

## **FRAMEWORK AGREEMENT**

### **BETWEEN**

**Fondazione Istituto Italiano di Tecnologia** (hereinafter, "IIT"), tax code 97329350587, with registered office in Genoa, Via Morego n. 30, in the person of its Scientific Director, Prof. Giorgio Metta, duly authorized to sign this document,

on the one hand

### **AND**

**Universidade do Estado de Santa Catarina**, with its registered office at Avenida Madre Benvenutta, 2007, Florianópolis/SC, CEP 88035-001, CNPJ 83.891.283/0001-36 (hereinafter for brevity referred to as "UDESC"), in the person of its Rector, Prof. José Fernando Fragalli, duly authorised to sign this agreement,

on the other hand

Hereinafter individually and/or jointly also "the Party" and/or "the Parties"

### **GIVEN THAT**

- **IIT** is a non-profit foundation whose main objective is to promote excellence in basic and applied research. IIT's Scientific Program is characterized by a marked multidisciplinary, with expertise in 4 main research areas: Robotics, Nanomaterials, Technologies for Life Sciences, and Computational Sciences;
- **UDESC** is a non-profit public university whose main goal is to produce, systematize, socialize and apply knowledge in the various fields of knowledge through teaching, research and extension, indissociably articulated, in order to contribute to a more just and democratic society for the quality of life and sustainable development of the State of Santa Catarina and Brazil;
- **IIT and UDESC** have already in place a fruitful collaboration, formalized by a five-years framework agreement signed on April 19<sup>th</sup>, 2019 (IIT protocol number 3750/19);
- The Parties hereby express their interest on renewing the framework agreement, to continue their ongoing collaboration activities in the research areas of common interest and to keep increasing their technical-scientific knowledge, with the additional aim of pursuing higher competitive standards in science and technology

Having said all this, which constitutes an integral and substantial part of this document (hereinafter, the "Agreement"), the Parties establish the following:

#### **Article 1 – OBJECTIVE**

1.1 By signing this Agreement, the Parties express an interest in collaborating in research activities related to **the development of Algorithms for Motion Generation and Control in Quadruped Robots and related Software Frameworks**, according to the forms and methods that will be identified from time to time between the Parties on the basis of specific needs. The Parties, during the validity of the Agreement, will be able to identify further areas for collaboration, which will be considered supplementary to the aforementioned list.

1.2. The collaboration between the Parties, in particular, is aimed at:

- i. developing research programs of mutual interest;

- ii. promoting the access of the staff of each of the Parties to the respective laboratories and research facilities of the other Party in order to facilitate and encourage contacts and exchanges between the staff of the Parties; and
- iii. participating in joint initiatives of common interest in the research areas identified above, according to the modalities that the Parties will agree from time to time.

## Article 2 - **METHOD OF IMPLEMENTATION**

- 2.1. Where required or necessary to best define and regulate the activities which, within the scope of the purposes listed in art. 1, the Parties, from time to time, will agree to initiate, the same will proceed to stipulate specific and separate agreements concerning the development of research programs of mutual interest in a specific area ("Research Program/s"). These specific and separate agreements will contain, among other things, the following information:
- a detailed description of the Research Program and its aims;
  - the indication of a scientific manager of the Research Program for each Party, who will have the function of supervising the progress of the related research activities, as well as the research team participating in the Research Program;
  - any obligations and responsibilities borne by the Parties arising from the execution of the Research Program;
  - any provisions in derogation or modification of what is established by the Parties in the following article 7 with reference to the management of intellectual property rights, and/or any other provision of the Agreement that may be deemed necessary.

## Article 3 - **PROCEDURES FOR ACCESS AND HOSTING OF THE STAFF BETWEEN THE PARTIES**

- 3.1 "Personnel" of IIT means, for the purposes of the Agreement, staff with an employment or collaboration contract, students (undergraduates, postgraduates, doctoral students, etc.), as well as third-party individuals who, on the basis of agreements with IIT, are hosted by IIT to carry out scientific, professional, or research study activities.

"Personnel" of UDESC means, for the purposes of the Agreement, staff, professors, and students (undergraduates, postgraduates, doctoral students, etc.) that carry out scientific research study activities related to this agreement.

- 3.2 In implementing the objectives referred to in article 1 above, UDESC, in agreement with IIT, offers to its students, undergraduates and doctoral students deemed particularly deserving and strongly motivated, the possibility of carrying out in IIT's laboratories periods of research and training activities related to the subject of the degree or doctoral thesis. IIT will consider making its facilities available and authorizing access to its laboratories in compliance with and in the manner prescribed by its own Policies and Procedures.
- 3.3 IIT will consider extending to UDESC Personnel identified to carry out research projects of common interest, the designation as "Affiliates" in compliance with and according to the methods provided for in their Policies and Procedures, using the facsimile referred to in Annex 1. "Affiliation" is an assignment without remuneration assigned by IIT through a specific agreement to external personnel with specific characteristics and scientific skills from external entities and institutions that are partners of IIT. Under the Agreement, the "Affiliation" will be activated through the appropriate authorization document as per Annex 1 ("Clearance for affiliation"). If it is necessary to travel on behalf of IIT, the affiliated Researcher/PhD student may be reimbursed, upon receipt of the authorization of the affiliated institution, in compliance with the Policy for reimbursing expenses for missions, travel expenses, and use of company credit cards and the IIT Affiliate Procedure. For the purposes of affiliation, it will be the responsibility of the identified individuals, where necessary, to request the relevant authorization from their own organizational structures.

