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AGREEMENT

This agreement (“**Agreement**”) is entered into on [redacted] between

International Foundation Big Data and Artificial Intelligence for Human Development, with registered office in Bologna, Via Galliera 32, VAT No. 03863331207 and Tax Registration No. 9142240371, acting through its President Prof. Francesco Ubertini (the “**Foundation**”),

and
Name of partner 1, with registered office in [redacted], [redacted], Tax Registration No. and VAT No. [redacted], acting through the duly authorized [redacted] (“**Partner 1**”),

and
Name of partner 2, with registered office in [redacted], [redacted], Tax Registration No. and VAT No. [redacted], acting through the duly authorized [redacted] (“**Partner 2**”);

Partner 1 and **Partner 2** hereinafter collectively referred to as the “**Partners**”;

The Foundation, **Partner 1** and **Partner 2** can be hereinafter referred to individually also as the “**Party**” and collectively as the “**Parties**”.

Whereas

- (a) The Foundation, whose implementing regulation is attached to this agreement (the “**Agreement**”) as Annex 1 (the “**Regulation of the Foundation**”), has been awarded with the regional contributions following the approval of Regional Law No. 7 of 17 June 2019 on “Investments of the Emilia-Romagna Region in Big Data and Artificial Intelligence, Meteorology and Climate Change” (the “**Regional Law**”);
- (b) the Foundation, by virtue of the aforementioned Regional Law, was set up on 19 November 2019 with the aim of pursuing the objectives of consolidation, enhancement and promotion of scientific research and its interdisciplinary applications, with particular reference to big data and artificial intelligence, also through the collaboration with the Parties of this Agreement;
- (c) the research project named “[redacted]” (the “**Project**”, Annex 2) was submitted in the context of the Foundation’s Call for Proposals 2022 and was included by the Foundation as one of the winning projects in the Call for Proposals 2022;
- (d) in particular, the Project was submitted by [redacted] **name**, [redacted] **position**, with [redacted] (the “**Scientific Coordinator**”);
- (e) the Foundation and the Partners wish to regulate by means of this Agreement the achievement of the objectives set out in the Project.

In consideration of the above, the Parties agree as follows.

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Section 1 - Defined terms

For the purposes of this Agreement, the following terms have the meaning ascribed to them in this section, for the interpretation and implementation of the Agreement.

- (a) **“IP Background”**: works of authorship and other material protected under Law No. 633/1941 as amended, designs, models, inventions, utility models, semiconductor topographies, confidential information, plant varieties and any other intangible property protected under Legislative Decree No. 30/2005 as amended, and any other intangible property protected by Italian legislation, EU regulations and international laws governing intellectual and industrial property in case one of the Parties is the owner, co-owner or licensee of these rights before the execution date of this Agreement or before the beginning of the collaboration between the Parties under this Agreement, in case said collaboration starts earlier than the execution date of this Agreement;
- (b) **“Sideground IP”**: works of authorship and other material protected under Law No. 633/1941 as amended, designs, models, inventions, utility models, semiconductor topographies, confidential information, plant varieties, and any other intangible property protected under Legislative Decree No. 30/2005 as amended, and any other intangible property protected by Italian legislation, EU regulations and international laws governing intellectual and industrial property if said works or materials were created by one of the Parties during the validity of the present Agreement but not when implementing the Agreement and even if they fall within the same technical or scientific field covered by this Agreement;
- (c) **“Foreground IP”**: works of authorship and other material protected under Law No. 633/1941 as amended, designs, models, inventions, utility models, semiconductor topographies, confidential information, plant varieties and any other intangible property protected under Legislative Decree No. 30/2005 as amended, and any other intangible property protected by Italian legislation, EU regulations and international laws governing intellectual and industrial property if said works or materials were created or obtained by one of the Parties during the execution and/or implementation of the activities covered by this Agreement (the **“Activities”**) and/or the objectives specified in the Project;
- (d) **“Agreement”**: the present Agreement and its Annexes;
- (e) **“Project”**: the description of the Activities and objectives of the Parties, each in accordance with its capabilities and expertise, according to Annex 2, in the field of the research funded under the conditions set out in the Regional Law and in this Agreement;
- (f) **“Technical Committee”**: the committee of peers, consisting of the persons responsible for the Project and Development Timelines referred to in Section 4.5 below, which shall supervise, control and approve the Project and Development Timelines in accordance with the provisions of Section 4 below;
- (g) **“Supervisors”**: the persons indicated in Section 3.5 below;
- (h) **“Project and Development Timelines”**: the timelines set out for the Activities of design and development described in Annex 2 and defined therein;

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- (i) “**Contributions**”: the economic contributions awarded by the Foundation to the Partners according to the terms set out in Section 4 below, paid on the basis of the WPs detailed in Annex 2, upon delivery of the Technical Documentation;
- (j) “**Technical Documentation**”: the technical documentation to be prepared by each Partner in the course of the development and implementation of the Project, as specified below in Annex 3;
- (k) “**Commercial Agreements**”: any agreement allowing third parties to use the Foreground IP in any capacity (with the sole exclusion of sale);
- (l) “**Transfer of title Agreements**”: contracts relating to the transfer to one or more Parties and/or to third parties of any title or proprietary rights over the Foreground IP (such as, but not limited to, the assignment of title or proprietary rights, either definitively or merely temporarily, for consideration or free of charge, including security rights, the exchange for another asset and/or benefit, even if non-fungible);
- (m) “**Confidential Information**”: any information, data or knowledge of a technical scientific, commercial or financial nature that may have economic value because of its confidential nature, expressed in any form and/or saved in any format, communicated by one Party (disclosing party) to the other (recipient) in the course of the relationship covered by this Agreement and under the terms thereof, even if not specifically marked as “confidential” or “secret”.

Section 2 – Recitals and Annexes

The recitals and documents referred to in the Annexes of this Agreement form an integral part of this Agreement.

Section 3 – Activities of the Parties

3.1 The Parties undertake to develop the Project, as indicated in Annex 2. The Activities of the Parties shall be carried out according to the following Work-Packages (“WP”) and according to the details, procedures and deadlines expressly detailed in Annex 2.

3.2 The WP, in particular, shall aim to achieve the following results:

- (a) WP1: ...;
- (b) WP2: ...;
- (c) WP3: ...;
- (d) ...

