

## **AGREEMENT**

Between

**Fondazione Istituto Italiano di Tecnologia**, tax code 973293550597, with its registered office in Genova, Via Morego 30, represented by Prof. Giorgio Metta, Scientific Director and duly authorized to sign this agreement (hereinafter referred to as “IIT”)

And

**Université Côte d’Azur**, having its headquarter at 28, avenue Valrose, Grand Chateau, BP2135, 06103 Nice Cedex, France, represented by its President, Jeanick Brisswalter, duly authorized to sign this agreement

And

**Università degli Studi di Genova – Department of Economics and Business Studies**, having its headquarters in Genoa, Via Vivaldi 5, represented by its Director, Prof. Alberto Quagli, duly authorized to sign this agreement (hereinafter referred to as “DIEC”)

Herein after referred to individually as a “Party” and collectively as the “Parties”.

## **PREAMBLE**

- a). IIT is a non-profit research Foundation, whose main purpose is to promote excellence in both basic and applied scientific research.
- b). Université Côte d’Azur is a Public Institution with cultural and professional scientific object.
- c). DIEC is a research and teaching institution, part of the University of Genoa, which is committed to the development of studies in the field economics and business management.
- d). IIT is an established partner of Université Côte d’Azur; in particular, IIT has stipulated with Université Côte d’Azur a Memorandum of Understanding aimed at establishing cooperation and exchanges in education and research as of May 7, 2018.
- e). IIT is also a long term partner with Università degli Studi di Genova, of which DIEC is a part, and has entered with it several agreements for the performance of joint research and education activities.

- f). In particular, IIT and DIEC have established since the year 2015 a workshop called *Workshop on High Tech Entrepreneurship* (“HTE” from now on) aimed at the development of managerial and entrepreneurial skills in the scientific sector.
- g). In the context of the HTE – 2020 Edition – Université Côte d’Azur has manifested its interest in participating to the HTE and IIT and DIEC have consequently broaden their initiative to Université Côte d’Azur.
- h). The Parties are entering this Agreement to set forth their reciprocal duties for the operating of the HTE workshop – 2021 Edition –.

NOW, THEREFORE, THE PARTIES AGREES WHAT FOLLOWS

1. The HTE – 2021 edition – shall be organized in 8 (eight) in presence and online seminar sessions, from October 2021 to December 2021. Access to the HTE shall be reserved to a maximum of 50 participants, which will be selected among the students of Université Côte d’Azur and DIEC and the IIT’s researchers which will be submitting an application to enter the HTE program. The selection will be made taking into account the motivation and qualification of the candidates, as well as their interest in acquiring transversal managerial and business skills, to be applied in the scientific sector. To that end, a selection procedure shall be jointly established by the parties.
2. The HTE workshops will be held in English and will aim at providing its participants tools for the best planning and management of innovative companies, as well as specific skills relating to: how to articulate a technology scouting process for the discovery of high potential business opportunities; the preparation of *business models* for business ideas; the protection and exploitation of intellectual property rights; how to deal with managing people and financial resources, and dealing with potential entrepreneurial supporters such as third party funders and *business angels*.
3. The Parties’ responsables for the running and management of the HTE initiative shall be:
  - a. **For IIT:** dott. Fulvio Puzone;
  - b. **For Université Côte d’Azur:** Prof. Eric Guerçi;
  - c. **For DIEC:** Prof. Luca Beltrametti; Prof. Angelo Gasparre.
4. The HTE seminars shall take place both in presence and online. The Parties’ Responsible shall determine the time of each lesson as well as the location and web platforms on which the lessons will take place. The HTE lessons will be held by a group of highly qualified teachers, selected from each Party’s personnel, and will also include *talks* from various

guests including entrepreneurs, *business angels* and venture capitalists, invited from time to time by the Parties' Responsibles.

