**CONTRACT BETWEEN ...................................** *(corporate name of the Customer)* **AND THE DEPARTMENT .....................................OF THE UNIVERSITY OF FLORENCE FOR THE FOLLOWING SERVICE**

**“................................................”**

**Between**

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

**and**

The Department ....................................... of the University of Florence, fiscalcode and VAT number 01279680480, hereinafter referred to as “XXXX”, represented by Prof. Enrico Del Re, in his capacity as head of XXXXX

**whereas**

(short motivation for the agreement, e.g.: XXXX has capacities to supply services related to research skills and laboratories in the field of.......... and XXX wishes to acquire the benefits of an amount of such services for the use in its activities which are realised according to the relevant laws of the national context)

**the following agreement is drawn-up**

**Art.1. – Subject of the Contract**

XXXXX will carry out the following service “......................” as approved by the Board of XXXX in .................*(date)*.

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

The person (Responsible) in charge of carrying out the service is Prof. ..................... *(first name and last name)*. The service will be carried out in the XXXXX premises located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(or ...).*

**Art. 3. Fees**

In order to obtain the service “……” in the amount of “….” as specified in the Technical Annex, the XXX will pay the sum of € ........... plus VAT.

The sum will be paid to XXXXX under the following terms of payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All payments will be made by the XXX**,** on presentation of debit notes followed by regular invoices, addressed to:

Bank name: UNICREDIT Banca

Bank’s address: Via Vecchietti 11 – Firenze

Account holder: University of Florence - Department of ............. - (cod. UA. ......... )

IBAN: IT88A0200802837000041126939

BIC/SWIFT: UNCRITM1F86

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

The foreground 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, it is not expected that patentable inventions can arise from this activity.

Possible joint results of the research will be published after both parties have agreed about the publication terms.

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

The service will be completed within ......................... starting from the date of drawing up of this Contract. 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 XXX agrees on the terms of execution of the service as described in the Technical Annex. The amount of the services and the duration can be extended through an agreement signed by the parties.

**Art. 6. Confidentiality and publicity**

XXXX, XXX and the staff involved 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. Final dispositions**

For whatsoever has not been expressly agreed, the contract shall be governed by the law of the country where the party required to effect the characteristic performance has his habitual residence. Where it is impossible to determine the characteristic performance of the contract, it shall have regard to the law of the country with which it is most closely connected. 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 XXX is the defendant, Florence Court if the University of Florence is the defendant.

**Art. 8. 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 XXX is responsible for the necessary arrangements and expenses, including the cost of stamps.

For the XXX

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

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

……………………………(s*ignature)*

For the Department of ...

Florence, ……………………*(date)*

(Prof., *Department’s Head*)

……………………………*(signature)*

Signature of acknowledgment of the Responsible of the service

Prof. ..................................

……………………………*(signature)*