

	<b>MEMORANDUM OF UNDERSTANDING</b>	
	<b>FOR PARTNERSHIP ACTIVITIES</b>	
	AMONG	
	<b>Alma Mater Studiorum – Università di Bologna</b> with registered office	
	at Via Zamboni 33, 40126 Bologna, Italy (Tax Code 80007010376 – VAT	
	no. IT01131710376) in the person of the Rector and pro-tempore legal	
	representative Prof Francesco Ubertini (hereinafter referred to as	
	“University” or, equally, as “Party”)	
	AND	
	<b>Université Côte d'Azur</b> , with registered office at Grand Château, 28	
	avenue Valrose, 06103 Nice Cedex 2, FRANCE (SIREN : 130 025 661	
	00013 - Code APE : 8542 Z) in the person of the President and pro-	
	tempore legal representative Prof. Jeanick Brisswalter (hereinafter	
	referred to as “Partner University” or, equally, as “Party”)	
	AND	
	<b>ALMACUBE s.r.l</b> , with registered office at Via Fanin 48, 40127 BOLOGNA,	
	ITALY (Tax code/VAT no. IT03277261206) in the person of Alessandro	
	Grandi as President and pro-tempore legal representative (hereinafter	
	referred to as “AlmaCube” or, equally, as “Party”)	
	AND	
	<b>BONFIGLIOLI</b> with registered office at sis Via Giovanni XXIII, 7/A - 40012	
	Lippo di Calderara di Reno, Bologna, Italie , company registration number	
	and Tax Code _____ - - VAT number _____, REA (index of economic	
	and administrative information) no.- _____ dated _____. in the	
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person of \_\_\_\_\_ - as legal representative (hereinafter referred to as

“Company” or, equally, as “Party”)

(all hereinafter collectively referred to as the “Parties”)

**WHEREAS :**

a) Alma Mater Studiorum Università di Bologna promotes the transfer of knowledge towards the local economic fabric, both nationally and internationally, by supporting the quality and innovation of the education provided in order to facilitate the entry and retention of graduates in the labour market, including through entrepreneurship projects;

b) Alma Mater Studiorum Università di Bologna is investing in initiatives and services to support the creation of new companies based on skillsets developed at the University;

c) Alma Mater Studiorum Università di Bologna has joined the *design factories* network and is starting – in partnership with its own incubator, AlmaCube srl – Open Innovation programmes which involve cooperation between students, companies, external Universities and Research Centres, both in Italy and abroad;

d) Alma Mater Studiorum Università di Bologna has joined the SUGAR network, in order to start projects inside of the SUGAR Programme ;

e) The Parties intend to cooperate to launch a new project within the SUGAR Programme, based on Design Thinking, which will involve students from The University of Bologna and the Partner University, Université Côte d’Azur, divided into different interdisciplinary teams, to solve a challenge posed by the Company;

f) AlmaCube is an instrumental investee entity of the University of Bologna for the creation, support – including through Open Innovation activities – start-up and incubation of companies which exploit the University of Bologna’s expertise and research;

g) The Company intends to develop with the other Parties the SUGAR project “OPER.SUGAR 2020/21” aimed at developing the challenge “Capture market needs in terms of digital functionalities and develop value proposition and business models to monetize the Company’s digital transformation ”

**NOW, THEREFORE, THE PARTIES HEREBY AGREE THE FOLLOWING :**

**Article 1 - Preconditions, annexes and definitions**

1.1 The preconditions and the following annex ("Annex") is an integral and substantial part of this Agreement (“Agreement”):

Annex 1): "Description of the Project and of the activities";

1.2 In the event of conflict between the content of the Annexes and the content of the Agreement, the Agreement shall prevail, except from those cases in which the Annexes expressly declare that they deviate from the Agreement.

