



Insieme per la Ricerca PCDH19 - ets

SPONSORED RESEARCH CONTRACT

This Contract by and between with its principal offices in(the “Host Institution”) and , Insieme per la Ricerca PCDH19 ETS with its principal offices in Rome, via Angelo Poliziano, n. 8 ZIP 00184 (the “Charity”) is made under the following terms:

ARTICLE 1. PARTIES INVOLVED

This is a contract between the Host Institution and the Charity which are the Parties to the contract.

For Grants awarded to a PI or PI/Co-PI team, the Host Institution serves as the administrator of the grant and it will also hold the responsibility for the disbursement of the funds to other participating institutions, for the management of the budget, and the submission of all required documents and reports. It is expected that the Host Institution will enter into subcontracts with any other participating Institutions; copies of the original agreements among collaborating Institutions can be required prior to funding.

ARTICLE 2. STATEMENT OF WORK

The Host Institution will undertake the sponsored research project (the “Project”) entitled “.....” under the direction of, substantially in accordance with the proposed program and toward the goals set forth in the attached research proposal (the “Proposal” ,attached hereto as Attachment A and hereby made a part of this contract).

Any change in the scope of work must be approved in writing by both the Host Institution and the Charity. The Host Institution declares that the funding provided by the Charity will be used wholly for the Project “.....”.

ARTICLE 3. PERIOD OF PERFORMANCE

This Contract will take effect starting on and the Project shall continue for up to two (2) years or as provided in the Proposal (the “Project Period”) unless otherwise amended or extended by mutual written agreement of the Parties.

ARTICLE 4. PROJECT COSTS/AWARD

It is agreed that the costs to the Charity for this Contract shall not exceed EUR

The Host Institution’s budget is set forth in Attachment A .

ARTICLE 5. INVOICE SUBMISSION AND PAYMENTS

Upon acceptance of this Contract by the Parties, the Host Institution will invoice the Charity in accordance with the following schedule and for the aggregate stated amounts not to exceed EUR..... (the “Award Amount”):

€ of the Award Amount upon signing the contract will be paid to the Host Institution and will be invoiced to the Insieme per la Ricerca PCDH19 ETS.

€of the Award Amount twelve (12) months following the starting date of the Project will be invoiced to the Insieme per la Ricerca PCDH19 ETS and will be paid to the Host Institution subject to the receipt of the written progress and of the report statement of expenditures, as provided in the following Article 7 and however subject to the achievement of the objectives indicated in the Gantt set forth in Attachment A.



€of the Award Amount twenty-four (24) months following the starting date of the Project will be invoiced to the Insieme per la Ricerca PCDH19 ETS and will be paid to the Host Institution subject to the receipt of the final written progress and of the report statement of expenditures, as provided in the following Article 7, and however subject to the achievement of the objectives indicated in the Gantt set forth in Attachment A.

Any balance of funds unexpended, at the conclusion of the Project Period must be returned to the Charity.

ARTICLE 6. TITLE TO EQUIPMENT

Title to all equipment, materials and supplies purchased under this Contract shall vest in the Host Institution at the time of acquisition of the items.

ARTICLE 7. DELIVERABLES/REPORTS

The Host Institution shall provide a written progress report about the achievement of the objectives indicated in the Gantt and a statement of expenditures complete with expense receipts to Charity every six (6) months during the Project Period. A final written progress report including final report statement of expenditures shall be submitted at the completion of the Project. Each statement of expenditures must include both Host Institution's own expenditures (if any) and expenditures funded by Charity. The Host Institution shall be available to discuss with Charity the Charity's requirements for reports and updates on the progress and direction of the Project. Any modification to the project and budget must be previously authorized by the Charity. The Host Institution shall also provide a non-confidential progress report in "lay language " to be published on the Charity's website.

ARTICLE 8. RECORDS

The Host Institution shall maintain such records and accounts necessary to assure a proper accounting of all Project funds. These records shall be available to Charity or any of its authorized representatives during the Project Period, and for three (3) years after completion of the Project. In the event of audit or dispute, records and accounts will be retained until resolution thereof.

ARTICLE 9. PUBLICATION

The Host Institution reserves the right to publish the results of the Project. Before publishing, however, the Host Institution shall notify Charity of its intention to publish. The Host Institution shall acknowledge Charity and Charity's Sponsors (if any) as having provided the funding for the Project in all publications arising from the Project and in Host Institution's Annual Report. Before publishing the results, the Host Institution must send the Charity a confidential draft of the proposed disclosure thirty days before publication. During these thirty days the Charity will have the right to ask the Host Institution to postpone the publication up to a maximum of sixty days in order to discuss issues concerning eventual patenting.