3.4 UDESC will consider authorizing access to its laboratories and facilities for PhD students affiliated with IIT and for personnel identified by IIT to carry out research projects of common interest. It will be the responsibility of the identified individuals to request the relevant authorization from their own organizational structures, where necessary.

#### Article 4 – **DURATION**

4.1 The Agreement will have a duration of 5 years from the date of its last signing and may be renewed only with the express written agreement between the Parties, tacit renewal being excluded.

4.2 It is understood between the Parties that the expiry of the Agreement due to the expiry of the term will not result in the interruption of any Research Programs that have not yet been concluded.

#### Article 5 – **PUBLICATIONS**

5.1 The Parties mutually undertake, each for their own areas of competence, to ensure that all subjects of UDESC and IIT involved in a collaborative activity launched pursuant to this Agreement, and, in particular, in the Research Programs, expressly declare the mutual collaboration in scientific publications and give adequate prominence to the mutual collaboration in all external communications, in particular through joint scientific publications, congress participation, and dissemination and training initiatives resulting from these activities. Each Party undertakes, in case of use of the Materials (as defined in art. 8) owned by one of the Parties, to acknowledge the source of the Materials in any publication that reports their use.

5.2 The Parties will have the right to jointly and/or individually publish, present, or demonstrate to third parties (more generally "disclose") with any act and in any form the Results - as defined in art. 7 - deriving from the Research Programs, provided that the Party proposing the disclosure has previously informed or provided to the scientific manager of the Research Program of the other Party a copy of the proposed disclosure at least 30 (thirty) days before the planned publication date, in order to allow the receiving Party to verify that the document does not contain its own Confidential Information (as defined in art. 6) or Results susceptible to protection under intellectual property laws.

5.3 If, during the 30 (thirty)-day period referred to in the previous paragraph, the receiving Party notifies the proposing Party that:

- the publication contains its own Confidential Information, the proposing Party must remove such Confidential Information before publication;
- the document reveals Results susceptible to protection under intellectual property laws, the proposing Party must defer publication for the period that will be agreed in good faith between the Parties, in order to allow the drafting of a patent application, or the initiation of other proceedings aimed at protecting the generated Results.

5.4 With the exception of the cases listed in paragraph 3, the receiving Party may not delay or deny its consent to the publication proposed by the proposing Party without just cause.

#### Article 6 – **CONFIDENTIALITY OBLIGATIONS**

6.1 "Confidential Information" means, for the purposes of the Agreement, any information, data, or knowledge of a technical, scientific, commercial, and/or any other nature, referring to the activities of the Parties and placed under the legitimate control of one Party or the other, expressed in any form and/or memorized on any medium, disclosed by one Party to the other in the context of the relationship under this Agreement. The Parties acknowledge that the Background, Materials, and Results are also Confidential Information.

- 6.2 Without prejudice to the provisions set forth in art. 5 (Publications) and art. 7 (Management of intellectual property), the Parties undertake, for themselves and their respective personnel, for the entire duration of the Agreement and for 5 (five) years following its expiry or termination, to:
- i. not disclose or make accessible in any way to third parties the other Party's Confidential Information, either in whole or in part, directly or indirectly;
  - ii. not use the Confidential Information of the other Party, either in whole or in part, directly or indirectly, for purposes other than those provided for by the Agreement;
  - iii. not duplicate, copy, reproduce, record, or otherwise represent, except as may be necessary for the performance of the Agreement, or unless the Party has given its express consent, by any and all means suitable for such purposes, in whole or in part, directly or indirectly, files, deeds, documents, notes, drawings, diagrams, correspondence, and any other material containing Confidential Information;
  - iv. immediately return or destroy, at the written request of the Party entitled to do so, and in any case upon the expiry or termination of the Agreement, any and all files, deeds, documents, notes, drawings, diagrams, correspondence, and any other material, including any copies and reproductions thereof, containing one or more items of Confidential Information, unless there is a legal obligation that requires its retention.
- 6.3 The confidential nature of the Confidential Information shall be stated by the appropriate written marking "Confidential" or a similar legend; information disclosed verbally or visually shall be identified by the disclosing Party as "Confidential Information" at the time of disclosure, and subsequently confirmed by the disclosing Party with a written communication to be sent to the receiving Party within 15 (fifteen) days of the first disclosure. The Parties acknowledge that the absence of such explicit indications of confidentiality, in any case, will not preclude the qualification of information as "Confidential Information" if the disclosing Party is able to prove its confidential nature, or if the receiving Party knew or should have known its confidential, proprietary, or secret nature for the disclosing Party.
- 6.4 The Parties acknowledge that under no circumstances can information be considered Confidential in case it:
- i. is already in the public domain at the time of its disclosure to the receiving Party;
  - ii. subsequently becomes public for reasons beyond the control and conduct of the Party that received this information under the Agreement;
  - iii. is acquired by the receiving Party through third parties not bound by confidentiality, provided that this acquisition is not unlawful, and the receiving Party can provide proof of having come into possession of this information through third parties;
  - iv. is developed independently by the receiving Party.
  - v. For the purposes of this paragraph, in the event that UDESC is the receiving Party, the receiving Party means all the structures that belong or pertain to UDESC.
- 6.5 The Parties undertake to put in place all appropriate controls to guarantee and maintain the maximum confidentiality of the Confidential Information, as well as exercise due diligence to prevent unauthorized use, or undue internal or external disclosure. In particular, each Party guarantees that its Personnel, whether employees, consultants, and/or collaborators assigned to carry out the Research Program (as well as any other collaborative activity covered by the Agreement) will maintain confidentiality towards any unauthorized third party with regard to the Confidential Information that they may be aware of in the execution of the Research Program, as well as with regard to the Results generated. To this end, each Party agrees as of now to indemnify and hold harmless the other Party for any damage or prejudice the latter may suffer in connection with and/or in respect of any violations of the provisions of this article committed by the other Party and/or its employees, consultants, and/or collaborators, unless the breaching Party proves that this violation occurred despite the use of due diligence in relation to the circumstances.