1.3 For the purposes of this Agreement, the terms indicated below, where written with an initial capital letter, shall take on the following meaning, with the provision that terms defined in the singular must also be understood as referring to the plural, and vice versa:

Project Coordinator: the person, designated by each Party, who acts as a contact person with respect to the other Party with regard to the execution of this Agreement ;

Programme: Open Innovation activities, of which the Project subject of

this agreement, carried out in collaboration between the Universities

which provides for the use of design thinking methodologies, is part;

Project: challenge issued by the Company on which University students

are called to work in interdisciplinary teams;

Confidential Information: any information, data or knowledge of a

technical, scientific, commercial or financial nature, with an economic

value being confidential, expressed in any form and / or stored on any

medium, which has been transmitted by one Party to the other in the

context of the relationship covered by this Agreement and in relation to it,

even if not specifically and visibly qualified as "confidential" or "secret"

The Background of each Party, defined as any technical and / or scientific

information and / or any other type of information, in any form

whatsoever, patentable or not and / or patented or not, as well as all rights

relating thereto, belonging to a Party or owned by it before the date of

entry into force of the Agreement and / or developed or acquired by it

outside the scope of the Project as defined in Annex 1, is also considered

as a Confidential Information.

Results: any technical and/or scientific information and knowledge

protected or not, protectable or not, patented or not, patentable or not, by

domestic legislation, EU regulations and international laws regulating

intellectual and industrial property, including works of authorship and

other material, know-how, drawings and models, designs, formulae,

software, inventions, utility models, plans, semiconductor schemes and

diagrams, plant varieties or any and all other type of information, in any

form whatsoever, and all the related rights as part of the Project executed

in the context of the relationship covered by the present Agreement and in relation to it.

## **Article 2 – Subject of the Agreement**

2.1 In execution of the Agreement, the Parties agree to implement the Project, as described in Annex 1), During the Project, students will take part in the project activities, overseen by professors and experts.

2.2 The Agreement governs the terms and conditions specific to the collaboration between the Parties in the execution of the Project. The method of execution and timing of activities for the Project are outlined in Annex 1).

2.3 During the Project activities, the Parties shall provide regular reports showing the activities connected to the Project, and in particular the Results attained.

Such reports shall be issued after each of the following required presentations:

Step 1) Needfinding – identifying stakeholder needs and design scenarios

Step 2) Ideation– design principles and a selection of prototypes for the most promising solutions

Step 3) Definition – Final presentation following the research activity, with the identification of the innovation process and of any results attained

## **Article 3 - Duration of the Agreement and Withdrawal**

3.1 The Agreement shall be valid from signing until the end of June 2021.

No form of tacit renewal is provided for.

3.2 Each Party shall have the right to withdraw from the Agreement at any time with a notice of 60 (sixty) days to be communicated in writing to the other Parties by the Italian “PEC” certified email system. In the event of withdrawal, the Parties shall ensure the completion of the existing activities at the time of withdrawal and the Company shall guarantee full coverage of the project costs.

3.3 The Agreement may also be automatically terminated by one of the Parties in the event of non-performance by the other of one or more of the obligations contained in its various clauses. Such termination shall not become effective until ten (10) days after the complaining Party has sent a registered letter with acknowledgment of receipt stating the grounds for the complaint, unless within that period the defaulting Party has complied with its obligations or has demonstrated proof of an impediment resulting from a case of force majeure.

The exercise of this right of cancellation does not relieve the defaulting Party from fulfilling the obligations contracted up to the effective date of termination, subject to any damages suffered by the complaining Party as a result of the early termination of the Agreement.

#### **Article 4 – Commitments of the Parties**

4.1 The University shall take on coordination of the Project and of the related training activities; provide its spaces, skills and prototyping lab for the activities for the Project; manage the activities in its premises with the cooperation of the Partner University; select the students for the Project alongside AlmaCube; manage the communication of the Projects and of the

final results in cooperation with AlmaCube; manage the budget concerning the cooperation activities and to cover the direct costs included in the Project budget.

4.2 AlmaCube srl shall manage the different Project activities, select the students for the Project alongside the University; manage the budget concerning further costs for student mobility not included in the Programme, the costs for prototyping materials and the organization of foreign activities and to cover the direct costs included in the Project budget; support any mandatory legal insurance costs to cover the students involved as may be necessary for the execution of Project; organize and manage the events related to the realization of the Project; prepare a final report on the activities carried out and results obtained; manage the communication of the Projects and of the final results in partnership with the University;

4.3 The Partner University shall involve students, provide its own spaces and expertise for the project activities, as defined in Annex 1;