The Scientific Coordinator shall perform their activity at ...; the Partners’ researchers shall perform their activity at

Each Partner declares that the respective contractual relationships with the members of its research team involved in the Project are in compliance with the terms of the present Agreement, with particular but not exclusive reference to the rights of the Parties with regard to the Foreground IP as set forth in Section 5 below and in compliance with section 65 of the

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Italian Legislative Decree 30/2005. In any case, each Partner undertakes to bind the members of its research team involved in the Project to comply with the obligations set forth in the present Agreement.

3.3 Each Party undertakes:

- a) to carry out with the utmost care and diligence the Activities falling within its competence in the Project, coordinating with the other Parties so that each may contribute consistently with the defined objectives and schedules;
- b) to disclose to the other Parties any information which is deemed necessary for the correct development of the scientific research Activities, it being understood that the Background IP and/or the Sideground IP shall only be used by any Party (i) with the prior express and written consent of the Party owning such Background IP and/or Sideground IP and (ii) strictly within the scope and for the purposes of this Agreement;
- c) to report to other Parties any critical issue(s) arising from the Activities;

For the entire term of this Agreement and for a period of 24 (twenty-four) months following its termination, each Partner also undertakes not to carry out or partake to research projects which are in direct or indirect competition with the Project.

3.4 The Foundation shall perform the Activities indicated in the Project and shall pay the contributions to the Partners ... for the Activities carried out by them, and in particular shall reimburse expenses and costs incurred by such Partners for the development of the Project under the terms of Section 4 below.

3.5 Each Partner shall designate a Supervisor for the Activities. The aforementioned Supervisors, separately from each other, are entrusted with the tasks outlined in Section 4.5. Therefore, the Partners designate as their Supervisor:

- for the Foundation: ...
- for ...: ...
- for ...: ...

In order to maintain an adequate level of coordination for the Activities and, in any event, in order to facilitate communications vis-à-vis the Foundation, the Partner designate ... as their Project Coordinator. The Project Coordinator shall have the tasks detailed under Section 4.2 below.

Section 4 – Contributions, Project and Technical Committee

4.1 The total cost for the implementation of the Activities envisaged in Annex 2 is valued by the Parties at € ...

The Parties mutually agree as follows:

- A. The Foundation shall partially fund the Project by paying Contributions of € ... (plus VAT as provided by law) to Partner ..., as consideration of costs and expenses incurred

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by said Partner for the Activities carried for the Project and upon delivery by ... of a periodical scientific and accounting report on said Activities, in accordance with the procedures set forth in Section 4.2 below. Such Contribution corresponds to ...% of the total cost of the Project;

- B. [If applicable: The Partner ... shall fund the Project with contributions amounting to € ..., through the employment and use of its own research staff and computing facilities. This Contribution corresponds to ...% of the total cost of the Project].
- C. [where applicable, repeat point B above for other Partners].

4.2 The Foundation shall pay the Contribution under Section 4.1.A to Partner ... for the Activities carried out under the Project subject to the delivery by said Partner of periodic reports of the Activities as detailed hereinbelow:

- (a) within 30 days of the execution of this Agreement and subject to the issuing by Partner ... of the relevant invoice, the Foundation shall pay to Partner ... the amount of € ... (plus VAT as applicable by law), as an advance payment; the reports due for this part of Contribution, paid as an advance payment, shall be submitted on ..., which is the date set for the first round of reports;
- (b) by way of mere reimbursement of costs and expenses incurred, subject to the submission of the relevant report of actual and duly documented costs, the Foundation shall pay to each Partner, upon issuance of the relevant invoice, a Contribution up to a maximum of € ... (total amount in words) (plus VAT as required by law) for each Partner. This Contribution shall be paid within 30 days from the submission of the accounting reports by each Partner containing details of the costs and expenses incurred for the Project. The Foundation reserves the right to request from the Partner appropriate supporting documents, which shall be the Partner's responsibility to keep and provide to the Foundation. If the Partner fails to produce the supporting documents for the costs and expenses requested by the Foundation, the Foundation reserves the right not to reimburse the costs and expenses that are not supported by appropriate documentation. For each calendar year, accounting and scientific reports are due on the following dates:
- 15 April;
 - 15 October;
 - 15 December;
- (c) the remaining portion of the Contribution to be paid by the Foundation shall be awarded following the submission to the Foundation by Partner ... of the accounting report at the end of the Project, *i.e.* within 30 days from the end of the Project, as established by the Technical Committee under Sections 4.5 and 4.6 below, provided that the Activities are successfully completed in accordance with Sections 4.5 and 4.6 below.

The Parties understand that, with reference to each of the reports indicated in the above points, the Contributions shall in any case be paid up for the amount of the costs and expenses actually incurred and duly reported by Partner ...

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..., as Project Coordinator, shall be responsible for supervising and coordinating the aforesaid reporting in accordance with the instructions provided by the Foundation, as well as for submitting the Partners' reports to the Foundation by the deadlines indicated above. To this end, each Partner undertakes to submit to the Project Coordinator the documents certifying the expenses and the costs incurred within the deadlines set by the Coordinator in accordance with the reporting schedule indicated above, for the purpose of subsequent payment of Contributions by the Foundation.

..., as Project Coordinator, shall be also responsible for transferring to each Partner the relevant Contributions paid by the Foundation. The transfer of Contributions' funds shall take place only after actual payment by the Foundation. In any case, the Parties understand that the suspension or revocation or delay in the disbursement of funds by the Foundation to ... shall result in the related temporary and/or final discharge of ... from the obligation to transfer the amounts due to the other Partners.

4.3 The above Contributions, as detailed in Section 4.1.A above, shall be paid by the Foundation to ... in accordance with the terms and conditions set out in Section 4.2 and by bank transfer to the following bank details:

For ...:
account holder: ...
bank: ...
IBAN: ...
Swift code: ...

For ...:
account holder: ...
bank: ...
IBAN: ...
Swift Code: ...

4.4 The Foundation shall also carry out part of the activities of dissemination for scientific purposes as set forth in Annex 2.