## Article 7 - **MANAGEMENT OF INTELLECTUAL PROPERTY**

7.1 **Definitions.** For the purposes of this Agreement,

- i. "Background" means all data, Materials, knowledge, or information - of any form or nature (tangible and intangible), as well as any rights relating thereto, including intellectual property rights, such as inventions, industrial design, know-how, trademarks, and software - which are held by the Parties before signing the Agreement and which are necessary to carry out the Research Program and, more generally, the activities which will be carried out under the Agreement;
- ii. "Result(s)" means all the results (tangible and intangible) generated in the Research Program and, more generally, by the activities that will be carried out under the Agreement, and falling within the objectives set out herein, including any results generated using the Materials, including data, knowledge, or information - of any form or nature, regardless of whether they are protectable or not - as well as any related rights, including intellectual property rights, such as inventions, industrial design, know-how, trademarks, and software. It is understood between the Parties that any results generated by each Party during the performance of the Research Program, or any other activity carried out under the Agreement, but not falling within the objectives set out therein, do not constitute Results.

**7.2 Ownership of Background.** Each Party is and remains the exclusive owner of its own Background. The Parties will have the right to allow access to their Background, free of charge and on a non-exclusive basis, only to the extent necessary for conducting each Research Program, or other joint activity, and, in any case, for no longer than their duration. The Parties mutually acknowledge that none of the provisions of the Agreement shall be considered, directly or indirectly, as implying the transfer of any right in relation to their own Background. Any access to the Background for different reasons shall be regulated in a separate written agreement.

**7.3 Ownership of Results.** Each Party is the exclusive owner of the Results generated independently by its own staff using its own facilities ("Sole Results"). The Parties are the joint owners of the Results generated jointly by IIT and UDESC ("Joint Results"), according to shares of ownership that will be defined in good faith between the Parties and formalized in an Inter Institutional Agreement, as defined below, taking into account the inventive contribution and the economic and instrumental contribution provided by each Party.

**7.4 Disclosure of Invention.** Each Party undertakes to disclose to the other in writing, in a complete and strictly confidential manner, the achievement of any Result that is susceptible to protection under the applicable intellectual property laws (the "Disclosure"), as soon as this information is received by the competent technology transfer offices of each Party, by means of the respective personnel participating in the research.

**7.5 Management and Use of Sole Results.** Each Party will be free to manage its Sole Results autonomously, and may file patent applications, or apply for other industrial property rights, in its own name and at its own expenses, as well as to exploit and valorise the Sole Results at its own discretion, including by granting licenses, without any limitation.

**7.6 Management and Use of Joint Results.**

7.6.1 With reference to the Joint Results, following the Disclosure referred to in art. 7.4, the Parties will mutually evaluate the best form of protection of the same. To this end, the Party receiving the Disclosure shall, within 30 days of receipt, express its interest in the protection. Failure to reply will constitute an expression of non-interest in, and waiver of the protection of the Joint Results, thus giving the other Party the right to proceed with the protection in its own name and at its own expense; to this end, the non-interested Party undertakes as of now to implement all the actions and to sign all the documents necessary for the other Party in order to allow it to proceed.

7.6.2 In the event of a joint interest in protection, the Parties undertake to promptly enter into a written agreement to define the shares of ownership and regulate the management and exploitation of each Joint Result ("Inter Institutional Agreement "), which will take into account the following guidelines:

- i. The Parties, with a view to streamlining the protection procedures and in order to more effectively exploit the Joint Results for the benefit of both Parties, will evaluate the opportunity to identify among them the Party in charge of the administrative management of the protection, defence, and exploitation of each Joint Result ("Lead Party"); this role will be assigned to the Party that holds the largest share of ownership or that offers the greatest opportunities for exploiting the Joint Results;
- ii. all expenses relating to the protection of the Joint Results - such as, by way of example in the case of patent(s), all expenses for filing, prosecuting, and maintaining the patent applications and the patents in Italy and abroad - will be divided between the Parties in proportion to the respective shares of ownership; likewise, the income deriving from the commercial exploitation of the Joint Results will be divided according to the shares of ownership and in accordance with the Inter Institutional Agreement;
- iii. in the event that a Party no longer has an interest in protection, the other Party may take over the full and exclusive ownership of the Joint Results, in its own name and at its own expense, without owing anything to the renouncing Party;
- iv. in the event that a Party wishes to transfer its share of ownership of the Joint Result, it shall notify such intention in writing to the other Party, who will enjoy a right of pre-emption to purchase, to be exercised in writing by registered letter with return receipt or by certified e-mail within 60 (sixty) days of the date of receipt of such notice. At the end of this period, in the event of failure to exercise the right of pre-emption, the transferring Party shall be free to transfer its share of ownership to third parties.

7.6.3 Without prejudice to the confidentiality obligations referred to in the previous art. 6 (Confidentiality obligations), each Party has the right to freely use the Joint Results for its own research purposes, provided that such use does not prejudice the protection or exploitation initiatives undertaken by one or both Parties.