4.4 The Company shall take part in the Project coordination meetings with its own representative indicated in Art.6, on at least a weekly basis and according to the Project activity schedule given in Annex 1, take part in the presentation at the end of step 1 and, following confirmation of interest in proceeding, at the end of step 2 and step 3, provide the necessary information for the solution of the *challenge*, allow the access to its own spaces and laboratory following written communication of the names of those who will have access to such spaces, in accordance with the specific activity plans indicated in Annex 1; facilitate contact with any suppliers

and/or customers in the event these are useful for the development of the *challenge*; provide specific materials which may be necessary for the construction of the prototypes subject of the *challenge*; financially support the Project as indicated in Art. 5; it shall also commit to giving written information in the event it wants access to the results of step 2 and 3 subject to payment of an additional fee as specified in Art. 5.5

## **Article 5 – Fee and payment methods**

**5.1** For the realization of the Project as outlined in Art. 2, the Company undertakes to pay a Fee of sixty thousand Euros (€60,000.00) plus VAT as indicated in the following paragraphs;

**5.2** For the realization of the activities outlined in Art. 4.1, the Company undertakes to pay to the University pursuant to this Agreement a Fee of twenty three thousand Euros (€23.000/00) plus VAT at the prevailing rate. Payments must be made by bank transfer to the account held by Alma Mater Studiorum - Università di Bologna, IBAN: IT57U0200802457000003968737, within 30 (thirty) days of the invoice receipt date.

**5.3** For the realization of the activities outlined in Art. 4.1, the Company undertakes to pay to the Partner University pursuant to this Agreement a Fee of fifteen thousand Euros (€15,000.00) plus VAT at the prevailing rate. Payments must be made by bank transfer to the account held by Université Côte d’Azur\_ Bank number: 10071 06000 00001006822 91, Bank Name: Trésor Public, Bank’s SWIFT code: TRPUFRPIXXX, IBAN : FR76 1007 1060 0000 0010 0682 291 within 30 (thirty) days of the invoice receipt date.

Invoice will be sent by Université Côte d’Azur to the Company.

The use by the Partner University of the financial contribution paid by the



Company is not subject to time limit conditions, nor to the provision of supporting documents.

**5.4** For the realization of the activities outlined in Art. 4.2, the Company undertakes to pay to AlmaCube twenty two thousand Euros (€22.000/00) plus VAT at the prevailing rate. Payments must be made by bank transfer to the account held by AlmaCube IBAN:IT10D0306902478100000013300, within 30 (thirty) days of the invoice receipt date.

**5.5** The Fee detailed in paragraphs 5.2 and 5.3 and 5.4 shall be paid by the Company, upon receipt of an invoice, in three stages divided as follows:

Twenty three thousand Euros (€23.000/00) + VAT to the University upon signing of this Agreement;

Twenty two thousand Euros (€22.000/00) + VAT to AlmaCube on 31/01/2021

Fifteen thousand Euros (€15,000.00) + VAT to the Partner University on 31/03/2021

**5.7** The Company shall be responsible for any delay in payment of the Fee, regardless of the responsibility of the same delay, meaning the Parties, with this clause, assign to the Company the risk of unforeseeable circumstances.

**5.8** In the event of late payment with respect to the terms set out in the preceding paragraphs, the Company shall pay interest to the University and/or to the Partner University and/or to AlmaCube, without the need for formal notice, on the overdue amounts calculated, on an annual basis, in an amount equal to the default legal rate as per current legislation,

starting from the due date of the payment and up to the date of payment of the final balance.

5.9 If the delay in payment exceeds 60 (sixty) days from the agreed deadline, the Company shall also incur a penalty equal to 10% (ten percent) of the amount for which the payment terms are not respected.

#### **Article 6 – Project Coordinators**

For the University of Bologna: Matteo Vignoli

For the Partner University Université Côte d’Azur: Nelly Fouret

For AlmaCube s.r.l.: Francesco D’Onghia

For the Company:

6.2 The Parties undertake to promptly communicate any change in the name of their Project Coordinators according to the procedures specified in article 10 of the Agreement.

#### **Article 7 - Place of execution of the activities and insurance coverage**

7.1 The activities shall be carried out mainly on the premises of the “University of Bologna”, of Université Côte d’Azur Partner University, and at the headquarters of the AlmaCube incubator. Visits, meetings and activities can also be arranged at the Company’s premises.

7.2 The personnel/students of a Party visiting the premises of another Party for the purposes of execution of the activities covered by this Agreement shall be required to comply with any disciplinary and safety regulations in force. To this end, the Parties agree to provide to the personnel employed in the activities under this Agreement detailed information on the specific risks existing in the environment in which they will be operating and on the accident prevention and emergency measures

adopted in relation to their activity, also on the basis of the safety document prepared by the Employer of the host structure and kept in its own premises.

