE ELENCATI INSIEME AGLI ALTRI OBBLIGHI IN QUESTO MEDESIMO ARTICOLO O IN ARTICOLO SEPARATO, COME NELL’ESEMPIO SEGUENTE.*

*IN OGNI CASO LA DESCRIZIONE DEGLI IMPEGNI FINANZIARI DOVRÀ AVERE LE CARATTERISTICHE SOTTO INDICATE.*

*SE L’APPORTO DELLE PARTI È IDENTICO, OVVIAMENTE NON OCCORRONO ELENCHI SEPARATI DEGLI IMPEGNI DI CIASCUNO, MA SARÀ SUFFICIENTE UN’UNICA ELENCAZIONE DEGLI STESSI O, ADDIRITTURA, LA DESCRIZIONE DETTAGLIATA DELL’ATTIVITÀ COMUNE NELL’ARTICOLO “OGGETTO”]*

**Article … – Costs**

*[CASO 1: QUANDO LA* **CONVENZIONE NON HA COSTI** *IN CAPO ALLE PARTI, È COMUNQUE OPPORTUNO CODIFICARLO ESPLICITAMENTE]*

The present agreement shall not entail any costs for the Parties.

*[CASO 2:* **ENTRAMBE LE PARTI SOSTENGONO DEI COSTI***. IN TUTTI I CASI IN CUI LA CONVENZIONE PRESENTI OBBLIGHI FINANZIARI - A CARICO DI UNA O DI ENTRAMBE LE PARTI - L’ATTO DOVRÀ CONTENERNE LA PUNTUALE DESCRIZIONE E RIPORTARE NEL DETTAGLIO GLI IMPORTI, LE CAUSALI E LE SCADENZE DI OGNI SINGOLO PAGAMENTO]*

For the purposes of the present agreement, the parties shall moreover bear the following costs:

1. **COSTS TO BE BORNE BY THE COUNTERPARTY**

The agreed amount shall be paid by *[counterparty]* exclusively using the technological platform identified in Art. 5, para. 2, of Legislative Decree 82/2005, called “PagoPA”.

*[opzione 1a]* per pagamento spontaneo su modello generico

The payment(s) shall be made by connecting to the UniFe Payment Portal, at the address https://unife.pagoatenei.cineca.it/portalepagamenti.server.frontend/#/pagamentospontaneo

*[opzione 1b) (in alternativa all’opzione 1a) per pagamento spontaneo su modello pre-compilato (modello da predisporre in collaborazione con l’Ufficio tesoreria e fabbisogno che fornirà anche il link al modello]*

The payment(s) shall be made by connecting to the UniFe Payment Portal, at the address …

*[opzione 2]* per pagamento con “avviso di pagamento”

The payment(s) shall be made by means of a payment notification sent by the University to one of the following addresses:

mailing address …………….., e-mail ………………….., certified e-mail …………..[*deve essere*

*obbligatoriamente indicato almeno l’indirizzo postale o la PEC]-*

**The [*Company/Organisation/Entity [counterparty]:* agrees to send notice of any changes in the above addresses** by certified e-mail to the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_or by registered letter with acknowledgement of receipt to the address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NB PER AGEVOLARE LA CONTROPARTE, ASSIEME AL CONTRATTO DA FIRMARE SI CONSIGLIA DI INVIARE IL MANUALE PAGAMENTI PAGO\_PA DI UNIFE PER UTENTI ESTERNI. IL PAGAMENTO MEDIANTE BONIFICO È AMMESSO SOLO IN CASO DI OGGETTIVA IMPOSSIBILITà DELLA CONTROPARTE – SI VEDANO GLI IBAN NELLA SEZIONE AMMINISTRAZIONE TRASPARENTE – PAGAMENTI DELL’AMMINISTRAZIONE – IBAN E PAGAMENTI INFORMATICI]

**A1 COSTS TO BE BORNE BY THE COUNTERPARTY WITH PAYMENT BY INSTALMENTS** [*DOVRÀ CONTENERE ANCHE LA CALENDARIZZAZIONE DELLE RATE E L’IMPEGNO DELLA CONTROPARTE A:*

