ISTRUZIONI INTERNE

I PI dell’Università degli Studi di Milano che intendono partecipare al bando FISA 2023

dovranno inviare all’impresa che ospiterà il progetto (Host Institution)

la seguente proposta di agreement che,

una volta definito in tutti i suoi dettagli,

andrà fatto **firmare digitalmente a:**

**Rappresentante legale del Soggetto Ospitante (Impresa)**

**Rettore** della Statale di Milano (Rappresentate Legale dell’**Affiliation Institution**), Rappresentate Legale della **Research Organisation** (Rettore della Statale di Milano qualora l’Affiliation Institution e la Research Organisation coincidano) e Principal Investigator.

Per la firma del Rettore inviare il file completo a officina.pesh@unimi.it – officina.ls@unimi.it **entro il 29 settembre 2023 ore 12.00**.

Tale documento sarà quindi da caricare a cura del PI in formato pdf nella sezione apposita del [**portale FISA**](https://fisa-submission.mur.gov.it/);

**Fondo Italiano per le Scienze Applicate (FISA)**

**Agreement between**

**Host Institution, Affiliation Institution and Principal Investigator**

This ‘**Agreement**’is **between** the following parties:

1. **‘the Host Institution’:**

*Insert the name of the legal entity* (*acronym*), established in *insert address* (Italy)

2. **‘the** **Affiliation Institution’:**

Università degli Studi di Milano (UMIL), established in Via Festa del Perdono 7, 20122 MILANO (Italy), hosting and engaging the Principal Investigator.

3. **‘the Research Organization:**

Università degli Studi di Milano (UMIL), established in Via Festa del Perdono 7, 20122 MILANO (Italy).

4. **‘the Principal Investigator’**:

Prof.…………………………., … citizen.

The parties referred to above have agreed to enter into this Agreement and fully accept the provisions and terms and conditions it sets out.

**TERMS AND CONDITIONS**

# ARTICLE 1 — SUBJECT OF THE AGREEMENT

Pursuant to [Decreto Direttoriale MUR n. 1161 of 26.07.2023](https://www.mur.gov.it/sites/default/files/2023-07/Decreto%20Direttoriale%20n.%201161%20del%2026-07-2023.pdf) this Agreement sets out the rights and obligations of the principal investigator in relation to execution of the research project named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,as better specified in the Technical attachment to this agreement (‘Project Description’), of which it constitutes an integral part .

# ARTICLE 2 — BASIC RIGHTS OF THE HOST INSTITUTION

The Host Institution must:

1. Host and engage the Principal Investigator for the whole duration of the action;
2. take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers[[1]](#footnote-1) — in particular regarding working conditions, transparent recruitment processes based on merit and career development— and ensure that the Principal Investigator, researchers and third parties involved in the action are aware of them;
3. guarantee the Principal Investigator **scientific independence** in particular for the:

* 1. use of the budget to achieve the action’s scientific objectives;

* 1. authority to publish as senior author and invite as co-authors those who have contributed substantially to the work;

* 1. preparation of scientific reports for the action;

* 1. selection and supervision of other team members, in line with profiles needed to conduct the research and in accordance with the Host Institution’s usual management practices;

* 1. possibility to apply independently for funding;

* 1. access to appropriate space and facilities for conducting the research;

1. provide — during the implementation of the action — **research support** to the Principal Investigator and the team members (regarding infrastructure, equipment, access rights –including, full access on a royalty-free basis for the Principal Investigator to background and results needed for their activities under the action-, products and other services necessary for conducting the research);

1. support the Principal Investigator and provide **administrative assistance**, in particular for the:

* 1. general management of the work and the team;

* 1. scientific reporting, especially ensuring that the team members send their scientific results to the Principal Investigator;

* 1. financial reporting, especially providing timely and clear financial information;

* 1. application of the Host Institution’s usual management practices;

* 1. general logistics of the action;

* 1. access to the electronic exchange system;

1. **inform** the Principal Investigator immediately (in writing) of any events or circumstances likely to affect the execution of the research project;

1. ensure that the Principal Investigator enjoys **adequate**:

(i) conditions for **annual, sickness and parental leaves**;

#  (ii) occupational health and safety standards;

(iii) **insurance** under the general social security scheme, such as pension rights;

**ARTICLE 3 - BASIC OBLIGATIONS OF THE PRINCIPAL INVESTIGATOR**

The Principal Investigator must:

1. **supervise** the scientific and technological **implementation** of the action;

1. assume the responsibility for the **scientific reporting** for the Host Institution and contribute to the **financial reporting**;

1. meet the time commitments for implementing the action;
2. apply the Host Institution’s usual management practices;

1. **inform** the parties immediately of any events or circumstances likely to affect execution of the research project, such as:

* + any personal grounds affecting the implementation of the action;

* + any changes in the information that was used as a basis for signing the supplementary agreement;

* + any changes in the information that was used as a basis for awarding the grant;

1. uphold the intellectual property rights as agreed by the Host Institution, the Affiliation Institution and the Research Organisation (see art. 5), during the execution of the research project and afterwards;

1. maintain **confidentiality**;

**ARTICLE 4 – PROVISIONS CONCERNING THE TERMS AND CONDITIONS ABOUT THE PERMANENCE OF THE PRINCIPAL INVESTIGATOR AT THE HOST INSTITUTION**

The Host Institution, by signing the Agreement, commits to hosting the Principal Investigator at its facilities. The Host Institution guarantees the Principal Investigator the safety and hygiene conditions as required by the current legislation on safety.