Nevertheless, each Party continues to assume with respect to the personnel it remunerates, all the social and fiscal obligations of the employer and to exercise to him all the administrative management prerogatives (rating, promotion, discipline, etc.).

7.3 Each Party shall ensure legally required insurance coverage is in place against accidents to its staff and any students and contractors employed in carrying out the activities provided for under this Agreement, in any location, as well as third-party liability insurance (people and possessions).

7.4 In the event of a claim occurring during the course of the activities covered by this Agreement, the Parties undertake to promptly report the event, in order to allow the other Parties to draft the corresponding report within the terms established by law or the insurance contract.

#### **Art. 8 - Confidentiality**

8.1 By signing this Agreement, the Parties expressly undertake, for themselves and for their employees and / or contractors and / or students, for the entire duration of this Agreement and for a period of 5 (five) years following its end or termination to:

(a) Not disclose Confidential Information and not make it accessible to Third Parties in any way;

(b) To employ any suitable means, and to put in place any and all reasonably necessary acts or activities, in order to ensure that Confidential

Information is not freely accessible to Third Parties;

(c) Not use Confidential Information in any way for purposes other than and supplementary to those connected with the execution of this Agreement;

(d) Not duplicate, copy, reproduce, record or otherwise represent, except for needs arising from the execution of this Agreement, or with the express agreement of the entitled Party, by any and all means for such purposes, in whole or in part, files, deeds, documents, lists, registers, reports, notes, drawings, schemes, forms, correspondence and any other material containing any Confidential Information;

(e) To immediately return or destroy, upon written request of the Party that is entitled to it, any and every file, deed, document, list, register, report, note, drawing, scheme, file, letter and any other material, including any copies or reproductions, containing any Confidential Information, providing that there is no legal obligation to keep them;

(f) to return or destroy immediately, upon conclusion or termination of this Agreement, any and all files, deeds, documents, lists, records, reports, notes, drawings, schedules, forms, letters and any other material, including any copies or reproductions, containing any Confidential Information, as long as there is no legal obligation to keep them;

8.2 The following are excluded from the paragraphs above:

(a) Information, data and knowledge communicated by one Party to the other that is expressly intended by the Parties for publication or otherwise for public dissemination;

(b) Information, data and know-how communicated by one Party to the

other that is already in the public domain or already freely accessible by

Third Parties;

(c) Information, data and knowledge that, at any time, become public

knowledge or otherwise freely accessible by Third Parties, provided that

such disclosure or accessibility is not caused by an illicit act or is not,

however, expressly prohibited by the Party that has provided them, and

from the moment they become effectively public or freely accessible;

(d) Information, data and know-how in relation to which the Party entitled

to it provides written consent to its dissemination or free accessibility, and

only within the limits, under the terms and conditions to which such

consent is actually provided;

(e) Information, data and know-how that a Party can prove to have been

in its legitimate possession at a time prior to that in which it was

communicated to it by the other Party or of which it became aware in any

case during the course of and by virtue of the partnership;

(f) Information that a Party can prove to be in its legitimate possession

regardless of the partnership;

(g) Information that a Party is required to communicate or make

accessible in compliance with laws or regulations as well as an order

issued by a public Authority, within the limits, terms, forms and in relation

only to the recipients to whom the Party itself is actually required to

communicate or make such accessible.

8.3 For the purposes of the application of this article, Third Parties shall

be understood to mean all subjects other than the Parties who are not

representatives, employees, contractors or consultants of the Parties

themselves. In any case, in relation to the individual Confidential Information, the aforementioned subjects must also be considered to be Third Parties, also in the cases in which, due to the nature of the relationship that binds them to the Parties, they have no reason or need to have knowledge of any Confidential Information or if the Party entitled to it has expressly prohibited the disclosure of Confidential Information to their address.

8.4 Nothing in this Agreement implies :

- a waiver, for the Party communicating it, of protection of its Confidential Information by any intellectual property right,
- an assignment or a license, by the Party communicating its Confidential Information, of any right on such information to the benefit of the other Party.