4.5 The Supervisors indicated under Section 3.5 above shall form a Technical Committee.

Each Party may replace its own Supervisor, even on temporary basis and at any time, without the prior consent of the other Parties. The Parties understand that the Party which has such a replacement shall promptly notify in writing the other Parties the name of its new Supervisor. The Supervisors are entrusted with the following tasks:

- a) coordinating and checking the performance of the Activities of the Party respectively represented;
- b) evaluating and agreeing from time to time on the technical choices necessary for the performance of the Activities;

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- c) resolving any issues that may arise among the Partners by taking any appropriate decisions;
- d) carrying out supervision and control activities on the performance of the Activities, both individually and jointly;
- e) coordinating information flows between the Parties (e.g. in relation to information which shall be received from each Party for the best performance of the Activities);
- f) coordinating with each other on the progress of the Activities also for the purposes of the provisions of Section 4.6 below;
- g) jointly evaluate the conclusion of the Project design phase and the development of the research Activities.

During the course of the Activities, the Parties agree that they shall hold a meeting at least every 2 (two) months in the presence of the Supervisors. During such meetings the Partners shall deliver to the Foundation detailed and updated reports on the Activities carried out and on the progress of the Project and Development Timelines, together with a copy of the Technical Documentation, including any drawings, plans, reports and calculation drawings. In the event of early termination of this Agreement, each Partner shall submit to the Foundation a detailed report of the Activities carried out and on the progress of the Project up to the time of termination, together with a copy of the above-mentioned Technical Documentation. All said material shall become the property of the Foundation subject to the provisions of Section 5 below.

The Project and Development Timelines shall be deemed completed once the Supervisors, meeting in the Technical Committee, have assessed and have agreed that the Activities carried out up to that date have been successfully completed, giving their written approval to the carrying out of subsequent Activities.

In the event of early termination of the Agreement due to withdrawal or default by the Foundation, the Parties agree that costs and expenses incurred and reported by each Partner shall be recognized to each Partner for the parts of the Activities deemed successfully completed up to the date of early termination and up to the maximum amount that can be paid for each Partner.

[Where there are Universities among the Partners: It is understood between the Parties that costs and expenses (excluding those for research grants) shall necessarily be made by the last date for reporting and that the monthly payments for research grants not accounted for shall in any case be made available to the Partner]

4.6 Notwithstanding the above, the Parties understand that the Project and Development Timelines shall in any case be considered as definitively approved if the Parties express their written agreement to this effect, regardless of the judgement expressed by the Technical Committee, which shall be obliged to submit any disagreements that the Technical Committee has not been able to settle in writing to the Parties after 15 (fifteen) days from the date on which such disagreements arose.

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Should the Supervisors or the Parties fail to agree on the Project and Development Timelines within 30 (thirty) days from the date on which the proposal for a decision was sent in writing to the other Supervisor (or, in the event of agreement between Supervisors, to the Parties), such issues shall be decided with fair judgment by a third-party and independent arbitrator appointed, pursuant to section 1349 of the Italian Civil Code and at the request of the most diligent Party, by the President of the Court of Bologna from among the members with proven experience in the sector ..., who shall render his or her opinion within 60 (sixty) days of the appointment.

Section 5 - Intellectual property and rights of the Parties

A) Ownership shares

5.1 Each Party is the owner of the intellectual and industrial property rights related to its Background IP.

Each Party may have access to the Background IP of another Party only if expressly authorised in writing by such Party and for the time and to the extent necessary to carry out the Activities. The Parties mutually acknowledge that nothing in this Agreement shall be construed directly or indirectly as an implicit transfer of any right to the Background IP of each Party.

Each Party shall also keep ownership rights of its own Sideground IP.

The Sideground IP belonging to each Party cannot be accessed or used by the other Party without the express written permission of its owner.

The Parties mutually acknowledge that nothing in the present Agreement shall be construed directly or indirectly as an implicit transfer of any right of the Sideground IP of the Parties.

5.2 In consideration of the material and economic efforts borne by the Foundation and the Partners with regard to the Project, the Foreground IP will be shared property of the Foundation and of the Partners on the basis of the following percentages:

- (a) the Foundation shall own ...% (... percent);
- (b) the Partner ... shall own ...% (... percent);
- (c) the Partner ... shall own ...% (... percent);

In case the Foundation and the Partners, at the completion of the Activities and the Project, consider that the abovementioned shares of property of the Foreground IP do not reflect the actual material and economic efforts borne by each Party (e.g., but not limited to, in case the Project takes longer to complete than provided in Annex 2), the Foundation and the Partners shall agree on the new shares of property of the Foreground IP by means of a written agreement. Should the Foundation and the Partners not find an agreement on the new shares of property of the Foreground IP within 90 (ninety) days from the date on which the most diligent Party has sent a formal written request to the other Parties in this regard, such matter shall be decided on an equitable basis by an independent third party appointed by the President of the Court of Bologna pursuant to section 1349 of the Italian Civil Code upon request of the most diligent Party.

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In any case, the Foundation – also in light of the fact that it shall take care of any aspect, costs, and expenses related to obtaining, keeping and protecting the Foreground IP – shall own shares of property of the Foreground IP that cannot be lower than 30% (thirty percent).

The provisions of this Section 5.2 shall also apply to intellectual property rights created, also jointly, or undertaken or acquired by the Foundation and the Partners, also through any service providers, within 6 (six) months from the termination date of the Project and which are directly and unmistakably related to the Activities covered by this Agreement.

B) Protection of the Foreground IP

5.3 The Foundation may independently proceed, as indicated in this Section 5.3 and at its own costs, with the filing and subsequent extension of any application concerning the Foreground IP, provided that all the Partners are notified, pursuant to Section 14, at least 45 (forty-five) days prior to the filing of such application, and that all the Partners are indicated as joint owners, without prejudice to the moral rights of the author and inventor pursuant to the applicable laws.

It is understood that if the Foundation does not wish to apply for the protection of the Foreground IP, or its subsequent extension, the Foundation shall notify each Partner, who shall then state if they wish to proceed for such protection, bearing any cost related to such protection. In such event, the Partner(s) wishing to apply bearing their own costs may independently register and/or extend the protection of the Foreground IP.

In any case and even at a later stage, if any Party declares not to be interested in the extension, in all or even only in some countries, such Party shall transfer the extension rights of the Foreground IP free of charge to the other Party(ies), retaining ownership of its share only in the countries in which such Party participates in the costs. In this case, such Party shall provide all administrative and legal information, signatures and powers necessary for such extension(s), so that the Party(ies) concerned may carry out the extension(s) in their own name and at their own costs. The Party(ies) who have not participated in the extension of the Foreground IP in any country(ies) shall waive any property rights arising therefrom in such country(ies).