#### **Article 8 - MATERIAL TRANSFER**

- 8.1 The Parties mutually acknowledge that, for the purposes of carrying out the Research Program, or any other activity initiated by the Parties under the Agreement, it may be necessary to reciprocally transfer samples of experimental materials owned, respectively, by IIT and/or UDESC (the "Material/s"). To this end, the Parties agree that any transfer of Materials from the providing Party who owns them (hereinafter, "Provider") to the other (hereinafter, "Recipient") will be subject to the conditions set out in this article.
- 8.2 The transfer of any Material will be formalized by completing and signing the facsimile provided in Annex 2 to the Agreement, indicating the type and quantity of Material to be transferred; any additional information for managing and using the Materials may also be specified from time to time on the form. It is understood between the Parties that Annex 2 may not be used for the transfer of Materials of human origin or Materials with relevance to the protection of personal data, but the same will be governed by a specific ad hoc agreement.
- 8.3 The Provider is responsible for verifying that it is authorized to provide the Material before its transfer.
- 8.4 The Parties agree that the Materials shall be transferred in accordance with the following conditions:
  - i. The Material is owned by the Provider and is made available to the Recipient free of charge and non-exclusively for the sole purpose of carrying out the Research Program, or other activity covered by the Agreement, and not beyond its duration, explicitly excluding any other use, with particular reference to commercial uses.
  - ii. The Provider shall be free, at its sole discretion, to distribute the Material to third parties and to use it for its own purposes.

- iii. The Recipient acknowledges that the transfer of the Material does not confer it any rights deriving from patents or other intellectual property rights of the Provider.
  - iv. The Material must only be used by the Recipient at its facilities and laboratories and may not be further distributed to third parties, with the exception of personnel assigned to carry out the Research Program, or other joint activity, working under the supervision and responsibility of the Recipient's Scientific Manager, unless the Provider has given its prior written consent.
  - v. The Material may not be used by the Recipient on human subjects, particularly not to conduct clinical trials or for diagnostic purposes on humans.
  - vi. The Material must be used by the Recipient in compliance with all national and local laws and regulations applicable to the Material, with particular reference to those governing the methods of use, storage, disposal, and transfer in the Recipient's country, and the Recipient assumes sole responsibility for any violations of these laws or regulations.
  - vii. Upon completion of the Research Program, or any other joint activity, the Recipient must stop any use of the Materials and, according to the instructions given by the Provider, must return or destroy the remaining Materials.
- 8.5 The Parties acknowledge that the Materials are experimental in nature and may have hazardous properties; the Materials will be transferred by the Provider without extending warranties of any kind, expressed or implied, in particular with reference to their safety, suitability for a particular purpose or use, or that the use of the Materials will not infringe any intellectual property right of the Provider or third parties.
- 8.6 The Recipient assumes all responsibility for any damage, loss, or claim against it by third parties that may arise from the use, storage, or disposal of the Materials by the Recipient, unless the damage was caused by the wilful misconduct or gross negligence of the Provider, and the Recipient undertakes to indemnify the Provider and its personnel from any liability, damage, loss, or claim the latter suffers due to the use of the Materials by the Recipient.
- 8.7 Unless otherwise indicated, any information regarding the Material must be considered Confidential Information and treated in accordance with art. 6 (Confidentiality obligations).
- 8.8 Any publication regarding the Results obtained through the use of the Materials shall be made in accordance with art. 5 (Publications), without prejudice in any case to the Recipient's commitment to acknowledging in the proposed disclosure that the Materials were provided by the Provider.
- 8.9 Any unmodified derivative created by the Recipient, understood as any reproduction of the Material or any part thereof, regardless of the reproduction process and the means used, will be considered Material and will be the property of the Provider. Any results, including modifications of the Materials, obtained by using the Materials, as well as the related intellectual property rights, will be managed in accordance with the provisions of art. 7 (Management of intellectual property), provided that the Materials contained in the modifications shall remain in any case the property of the Provider.

#### Article 9 – **GUARANTEES**

- 9.1 UDESC guarantees that its Personnel who may carry out the activities covered by the Agreement at IIT's premises will be subject to insurance coverage at the sole expense of UDESC, as required by current legislation, from INAIL in relation to accidents, death, occupational illness, and biological damage, and third-party liability insurance. IIT will take care of any administrative requirements necessary for insuring UDESC personnel with INAIL (National Institute for Insurance against Accidents at Work) against occupational injuries.
- 9.2 IIT guarantees that its personnel with an employment or collaboration contract who may carry out activities under the Agreement at UDESC's premises will be subject to insurance coverage at the sole expense of IIT, as required by current legislation, from INAIL in relation to accidents, death, occupational illness, and biological damage, and third-party liability

insurance. It is specified that the aforementioned personnel will maintain their employment contract at IIT and that the obligations of remuneration, social security, and welfare contributions, and everything connected with the employment relationship will therefore remain with IIT; no remuneration will be paid to the aforementioned personnel by UDESC for the activity carried out under the Agreement during their stay on UDESC's premises.

- 9.3 The Parties acknowledge that doctoral students and/or other categories of external personnel affiliated with IIT, who may carry out the activities under the Agreement at UDESC's premises, are subject to compulsory insurance coverage paid for by their university/institute of origin.
- 9.4 Each Party also declares and guarantees that it will carry out its activities in compliance with all applicable legislation, without exclusions or exceptions, and undertakes as of now to indemnify and hold harmless the other Party for any damage or prejudice the latter suffers in connection with and/or in respect of any violations, carried out by the other Party and/or by its employees and/or collaborators, of any applicable law and/or legislation.
- 9.5. Each Party undertakes to indemnify and hold harmless the other Party from any action, claim, or petition brought by third parties to obtain compensation for damage caused by its employees and collaborators, regardless of the place where the event producing damage occurred.
- 9.6. Finally, each Party undertakes to fulfil its obligations, including those deriving from the use of scientific apparatus and equipment, towards employees, collaborators, or persons however related and third parties through specific insurance coverage.