#### **Art. 9 – Intellectual Property of the Results**

9.1 The Parties acknowledge that this Agreement provides for an original study as the results of the Project, a final report on which shall be provided to the Company in a written form according to the provisions of Art. 2.3, notwithstanding that any publication of the Project may be performed in accordance with the provisions of Art. 13.

9.2 The Parties acknowledge that no results that may be the object of exclusive or sole-rights under current Italian, EU or international legislation on intellectual and industrial property rights are expected from the execution of the activities under this Agreement.

9.3 Should it occur, the Parties agree that the intellectual and industrial property rights on the Results shall be due to the University, the Partner

University and the Company in equal share. And any Results likely to be protected by an intellectual/industrial property right or not will be the object of a co-ownership agreement which will be established between the Parties before any direct and/or indirect, industrial and/or commercial, exploitation and in particular to :

- Determine the ownership share of each Party according to their respective intellectual, human, material and financial contributions,
- Organize the management of the co-ownership,
- Determine, where appropriate, the procedures for maintaining, extending and defending the Results protected by an industrial property title,
- Define the areas as well as the legal and financial conditions of the direct and / or indirect industrial and / or commercial exploitation of the Results.

As long as this co-ownership agreement has not been concluded, neither Party may take the initiative for the direct or indirect industrial or commercial exploitation of Results.

In the same eventuality, the Parties agree that the University shall do its best to acquire free of charge and in advance from the students involved in the Project, all asset rights on the Results related to the Project or as a consequence of it. About this, it is already specified and agreed that researchers, teachers and students of the Partner University (Université Côte d'Azur) remain the sole owners of their copyrights on their creations (except for software). In addition, the Partner University doesn't organize any transfer of said copyrights for its own benefit or for the benefit of a

third party. That third party will therefore have to take care of the recovery of said copyright needed.

Each Party shall provide immediate notification to the other in the event that the Results could be subject to registration or patenting and the Parties will sign a disclosure report including, among other things, the owners of the moral and patrimonial rights.

9.4 The Parties agree that, in the event the Results are, in whole or in part, intangible assets which could be subject to registration or patenting, the Company can make the application for the relevant exclusive, i.e. the secret exploitation of the Results, as explained in the following paragraph 9.5. The Company can independently make such an application subject to written notification of the Universities, at least 45 (forty five) days before filing, in any case indicating in it the Universities as co-owners of the first filing which assigns the priority. The Company undertakes to cover all fees and expenses related to the filing for registration or patenting and to the foreign extension of industrial property rights, and also of the fees and expenses related to their maintenance and protection.

9.5 Upon signing of this Agreement, the Universities undertake to transfer to the Company, upon payment of a sum determined in writing by mutual agreement within the co-ownership agreement, their share of ownership of the Results which are subject to registration or patenting, and the Company undertakes to purchase it within 10 (ten) days following the 30th day from the granting of the industrial property from the competent office. In any case, the Parties shall have the right to negotiate the possibility to bring forward the transfer, in any case after the first filing for



registration. In the period before the transfer: the Company shall have the right to a full and exclusive license for the economic exploitation of the Results which are subject to registration or patenting and the Universities shall undertake not to exercise any of the exploitation rights on such Results; the Universities may not oppose any patenting and registration following the first filing, which the Company can perform without the obligation of including the University as co-owner. Any fees and expenses related to the potential transcription of the transfer shall be borne by the Company. In any case, moral rights shall be excluded because they will continue to be assigned in accordance with the disclosure report signed by both Parties as per art. 9.3 of this Agreement.

9.6 In case of patenting or registration of industrial rights, the Company undertakes to pay to the Universities, for the transfer of their share of the Results, a fee fair and commensurate with the presumed market value of the Results and to the expected profits deriving from their economic exploitation (that fee will be determined in writing by mutual agreement within the co-ownership agreement) . Such fee shall not, in any case, be less than 15% of the Fee for the development of the activities under this Agreement and in no case less than €5,000,00. In addition to this, if the Results provide significant innovation and the Company draws significant economic benefit from the exploitation of such Results, the Company shall, in good faith, pay the Universities an additional fee, to be agreed in writing within the co-ownership agreement, due to the greater benefits of the Results. The fees outlined in this paragraph shall be paid by bank transfer to the University of Bologna's account held at Unicredit Banca SPA

(Bologna 7 branch), IBAN: IT57U0200802457000002968737, and to the Partner University to its account (Bank number: 10071 06000 00001006822 91, Bank Name: Trésor Public, Bank's SWIFT code: TRPUFRPIXXX, IBAN : FR76 1007 1060 0000 0010 0682 291) within 60 (sixty) days from the month end following the invoice date.