The Parties also agree that in the event one of the Parties is not interested in maintaining the Foreground IP, in all or part of the countries in which an application has been filed with its support, said Party shall give written notice to the other Parties at least 60 (sixty) days prior to the due date for payment of the relevant fees. Any Party that has not participated in the above procedures in a particular country(ies) shall waive any property rights arising therefrom in such country(ies).

In case the protection of the Foreground IP through legal action, in all or even only some countries, becomes necessary:

(i) each Party shall keep ownership of its share only in those countries where it participates in costs for the extension and for the legal protection;

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(ii) where a Party has not participated in the extension and/or legal protection of the Foreground IP in a particular country, it shall waive any property rights arising therefrom in that country in favour of the other Party(ies) that has/have done so.

In the latter case, such Party shall provide all necessary administrative and legal information, actions and powers to carry out such extension and legal protection by the Party(ies) who wish to proceed to the extension and/or to the legal protection in their own name and bearing their own costs.

With reference to the aforementioned participation to the protection of the Foreground IP and to the costs thereof, the Parties wish to clarify that:

a) the provisions of points (i) and (ii) above shall not apply in cases where the legal action brought or otherwise supported by one or more Parties is solely for the purpose of obtaining any kind of compensation for the infringement by a third party of the IP Foreground. In such cases, the participation of the other Parties in the litigation shall be optional; for this reason, the benefits and costs of such actions shall be respectively retained and/or borne solely by the Parties that have participated in such legal action;

b) if the legal action relating to the Foreground IP concerns, even partially, the protection and/or maintenance of the Foreground IP (and therefore also to possible injunctive proceedings against third parties), each Party may decide not to participate in such litigation. In this case, however, the Parties that have participated in the litigation also in the interest of the other Parties shall not bear the costs except for their share of the Foreground IP. Therefore, if at the outcome of such litigation the Parties who have joined have not obtained an order for full or partial reimbursement of the legal costs (due to the lack of a court order ordering the full payment or due to the lack of payment by the other party), such Parties may request the Parties that have not participated in the litigation to pay them the amounts of the legal costs incurred and not reimbursed according to the respective share of ownership of the Foreground IP.

If the Parties to whom such a request is addressed have not done so within 30 (thirty) days thereafter, the provisions of paragraphs (i) and (ii) above shall apply.

C) Use of Foreground IP

5.4 The Foundation and each of the Partners shall have right to use and enjoy the Foreground IP within the boundaries of the respective areas of interest as set forth below:

(i) for the Foundation: considering the role of utmost importance of the Foundation for the Project, the Foundation may use the Foreground IP for general commercial purposes, as indicated under Section 5.5 below, as well as within the framework of other projects promoted by the Foundation;

[examples:

(ii) for Partner ... [if scientific research is the main activity of the Partner]: ... may use the Foreground IP for the purpose of scientific research in areas different from the areas of the Project, scientific publication, educational and promotional purposes;

(iii) for Partner ... [business Partner]: industrial research and business applications. This license shall be for consideration, unless otherwise agreed with the Foundation.]

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5.5 The Foundation shall be free to enter into Commercial Agreements and, in such cases, any advantage, be it economic in nature or otherwise, shall be entirely retained by the Foundation, in consideration of its ideal and non-profit purposes and in order to raise resources to promote scientific research projects.

On the other hand, if a Partner wishes to enter into a Commercial Agreement, any offer from a third party shall be communicated to the Foundation pursuant to Section 14 below. The Foundation shall have a right of first refusal on the same economic and financial terms offered by such third party. The right of first refusal shall be exercised by the Foundation within 90 (ninety) days of receipt of the notice of such offer. Any Commercial Agreement concerning the Foreground IP entered into by a Partner shall not be valid if the Foundation has not been notified of the aforementioned offer within 15 (fifteen) days of receipt thereof.

If the Foundation fails to exercise its right of first refusal as set forth in the previous paragraph, any revenues deriving from Commercial Agreements entered into by a Partner shall be shared between the Foundation and said Partner on the basis of the respective shares of ownership of the Foreground IP indicated in Section 5.2 above, in accordance with the provisions of Section 5.3, after deduction of costs and expenses incurred by such Partner for the negotiation and execution of said Commercial Agreements (provided that the Partner is able to show appropriate supporting documentation of such costs and expenses).

5.6 As regards the transfer of ownership rights over the Foreground IP, any offer for Transfer of title Agreements from third parties shall be communicated to the other Parties in accordance with Section 14 below.

Each Party shall have a right of first refusal on the same economic and financial terms as notified to the Party to which the offer was made (such right of first refusal, if exercised jointly by one or more Parties, shall be exercised in proportion to their respective ownership shares of the Foreground IP). Such right of first refusal must be exercised by the Party(ies) concerned within 90 (ninety) days of receipt of the offer. Any Transfer of title Agreements concerning the Foreground IP entered into by a Party shall not be valid if such offer has not been promptly notified to the other Parties in accordance with the provisions of Section 5.5 above.

In the event that the right of first refusal referred to in the preceding paragraph is not exercised by the interested Party(ies), any revenues deriving from Transfer of title Agreements shall be shared between the Foundation and the Partner(s) according to their respective shares of ownership of the Foreground IP indicated in Section 5.2 above, and in any case in accordance with the provisions of Section 5.3, after deduction of the costs and expenses incurred by any Party for the negotiation and execution of said Transfer of title Agreements (provided that such Party is able to show appropriate supporting documentation of such costs and expenses).

Section 6 - Trademarks

Neither Party shall use the trademark and/or name of the other Party and/or its divisions as distinctive signs or for advertising purposes, unless specifically authorized in writing by the other Party. The foregoing does not include the free legal use, pursuant to section 21 of Italian

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Legislative Decree 30/2005, of the sole use of the name for descriptive purposes, provided the given information is true and the other Party is previously communicated.

Section 7 – Warranty and indemnity

7.1 The Partners guarantee that the Project will be designed, developed and implemented in compliance with current Italian and European Union legislation.