1. *GARANTIRE IL PAGAMENTO TRAMITE L’ACCENSIONE DI APPOSITA FIDEIUSSIONE BANCARIA O ASSICURATIVA;*
2. *FORNIRE ALL’ATENEO, PRIMA CHE LO STESSO SI IMPEGNI SOTTOSCRIVENDO LA CONVENZIONE, ATTESTAZIONE (RILASCIATA DALLA BANCA O DALLA COMPAGNIA DI ASSICURAZIONE) DELLA GARANZIA]*

[*Counterparty]* agrees to pay the University the amount specified in *… [number] [words]*, instalments, broken down as follows:

instalment 1: € …. *[number]* (…. euro *[words]*), by …...*[due date]*;

instalment 2: € …. *[number]* (…. euro *[words]*), by …...*[due date]*;

instalment 3: ………………………….

The financial commitment undertaken by *[counterparty]* shall be secured by lodging a specific insurance surety bond/bank guarantee for an amount equal to the overall commitment undertaken, to be filed with the University at the time of signing the present agreement.

The guarantee shall provide for:

- waiver of the right to enforce precautionary payment by the principal debtor;

- waiver of the exception as per Art. 1957, para. 2, of the Civil Code;

- it to be enforceable within 15 days upon a simple written request sent by registered letter with acknowledgement of receipt or certified e-mail, without any reservations or exceptions, also in the event of opposition of *[counterparty]* or the successors thereof.

Upon receipt of every individual payment, [INDICARE OPZIONE 1A, 1B O 2] the University shall allow a proportional reduction in the total amount of the guarantee.

1. **COSTS TO BE BORNE BY UNIFE**

The amount to be paid by the University of Ferrara shall be transferred to [*Company/Organisation/Entity [counterparty]* ]*:* by crediting the amount to the current account … *[or:]* by bank transfer to …

*[PER QUESITI INERENTI COSTI, INCASSI, PAGAMENTI, GESTIONE AMMINISTRATIVO-CONTABILE E POLIZZE FIDEIUSSORIE, FARE RIFERIMENTO AI COMPETENTI UFFICI DELLA RIPARTIZIONE RAGIONERIA]*

**Article… – Administrative and accounting management** *(optional)*

*[NEL CASO IN CUI LA GESTIONE AMMINISTRATIVO-CONTABILE SIA PARTICOLARMENTE COMPLESSA, DETTAGLIARLA IN ARTICOLO DEDICATO. PER QUESITI INERENTI LA REDAZIONE DI QUESTO ARTICOLO, FARE RIFERIMENTO AI COMPETENTI UFFICI DELLA RIPARTIZIONE RAGIONERIA]*

**Article ... – Electronic invoicing** *(optional)*

*[Counterparty]* shall issue invoices in an electronic format *to the University/Department* (one for every instalment defined in article …) for an amount of……….

The unique office code to be used to send invoices is: ….

The amount of the invoices shall be paid by the *University/Department* to *[counterparty]* within the time limits provided for under current legislation. Payments shall be made by the *University/Department* by crediting the amount to the following bank account of *[counterparty]*, through issuance of a payment order:

*[PER LA REDAZIONE DELL’ARTICOLO RIVOLGERSI A UFFICIO PAGAMENTI E CERTIFICAZIONE CREDITI]*

**Article …– Contact persons**

*The University/Department* designates Professor … as the contact person for this agreement, e-mail address…

*[Counterparty]* designates … as the contact person for this agreement, e-mail address…;

they shall jointly draw up a final activity report with an assessment of the results achieved through the conclusion of implementing agreements and a planning report on future activity, to be submitted for review by the respective competent bodies in order to determine whether to extend or renew the agreement.

*[INDICAZIONE DEI SOGGETTI RESPONSABILI CHE CURERANNO I RAPPORTI TRA LE PARTI IN RELAZIONE ALLA CONVENZIONE]*

**Article … – Ownership and use of the study or research results** *(optional)*

Notwithstanding that each of the parties shall be the exclusive owner of the results achieved autonomously with their own means, even if in the context of research conducted in the framework of the collaboration to which this agreement relates, should the joint conduct of research lead to significant results susceptible of protection pursuant to industrial/intellectual property laws, the results shall fall under the regime of co-ownership according to the respective scientific and economic-financial contributions, without prejudice to the moral rights of whoever has conducted the research.

The parties recognise the mutual right to use the jointly achieved results for institutional and research purposes.