5. No tuition or other fees shall be collected from the participant to the HTE workshop.
6. Each Party shall bear its own costs and expenses related to the participation to and organization of the HTE workshop.
7. The Parties remain, each on their own account, individually and exclusively responsible for the implementation, in the spaces of their own pertinence, of the measures for the prevention and protection of health and safety at the workplace, as well as for the mandatory insurance coverage against accidents at work.
8. The *PhD* candidates from Université Côte d'Azur or DIEC which have been affiliated to IIT shall be subject to Université Côte d'Azur's or DIEC's, as applicable, insurance coverage.
9. The Parties acknowledge that the HTE workshop is not intended as a framework for exchanging confidential or proprietary information. In case a Party deems necessary to disclose confidential information to the others it shall preemptively inform them in order to reach appropriate agreements to that end.
10. The Parties expressly declare they have been informed and allow the personal data provided during the performance of this agreement to be handled exclusively for the purposes of same and, in any case, in observance of the EU Regulation 2017/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
11. Université Côte d'Azur and DIEC acknowledge that IIT is subject to current legislation related to administrative liability of enterprises and, in particular, of the Italian Legislative Decree of 8 June 2001, no. 231. Sponsor acknowledges that IIT operates under the "Organisational, model management and control" and the "Code of Conduct and Code of Scientific Conduct" adopted by IIT under said law (available at the following link: <https://www.iit.it/it/code-of-conduct-and-model-231>)
12. Furthermore, in the performance of this Agreement, the Parties shall comply with the law provisions on the prevention of corruption and on transparency, with particular reference to the provisions of the Italian Law no. 190/2012 (and subsequent amendments) and the Italian Legislative Decree n. 33/2013 (and subsequent amendments). Therefore, the Parties will: (i) perform every activity in full compliance with the principles of correctness, efficiency, transparency, publicity, impartiality and integrity; (ii) refrain from engaging in any illegal conduct (active or omissive), (iii) not engage in any behavior in contrast with the Italian anti-corruption regulatory framework. In this regard, Université Côte d'Azur and

DIEC declare, without prejudice to the provisions of Section 11, to have in particular taken note of the contents of the provisions of the Code of Conduct and Scientific Conduct of the Foundation in Section III (<https://multimedia.iit.it/asset-bank/assetfile/16923.pdf>), and undertake to comply with the rules contained therein with reference to conflict of interest, incompatibility and non-transferability of offices' matters.

Read, understood and approved.

Genova, \_\_\_\_\_

**Fondazione Istituto Italiano di Tecnologia**

Nice, \_\_\_\_\_

**Université Côte D'Azur**

\_\_\_\_\_  
Prof. Giorgio Metta, Scientific Director

\_\_\_\_\_  
Prof. Jeanick Brisswalter, President

Genova, \_\_\_\_\_

**Università degli Studi di Genova - DIEC**

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Prof. Alberto Quagli, Director

RECEPISSE D'ENREGISTREMENT AU REGISTRE  
DES TRAITEMENTS DE DONNEES A CARACTERE PERSONNEL

Au titre de l'article 30 du règlement général sur la protection des données (UE) 2016/679 (ci-après désigné RGPD), chaque responsable de traitement doit tenir un registre des activités de traitement de données à caractère personnel effectué sous sa responsabilité. Le Délégué à la Protection des Données formellement désigné par l'Université Côte d'Azur auprès de la CNIL le 15 janvier 2020 sous la référence DPO-78934 est missionné pour tenir le registre des traitements de données à caractère personnel relevant de la responsabilité de l'établissement.

## DECLARANT

Nom ..... Eric Guerci  
Direction, Service, UFR, ... ..... ICE (Innovation Centre for Entrepreneurship) Université Côte d'Azur  
Fonctions ..... Vice President for Student Entrepreneurship

## SERVICE DECLARANT ET EN CHARGE DES DROITS DES PERSONNES CONCERNES

Service ou personne(s) auprès desquels s'exerce le droit des personnes concernées (RGPD Art. 14 à 22) : [invent@univ-cotedazur.fr](mailto:invent@univ-cotedazur.fr)

## DENOMINATION ET FINALITES DU TRAITEMENT DECLARE

Le traitement : Site HTE, de type : Information / communication  
ayant pour finalités : Donner de la visibilité au programme HTE et expliquer sa structure et son fonctionnement, y compris les projets qu'il traite et les acteurs impliqués (coachs, professeurs, mentors, intervenants).

## ENREGISTREMENT DU TRAITEMENT

Le traitement fait l'objet d'enregistrement au registre des traitements de l'Université Côte d'Azur sous la référence : UCA-I21-075, en date du 19 octobre 2021

La délivrance du présent récépissé d'enregistrement au registre des traitements de données à caractère personnel d'Université Côte d'Azur, permet au demandeur de mettre en œuvre le traitement ci-dessus désigné. Elle atteste de la conformité du traitement aux prescriptions du RGPD sans constituer une validation en opportunité du recours à des services connexes qui demeure conditionné à l'approbation de leurs responsables (ex. usage de listes de diffusions, accès direct à des services ou données opérationnelles, ...)

Elle ne l'exonère pas du respect des dispositions du RGPD portant notamment sur l'obligation d'informer les personnes concernées de leurs droits (Art 12 et 13) de prendre, à son niveau, les mesures de sécurité appropriées pour assurer la confidentialité des données traitées (Art. 32) et d'informer, dans les meilleurs délais, le DPO de toute violation de données constatée (Art. 33).

Nice le 19 octobre 2021

Le Délégué à la protection des données  
D'Université Côte d'Azur  
[dpo@univ-cotedazur.fr](mailto:dpo@univ-cotedazur.fr)

Didier MARTIN