7.2 The Partners undertake to comply with any requirement set forth by the European Union legislation and by the applicable national legislation on safety in the workplace in order to carry out the Activities. The Partners also undertake to comply with any applicable technical regulations regarding the Project. Each Partner is required to verify and ensure that Background IP, Sideground IP, Foreground IP, as well as the Activities, do not infringe the intellectual or industrial property rights of third parties and undertakes to indemnify and hold harmless the Foundation in this regard.

7.3 The Partners guarantee that the Activities and the Project are compliant not only with the regulations mentioned in the previous Section 7.1, but also with the standards corresponding to the state of the art at the time the Project is implemented. The Partners, therefore, undertake to indemnify and hold the Foundation harmless *(i)* from any damage that the latter may suffer in relation to any lack of compliance of the Project with the same regulations and/or standards that can reasonably be expected, as well as *(ii)* from any claim or action that the Foundation may suffer from third parties in relation to accidents or damages or liabilities deriving from any lack of compliance of the Project with the regulations mentioned in the previous Section 7.1 and/or with the standards corresponding to the state of the art at the time when the Project was implemented.

Section 8 – Assignment of the Agreement

This Agreement cannot be assigned to third parties, not even in part and as a result of transactions involving a Party (such as, but not limited to, mergers, demergers, business transfers, etc.), except for the prior written agreement between the Parties. In the absence of prior written authorisation from the Foundation, the Partners will not be able to entrust the execution of the Activity to third parties, not even in part.

Section 9 – Confidentiality

9.1 Upon signing this Agreement, the Parties expressly undertake, also on behalf of their employees and/or collaborators pursuant to section 1381 of the Italian Civil Code, for the entire duration of this Agreement and for a period of 5 (five) years from its termination for any reason, that: (a) they shall not disclose the Confidential Information and refrain from making it accessible to third parties in any way; (b) they shall use all the appropriate means and take the necessary action or act reasonably in order to ensure that the Confidential Information is not made available to third parties; (c) they shall not use the Confidential Information for different reasons or for reasons that fall outside the scope of this Agreement; (d) they shall not duplicate, copy, reproduce, record or represent, except to the extent necessary for the implementation of

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this Agreement and with the express consent of the Party owning the Confidential Information, in whole or in part, any files, deeds, documents, lists, records, notes, charts, plans, correspondence or any other material that includes Confidential Information; (e) they shall immediately return or destroy, upon written request of the Party owning the Confidential Information, any files, deeds, documents, lists, records, reports, notes, charts, programs, letters or any other materials including copies or reproductions thereof containing Confidential Information, unless there is a legal obligation to keep such information; (f) they shall immediately return or destroy, upon termination for any reason of this Agreement, any file, deed, document, list, register, report, note, chart, program, letter or any other material containing Confidential Information including their copies or reproductions, unless there is a legal obligation to keep such information.

9.2 The receiving Party is discharged from the above confidentiality obligations if they are able to prove, alternatively, that:

- (i) the Confidential Information has been already made public by other means than breach of the present obligations;
- (ii) the disclosing Party has informed the recipient that the information should no longer be considered confidential;
- (iii) the Confidential Information was disclosed to the recipient in good faith by a third party who is in legitimate possession of the Confidential Information and has full right to disclose it;
- (iv) the Confidential Information was developed by the recipient independently of any disclosure by the disclosing Party, or the Confidential Information was already known to the recipient prior to disclosure.

9.3 These provisions shall not apply if the recipient is required to communicate or disclose the Confidential Information pursuant to an order of a governmental authority or regulation or to a legal requirement or administrative regulation or in order to comply to any other act of public authorities. In such cases, prior to communicating or disclosing the Confidential Information in question, the recipient shall promptly notify the disclosing Party in writing of such communication or disclosure, so that the latter may take action, to the extent permitted by such order or requirement, or seek to limit the disclosure of such information.

Section 10 - Force Majeure

10.1 Force majeure means any unforeseeable act or event, independent of the will of the Parties, beyond their control and which cannot be remedied promptly (such as, merely by way of example, pandemic, turmoil, riot, fire, sabotage, explosion, natural disasters, governmental authority measures, strike, embargo, inability to obtain supplies).

10.2 The Parties undertake to promptly and mutually inform each other of the occurrence of circumstances of force majeure that do not allow the regular fulfillment of the activities referred to in the Project (Annex 2). Upon the occurrence of a force majeure event, the activities that cannot be carried out for this cause are automatically extended, without penalty, for a period corresponding to the duration of the force majeure event, excluding any compensation for damages (including any penalties) due by the Parties.

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10.3 Where the force majeure event lasts for more than 180 (one hundred and eighty) days, the Agreement may be considered terminated for this reason and each Party may reserve the right to notify the termination of the Agreement to the other Party.

Section 11 - Duration and early Termination of the Agreement

11.1 The present Agreement shall be effective from the execution date and for a period of **1 (one) year**, unless the Parties agree its renewal in writing. Upon expiry, this Agreement may be renewed by the Parties by mutual agreement. The Party interested in the renewal may send a written and motivated request by certified e-mail or registered letter with return receipt to the other Parties at least 30 (thirty) days before the expiry of the original term. The other Parties must express their acceptance in writing, and with the same methods, no later than 30 (thirty) days from the date of receipt of the aforementioned request, in the absence of which the duration of the Agreement shall not be deemed as extended.

11.2 The Parties agree that, in the event of breach of the obligations provided for in Sections 2 (“Activities of the Parties”), 3 (“Contribution and Project”), 5 (“Intellectual property and rights of the Parties”), 7 (“Warranty and indemnity”) 8 (“Assignment of the Agreement”) and 9 (“Confidentiality”), they may notify the Party(ies) in breach to comply with their obligation within 15 (fifteen) days of receipt by means of registered letter with return receipt or by certified email at the addresses referred to in Section 13 below. Once this term has elapsed without remedy of the breach by the defaulting Party, the Agreement shall be deemed as terminated with regard to such Party only.

In the event of termination by the Foundation or for the reasons referred to in Section 10.3, the Partners shall be reimbursed with costs incurred and correctly reported up to the date of early termination for the parts of the Activities regularly fulfilled and reported in accordance with the procedures set out in Section 4 above.

Section 12 - Applicable law and Jurisdiction

This Agreement is governed by Italian law and any disputes between the Parties shall be subject to the exclusive jurisdiction of the Court of Bologna.

