



MODEL CONTRACT FOR CONSULTANCY ACTIVITIES
(comments, explanatory notes and references are indicated in italics)

This contract is made and entered into by and between

The Company (institution, association, authority) with its head office located at, VAT n., represented by (the "Contractor")

and

Università degli Studi di Verona, fiscal code n. 93009870234. VAT n. 01541040232, represented by the Department Director, Prof., operating under this contract through its Department/Centre, with its head office located at ... (hereinafter referred to as " University - Department/Centre")

(University - Department/Centre and Contractor hereinafter also referred to as "Party" and, jointly, "Parties")

WHEREAS

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NOW, THEREFORE, in consideration of the mutual undertakings herein contained and of the University of Verona Rectoral Decrees n. 924 del 31/05/2017 and n. 954 del 31/05/2017, the parties hereto agree as follows:

Article 1 – Subject matter of the contract

The Contractor entrusts the University - Department/Centre, that hereof accepts, with the performance of a consultancy concerning *(a detailed description of the nature and object of the service must be given and may be enclosed in a technical Annex, with the indication of the time commitment)*

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Article 2 – Scientific Supervisor

The University - Department/Centre designates Prof./Dr. as the Scientific Supervisor in charge of the consultancy *(more people may be designated if needed)*.

(If relevant) The Contractor appoints Mr./Dr. as its own Representative for all matters and activities concerning the execution of the consultancy.

The substitution of the Scientific Supervisor of the consultancy on the side of the University - Department/Centre is subject to the Contractor's approval. In case the Contractor should replace the

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person in charge of the project on their behalf, the University - Department/Centre shall be notified with a written communication.

Article 3 – Time and duration of the consultancy

This contract shall enter into force upon signature by the University - Department/Centre and the Contractor and shall terminate on

At the end of activities, the University shall deliver a final report to the Contractor.

Article 4 – Compensation

The Contractor shall pay University - Department/Centre the amount of € as a compensation for the execution of the activities regulated under this contract.

Article 5 – Payments

The Contractor shall pay the amount indicated in Article 4 as follows (*the Department / Centre will decide on the conditions of payment on the basis of specific needs related to the execution of the consultancy*):

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Article 6 – Confidentiality

(Even consultancy contracts may include provisions relating to confidentiality during the execution of activities; the confidentiality clause must have limited duration, normally corresponding to the duration of the contract; any possible extension requested by Contractor shall not exceed five years from the expiration date of the contract. A possible confidentiality regulation is provided hereinafter)

During the performance of research activities the University - Department/Centre, in the person of the Scientific Supervisor, is bound to keep information confidential and not to disclose any of the facts, background and foreground information relevant to this Agreement, that are known or that have been communicated by the Contractor, to any third party which is not involved in the research activity under this Agreement.

Similarly, the Contractor is bound to keep information confidential and not to disclose to any third party which is not involved in the research activity, any of the facts, background and foreground information relevant to this Agreement that are known or that have been communicated to it by the Scientific Supervisor or any of his/her collaborators under this Agreement and that are not the subject of this Agreement.

Article 7 - Access rights for use

The Contractor may freely use reports or results from the research activities described in this Agreement. However, the Contractor has no right to use the name and logo of University - Department/Centre for publicity purposes except otherwise provided in a specific written agreement. In accordance with Article 9, the Contractor may not disclose any such reports or results until protectable industrial property is identified.

The University - Department/Centre, through the Scientific Supervisor, may freely use reports and results only for teaching and research purposes.

The University - Department/Centre may publish the results arising from research activities only if authorised by the Contractor, which not withhold its consent unreasonably. In accordance to Article 8, the Contractor authorisation may not be refused, with the exception of reasons concerning the protection and the exploitation of intellectual property rights.

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Article 8 – Intellectual Property Rights

(this article must be included when, in consideration of the nature and characteristics of the activities regulated under this contract, there is a possibility to obtain patentable results with the contribution of the Scientific Supervisor)

Any patentable inventions arising from the fulfillment of this contract shall be the property of the Parties and their use will be regulated under this contract.

The University - Department/Centre irrevocably grants to the Contractor the option right to purchase any transferable right with economic content related to the inventions mentioned in Paragraph 1 of this Article with an exclusive worldwide license.

Within 120 days from the delivery of the final technical report or from the notification of a new and inventive result by the University – Department/Centre, Contractor shall notify to the University - Department/Centre in writing whether or not it intends to exercise its option right as to the filing of one or more patent applications.

In the absence of such notification, the University - Department/Centre has every right to dispose of the inventions mentioned in Paragraph 1 of this Article.

If the Contractor decides to assert its option right, the Parties negotiate the terms and economic conditions of the license for the inventions related to this research project in good faith. It is understood that in this latter case, the Contractor have exclusive responsibility for filing of the patent application and its prosecution, the choice of patent agency to act on its behalf, and of the countries or organizations to which to refer patent applications. Any patent application shall be filed on behalf of both the University and the Contractor. All filing, prosecution and maintenance expenses of patent applications shall be paid by Contractor.

Article 9 – Unilateral withdrawal

Either Parties may withdraw from the present contract by means of a written registered letter prior to *(indicate an adequate date)*.

If the Contractor withdraws according to the above, it shall reimburse the University - Department/Centre for any costs related to this Agreement occurring until the Contractor's letter is received.

Article 10 – Data protection

The University and the Contractor, as autonomous data controllers, shall, for the purposes of their respective competence, carry out all the charges related to the processing, dissemination and communication of personal data relating to this agreement as part of the prosecution of its institutional purposes and in compliance with the provisions of EU Regulation 679/2016 "General Data Protection Regulation", by Legislative Decree 196/2003 and subsequent amendments.

The Contractor undertakes to process personal data originating from the University solely for the purposes related to the execution of this agreement.

The University and the Contractor undertake to make available to each other, if necessary, information useful for demonstrating and verifying compliance with their obligations under the current data protection law and to cooperate in the event of requests by the Guarantor Authority or by the Judicial Authority concerning the processing of the data covered by this Agreement.

Article 11 – Settlement of disputes

Any dispute arising from this contract will be subject to the jurisdiction of the Court of Venice.

Article 12 – Registration and expenses

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In case of use the present contract be registered with a fixed tax rate according to law DPR n. 131/86 article 5, 39.

All the related expenses be paid by the Contractor.

Verona,

Università degli Studi di Verona

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CONTRACTOR
(.....)

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