#### **Article 10 - SAFETY AND ENVIRONMENT**

- 10.1. In order to guarantee the health and safety of all Personnel who work on behalf of UDESC at IIT, as well as that of IIT Personnel who work on behalf of IIT at UDESC, the Parties identify in their respective employers the subjects that are responsible for the obligations established under occupational health and safety legislation.
- 10.2. The Parties remain, each on their own behalf, individually and solely responsible for implementing, in their own premises and laboratories, preventive controls relating to the protection of health and safety in the workplace, with respect to the shared interference risks and fire safety regulations for buildings.
- 10.3. For the purposes of applying the existing provisions on prevention, protection, and hygiene in the workplace, the institution of origin is obliged to provide staff hosted in its workplaces with all the information about specific risks relating to the protection of health and safety in their workplaces and emergency management, training on specific risks, on the safe use of their equipment and on prevention and protection controls and adequate individual prevention and protection devices.
- 10.4 The Parties undertake to ensure that their premises, spaces, and equipment, made available for carrying out the activities under the Agreement, comply with current legislation on safety in the workplace, with particular reference to the provisions on urban planning, occupational health and safety, the environment, and fire prevention.
- 10.5 In case of temporary transfer of machinery/equipment/plants owned by one Party to the other for joint research purposes, the transferring Party must verify the compliance of the transferred assets; in particular, the assets owned by IIT must be transferred in compliance with the provisions of the current policies referred to in the internal procedures on managing the safety of machines/plants/equipment.
- 10.6 UDESC acknowledges that IIT has implemented an Environmental Management System (EMS), certified according to the ISO14001: 2015 standard.



## Article 11 – **TERMINATION**

- 11.1 Each Party reserves the right to terminate this Agreement for convenience at any time and at the Party's sole discretion, by giving notice of 30 (thirty) days to be communicated to the other Party by registered letter with return receipt or by certified email, to the addresses indicated in the following art. 19 (Administrative Communications).
- 11.2 Each Party also reserves the right to terminate this Agreement for breach by the other Party of one of the obligations set forth in articles 5 (Publications), 6 (Confidentiality obligations), 7 (Management of intellectual property), 8 (Material transfer), 9 (Guarantees), 10 (Safety and environment), 13 (Information security), 14 (Processing of personal data), and 15 (Management of Data Breaches) of this Agreement, to be notified to the other Party with notice of 30 (thirty) days by registered letter with return receipt or by certified email, unless the defaulting Party remedies its situation of default during this notice period.

## Article 12 – **GOVERNING LAW AND DISPUTE RESOLUTION**

- 12.1 Where disputes arise between the Parties regarding the application, interpretation, or execution of the Agreement, the Parties undertake to reach an amicable settlement of the same.
- 12.2 In the event of failure to reach an agreement following the attempted amicable settlement referred to in the previous paragraph, the Parties declare the Court of Genoa to be the sole place of jurisdiction.

## Article 13 – **INFORMATION SECURITY**

The Parties agree as of now that any information in digital format processed within the Agreement and/or the specific and separate agreements referred to in art. 2 that constitute its implementation will be managed and formalized according to the procedures set out in Annex 3 "Technical-organizational ICT security controls", provided here in facsimile form.

## Article 14 – **PROCESSING OF PERSONAL DATA**

- 14.1 The Parties expressly declare that they are informed and agree that the personal data provided during the execution of the Agreement will be processed exclusively for the purposes of the Agreement itself and, in any case, in compliance with all the provisions dictated by EU Regulation 2016/679 of the European Parliament and the Council, of 27 April 2016, relating to the protection of natural persons with regard to the processing of personal data, as well as the free circulation of such data, and the applicable legislation on the protection of personal data (hereinafter, the "Regulation" or the "GDPR").

In particular, the Parties acknowledge that, in accordance with the principles set out in art. 5 of the GDPR, personal data are:

- i. processed lawfully, correctly and in a transparent manner in relation to the data subject;
- ii. collected for specific, explicit, and legitimate purposes, and subsequently processed in a way that is not incompatible with these purposes;
- iii. adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed;
- iv. accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased, or rectified without delay;
- v. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;

- vi. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organizational controls.
- 14.2 The Parties agree as of now that the processing of personal data will take place in compliance with the organizational security controls referred to in Annex 4 "Organizational security controls relating to personal data", provided herein in facsimile form.
- 14.3 The Parties also undertake to fulfil, where necessary, the information and consent obligations deriving from the aforementioned Regulation towards the natural persons involved in the activities covered by the Agreement.

#### Article 15 – **MANAGEMENT OF DATA BREACHES**

Taking into account the nature of the processing and the information available, each Party undertakes to promptly inform the other Party, by certified e-mail, at the addresses of each person indicated in art. 19 (Administrative Communications), entering in cc the e-mail address [gdpr@iit.it](mailto:gdpr@iit.it) whenever it is reasonably certain that the infringement that has occurred under the Agreement and/or the specific and separate agreements referred to in art. 2 ("data breach") involves the compromising of personal data, without prejudice to the observance of articles 33 and 34 of the GDPR by each autonomous Data Controller. Pursuant to Article 82.2 of the GDPR, each of the Parties is required to answer for the damage caused by its processing which infringes the Regulation.

#### Article 16 – **COMPLIANCE PURSUANT TO LAW 231/2001**

UDESC declares itself to be aware of the current legislation on the administrative liability of entities and, in particular, of the Legislative Decree 8 June 2001, n. 231, and to have taken note of the Code of Behavior and Scientific Conduct as well as the Organization, Management, and Control Model adopted by IIT pursuant to the aforementioned legislation (available at the following link: <https://www.iit.it/it/web/guest/trasparenza>).