Section 13 - Miscellaneous

13.1 The Parties mutually acknowledge that they are informed that the personal data provided for the pre-contractual activity or otherwise collected as a result and in the course of the execution of this Agreement, are processed exclusively for the purposes of the Agreement. The Partners acknowledge that they have read and understood the information on the processing of personal data by the Foundation referred to in Annex 4 of this Agreement.

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13.2 This Agreement constitutes the entire agreement between the Parties with respect to the provisions of the Agreement and supersedes any previous agreement or contract, verbal or written, between the Parties regarding the same Agreement.

Annexes 1 (“Regulation of the Foundation”), 2 (“Project”), 3 (“Technical Documentation”) and 4 (“Information on the processing of personal data”) form an integral part of this Agreement.

13.3 For the purposes of the Agreement, the Parties will respectively operate as completely independent subjects; the Parties expressly exclude, in fact, any intention to establish partnerships or joint ventures between them. None of the Parties shall have the right to bind the other Parties towards third parties and that each Party shall be solely and exclusively liable for acts or facts of its employees, agents and/or collaborators and shall bear all costs and expenses arising from their own activities.

13.4 Any amendment to this Agreement shall be valid and effective if made by mutual agreement and in writing by the Parties.

13.5 Any waiver by a Party of any right or power granted to it under this Agreement shall not be construed as a definitive waiver of the ownership of said rights or powers.

13.6 The invalidity of one or more provisions of the Agreement shall not result in the invalidity of the entire Agreement. The Parties in such circumstance agree to amend in good faith the affected clauses and/or provisions so that they may be deemed valid and effective and so that they have to the extent possible the same effect of the amended clause.

13.7 For the purposes of this Agreement, each Party shall be, at its own expense and for the entire duration of this Agreement, insured for vicarious liability for acts of its employees attending the premises of any other Party and/or of a third party.

Each Party does not necessarily need to enter into new insurance policies provided that they already have adequate insurance policies which cover such kind of liability.

Non-existence or inapplicability of the insurance policy does not exempt the Parties, in whole or in part, from any kind of liability.

Each Party may require any other Party to prove compliance with the terms of this clause at any time during the validity of this Agreement.

The aforementioned insurance policy must cover damages caused to third parties (including any other Party) as a result of an event that occurred in relation to the Activities carried out, provide for a minimum limit of Euro ... (total amount in words / numbers) per claim and per person, and also include the guarantee of civil liability towards service providers (RCO) for a minimum limit of Euro... (total amount in words / numbers) per claim and Euro... (total amount in words / numbers) per person.

Section 14 - Communications

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For the purposes of this Agreement, the Parties agree that communications shall be made by certified e-mail or by registered letter with return receipt to the persons and at the addresses specified below:

For the Foundation:

to the attention of: Mr. Marco Becca

Address: via Galliera, 32, Bologna

Certified e-mail: bigdatafoundation@pec.it e-mail: projects@ifabfoundation.org

For Partner ...:

to the attention of: ...

Address: ...

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

For Partner ...:

to the attention of: ...

Address: ...

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

This Contract may be registered in accordance with the Italian Presidential Decree No. 131 of 26 April 1986, at the expenses of the requesting Party.

The stamp duty shall be paid by the Foundation.

For the Foundation:

For ...:

For ...:

For the purposes of sections 1341-1342 of the Italian Civil Code, each Partner expressly approves the following provisions of this Agreement: Section 3 (Activities of the Parties); Section 5 (Intellectual property and rights of the Parties); Section 7 (Warranty and indemnity); Section 8 (Assignment of the Agreement); Section 10 (Force Majeure); Section 11.2 (Termination Clause); Section 12 (Applicable law; Jurisdiction); Section 13.4 (Amendments to the Agreement); Section 13.6 (Severability Clause).

For ...:

For ...:

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Annexes:

- 1) Regulation of the Foundation;
- 2) Project;
- 3) [if applicable: Technical Documentation];
- 4) Information on the processing of personal data.

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Annex 1

Implementing Rules to the Bylaws of the International Foundation Big Data and Artificial Intelligence For Human Development, consolidating the guidelines on the economic and legal assessment of the research project deliverables resulting from the Foundation's pursuit of its institutional purposes

International Foundation Big Data and Artificial Intelligence For Human Development, having its registered offices in Bologna, via della Zecca 2, VAT code no. 03863331207 and Tax code no. 91422420371, hereby represented by its President having the necessary powers hereto Mr. Pier Luigi Ungania (hereinafter referred to as the "**Foundation**").

Whereas:

- the 'International Foundation Big Data and Artificial Intelligence For Human Development' was established on November 19, 2019 as an Italian *fondazione di partecipazione* by means of its articles of incorporation and a deed of endowment, to which the Bylaws were attached as Annex B (the "**Bylaws**");
- to evolve and expand the Foundation's activity, it is required that in pursuit of its purposes it avails itself of the work and/or of the services of its **Members** (meaning Founders and Co-Founders, pursuant to article 9.4 of the Bylaws, and/or Participants, pursuant to article 9.5 of the Bylaws) and/or of **Third Parties** (meaning any person other than the Members), thus remunerating their related undertakings;
- this approach is authorized under Articles 5-7 of the Emilia Romagna Regional Statute no. 7 dated June 17, 2019 concerning the "Investments of the Emilia Romagna Region in Big Data and Artificial Intelligence, Meteorology and Climate Change" (hereinafter simply referred to as the "**Statute**"), according to which the Foundation pursues objectives of consolidation, enhancement and promotion of scientific research and of its related interdisciplinary fields, with a particular focus on big data and artificial intelligence, "*also by way of acting in co-operation with other persons or entities*";
- moreover, as stated in the Emilia Romagna regional Resolution No. 1782 issued on October 21, 2019 (hereinafter the "**Resolution**"), the Foundation declares to qualify as a research organization in accordance with the provisions under article 2.1 of the EU Communication from the Commission concerning the "Framework for State aid for research and development and innovation" (2014/C 198/01) dated June 27, 2014;
- from this perspective, these Implementing Rules to the Bylaws (hereinafter simply referred to as the "**Rules** ") are central to consolidating the guidelines on the economic and legal assessment of the research project deliverables, associated both to Members and Third Parties whether or not they have actually participated to the specific activities leading to the production of the relevant research project deliverable;
- for the purposes of these Rules, (i) "**Research Project Deliverables**" shall mean the set of copyrighted works and other material protected by copyright under the Italian Statute no. 633/1941 as amended, designs, models, inventions, utility models, semiconductor topographies, confidential information, plant varieties and any other