In the event of an accident during the execution of the activities covered by this Agreement, the Enterprise undertakes to immediately report the incident to UMIL.

The Host Institution cannot unilaterally make substantial technical-scientific variations to the research activity that would result in changes to the original objectives and expected outcomes of the research project.

Within its organization, the Host Institution will designate a company representative who will give to the Principal Investigator the relevant assistance for the completion of the activities related to the project.

During the whole period of research at the Host Institution’s facilities, the Principal Investigator will address any logistical needs to the company representative, who will respond without hierarchical constraints for organizational matters.

The Host Institution will ensure the availability of materials, equipment, and facilities necessary for the conduct of the research activity at its premises, without any cost to the Principal Investigator or UMIL.

UMIL provides the Principal Investigator for workplace accidents through INAIL (Workers' Compensation Insurance), as well as civil liability insurance through insurance companies operating in the sector according to UMIL's internal procedures.

**ARTICLE 5 —PROVISIONS CONCERNING INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND CONFIDENTIALITY**

**5.1 Publication**

Any publication will be governed by the laws and by-laws related to the rights of authorship.

Publications pertaining to a Party's project activities may be made by that Party as long as they do not contain Results or confidential Information of the other Party and as long as they are compatible with intellectual property protection and confidentiality obligations subsisting between the Parties. Otherwise, such publications must be authorized in advance by the other Party.

If one of the Parties does not wish to authorize, in whole or in part, a publication, it must notify the requesting Party and highlight the existence of its own legitimate interest.

In any case, no Party may publish data containing Confidential Information or Results of another Party without the prior written consent of the latter Party, which undertakes to acknowledge the request for publication to the requesting Party within 30 (thirty) days of receipt of the relevant request.

The Principal Investigator must mention the Università degli Studi di Milano in any publication.

**5.2 Results**

The Parties mutually acknowledge right now that, in the course of the implementation of the project, each one will and/or may share their own know-how and/or assets covered by industrial and/or intellectual property rights (“Background”). Nothing in this agreement shall affect the ownership of Background or of intellectual property rights generated outside the action which one Party agrees to make available to the other Party in the course of the action. If one Party makes its Background available to the other Party in the course of the Action, the Party receiving such Background shall treat it as Confidential Information and shall not disclose it to a third party nor use it for any purposes other than that for which it was made available to that Party. Each Party hereby agrees to make any Background which is relevant to the action available to the other Party solely for the purposes of undertaking the action

Results are owned by the Party that generates them. Each Party may protect the Results at its own expense in such manner as it deems appropriate (e.g., filing patent applications, in any state it deems appropriate, with respect to any patentable invention covered by such Results), subject to the provisions of this agreement.

Prior notice of any planned patent filing shall be given to the other Party at least 45 calendar days before the filing.

All Results, created by the Principal Investigator during the Secondment Period(s) and/or where the Parties respective contribution in generating such Results cannot be ascertained, shall be joint owned by the Parties.

In cases of innovative Results, susceptible to patent (or similar) protection and/or economic exploitation, the joint-ownership Parties undertake to regulate in a specific agreement the procedures for the protection and exploitation of such Results; in this case, any publications will be subject to the completion of all procedures suitable for the patent protection of the Results.

Any use for internal research and educational purposes shall be on a royalty-free basis.

No joint-owner shall assign its ownership interest in the joint Results to any third party without the prior written consent of the other joint ownership Party.

**5.3 Confidentiality**

All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to the other Party (the “Recipient”) in connection with the project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;

- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent reasonably possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or

- the Confidential Information was already known to the Recipient prior to disclosure, without any breach of confidentiality obligations, or

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

**ART 6 – DURATION OF AGREEMENT**

This Agreement is effective upon its signature by the Parties’ representatives and shall be binding upon the Parties for a period of ..............

**ART. 7 (CLAIMS / AMENDMENTS – OTHER PROVISIONS)**

1. Modifications, amendments and side agreements are only effective, if agreed upon in writing.
2. If individual provisions of this contract, including this provision itself, should become invalid, be it in part or completely, or should this agreement contain a gap, all other provisions or parts of such provisions and their contents will not be affected by that. The invalid or missing pro-visions will then be replaced by relevant legal provisions and laws.
3. The entire contractual relationship is governed and interpreted by and according to Italian law.
4. "Stamp duty paid electronically pursuant to Art. 15 of Italian Presidential Decree 642/1972 – Inland Revenue Approval No. 3439091 of 14 May 1991 issued by the Milan Revenue Office"

This agreement has been digitally signed by the Parties, in a single original, pursuant to art. 24, paragraphs 1 and 2 of the Digital Administration Code - Legislative Decree 7 March 2005, n. 82

1. This agreement consists of an annex which forms an integral part of it.

SIGNATURES

For the Host Institution:

….

For the Research Organization

Prof. Elio Franzini, Rector and Legal Representative

For the Affiliation Institution

Prof. Elio Franzini, Rector and Legal Representative

For the Principal Investigator:

Dr/Prof. …………….

date signature stamp ***]***

Done at Milan in English.

1. Commission Recommendation 251/2005/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005. p.67).

 [↑](#footnote-ref-1)