

MEMORANDUM OF UNDERSTANDING

Between

Politecnico di Torino, Tax Code no. 00518460019, represented by _____, domiciled for the purposes of this act at the headquarters of the Institution in Turin, in Corso Duca degli Abruzzi no. 24

and

the Company/Institution _____, Tax Code/VAT number _____, with registered offices in (city) _____, (street) _____, (hereinafter, for the sake of brevity, “University/Company/Institution”) represented by _____, born in _____ on _____ domiciled for this post at the headquarters of the Company/Institution,

Politecnico and the Company/Institution also individually referred to as the “Party” and jointly as the “Parties.”

Given that

- a. Politecnico is a research university whose primary aims are progress in scientific and technological research and higher education in their necessary integration; also pursues its role in the development process of society, including through technology transfer and services to the territory
- b. Politecnico, as *research university*, promotes fundamental and applied research and encourages the generation and development of knowledge-based processes through interaction with public and private actors operating in the territory, contributing to the creation and transfer of knowledge;
- c. The Company/Institution _____ (insert a reference to the Company’s mission)
- d. the two institutions, with a view to pursuing their mission of common interest, have expressed their willingness to collaborate, in the terms and under the conditions established later on in this protocol, with the purpose of carrying out projects of cultural interest, training, research, and innovation, for the common good.

In view of all this, which constitutes an integral part of this Memorandum, the Parties, as indicated above, agree and specify as follows

Art. 1 – Purpose of the Memorandum

- ¹ Politecnico and the Company/Institution express their interest in creating a partnership whereby training, study, and research activities conducted by Politecnico may complement, through the use of qualified resources and adequate tools, the corresponding activities carried out by the Company/Institution.

Art. 2 – Activities

1. Politecnico and the Company/Institution promote reciprocal cooperation in training activities, and research in areas of common interest for both Parties, to be implemented in ways which will be defined for this purpose, including, but not limited to:
 - a. projects for the support of the academic-professional training of students and undergraduates with the aim of providing them with the opportunity to gain a better knowledge of the job market;
 - b. projects for the promotion of research doctorates in the field of _____, of _____ and _____;
 - c. projects for the definition of networks of relations at an international level and in the organization of institutional events promoting scientific-technological and business culture at a local level;
 - d. projects for synergy initiatives between the Italian and international network of _____ and of Politecnico;
 - e. projects for the identification of new models and strategies which allow the relationship with the territory to be strengthened, in social and cultural terms as well, through the experimentation of new forms of communication and dissemination of high-tech knowledge and experience within the social fabric, in addition to other projects, briefly described later on in this Memorandum;
 - f. exchanges for undergraduates, postgraduate students, researchers and lecturers;
 - g. periods of study, internship, and seminars on previously established topics;
 - h. exchanges of information, documentation, and scientific publications;
 - i. student exchanges through practical internships of various durations in companies.
2. The stipulation of this act does not imply that the Parties assume any obligation, but is merely a show of interest in cooperating in the commencement of the collaboration.
3. The collaboration between the Parties will be organised on the basis of specific competences through the stipulation of specific agreements in compliance with the laws in force and the Politecnico internal regulations. These agreements shall regulate in particular the administrative, economic and organisational aspects necessary for the implementation of the individual projects.

Art. 3 – Persons in charge of the Memorandum

1. Politecnico indicates, as contact person and person in charge of this Memorandum, Prof. _____, who shall be responsible for it and for the relations with the Company/Institution. Any replacement of the person in charge must be communicated promptly to the Company/Institution in writing.
2. The Company/Institution indicates as contact person and person in charge of this Memorandum Mr. _____, who shall be responsible for it and for the relations with Politecnico. Any replacement of the person in charge must be communicated promptly to Politecnico in writing.
3. All communication and technical documentation concerning this Memorandum shall be sent to the above-mentioned persons in charge, at the following addresses:
 - for the Company/Institution _____; *[indicate first name, last name, address, phone number, email address, PEC (certified electronic email) address]*

- for Politecnico _____ . [indicate first and last name, address, phone number, email, PEC address]

Art. 4 – Duration and Renewal

1. This Memorandum has a duration of _____ years starting from the date of execution, and may be renewed on expiry by signing a new memorandum.
2. Either Party may terminate this Memorandum through written communication to be transmitted by registered letter with acknowledgement of receipt, or by certified email. The termination will be effective 6 (six) months after receipt of the communication.

Art. 5 – Use of distinctive signs by the Parties

1. This Memorandum, like the subsequent agreements in which the collaboration between the Parties will be established, does not give the Parties the right to use any distinctive signs of the other Party.

Art. 6 – Confidentiality

1. The Parties acknowledge the classified nature of all Confidential Information exchanged in implementing this Memorandum, which cannot be given to third Parties, or be used for purposes differing from those for which they have been supplied, without prior written authorisation, by the issuing Party.
2. Where necessary, for specific requirements, the Parties may agree to sign a separate confidentiality agreement.