ARTICLE 10. INTELLECTUAL PROPERTY

It is expressly agreed that neither the Charity nor the Host Institution transfers by operation of this Contract to the other Party any patent rights, copyrights, processes, inventions and other proprietary intellectual property of any nature ("Intellectual Property") either Party owns as of the commencement date of this Contract, except as specifically set forth herein. The Host Institution retains all ownership to any Intellectual Property of any nature developed as a result of the research or investigation conducted under this Contract. The Host Institution hereby grants Charity a non-exclusive, royalty free, perpetual license to use any Intellectual Property of any nature developed as a result of the research or investigation conducted under



this Contract for research purposes. If the Charity desire to use the Intellectual Property for other purposes, and the Host Institution is not then using the Intellectual Property for such other purposes, the Charities may use the Intellectual Property for such other purposes on the same basis as use for research purposes after giving the Host Institution ninety (90) days written notice of the Charity intent to use the Intellectual Property for such other purposes, unless the Host Institution, within such ninety (90) day period gives written notice to the Charity that it will commence the use the Intellectual Property for such other purposes within the next ninety (90) day period.

ARTICLE 11. SUSTAINABILITY OF THE RESEARCH PROJECT

It is expressly agreed that after the Project Period, Charity must be free to decide whether to pursue the research with Host Institution for additional periods of time or to assign the results of the research to another entity. As a consequence, all data resulting from the Project must be included in the final progress report as provided in Section 7 with the objective of fully enabling the Charity to carry on the research independently from the Host Institution, and, therefore, must contain all the information and details which are necessary and opportune to actually fulfill said objective.

ARTICLE 12. CONFIDENTIAL INFORMATION AND PERSONAL DATA

The Host Institution and the Charity shall use their best efforts to protect the confidentiality of proprietary information provided by the other Party and identified in writing as confidential and proprietary and any Intellectual Property that is developed as a result of the research conducted under this Contract. This obligation of confidentiality shall not apply to information which (a) is or becomes known publicly through no fault of the other Party; (b) is obtained or learned by the receiving Party from a third Party entitled to disclose it; (c) is already known to the receiving Party at the time of disclosure, as shown by the receiving Party’s prior written records; or (d) is developed by the receiving Party independent of any disclosure made hereunder. This obligation of confidentiality does not apply when such disclosure of information is required by law. All personal data transferred during the performance of the contract will be processed only for the purposes indicated in the contract as well as in compliance with all relevant and applicable legislation and ethical requirements. Except for the purposes of the Research Project, as described in Annex A, personal data will not be further transferred, distributed to third parties or otherwise used without the prior written authorization of one Party to the other Party.

ARTICLE 13. NOTICES, INVOICES AND PAYMENT

Notice, Invoices, and other communications with the Charity shall be addressed as follows:

*Insieme per la Ricerca PCDH19 ETS, via A. Poliziano, n. 8 00184 Rome, Italy
to the attention of: _Francesca Squillante
e-mail: insiemepcdh19@yahoo.it*

Payments and other communications with the Host Institution shall be addressed as follows:

.....
e-mail:.....



ARTICLE 14. RELATIONSHIP OF PARTIES

The relationship of the Host Institution to the Charity shall be that of an independent contractor and nothing contained in this Contract shall be construed to create the appearance of an employer/employee relationship or joint venture among the Parties. The Host Institution shall have no authority to represent itself as an agent of the Charity or to bind the Charity for any obligation or expense not specifically stated in this Contract.

ARTICLE 15. ASSIGNMENT

This Contract shall not be assigned by either Party without the prior written approval of the other Party.

ARTICLE 16. CONTRACT MODIFICATION

Any agreement to change the terms of this Contract in any way shall be valid only if the change is made in a writing signed by the authorized representatives of the Parties hereto.

ARTICLE 17. TERMINATION CLAUSE

Each Party may terminate the contract if the other Party fails to comply with all applicable law.

Each Party has the right to terminate the contract if the other Party does not comply with the obligations deriving from this contract and fails to remedy it within 30 days after receipt of a written notice from the other Party.

ARTICLE 18. APPLICABLE LAW AND DISPUTE RESOLUTION

This Contract shall be governed by the laws of the State of Italy. Any dispute that cannot be resolved by the Parties shall be finally resolved by the Court of Rome and the Parties consent to the jurisdiction of such Court to resolve any such dispute.

ARTICLE 19. ENTIRE CONTRACT

This Contract and attachments hereto contain the entire agreement between the Parties (Host Institution and the Charity). All modifications must be in writing and signed by the duly authorized officials of the Parties. No oral agreements or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Contract.

ARTICLE 20. COUNTERPARTS

This Contract may be signed by the Parties in counterparts, which, taken together, shall constitute the Contract among the Parties.

FOR Host Institution _____

By:

Title:

FOR Insieme per la Ricerca PCDH19 ETS _____

By: Francesca Squillante

Title: President

Date