#### Article 17 – **CONFLICT OF INTERESTS**

The Parties declare that they have adopted all the controls aimed at preventing and hindering the conflict of interests and that they have incorporated these controls into their internal legislation and documentation and therefore undertake to apply these controls if it emerges that the subjects involved in any capacity in the execution of the Agreement report the existence, even apparent, of such a conflict.

#### Article 18 – **REGISTRATION**

The Agreement will be registered in the sole case of fixed-fee use in accordance with the Italian legislation in force (Articles 5 and 39 of Presidential Decree 131/86). All costs relating to any registration will remain the sole burden and responsibility of the requesting Party.

#### Article 19 – **ADMINISTRATIVE COMMUNICATIONS**

Any communication between the Parties pursuant to the Agreement must be made in writing to the following addresses, or to those subsequently indicated in the same manner by one Party to the other:

If at IIT:

Fondazione Istituto Italiano di Tecnologia - Via Morego, 30 – 16163 Genoa – Directorate for Research Organization, for the attention of Prof. Giorgio Metta - Scientific Director or at the address: [roo@iit.it](mailto:roo@iit.it)

If at UDESC:

Universidade do Estado de Santa Catarina – Avenida Madre Benvenutta, 2007, Florianópolis/SC, CEP 88035-001 – Secretary of Interinstitutional and International Cooperation, for the attention of Prof. José Fernando Fragalli – Rector or at the address [scii.reitoria@udesc.br](mailto:scii.reitoria@udesc.br)

#### Article 20 – **PUBLICITY**

- 20.1 The content of the Agreement does not grant the Parties any right to use, for advertising purposes or for any other promotional activity, any name, trademark, or other designation of the other Party, including abbreviations ("Trademarks "). Any exceptions may be agreed by the Parties through a separate written agreement.
- 20.2 Notwithstanding the above, the Parties mutually grant each other the authorization to use their respective Trademarks for the sole and exclusive purpose of highlighting the collaborative activity referred to in the Agreement, limited to its duration. The Parties, through their respective offices in charge of this, will define the operating methods for using the Trademarks. With regard to IIT, UDESC must refer to roo@iit.it.

#### Article 21 – **MISCELLANEOUS**

- 21.1 The Agreement replaces any previous agreement, both written and oral, between the Parties relating to the subject of the same.
- 21.2 Any modification to the Agreement will be valid and effective between the Parties only if made in writing and signed by both Parties.
- 21.3 The Agreement and the obligations deriving from it may not be transferred to third parties without the prior written consent of IIT.
- 21.4 For anything not regulated in the Agreement, the Parties undertake to negotiate a shared protocol in good faith.

Read, confirmed, and digitally signed

**Fondazione Istituito Italiano di Universidade do Estado de Santa  
Tecnologia Catarina**

\_\_\_\_\_  
Prof. Giorgio Metta  
(Scientific Director)

\_\_\_\_\_  
Prof. José Fernando Fragalli  
(Rector)

Date \_\_\_\_\_

Date \_\_\_\_\_

Annexes:

Annex 1: Clearance for Affiliation – facsimile

Annex 2: Material Transfer – facsimile

Annex 3: Technical-organizational ICT security controls - facsimile

Annex 4: Organizational security controls relating to personal data - facsimile

**ANNEX 1**  
**CLEARANCE FOR AFFILIATION - FACSIMILE**

(Letterhead of the Institution of Origin)

Fondazione Istituto Italiano di Tecnologia  
Direzione Capitale Umano e Organizzazione  
Via Morego, 30  
16163 Genoa (GE)  
Italy

**Subject: Insurance coverage declaration**

We hereby declare that **name surname**, born in ..... on ....., with tax code .....  
....., is currently **enrolled/employed** by **institution of origin**, as a **student/role**  
**(SPECIFY DETAILS OF THE EMPLOYMENT RELATIONSHIP/ COURSE ATTENDED BY**  
**STUDENT)**.

With reference to the **Framework Agreement / Commercial Agreement / Joint Research**  
**Project of .. / ... / .... Prot. No. .... / ....** stipulated between IIT and **institution of origin**,  
**name surname** will collaborate on the research line ..... of Istituto Italiano di Tecnologia,  
located in ... for the period of time from **start date** to **end date** in order to **study/research**  
the topic **description of project** under the supervision of **PI name**.

To support the Italian government's intent to reduce the Covid-19 epidemic, that is, to limit  
the opportunities for the mobility and gathering of people, scientific collaboration activities can  
also be carried out remotely.

It will be the responsibility of **institution of origin** to provide its social security coverage  
model, if any, to IIT, before the affiliation period begins.

For the entire period of their stay at the IIT laboratories, **name surname** undertakes to  
observe all your Department's health and safety rules.

**name surname** undertakes not to disclose to external parties the confidential knowledge  
acquired as a result of and in relation to the collaboration covered by this Agreement and to  
ensure the utmost confidentiality with regard to the research carried out in collaboration with  
IIT.

We also declare that, for the period of affiliation with IIT, **name surname** is covered by the  
insurance indicated in the aforementioned **Framework Agreement / Commercial**

**Agreement / Joint Research Project** to be paid by **institution of origin** and as part of the activities to be carried out with IIT:

- Compulsory insurance against ACCIDENTS AT WORK THROUGH THE NATIONAL INSTITUTE FOR INSURANCE AGAINST ACCIDENTS AT WORK (INAIL): **INDICATE ANY DETAILS RELATING TO INAIL**

- Third-party liability insurance (RCT): policy no. .... Company: .....

