***POLITECNICO DI BARI***

***Loan Agreement***

*between*

*(COMPANY NAME)* ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****, hereby referred to as “****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****”, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tax code \_\_\_\_\_\_\_\_\_\_\_\_, VAT number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , legally represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ resident for contractual purposes at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*and*

***POLITECNICO DI BARI****, hereby referred to as “****Politecnico****”, tax code 93051590722, VAT number 04301530723, located at Via Amendola 126/B, 70126 Bari (Italy), legally represented by the Rector, Prof. Francesco Cupertino, born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to singularly as “the Party” or jointly as “the Parties”*

*GIVEN THAT*

* *the Politecnico di Bari’s institutional objectives of training and research have now been extended to include technological transfer and services for the socio-economic system and local area;*
* *Politecnico di Bari aims to create and support development processes based on knowledge through interaction with public and private bodies which contribute to the development and distribution of these processes within the local area;*
* *these objectives will be reached through the ability to create systems on the forefront of research and training within areas of excellence both within the Politecnico and the local socio-economic system; ;*
* *Politecnico di Bari therefore intends to strengthen its collaboration with public and private bodies which operate in the local area in order to foster co-operation in common interest research project partnerships;*
* *\_\_\_(COMPANY NAME)\_\_\_\_ intends to develop within the field of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;*
* *the Parties intend to build on previous experience by establishing a long-term strategic collaboration with the aims of generating ideas, carrying out feasibility studies, and working on joint research projects;*
* *in order to meet the abovementioned objectives and create a flow of skills between university and business, the Parties intend to establish an integrated multidisciplinary laboratory at the Politecnico di Bari to collaborate on advanced technological evolution and identify areas of interdisciplinary innovation. Related activities will be carried out both at the laboratories of POLITECNICO DI BARI as well as at premises offered by \_\_(COMPANY NAME)\_\_\_\_\_ , overseen by the Politecnico Administrative Council on the basis of a free and/or paid Loan Agreement contract .*
* *(COMPANY NAME) may also contribute to Politecnico di Bari teaching activity with the direct participation of staff in providing additional didactic programmes such as thesis supervision, work experience training schemes, internships, etc.;*
* *in order to train staff for the productive environment to a highly qualified level, (COMPANY NAME) aims to collaborate with Politecnico di Bari in promoting work placements and/or PhD programmes in the research areas set out in Attachment A of the current Agreement;*
* *The Politecnico Administrative Council, in its meeting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledging the favourable opinion of the Academic Senate during their meeting on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, approves the proposal for a Partnership Agreement in the establishment of the “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” Laboratory between POLITECNICO DI BARI and (COMPANY NAME) and grants mandate to the Rector, in his role as Legal Representative, to undersign said Agreement;*
* *on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a Partnership Agreement was signed to establish the “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” Laboratory;*
* *the Politecnico, in establishing said Laboratory, has reached agreement with (COMPANY NAME) regarding the loan use of premises in Bari situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, land registry reference folio \_\_\_\_\_\_\_\_\_\_\_, part.\_\_\_\_\_\_\_\_\_\_, sub. \_\_\_\_\_\_.*