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intangible asset protected under the Legislative Decree no. 30/2005 as amended, and any other intangible assets protected under domestic legislation, EU regulations and international laws governing intellectual and industrial property rights, when produced or obtained by parties participating to a project through any form of cooperation with the Foundation, while carrying out and/or implementing project activities, **(ii) "Agreement"** shall mean any legal relationship entered into between the Foundation together with partners and/or suppliers, aimed at obtaining Research Project Deliverables, and **(iii) "Business contract"** shall mean any contract entitling Members and/or Third Parties not engaged in the Agreement leading to the production of the Research Project Deliverables, to use such Research Project Deliverables;

- these Rules have been adopted pursuant to Article 15.5 of the Bylaws by the Foundation's Assembly by way of a resolution dated December 14, 2020.

1. Feasible forms of cooperation for the production of Research Project Deliverables and their related market-entry

In the pursuit of its scopes and goals, to create Research Project Deliverables the Foundation may avail itself of the work and/or of the services of its Members and/or of Third Parties and, in connection thereto, decide to enter into Agreements with Members and/or Third Parties who **(a)** may partake in the production of a Research Project Deliverable through their personal contribution either in cash or in kind (in which case these parties shall be referred to as "**Partners**"), or who **(b)** do not participate to the creation of a Research Project Deliverable with their personal contribution, but simply act as suppliers of services against the payment of a fee by the Foundation (in which case these parties will be referred to as "**Suppliers**").

For the purpose of determining whether to grant the 'Partner' status to Members and Third Parties, the Foundation shall first assess the qualitative or quantitative relevance of the contribution they are to make with respect to the Research Project Deliverables meant to result under the Agreement.

Were such relevance found to be lacking, then the Members and Third Parties shall be qualified as Suppliers and as such they shall be remunerated by the Foundation according to current market fees.

In any event, the Research Project Deliverables shall be used in view of the scopes and purposes of the Foundation, and consequently be made available on the relevant market.

The Foundation, both in light of its own ideal goals as well as to increase the economic resources deemed instrumental to the reaching of such purposes, shall ensure that each Research Project Deliverable produced is fully disclosed.

To this end, the Foundation shall announce the relevant Research Project Deliverables within 60 (sixty) days from their production (indicating the moment when the relevant Research Project Deliverable comes in a form allowing for it to be placed on the market), through the Foundation's website, as well as by means of a request for publication of the Research Project Deliverables in one or more scientific journals specialized in the relevant field of reference shown by the International Scientific Board as per article 19 of the Bylaws.

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The Research Project Deliverables may be placed on the market by the Foundation and/or by the Partners in compliance with the Business contracts; assessment of the relevant proceeds shall be made pursuant to the provisions of Article 4 below.

2. Use of the Research Project Deliverables by the Foundation and the Partners and Ownership rights

The Agreements entered into by the Foundation may provide that, in consideration of the Partners' contribution and the risk taken upon by them in connection with the production of the Research Project Deliverable, once the Agreement is terminated such Research Project Deliverable may be used by the Partners - within the scope of their business purpose and notwithstanding the power to grant and extend such use also to parties linked to the Partner itself (e.g. companies belonging to the same company group) - without the Foundation needing to be compensated.

As to the government of intellectual property rights over the Research Project Deliverables:

(i) the Agreements entered into by the Foundation solely with Suppliers shall provide for the Research Project Deliverables to be entirely owned by the Foundation alone; while

(ii) the Agreements entered into by the Foundation with Partners may provide for one or more of those Partners to become co-owners together with the Foundation of the Research Project Deliverables; in such cases, the relevant Agreement shall indicate the amount of ownership shares and foresee that in the event a Partner intends to transfer its co-ownership share of the Research Project Deliverables, a pre-emption right in favour of the other parties to the Agreement is granted.

It is nonetheless understood that the Foundation shall not in any event carry ownership percentages lower than 30% (thirty percent) seeing that, irrespective of the co-ownership shares established with the Partners, the Foundation shall reserve the right to non-exclusively exploit the Research Project Deliverables, and at its own expense file for the registration or for the patent application of the Research Project Deliverables consisting either of an invention or of another intangible asset.

3. Use of the Research Project Deliverables by the Members

Members may be granted a non-exclusive license (the "**License**") on the Research Project Deliverables they are not entitled to use according to the above article 2, by paying the Foundation a royalty (the "**Royalty**") for the determination of which the Foundation shall take into account the following:

1. as to research organizations (as defined under the EU Regulation No. 651 dated June 7, 2014) the License shall be granted solely for research and non-commercial purposes, without any consideration to be paid to the Foundation as a result of such use;

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2. as to the parties other than those referred to under the above item no. 1, the License will be granted against payment to the Foundation of a royalty which will be determined also on the basis of the level of novelty of the relevant Research Project Deliverable and its reasonable prospects for use on the market.
Should it prove particularly difficult to calculate the royalty value because of the notably innovative nature of the Research Project Deliverable and the absence of a market of reference on which to place the Research Project Deliverable itself, to determine the royalty the Board of Directors will refer to the estimate made by an expert, without prejudice to the obligation of annually redetermining such royalty (upwards or downwards) in order to align it with the average of the royalty prices paid by the other licensees of the same Research Project Deliverable which was licensed in accordance with the provisions set forth under Article 4 below; and
3. as to the Members referred to under item no. 2 above – seeing their contribution to the Foundation and in order to avoid for them a less favourable treatment than that of Third Parties (which would occur if the latter, without having contributed to the Foundation, were to obtain Licenses by paying a Royalty identical to that of the Members) - they may be applied a discount for an amount not exceeding 15% (fifteen percent) of the total royalty value (the "**Discount**").

The Royalty value (and the determination of possible Discounts) shall be decided by means of a resolution of the Board of Directors to be taken with the abstention of the director(s) possibly appointed to represent the beneficiary Member.