Terms for the management of co-ownership shall be established within the framework of subsequent agreements, in accordance with the provisions of the Italian Civil Code on joint property ownership.

Without prejudice to what may be defined in co-ownership agreements between the Parties, if it is judged convenient to appraise the value of and transfer the intellectual property, each party shall promptly inform the other so that they may agree upon the best terms of negotiation.

It remains understood that, if one party does not intend to ask for protection of the results on its own behalf, the other party may proceed autonomously to submit a patent/registration application, and claim for itself full rights for a possible industrial exploitation.

In every work or paper relating to the specific joint research and training activities, mention shall be made of the participation of the University and *[counterparty]* as sponsors of the activity conducted in partnership.

As regards results achieved jointly in full, effective partnership, consisting of homogeneous and objectively indistinguishable contributions of the parties, the parties agree that, in the event of publications, they shall make such publications jointly, and in such a case the publications shall bear the name of the authors and/or inventors.

However, in the case of autonomous and separable results and contributions of the parties, even where the activities may be organised jointly, each party may autonomously publish and/or disclose the results of their own studies, research and experimental trials, expressly acknowledging any contribution of the other party.

If such publications contain data and information disclosed by one party confidentially to the other, the party receiving the confidential information shall request the prior written authorisation of the other.

Should the results be susceptible of protection as industrial/intellectual property, any publications shall be delayed for the time necessary to register ownership thereof.

*OPPURE [PIÙ IN BREVE E CON RINVIO A SUCCESSIVI SPECIFICI ACCORDI]*

Notwithstanding that the parties shall have exclusive ownership of the results achieved autonomously and with their own means, if the carrying out of the activities to which the present agreement relates leads to joint results, ownership thereof shall be attributed to the parties in such a way as to reflect the scientific and economic-financial participation of each. In the event of results susceptible of protection, subsequent agreements shall establish the division of costs, the terms of the joint management and exploitation of any industrial and intellectual property rights, as well as the terms and conditions for legal defence of the acquired rights. The parties hereby agree that, should the results be susceptible of protection as industrial/intellectual property, any publications shall be delayed for the time necessary to file/register ownership thereof.

*[NEL CASO IN CUI L’OGGETTO E L’ATTIVITÀ DELLA CONVENZIONE INTERESSINO IL SETTORE DELLA RICERCA E III MISSIONE OCCORRE DISCIPLINARE LA TITOLARITÀ DEGLI EVENTUALI RISULTATI OTTENUTI. SPECIFICHE MODALITÀ DI GESTIONE E SFRUTTAMENTO DEI TITOLI DI PROPRIETÀ INDUSTRIALE/INTELLETTUALE SARANNO OGGETTO DI SUCCESSIVI ACCORDI, DA STIPULARSI NEL MOMENTO IN CUI SI RENDA NECESSARIO PROVVEDERE ALLA TUTELA DELLA PROPRIETÀ INDUSTRIALE E/O INTELLETTUALE.*

*N.B. IN MERITO ALLA REGOLAMENTAZIONE DELLA TITOLARITÀ DEI RISULTATI È OPPORTUNO RACCOGLIERE IL PARERE DELL’UFFICIO III MISSIONE E FUNDRAISING].*

**Article … – Confidentiality obligations**

# The parties recognise the secret character of any confidential information exchanged in the performance of this agreement and shall accordingly undertake:

1. not to disclose to third parties any confidential information passed on to them by the other party, either in whole or in part, directly or indirectly, in any form;
2. not to use any confidential information passed on to them by the other party, either in whole or in part, directly or indirectly, for purposes other than what is provided for under this agreement.

The parties shall, on each occasion, specify what information is to be considered confidential, and whose disclosure must be authorised in writing.

Confidential information shall be communicated solely to those who objectively need to acquire knowledge thereof for the purposes of the collaboration hereunder. In any case, confidential information may not be disclosed to third parties without the prior written consent of the party that revealed it.

The parties mutually acknowledge that in no case may information for which proof may be provided that, at the moment of its communication, it was generally known or easily accessible to expert persons and to those operating in the sector, or subsequently becomes so by choice of the person who owns it, be considered confidential information; hence, the party that comes to know of such information shall not be considered to have violated this agreement.