*IN VIEW OF THE ABOVE, AND INTEGRAL TO THE CURRENT CONTRACT, THE PARTIES AGREE AS FOLLOWS*

*The Parties, as referred to above, agree on the following stipulations:*

1. *The preceding section and relative attachments form integral and essential parts of the current Contract.*
2. *The Politecnico grants the loan of the abovementioned premises to (COMPANY NAME).*
3. *The Politecnico guarantees (COMPANY NAME) access to the premises and connection to electricity, water and gas networks.*
4. *(COMPANY NAME) endeavours to respect all current regulations governing the transit of persons and vehicles within Politecnico property.*
5. *The Parties agree that the premises referred to in this Contract will be provided in accordance with administrative, building safety and urban planning regulations. The Parties recognise the regularity of the premises outlined in this Contract, which is expressly stipulated by law (art. 1803 and subsequent paragraphs) governing loan use of property.*
6. *The duration of the current Contract is for a total period of \_\_\_\_\_\_\_\_\_\_\_\_\_ years from the date of signing and may be renewed after expiry for an equal period of time subject to an exchange of letters between the Parties. Automatic renewal is excluded. Withdrawal on the part of either Party may take place at any time and must be communicated to the other Party by registered letter with at least six months’ notice.*
7. *The Parties agree that where the aforementioned Partnership Agreement is terminated prematurely for any reason, the current Contract will also be automatically terminated on the understanding that the Parties will jointly define the procedure and timeline for the restitution of the premises.*
8. *(COMPANY NAME) will endeavour to return the premises within 45 days of the deadline date and/or termination of the current Contract in the same conditions in which they were found, excepting normal wear and tear damage, under penalty of compensation.*
9. *(COMPANY NAME) will endeavour to use the aforementioned premises with due diligence and exclusively for the use for which they were intended upon loan agreement and no other purpose.*
10. *All other uses of the premises are strictly prohibited, under penalty of the immediate termination of the Contract on the part of the Politecnico.*
11. *Up until the date of restitution, the Politecnico has the right of free access to the premises to carry out inspections in order to ascertain the state and appropriate use of the premises, subject to adequate written notice. (COMPANY NAME) may not refuse consent without legitimate reasons due to normal operative requirements. The Politecnico will endeavour to carry out such inspections in a way that does not interfere with, or interfere in the least disruptive way, the execution of working activity on the part of research project staff.*
12. *(COMPANY NAME) will endeavour to manage, at their own expense, the IT infrastructure necessary to connect with their own premises.*
13. *The Politecnico will endeavour to adhere to all current laws and regulations and comply with any new norms, guaranteeing from henceforth to implement at their own expense any work necessary to accommodate current regulations governing the premises.*
14. *(COMPANY NAME) undertakes to maintain and safeguard the loan premises with all due diligence and to carry out any ordinary maintenance work.*
15. *(COMPANY NAME) will have the right to claim a refund on any extraordinary expenditure, which remains the exclusive responsibility of POLITECNICO DI BARI; the Politecnico will have nothing to claim from (COMPANY NAME) to this regard.*
16. *(COMPANY NAME) will endeavour, in their own name, to activate any telephone line for the premises. The Parties hereby define the expenses related to the supply of utilities and general services as Operating Costs to be met POLITECNICO DI BARI, with the exception of telephone connection services. The latter will be the responsibility of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a total annual amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a fixed refund for this expense.*
17. *(COMPANY NAME), in order to meet the requirements of research activity and relative programmes and productive processes, may carry out modifications, improvements or additions to the premises only after obtaining written authorisation from POLITECNICO DI BARI. POLITECNICO DI BARI will bear sole responsibility for all legal requirements pertaining to the procurement of authorisation, licenses and permission on the part of local authorities.*
18. *Upon expiry of the current Contract, (COMPANY NAME) will have the right to remove, under their own responsibility and expense, any additions to the premises on condition that no damage is caused. Should (COMPANY NAME) not exercise this right, all improvements and additions will remain within the premises in favour of the Politecnico, who waiver with immediate effect any written request to return premises in their original state, excluding any claim by (COMPANY NAME) for damages, compensation, refund or reparations, partial or otherwise; nor may the value of abovementioned improvements or additions in any way compensate for any damage to the loan property.*
19. *In regard to the activities carried out on the premises, the Parties endeavour to respect all regulations on fire and accident prevention, work safety and protection of the environment.*
20. *All requests for authorisation and permits required for the preparation of the premises are the responsibility of POLITECNICO DI BARI.*
21. *(COMPANY NAME) declares its awareness and acceptance of the current work time schedule of POLITECNICO DI BARI, as well as any periods of closure which must be communicated in advance.*
22. *Except where there has been specific authorisation from the Politecnico site supervisor, (COMPANY NAME) authorised staff may not access premises outside building opening times. Should (COMPANY NAME) need to carry out work activity outside working hours or periods of closure, procedures will be agreed by the Parties on a case-by-case basis.*
23. *Access to premises for use as per the current contract is exclusively limited to authorised staff of (COMPANY NAME) and POLITECNICO DI BARI.*
24. *Staff from both Parties must obtain all necessary insurance cover.*
25. *(COMPANY NAME) will endeavour to specify its suitable policies with leading insurance companies to cover any damages to people, objects and/or the property as a result of its staff activities within the premises, with an express waiver of right of recourse on the part of the insurance company towards POLITECNICO DI BARI.*
26. *In turn, POLITECNICO DI BARI will endeavour to specify its suitable policies with leading insurance companies to cover any damages to people, objects and/or the property as a result of Politecnico staff activities within the premises, with an express waiver of right of recourse on the part of the insurance company towards (COMPANY NAME).*
27. *The current Contract is subject to registration only where its use is under the responsibility of, and fee charge to, the requesting Party. The stamp duty fee will be paid by (COMPANY NAME).*
28. *The current Contract is interpreted and governed exclusively by Italian law. The Parties agree that the place of jurisdiction will be Bari for any disputes connected to the current agreement.*
29. *Any modification to the current Contract must be made by both Parties in writing .*
30. *All communication or information exchange from one Party to the other must be made in writing with a hand-delivered letter or e-mail or by registered post using acknowledgement of receipt (date of receipt taken as that of arrival of delivery return card) to the following addresses:*

*For (COMPANY NAME):*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*For Politecnico di Bari:*

*Politecnico di Bari*

*Via Amendola n. 126/B, 70126 Bari (Italy),*

*for the attention of Prof. Francesco Cupertino, Rector*

1. *Any forbearance on the part of one Party regarding the conduct of the other Party, implemented in violation of the norms outlined in this Contract, will not constitute a waiver of the rights arising from the violated provisions nor of the right to demand the exact fulfilment of all terms and conditions referred to herein. A waiver of any breach of regulations set out in this Contract must be made in writing and will not constitute nor be interpreted as a waiver for any other or subsequent breach of this agreement.*
2. *The Parties will endeavour to adhere fully to the norms set out under EU Regulations 2016/679 and subsequent amendments and additions.*
3. *For any other points not expressly referred to, the regulations under art. 1803 et seq. of the Civil Code will apply.*

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| ***For (COMPANY NAME)\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  | ***For Politecnico di Bari***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Prof. Francesco Cupertino*  *Rector* |