9.7 Without prejudice to the co-ownership of the industrial and intellectual property rights on the Results, if the Company wishes to exploit the Results in secret, it shall give immediate written notice of this to the Universities by "PEC" certified email and registered letter with return receipt. Following this, the Parties shall negotiate in good faith for the Company's acquisition of the Universities' share of the Results, and the Universities shall avoid any activity which could jeopardize the exploitation of the Results in secret within 30 days from the mentioned communication.

9.8 With the exception of the scenario outlined in paragraph 9.7, the Parties undertake to give to the other Parties a perpetual, free and irrevocable licence for the use of the results deriving from the Project for research and teaching, including the issuing of scientific publications with respect to the conditions indicated in the following Art.13 of this Agreement. Any fees or expenses related to the potential transcription of the licence shall be borne by the licensees.

#### **Art. 10 - Notifications**

10.1 All notifications required or permitted under the Agreement must be made in writing and shall be considered duly made if sent by registered letter with return receipt, preceded via email, to the Parties at the

following addresses:

-for the University

Alma Mater Studiorum – Università di Bologna

Area Rapporti Imprese Terza Missione e Comunicazione

Via Zamboni 33, 40126, Bologna, Italy

“PEC” certified email address: [scriviunibo@pec.unibo.it](mailto:scriviunibo@pec.unibo.it)

-for the Partner University

address Nelly Fouret

Campus Saint Jean D’angély

5 av du 22ème BCA, 06300 Nice, France

“PEC” certified email address: [nelly.fouret@univ-cotedazur.fr](mailto:nelly.fouret@univ-cotedazur.fr)

All notifications relating to Intellectual Property management must be sent to :

Université Côte d’Azur

DRVI – Service Contrats et Valorisation

Grand Château, 28 avenue Valrose,

BP 2135,

06103 Nice Cedex 2

@ : [drvi-contrats-valorisation@univ-cotedazur.fr](mailto:drvi-contrats-valorisation@univ-cotedazur.fr)

All notifications relating to modification or renewal must be sent to :

Université Côte d’Azur

DRI – Direction des Relations Internationales

Petit Valrose,

Avenue Joseph Vallot

06100 Nice

France

@ : [conventions-ri@univ-cotedazur.fr](mailto:conventions-ri@univ-cotedazur.fr)

-for AlmaCube

FAO Alessandro Grandi

Viale Fanin 48, 40127 Bologna, Italy

info@almacube.com

“PEC” certified email address: almacubesrl@legalmail.it

-for the Company

address\_\_\_\_\_

“PEC” certified email address: \_\_\_\_\_

Any changes to the contact details indicated above must be promptly communicated to the other Party.

#### **Art. 11 - Use of Distinctive Marks**

11.1 The institutional brand of the University is the exclusive property of the Alma Mater Studiorum - University of Bologna. The Company may not use the trademark and / or the name of the University and / or its Structures in a distinctive or advertising function, except with specific prior written authorization. Free uses under law, pursuant to art. 21 of Italian Legislative Decree no. 30/2005, of the name only in a descriptive function are excepted, provided that it is made truthfully and notification is provided in advance, and in any case before any action at the University.

11.1 The institutional brand of the Partner University is the exclusive property of the Partner University. Other Parties may not use, in any form whatsoever, the trademark and / or the name of the Partner University and / or its Structures/Laboratories in a distinctive or advertising function, for industrial and/or commercial purposes, except with specific prior written authorization.

11.2 The Company mark/brand may be used for communication purposes

related to the project covered by this Agreement .

## **Art. 12 – Processing of personal data**

12.1 Pursuant to the provisions of the EU General Data Protection Regulation (GDPR) on the protection of personal data 2016/679 and art. 13 of Italian Legislative Decree no. 196/2003 as amended and French law 78-17 of 6 January 1978 as amended and its implementing decree 2019-534 of 29 May 2019, the Parties declare they have mutually informed themselves in advance, before signing this Agreement, of the methods and purposes of the processing of personal data strictly required for the execution of the Agreement.