Article 7 - Personal Data processing

1. The Parties mutually agree to know and apply, within their own organizations, the legislation concerning the protection of personal data and in particular the EU Regulation 2016/679 (General Data Protection Regulation, hereafter "GDPR")¹.

¹ In the case of not-EU subjects (outside the GDPR scope), replace paragraphs 1 and 2 with the following:
*"1. Politecnico di Torino shall process personal data within the scope of the pursuit of its institutional purposes and solely for the purposes related to the execution of this Contract, in compliance with the EU Regulation 2016/679 and the relevant national legislation. Should the transfer of personal data to the other Party be necessary for the execution of this deed, the same may take place under the conditions set out in Articles 45, 46, 47 and 49 of the GDPR.
2. The Counterparty undertakes to comply with the legislation on the processing of personal data in force in the country where it is established and where the services are provided."*

2. The Parties, each within the scope of its own purposes pursued by this Memorandum, act as autonomous Data Controllers and undertake to provide the data subjects, pursuant to Article 13 of the GDPR, with all information concerning the processing operations carried out by each of them²⁻³.
3. The contact details of the Parties for the purposes of this article are as follows:
 - for Politecnico, the Data Controller is Politecnico di Torino, with offices in C.so Duca degli Abruzzi, n. 24, 10129 Turin, in the person of the Rector *pro tempore*. The contact details of the Data Controller are PEC: politecnicoditorino@pec.polito.it, for information and clarifications: privacy@polito.it; the Data Protection Officer of Politecnico can be contacted at: dpo@polito.it;
4. - for the Company the Data controller is _____, with offices in _____. The contact details of the Data Controller are PEC: _____. the data protection officer of _____ can be contacted at: _____. The Company/Institution authorizes Politecnico to publish on its own website information regarding this Memorandum including, for example: the purpose of the Memorandum, the name of the Company/Institution.

Article 8 – Registration and expenses

1. This Memorandum is drafted by private writing in electronic format and by affixing the digital signature of the Parties.
2. This Memorandum is subject to registration in case of use and a fixed tax pursuant to articles 5 and 39 of Presidential Decree no. 131 of April 26, 1986, to be paid by the Party requesting registration.
3. The stamp duty of this Memorandum will be paid virtually by Politecnico di Torino with the authorization n. 5 of 2012 issued by the Revenue Agency, Territorial Office of Turin 1, protocol n. 167908/2012 and valid from January 1st 2013.

² In the event the Counterparty processes personal data on behalf of the University, pursuant to Article 28 of the GDPR, it is necessary to appoint it, by separate deed*, as Data Processor and, therefore, replace paragraph 2 with the following: "2. For the purposes of the performance of this Contract, the Counterparty shall process personal data on behalf of Politecnico di Torino [editor's note: in the reverse case, i.e. when it is the Politecnico that processes the data on behalf of the Counterparty, amend the parenthesis], therefore, it shall be appointed, pursuant to Article 28 of the GDPR, by a separate deed attached hereto, which is to be considered an integral and substantial part of this Contract, as Data Processor."

In the residual case of appointment in return, i.e. where each Party processes data on behalf of the Counterparty, add the following paragraph to the previous one: "Likewise, the Counterparty shall appoint the Politecnico di Torino as Data Processor for the processing carried out by the latter on its behalf".

³ In the event that the Parties jointly determine the purposes and means of processing and, therefore, qualify as Joint Data Controllers, a specific Joint Ownership Agreement* must be signed, pursuant to Article 26 of the GDPR and, therefore, paragraph 2 must be replaced by the following:

"2. The Parties, in their capacity as Joint Data Controllers, in order to jointly determine the purposes and means of the processing, sign, pursuant to Article 26 of the GDPR, the attached Joint Ownership Agreement, which is to be considered an integral and substantive part of this Deed."

*The drafts of the "Appointment as Data Processor ex art. 28 GDPR" and "Co-processing Agreement ex art. 26 GDPR" are available in the Polytechnic intranet area "Documentazione privacy > Schemi contrattuali".

4. The cost of the stamp duty for this Memorandum shall be borne by _____⁴.

Turin, (date) _____

FOR POLITECNICO

.....

FOR THE COMPANY/ INSTITUTION

THE LEGAL REPRESENTATIVE

⁴ If the stamp duty is to be borne entirely by the Company/Institution or in equal shares between Politecnico and the Company/Institution, add the following sentence: "The Company/Institution undertakes to refund the stamp duty in the amount of € _____ to Politecnico (insert department acronym), by bank transfer using the following coordinates _____ (insert department/administration iban), within 30 days from the signing of this Memorandum, taking care to state in the reason for payment "Memorandum of understanding between _____ and Politecnico di Torino (insert department acronym)"