*[È OPPORTUNO RACCOGLIERE IL PARERE DELL’UFFICIO III MISSIONE E FUNDRAISING].*

**Article … – Processing of personal data**

The processing of personal data provided by data subjects in relation to the activities envisaged under this agreement shall take place in accordance with the provisions of Regulation EU 679/2016 of 27 April 2016 (General Data Protection Regulation, hereinafter GDPR).

The parties, also at the stage of implementation of this agreement, shall be obliged to put in place technical and organisational measures such as to ensure that the processing complies with the GDPR and to periodically review and update their data protection policies in accordance with Arts. 24 and 25; they shall also be subject to all obligations imposed on data controllers, in particular that of providing the data subjects with specific information as per Arts. 13 and 14. They shall also guarantee the exercise of rights by the data subject as per Articles 15 to 22 of the GDPR.

The data controller is ………………

*OPPURE*

The parties are jointly data controllers, pursuant to Art. 26 of the GDPR, and in order to determine their respective responsibilities they shall adopt an internal agreement, which shall be attached to the text of this agreement and form an integral and substantial part hereof.

*[NEL CASO SI ABBIA CONTITOLARITÀ AI SENSI DELL’ART. 26 DEL GDPR, L’ACCORDO INTERNO DOVRÀ INDICARE IN MODO TRASPARENTE LE RISPETTIVE RESPONSABILITÀ IN MERITO ALL’OSSERVANZA DEGLI OBBLIGHI DERIVANTI DAL GDPR. PER LA CORRETTA FORMULAZIONE DI DETTO ACCORDO, FARE RIFERIMENTO A RIPARTIZIONE SEMPLIFICAZIONE - UFFICIO PROTEZIONE DATI]*

The parties agree that the present article does not fully cover the obligations they bear in regard to privacy and they shall undertake, in coordination with the person in charge of the data collection facility – at the moment when the individual activities concretely resulting from this agreement are commenced, and where they entail the processing of personal data – to comply with the provisions of the GDPR regarding the rights of data subjects and the information to be provided to them pursuant to Arts. 13 and 14 (so-called “privacy information”).

*[PER GLI ASPETTI RELATIVI AL TRATTAMENTO DEI DATI PERSONALI, ASSUMERE PARERE UFFICIO PROTEZIONE DATI]*

**Article … – Safety**

For the purpose of implementing the provisions of the consolidated law on safety at work, as per Legislative Decree no. 81 of 9 April 2008 (implementing Article 1 of Law no. 123 of 3 August 2007 regarding workplace health and safety) and subsequent amendments and additions, it is hereby established that the employers of the parties shall coordinate their activities in respect of risk assessments, health surveillance, training for specific risks, the provision of PPE, prevention and protection measures to be adopted and every other aspect provided for under the consolidated law, in relation to all personnel involved.

*[AI SENSI DEL D.LGS. 81/2008 LE PARTI SI ASSUMONO GLI ONERI RELATIVI ALL’APPLICAZIONE DELLE NORME IN MATERIA DI SALUTE E SICUREZZA SUI LUOGHI DI LAVORO NEI CONFRONTI DEL PERSONALE OSPITATO. IL DATORE DI LAVORO DI CIASCUNA PARTE SI IMPEGNA A COMUNICARE ALL’ALTRA PARTE GLI ELENCHI DEI SOGGETTI CHE SVOLGONO ATTIVITÀ PER LE QUALI È PREVISTA LA SORVEGLIANZA SANITARIA. VALUTARE POI L’OPPORTUNITÀ DI CODIFICARE NELLA CONVENZIONE LA DEFINIZIONE DEI SOGGETTI AI QUALI ATTRIBUIRE LE POSIZIONI DI GARANZIA DI CUI ALL’ARTICOLO 2, COMMA 1, LETTERE B) DATORE DI LAVORO, D) DIRIGENTE ED E) PREPOSTO, DEL MEDESIMO D.LGS. 81/2008. NB RACCOGLIERE PARERE UFFICIO SICUREZZA]*

**Article … – Insurance coverage**

The parties mutually acknowledge that:

1. the University di Ferrara provides students authorised to engage in the educational activities with insurance coverage against any injuries they might incur while carrying out the activities, as well as civil liability insurance for any damage they might unintentionally cause to third parties (people and/or property) in the course of such activities;
2. university personnel authorised to engage in the activities specified in this agreement shall be covered by insurance against any injuries they might incur at any site where such activities take place, as required by law, as well as third-party civil liability insurance of the University di Ferrara (covering damage to people and/or property); should the University determine that the conduct of its own personnel gives rise to liability towards third parties due to gross negligence, it shall assess all actions to protect itself against the individual involved, and shall also avail itself of the right to exercise its right of recourse against that individual;
3. personnel employed by *[counterparty]* authorised to engage in the activities specified in this agreement shall be covered by insurance against any injuries they might incur at any site where such activities take place, as required by law, as well as third-party civil liability insurance of *[counterparty]* (covering damage to people and/or property);
4. each of the parties shall, within the scope of its responsibility, supplement the insurance coverage as per the preceding paragraphs with any further coverage that might be necessary in relation to particular needs arising from the specific activities carried out on each occasion, subject to a verification of financial sustainability.

*[TUTTE LE PARTI DEVONO DICHIARARE CHE IL PROPRIO PERSONALE IMPIEGATO PRESSO LA STRUTTURA TERZA È IN REGOLA CON LE COPERTURE ASSICURATIVE PREVISTE DALLA NORMATIVA VIGENTE E DEVONO IMPEGNARSI AD INTEGRARE LE SUDDETTE COPERTURE NELL’IPOTESI IN CUI LE SPECIFICHE ATTIVITÀ DOVESSERO RICHIEDERLE. PER GLI ASPETTI ASSICURATIVI, ASSUMERE PARERE UFFICIO GARE, SERVIZI E FORNITURE]*

**Article … – Use of the distinctive marks of the parties** *(optional)*

The collaboration under this agreement shall not give either of the parties any right to use the name, trademark or other distinctive marks of the other party.

Any use shall be allowed, subject to prior agreement, exclusively for the specific purposes hereof and consistently with the timeframe of the activities.

*[PER GLI ASPETTI INERENTI L’IDENTITÀ VISIVA DELL’ATENEO, FARE RIFERIMENTO A QUANTO INDICATO DALL’UFFICIO STAMPA COMUNICAZIONE ISTITUZIONALE E DIGITALE]*

**Article … (Technological and research equipment)** *(optional)*

The parties agree upon the mutual use of their respective research, experimentation and measurement tools, also with the support of technical personnel responsible for the latter, as well as any research and training programmes conducted separately.

*[IN ASSENZA DI ACCORDO SULLA GRATUITÀ DELL’USO, SARÀ NECESSARIO DISCIPLINARE ESPLICITAMENTE LE MODALITÀ DI UTILIZZO DELLE RISORSE, SE NECESSARIO ANCHE CON UN SUCCESSIVO ACCORDO ATTUATIVO]*

The personnel of each party hereto shall not use the equipment belonging to the other party without prior authorisation of the persons in charge thereof.

**Article … - Non-competition clause** *(optional)*

The activities carried out in performance of this agreement must not in any way represent activities in competition with those of the University involved. The University’s contact person for the agreement, as per Article … (Contact persons), shall report any actual or potential situations of conflict of interest without delay.

*[CLAUSOLA OPPORTUNA QUANDO IL SETTORE DI ATTIVITÀ DELLA CONTROPARTE OGGETTIVAMENTE RILEVI CON RIGUARDO ALLA POSSIBILITÀ CHE SI CREI UN CONFLITTO DI INTERESSE CON LE ATTIVITÀ DELL’ATENEO]*

**Article … – Exclusion of purchase obligation** *(optional)*

The parties mutually acknowledge that the University of Ferrara shall not in any way be bound by this agreement to purchase goods and/or services supplied by *[counterparty]*, as the agreement gives rise solely to the obligations arising from the activities as per article … (Subject matter) and solely for the period of validity and effectiveness hereof.

*[CLAUSOLA OPPORTUNA QUANDO LA CONTROPARTE SIA UNA SOCIETÀ PRIVATA CHE PRODUCA BENI/SERVIZI]*

**Article … – Term of the agreement and extension and renewal procedures**

This agreement shall have a term of … years, commencing on the date of execution hereof, with the option of:

* extending it for further periods of equal duration on the basis of a written agreement (exchange of letters) that shall accompany the previously signed, unamended, original text of the agreement, approved by the respective competent bodies after the same deciding bodies have positively assessed the final activity report, with an evaluation of the results achieved, and a planning report on future activity has been drawn up, as per the previous article …(Contact persons).