It is furthermore understood that **(a)** every License must be granted in compliance with existing competition laws, **(b)** the Foundation is compelled to assess all and any offers possibly received by any interested parties, including those who, in spite of not having contributed to their production, intend to obtain a License on the Research Project Deliverables, provided that it is not granted upon an exclusivity basis. If the amount offered as Royalty is deemed reasonable and the use of the Research Project Deliverable that the applicant intends to make is not conflicting with current applicable laws, the Resolution and/or the Bylaws, the Foundation shall not refuse the grant of the requested license and **(c)** in the event of exclusive ownership of the Research Project Deliverables by the Foundation, the Foundation shall be free to license a Research Project Deliverable to Third Parties free of charge, in consideration of its institutional purposes, seeing the possible benefit that the exploitation of the Research Project Deliverable may entail for the community (whether domestic or international) and/or for the purpose of placing a specific Research Project Deliverable on the market, without prejudice to the provision in the contract for the Foundation being entitled to revoke the license at any time.

4. General Rules for Business contracts

With regard to Business contracts, the Agreements entered into by the Foundation shall provide that:

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(i) the Foundation is free, at all times, to enter into Business contracts and, in such cases, any advantage or profit, be it economic or otherwise, shall be fully retained by the Foundation, given its non-profit making purposes and, moreover, in order to raise funds to promote scientific research and open innovation projects; and

(ii) in the event that a Partner enters into a Business contract (subject at any rate to the Foundation's rights of first refusal, and granting a prior notice to be given to the other parties), the proceeds generated by such Business contract shall be divided among the parties to the Agreement according to the ownership shares on the Research Project Deliverables set forth therein, after deduction of the costs and expenses incurred into for promoting and carrying out said Business contract (as to such costs and expenses, their amounts shall then be retained by the party that promoted and carried out said Business contract).

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Annex 2

PROJECT



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Annex 3
[if present]

TECHNICAL DOCUMENTATION

...

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Annex 4
INFORMATION ON THE PROCESSING OF PERSONAL DATA
(Sections 13 and 14 of EU Regulation no. 2016/679)

International Foundation Big Data and Artificial Intelligence For Human Development informs the Partner (the “**Data subject**”), pursuant to EU Regulation no. 2016/679 (the “**Regulation**”) and the Italian Legislative Decree no. 196/2003 as amended (the “**Privacy Code**”), that the processing of any personal data provided directly by the Data subject or acquired by third parties as part of and/or due with reference to the Agreement (the “**Call for Proposals**”), such as, by way of example and not limited to, name, surname, e-mail addresses, telephone numbers, etc.. (the “**Personal Data**”), shall be made in compliance with the above-mentioned regulations. In particular:

- a) the controller is International Foundation Big Data and Artificial Intelligence For Human Development, having registered office in Bologna, via Galliera 32, VAT no. 03863331207 and Tax Code (*codice fiscale*) no. 91422420371, acting by its President Prof. Francesco Ubertini (the “**Controller**”);
- b) the processing of Personal Data is aimed solely at sending communications and documents relating to the Agreement and it is necessary for this purpose;
- c) refusal by the Data subject to communicate his/her Personal Data will not allow the exchange of information related to the Agreement;
- d) Personal Data may be communicated to third parties (e.g. external collaborators of the Controller, as well as in general to all subjects to whom the communication is necessary for the fulfilment of the Agreement’s obligations);
- e) the Controller, in order to give updates on the development of the Agreement’s Project (which was submitted in the context of a Call for Projects mentioned in the recitals of this Agreement), may transfer Personal Data to natural and/or legal persons (the “**Recipients**”) in countries outside the European Union (“**Third Countries**”).

Such transfer to Third Countries may take place in the absence of any adequacy decision of the Commission pursuant to Section 45 of the Regulation and/or may take place to natural and/or legal persons with whom the Controller has not adopted binding corporate rules pursuant to Section 47 of the Regulation.

The Controller nonetheless informs the Data subject that the transfer of Personal Data to Recipients in Third Countries takes place on the basis of Section 49(1)(b) of the Regulation, as the transfer of Personal Data is necessary to perform the activities related to the Agreement, and that in any case said transfer shall not be repetitive and shall concern a limited amount of Personal Data.

The Controller informs the Data subject that the transfer of Personal Data outside the European Union may present risks related to the absence of specific legislation similar to the Regulation in some Third Countries (the “**Risks**”).

The Controller, apart from specific Risks and considering nature, quantity and quality of Personal Data transferred, shall inform the Recipients about the correct treatment of Personal Data and the Data subject may at any time obtain a copy of the Personal Data transferred to Third Countries as well as information about the Recipients to whom

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such Personal Data have been transmitted and/or made available, by making a request to the addresses indicated in letter h) below;

- f) Personal Data are kept for the time strictly necessary for the performance of the Call for Proposals, save for that Personal Data which is necessary to enforce or defend any rights in legal proceedings or for the purposes of complying with tax, accounting and administrative laws and regulations or for the purposes of complying with other obligations under national and/or EU law. The processing of Personal Data may be carried out using electronic and/or automated instruments which allow the storage, management and transmission of such Personal Data; however, the above instruments shall always be organised in such a way as to guarantee the maximum confidentiality and the necessary protection of the Personal Data;
- g) the Data subject may exercise the following rights provided by the Privacy Code and by the Regulation (Sections 15, 16, 17, 18, 19, 20, and 21), i.e. the right to: (i) have access to Personal Data concerning the Data subject; (ii) rectification of Personal Data, updating of Personal Data, have incomplete Personal Data completed, erasure of Personal Data, restriction or portability of Personal Data; (iii) object data processing; (iv) withdraw consent to the processing of Personal Data (in the latter case, it will be no longer possible to send any communication to the Data subject) and (v) lodge a complaint with the *Autorità Garante per la Protezione dei Dati Personali* (Italian Data Protection Authority), following the instruction and procedures publicly available at www.garanteprivacy.it;
- h) the above mentioned rights may be exercised by means of a written request to the following addresses: by e-mail at projects@ifabfoundation.org; by certified e-mail at bigdatafoundation@pec.it; or by registered mail with return receipt to the Controller's address as per letter a) above.

The undersigned Data subject Ms./Mrs./Mr. _____, born in _____ on _____ hereby declares to have read and understood the above information on the processing of personal data.

Signature
(full and readable)

The undersigned Ms./Mrs./Mr. _____, being aware of the Risks, gives his/her consent to the possible transfer of his/her Personal Data to Recipients in Third Countries for the purposes of the Agreement.

Signature
(full and readable)