***Standard of agreement for a service– updated after the revision of the Regulation about the execution of research or academic activities commissioned by public and private entities issued by D.R. 451/2018, Prot. 63016 on 16 April 2018***

**AGREEMENT BETWEEN ...................................***(corporate name of the Customer)* **AND THE DEPARTMENT OF EXPERIMENTAL AND CLINICAL MEDICINE OF THE UNIVERSITY OF FLORENCE FOR THE SERVICES PROVIDED BY THE “IMAGING PLATFORM”**

***(Art. 3, paragraph C, of the Regulation about the execution of research or academic activities commissioned by public and private entities issued by D.R. 451/2018, Prot. 63016 on 16 April 2018)***

**Between**

............................... *(corporate name of the Customer),* tax identification number ..................., hereinafter referred to as “**The Customer**”, represented by ............................*(first name, last name, qualification)*

**and**

The Department of Experimental and Clinical Medicine of the University of Florence, tax code and VAT number 01279680480, hereinafter referred to as “**The Provider**”, represented by Prof. Francesco Annunziato, in his capacity as Director of the Department, authorized to sign the present agreement pursuant to art. 36, paragraph 6 of the Regulations of Administration, Finance and Accounting of the University of Florence

**considering that**

The Department of Experimental and Clinical Medicine by means of its Imaging Platform has capacities to supply services in the field of conventional and precision optical, confocal and transmission electron microscopic analysis, based on the scientific expertise, methodologies and instruments available to the researcher and technical staff of the Section of Human Anatomy and Histology of the noted Department, acquired over decades of research activity. The mission of the Imaging Platform is to make such resources available to researchers from the Departments of the University of Florence and other Universities, as well as to national and international research institutions and companies that may need them to carry out their own studies in the bio-medical field. In turn, the Department aims at acquiring benefits for such services, to be used in support to its activities conducted according to the relevant laws of the national context.

**the following agreement is drawn-up**

**Art.1. – Subject of the Contract**

The Department of Experimental and Clinical Medicine will provide the service of the Imaging Platform, as approved by the Board of the Department in .................*(date)*.

**Art. 2. Responsibility of the service**

The person (Responsible) in charge of carrying out the service is Prof Daniele Bani, Director of the Imaging Platform. The service will be carried out in the laboratories of the Imaging Platform, viale G.Pieraccini 6, 50139 Florence, Italy.

*(Note: ex art.3 paragraph 4 of the University Regulation for the conduct of research or teaching activities commissioned by public and private subjects: "The person in charge of the activity must be a teacher or a researcher belonging to the Administrative Unit and, if the type of activity allows it, the same responsibility can be attributed to a technician with suitable qualification and qualifying professional title (if required for the activity to be performed), taking into account, in the latter hypothesis, the legal framework provided by the CCNL (national collective agreement) of the “CompartoUniversità” in order to be able to assume specific responsibilities ").*

**Art. 3. Fees**

In order to obtain the service of the Imaging Platform, as specified in the Technical Annex, the Customer agrees to pay the sum of € ........... plus VAT (or indicate the title of inapplicability of VAT) to the Department of Experimental and Clinical Medicine.

All payments will be made by the Customer within 30 days of receipt of a regular invoice addressed to:

*(……. Customer address),* andaddressed to:

Bank name: UNICREDIT Banca SpA

Bank address: Via Vecchietti 11 – Firenze

Account holder: University of Florence -Department of Experimental and Clinical Medicine - (cod. UA. 58513)

IBAN: IT88A0200802837000041126939

BIC/SWIFT: UNCRITM1F86

For the purposes of financial traceability, it is also indicated:

- that the Competition Identification Code (CIG), attributed to this contract by the Supervisory Authority on Public Contracts for works, services and supplies (AVCP) at the request of the contracting authority is as follows: ................

- that the CUP code, if it is mandatory pursuant to current legislation, is as follows: ................

*(This obligation is for the Customer in the event that it is a PUBLIC INSTITUTION. In all other cases, it can be omitted).*

**Art. 4. Results and Intellectual property**

The background of each party is and remains property of the same party.

The University of Florence retains the intellectual property related to the concept of the services supplied.

The parties agree that, due to the nature of the service, the results arised from the analyses performed at the Imaging Platform are property of the Customer, who retains the full right to use them in support to patentable inventions.

Possible results of the committed research could be published if and when both parties have agreed on the publication terms.

**Art. 5. Duration and terms of execution of the service**

The service will be completed within ......................... starting from the date of signature of this Contract by both parties. The service will be performed according to the procedure described in the Technical Annex which is an integral part of this Contract. By signing this Contract the Customer agrees on the terms of execution of the service as described in the Technical Annex. The type of the services and its duration can be extended upon a written agreement between the parties.

**Art. 6. Confidentiality and publicity**

The Department and the staff of the Imaging Platform involved in the service are bound to respect the obligations of non-rivalry and confidentiality.

(Possible details about which information must be considered confidential are specified in the Technical Annex)

**Art. 7. Data processing**

Pursuant to Legislative Decree no. 196/2003, the parties mutually authorize the processing of personal data, computer and/or paper, in order to fulfil all legal and contractual obligations in any case related to the execution of the relationship established with the present contract. The data will be made accessible only to those who, both within the structure of the Customer and the Department, and outside, need it exclusively for the management of the relationship established by this contract. It is right of the contracting parties to obtain confirmation of the existence of the data and to know its content and origin, verify its accuracy or request its integration, updating or correction and to oppose, for legitimate reasons, to their treatment. By signing this document, the parties express their consent to the processing and communication of their personal data according to the methods and for the purposes described above. The Data Controller is the Customer, and the Data Processor is the Director of the Department. Pursuant to art. 8 of the Regulations for the conduct of research or teaching activities commissioned by public and private subjects, the University of Florence may use the data in this document anonymously for statistical analysis on the performance of activities on behalf of third parties.

**Art. 8. Final Provisions**

For whatsoever has not been expressly agreed, the contract shall be governed by the Italian laws where the service of the Imaging Platform, as committed by the Customer, is carried out. All disputes or differences between the Parties arising out or in connection with this Agreement which the Parties cannot settle amicably shall be finally submitted to the jurisdiction of the defendant, that is ....... if the Customer is the defendant, while is Florence Court if the Provider (i.e. the University of Florence) is the defendant.

**Art. 9. Cost of the Contract**

This Contract will be registered only in the case of use according to art. 5, paragraph II of the D.P.R. 26/4/1986 n. 131 and subsequent modifications. The Customer is responsible for the necessary arrangements and expenses, including the cost of stamps.

For the …..

.............................*(place)*,.........................*(date)*

(..................................first name, last name and qualification, *e.g., Chief Financial Officer*)

…………………………(s*ignature)*

For the Department of Experimental and Clinical Medicine

Florence, ……………………*(date)*

Prof. Francesco Annunziato, Department Director

……………………………*(signature)*

Signature of acknowledgment of the Responsible of the service

Prof. Daniele Bani, Director, Imaging Platform

……………………………*(signature)*