Failure to send written notice of acceptance of the extension within 60 days of the expiry of the original agreement shall constitute just cause for the counterparty’s withdrawal;

* renewing it for further periods of equal duration by signing a new corrected and amended version of the original agreement, approved by the respective competent bodies after the same deciding bodies positively assessed the final activity report, with an evaluation of the results achieved, and a planning report on future activity has been drawn up, as per the previous article …(Contact persons).

*[L’AMMINISTRAZIONE NON PUÒ VINCOLARSI A TEMPO INDETERMINATO NEI CONFRONTI DEL SOGGETTO TERZO ED È QUINDI NECESSARIO INDIVIDUARE NON SOLO LA DECORRENZA DEGLI EFFETTI DELLA CONVENZIONE MA ANCHE IL TERMINE DI ESAURIMENTO DEL RAPPORTO OBBLIGATORIO DERIVANTE DALLA MEDESIMA: LA DURATA DELL’ATTO DEVE ESSERE CERTA.*

*IN CONSIDERAZIONE DEL FATTO CHE LA PROGRAMMAZIONE DELL’ATENEO È TRIENNALE È OPPORTUNO, SOPRATTUTTO PER LE CONVENZIONI CHE PREVEDANO COSTI IN CAPO ALLO STESSO, AGGANCIARE LA DURATA DELL’ATTO A QUELLA DELLA PROGRAMMAZIONE DI BILANCIO.*

*È INOLTRE OPPORTUNO PREVEDERE CHE ALLA SCADENZA DELLA CONVENZIONE I/LE REFERENTI DELLE PARTI CONGIUNTAMENTE REDIGANO UNA RELAZIONE VALUTATIVA SULL’ATTIVITÀ SVOLTA E SUI RISULTATI RAGGIUNTI E, IN CASO DI PROROGA O RINNOVO, ANCHE UN PROGRAMMA SUI FUTURI OBIETTIVI DA CONSEGUIRE, CHE ANDRÀ SOTTOPOSTO ALLA VALUTAZIONE DEGLI ORGANI.*

*NEL CASO IN CUI IL PRESENTE MODELLO SIA USATO PER LA REDAZIONE DI CONVENZIONI ATTUATIVE DISCENDENTI DA PROTOCOLLI D’INTESA O ACCORDI QUADRO, OCCORRE VERIFICARE ANCHE LA DURATA DEGLI STESSI, PONENDO OPPORTUNAMENTE IN RELAZIONE LA DURATA DEI DUE ATTI E DEGLI EFFETTI DAGLI STESSI DISCENDENTI]*

**Article … – Withdrawal or dissolution**

The parties shall have the right to unilaterally withdraw from this agreement or to dissolve it by mutual consent; the right of withdrawal shall be exercised by means of a written notice to be delivered by certified e-mail.

The withdrawal shall have effect after three months have elapsed since notice thereof was given.

Unilateral withdrawal or dissolution shall have effect for the future and shall not affect the part of the agreement already fulfilled.

The parties hereby agree that, in the event of unilateral withdrawal or dissolution, they shall bring the activities underway to completion.

*[È OPPORTUNO PREVEDERE IL DIRITTO DELLE PARTI DI RECEDERE UNILATERALMENTE DALLA CONVENZIONE OPPURE DI SCIOGLIERLA CONSENSUALMENTE.*

*NB: NEL CASO IL PRESENTE MODELLO VENGA USATO PER LA REDAZIONE DI CONVENZIONI ATTUATIVE DISCENDENTI DA PROTOCOLLI D’INTESA O ACCORDI QUADRO, OCCORRE VERIFICARIE ANCHE LA PRESENZA IN TALI ATTI DI UNA CLAUSOLA RELATIVA ALLA LIMITAZIONE DELL’INCIDENZA DI RECESSO E RISOLUZIONE SULL’EFFICACIA DELLE CONVENZIONI ATTUATIVE, PER LE QUALI SI DOVRÀ COMUNQUE PREVEDERE L’OBBLIGO CHE SIANO PORTATE A COMPIMENTO, FATTO SALVO IL DIRITTO DI RECEDERE ANCHE DAI SINGOLI ATTI ATTUATIVI]*

**Article … – Disputes**

The parties agree to amicably settle any dispute that should arise in relation to the interpretation and application of this agreement.