12.2 If, through the execution of the activities agreed in the Projects referred to in Annex 1 of this Agreement, personal data is processed, the parties undertake:

- a) To operate in full compliance with applicable legislation on the protection of personal data ;
- b) To regulate, in a specific manner, any obligations and areas of responsibility deriving from applicable legislation on the protection of personal data, reporting, among other information, the identity of those who will be independent or joint Controllers and / or Supervisors, in compliance with the provisions of applicable legislation and taking into account the characteristics and peculiarities of the specific Project;
- c) To adopt adequate security measures - both technical and organizational - to protect the data for which they are Controller or Joint Controller, also for the purposes of minimizing the risks of deletion or accidental loss of the data themselves, of unauthorized data access or data

processing which is not allowed or which is not carried out in accordance with the purposes of the present Agreement;

d) to process personal data solely for the purposes related to the execution of this Agreement .

### **Art. 13 - Scientific publications and presentation of Results**

13.1 Excepting the eventuality described in paragraph 9.5, the parties agree that the results of the partnership, with proper removal of proprietary aspects and of any possible results which could be subject to exclusive or industrial rights, shall be made public, with a suitable license (e.g. Creative Commons), within the presentation times provided by the SUGAR programs and that the final documentation, with proper removal of proprietary aspects, shall be published, with a suitable license (e.g. Creative Commons), after a period of six months has passed from the end of the project. This aspect stems from the nature of the partnership, which starts from a general *challenge* issued by the Company and developed through the activities of the students involved.

13.2 The Parties agree to declare in any publication or presentation that the results have been obtained through this Agreement.

### **Art. 14 - Responsibility**

14.1 The Company is aware that the activities under this Agreement and any possible Results are typically experimental and are provided without any express or implied warranty, including the warranty of merchantability and / or fitness for a particular purpose. If the Company, to the extent that this is permitted under this Agreement or documents linked to or referenced by this, intends to place on the market or otherwise

use for commercial purposes, directly or indirectly, the results or a part thereof, the Company shall bear sole liability for any damages, direct or indirect, in any way arising from activities related to marketing or otherwise commercial use by third parties of the results, without the ability to bring any claim against the Parties.

14.2 Per the provisions of the preceding paragraph, the Company agrees to substantially and procedurally exempt and hold harmless the University, the Partner University and AlmaCube to the fullest extent permitted by law, from any compensation for loss, damage, liability, cost or expense, including legal costs, deriving from or in any way connected to claims or disputes brought by third parties, relating to the placing on the market or, in any case, to the commercial use of the Results or part thereof.

14.2 Material and equipment made available by one Party to the other or financed by that Party under a specific agreement shall remain the property of that Party. Accordingly, each Party shall bear the cost of damage suffered in the execution of the Project by the equipment, facilities and tools owned by it, including equipment entrusted to the other Party and equipment under test, even if the other Party is liable for the damage except for gross negligence or intentional negligence on the part of the other Party.

14.3 Each Party shall bear as far as it is concerned the pecuniary consequences of the civil liability which it incurs under the common law, because of all bodily injury and / or material damage caused to the thirds during the work carried out for the realization of the Project in the context of the Agreement.

## **Art. 15 - Disputes**

15.1 The interpretation and execution of this Agreement, as well as the relations between the Parties deriving from it, shall be governed by belgian law.

15.2 The Parties undertake to settle amicably, where possible and through the Contact Persons indicated in Article 6 of the Agreement and their representatives, any dispute arising from or connected with the provisions of this Agreement, including, merely by way of example, any dispute concerning the existence, validity, interpretation and effectiveness of the same. In the absence of an amicable settlement, the dispute shall be referred to jurisdiction of the Defendant's domicile.

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This Agreement is digitally signed and shall be valid when sent by the "PEC" certified email system.

This Agreement is subject to registration in the event of use pursuant to applicable legislation. The costs of such registration shall be borne by the University. Stamp duty, paid electronically in accordance with Italian Ministerial Decree 17/06/2014 art. 6, shall be borne by the University and payment to the Treasury shall be carried out by the University electronically.

This Agreement is the result of the negotiation between the Parties and was jointly drafted by them as 1 no. digital copy that the Parties themselves, by digitally signing this document, declare they approve wholly and in its entirety.



Signing date :

For the University

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For the Partner University

Prof. Jeanick BRISSWALTER

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For AlmaCube

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For the Company