- **Registration/coverage with the national health and social security system of the country where the institution of origin is based**

In the event of an injury occurring during the period of affiliation with IIT, the dynamics of the events must be promptly communicated and described by contacting **name of reference contact person** directly so that all obligations under the applicable laws can be fulfilled.

To apply the current regulations on prevention, protection and hygiene in the workplace, the institution of origin undertakes to provide its employees, students, collaborators or personnel in any case defined pursuant to art. 2 paragraph 1 letter a) of Legislative Decree 81/08 and pursuant to art. 2, paragraph 4 of the D.M. 5.8.1998, n. 363, general training, also pursuant to the State-Regions Agreement, and will provide evidence that this training has been delivered by sharing the certificate with IIT, as the host organization. In this regard, please address the documentation and any communications to ..... (*indicate the office in charge of receiving this documentation*).

It will be the commitment of the IIT Foundation to provide the staff hosted in its workplaces with all the information relating to specific risks in relation to the protection of health and safety in their workplaces and on emergency management, training on specific risks, on the safe use of their equipment and on prevention and protection controls and adequate individual prevention and protection devices.

For the entire period of his/her/their stay at the IIT laboratories, **Dr. name surname** undertakes to observe all the health and safety rules adopted by the IIT Foundation as established under Italian law by Legislative Decree 81/2008.

**place and date,**

**STAMP AND SIGNATURE**

**ANNEX 2**  
**MATERIAL TRANSFER - FACSIMILE**

..... (Provider) agrees to transfer to.....  
(Recipient), the material described below for the purposes of conducting the Research Program referred to in the Agreement between Fondazione Istituto Italiano di Tecnologia and ....., signed on ....., according to the terms and conditions established therein.

Description of Material	Quantity	Details of Recipient (name and address)

Reimbursement for the preparation and shipment of the Material (if agreed): \_\_\_\_\_

Place, date

Place, date

\_\_\_\_\_

\_\_\_\_\_

Legal representative

Legal representative

(Provider)

(Recipient)

For acknowledgement:

For acknowledgement:

\_\_\_\_\_

\_\_\_\_\_

Scientific Manager of the Provider

Scientific Manager of the Recipient

## **ANNEX 3**

### **ICT ORGANIZATIONAL AND TECHNICAL SECURITY MEASURES - FACSIMILE**

#### **SECURITY MEASURES**

In the context of information security, it is crucial to understand that the risks associated with data processing can vary significantly depending on the nature and sensitivity of the managed information. Therefore, it is essential to ensure the adoption of security measures adequate to protect the digitally processed information within the Memorandum of Understanding or any additional agreements implemented by each involved Party, through the ICT Director or the Information Security Officer (CISO), as indicated in the paragraphs below.

The security measures outlined in the tables below, categorized as "organizational" and "technical," represent a set of minimum basic guidelines, to be considered as non-exhaustive, that should be implemented in the systems encompassed by the operational agreements established between the Parties. Hence, these measures should serve as the starting point and, in case of high-risk data processing, they must be reassessed and strengthened as necessary to ensure adequate protection and compliance with current regulations.

Each Party must be capable, if requested by the other Party, of providing evidence of compliance with the selected controls. If a Party cannot fully or partially satisfy a technical security measure or deems it inapplicable, it must provide the necessary justifications and evidence regarding any compensatory controls adopted.

In the case of engaging suppliers (sub-processors) to manage information technology and security services, applying the measures described below must be contractually transferred to the suppliers themselves. Each Party also commits to keeping track of the suppliers involved in a dedicated register, which the other Party can request for verification and control.

Whenever a security incident with the processed information happens, the event shall be promptly communicated to the contacts identified in the paragraph below.

**1.1. Responsible and Technical Contacts of the Parties**

**ICT Manager (CIO) and/or Information Security Officer (CISO) of XXX:**

Name, Surname: ... ..

Email Address: ... ..

Phone Contact: ... ..

**Technical Contact of XXX towards IIT:**

**As the contact for organizational and technical security controls, IIT can refer to:**

Name, Surname: ... ..

Email Address: ... ..

Phone Contact: ... ..

**ICT Manager (CIO) and/or Information Security Officer (CISO) of IIT:**

Stefano Bencetti (ICT Director)

[stefano.bencetti@iit.it](mailto:stefano.bencetti@iit.it)

+39 010 2896 505

**Technical Contact of IIT to XXX:**

**As the contact for organizational and technical security controls, IIT can refer to:**

Name, Surname: ... ..

Email Address: ... ..

Phone Contact: ... ..

**1.2. Organizational security controls**

<b>Item #</b>	<b>Category</b>	<b>Control</b>	<b>Compliance status IIT</b> (Y/N/n.a.)	<b>Compliance status Party XXX</b> (Y/N/n.a.)	<b>Supporting notes</b> (if not applicable, not implemented or partially implemented, give reasons indicating the compensatory controls applied instead)
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1	Information Security Policy	<p>The organization must document its information security policy. The security policy must be reviewed and revised, if necessary, annually. The security policy must, at a minimum, address the roles and responsibilities of staff, including identifying an information security officer, basic technical and organizational measures adopted for data security, data controllers, or other third parties involved in data processing. The policy must be approved by the management and communicated to all employees and relevant external parties.</p>	Y		
2	Human Resources Security, Awareness, and Training	<p>Before starting the employment relationship, employees must be asked to review the organization's security document or security policy and sign the respective confidentiality and non-disclosure agreements. The organization must have structured and regular training and awareness programs for staff, including specific programs related to data protection. The training plan must be prepared and executed annually or at any other appropriate interval.</p>	Y		
3	Asset management policy	<p>The organization must document its policy regarding the use of corporate IT resources, including mobile devices and personal devices.</p>	Y		