The parties agree that, should an amicable settlement not be reached, any dispute regarding rights and obligations and the interpretation and application of the agreement itself shall be submitted to the jurisdiction of the judicial authority and that the Court of Ferrara shall be exclusively competent.

*OPPURE:*

The parties agree that, should an amicable settlement not be reached, any dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The arbitral proceedings shall be conducted in English. The number of arbitrators shall be ...  The seat of the arbitration shall be ...  – Switzerland

*[PER TUTTE LE EVENTUALI CONTROVERSIE CHE DOVESSERO INSORGERE NELL’AMBITO DELL’ESECUZIONE DEL RAPPORTO CONVENZIONALE LE PARTI POSSONO DETERMINARE LIBERAMENTE IL FORO DI COMPETENZA, TUTTAVIA PER RAGIONI DI ECONOMICITÀ È OPPORTUNO VENGA SCELTO QUELLO DI FERRARA. È FORTEMENTE SCONSIGLIATA LA DEVOLUZIONE DELLA CONTROVERSIA ALL’ARBITRATO, SEMPRE PER RAGIONI DI ECONOMICITÀ. NELL’EVENTUALITÀ IN CUI VENGA SCELTA TALE OPZIONE, CONSULTARE L’UFFICIO CONTENZIOSO]*

**Article … – Bilingual text** *(optional)*

The text of the agreement shall be drawn up in two versions, one in … *[e.g.: English]* and the other in Italian, both having the same legal validity.

*OPPURE:*

The text of the agreement shall be drawn up in two versions, one in … *[e.g.: English]* and the other in Italian; in the event of a dispute, the text in … shall prevail.

*[NEL CASO IN CUI IL TESTO NON SIA NATIVO BILINGUE E NASCA LA NECESSITÀ SUCCESSIVA DI TRADURLO IN UNA LINGUA DIVERSA DA QUELLA ORIGINARIA DELL’ATTO, OCCORRERÀ PROVVEDERE ALL’ASSEVERAZIONE DELLA TRADUZIONE]*

**Article …. – Signing**

*[CASO 1: ATTO CARTACEO SOTTOSCRITTO IN FORMA AUTOGRAFA - OGNI PARTE SOTTOSCRITTRICE DEVE AVERE UN ORIGINALE DELL'ATTO, CON LE FIRME IN ORIGINALE DI TUTTE LE PARTI]*

This agreement shall be signed in its original paper form and drawn up in … original copies.

*[CASO 2: ATTO SOTTOSCRITTO DIGITALMENTE – UNICO ORIGINALE - OBBLIGATORIO A PENA DI NULLITÀ PER ATTI SOTTOSCRITTI TRA PPAA],*

This agreement shall be signed electronically with a digital signature.

**Read, confirmed and signed.**

*SE FIRMA AUTOGRAFA*

**place, date** *… [SI ASSUME COME DATA DI SOTTOSCRIZIONE QUELLA RELATIVA ALLA FORMALIZZAZIONE DELL’ATTO, OVVERO QUELLA DELL’ULTIMA FIRMA]*

UNIVERSITY OF FERRARA COUNTERPARTY, name

THE RECTOR POSITION of the person signing

Professor Laura Ramaciotti TITLE/NAME of the person signing

*OPPURE*

UNIVERSITY OF FERRARA

DEPARTMENT OF …………

THE DIRECTOR POSITION of the person signing

Professor TITLE/NAME of the person signing

*SE FIRMA DIGITALE*

UNIVERSITY OF FERRARA COUNTERPARTY, name

THE RECTOR POSITION of the person signing

Professor TITLE/NAME of the person signing

signed digitally signed digitally

*OPPURE*

UNIVERSITY OF FERRARA

DEPARTMENT OF …………

THE DIRECTOR POSITION of the person signing

Professor TITLE/NAME of the person signing

signed digitally signed digitally

1. Si raccomanda di dare un titolo a ogni articolo, di numerare i paragrafi (“commi”) e di redigerli in modo che ciascuno sia costituito da un solo periodo. [↑](#footnote-ref-1)