4	Access Control Policy	<p>Specific authorizations to control access to data must be assigned to each role following the need to comply with the “need to know” principle. The criteria for access control must be detailed and documented. The organization must determine in this document the appropriate access control rules, access rights and restrictions for specific user roles regarding the processes and procedures related to the data processed. The principle of “Segregation of Duty” (e.g. access request, access authorization, access administration) must be clearly defined and documented.</p>	y		
5	Management of information security incidents	<p>An incident response plan with detailed procedures must be defined and documented in order to ensure an effective and orderly response to incidents. The plan must ensure that data breaches are immediately reported to the persons appointed within the contractual agreements</p>	y		
6	Information security compliance	<p>The organization must conduct an audit (albeit an internal one) of its technical and organizational measures at least annually to implement any corrective actions. Security aspects must be assessed, and the resulting recommendations should be implemented before using applications that process personal data.</p>	y		

### 1.3. Technical Security Measures

#### Management of access and credentials

Security controls must be applied at logical access points, such as strong passwords (or equivalent protection codes for mobile devices) and periodic modification of the same. Access

permissions must be periodically reviewed, for example in the event of termination of the relationship with the organization or changes within the organization.

#### Firewall

A network firewall must be activated, allowing only the necessary traffic and services.

#### Inventory

Managed assets (including applications) must be recorded in an inventory with their relevant information and kept up to date.

#### Patching

Supported versions of applications and operating systems must be used. Security patches classified as "critical" and "high" must be applied with priority and according to a defined plan.

#### Malware protection

An antivirus/antimalware agent must be installed and kept up to date.

#### Vulnerability Management

Regular vulnerability scanning must be carried out, and the high-risk vulnerabilities identified must be prioritized according to a defined plan.

#### Backup

Regular data and configuration backups must be performed. Backup data must be encrypted in transit and when stored on external media, and tested to ensure they can be used in case of need.

#### Security of communications

Information transferred over application channels must be encrypted during transport, for example, using secure and non-deprecated protocols (TLS, https, ssh) or encrypted channels (VPN).

#### Secure deletion

Data must be permanently erased with secure deletion techniques when no longer needed. For remote devices, it must be possible to control this centrally.

#### Encryption

Encryption of storage media must be provided, such as for hard drives (especially of laptops), discs, and USB sticks, DVDs, backup tapes, etc. For files, encryption solutions must be considered for the most critical records or fields, adopting them where possible.

#### Log management

Logs, including those of System Administrators, must be sent to a central collection system that prevents their alteration. Such logs must be made available and exportable upon request for cloud applications.

#### Physical security

The server rooms and datacenters must have controlled access and be equipped with physical security controls (fire prevention, flood prevention, temperature control, electrical continuity).

#### Development of secure software

Secure development must take place according to the principles of privacy-by-design and security-by-design. In particular, test environments must be separate from production environments and must not use real data.

#### Strong Authentication

A two-factor authentication system must be implemented for access by system administrators and for all access points to systems used for the processing of genetic data or data that qualifies for "enhanced protection".

## ANNEX 4

### ORGANIZATIONAL SECURITY CONTROLS RELATING TO PERSONAL DATA - FACSIMILE

#### 2. ORGANIZATIONAL SECURITY CONTROLS

The table below shows the organizational security controls relating to personal data provided by IIT pursuant to the General Data Protection Regulation no. 679/2016 and subsequent amendments (hereinafter "GDPR"), for which XXX is required to demonstrate compliance by filling in the "Compliance Status Partner" column.

In the event that XXX is unable to fulfill all or part of the requirements, XXX is required to specify the reason in the "Supporting notes" column.

##### 2.1. Organizational security controls

<b>Item #</b>	<b>Category</b>	<b>Control</b>	<b>Compliance status IIT</b> (Y/N/n.a.)	<b>Compliance status Party XXX</b> (Y/N/n.a.)	<b>Supporting notes</b> (if not applicable, not implemented or partially implemented, give reasons indicating the compensatory controls applied instead)
1	Risk analysis	Risk analysis has been conducted and action plans have been defined and implemented to adapt the organizational security controls (where necessary). The risk analysis is constantly being updated.			
2	Attribution of functions and tasks to authorized parties	Internal staff who process personal data have been designated in a specific appointment document.			
3	Instructions to internal personnel authorized to process personal data	Communication of specific written instructions to internal staff who are authorized to process personal data.			

4	Dedicated channel for notification of Data Breaches (if applicable)	A specific channel is available for communicating any violations of the obligations regarding the processing of personal data.			
5	Designation of the Data Protection Officer (if applicable)	A Data Protection Officer has been designated and entrusted with the task of evaluating and organizing the management of the processing of personal data.			
6	Pseudonymization of personal data (where applicable):	<p>Application of de-identification controls to personal data, so that personal data can no longer be attributed to a specific data subject without the use of additional information.</p> <p>Additional information is kept separately and subject to technical and organizational controls to ensure that such personal data are not attributed to an identified or identifiable natural person.</p>			

## 2.2. GDPR contact person at XXX for IIT

For information about the checklist of organizational security controls, IIT can contact:

Name, Surname .....

E-mail address .....

Telephone number .....

## 2.3. GDPR contact person at IIT for XXX

For information about the checklist of organizational security controls, XXX can contact:

GDPR Team

[gdpr@iit.it](mailto:gdpr@iit.it)

+39 010 28961