



This document is a translation of the original Decree n.60231(433) of 11/04/2018 drafted in Italian, which is the only one holding legal value. The following is only a translation designed to simplify the understanding for all those who have greater familiarity with the English language.

Decree n. 60231 (433)
Year 2018

University – External Entities Laboratories Regulation

THE RECTOR

- **HAVING REGARD TO** the University – External Entities Laboratories Regulations, approved by Rector Decree no. 939/2011 – reference no. 60967;
- **HAVING REGARD TO** the Joint Laboratories and Sponsored Research Commission’s proposal for making some additions and amendments to said Regulations text;
- **WHEREAS** the amendments proposal was shared with the Research Commission on 9 February 2018;
- **HAVING REGARD TO** the opinion of the General and Legal Affairs Commission at its meeting of 12 February 2018;
- **HAVING REGARD TO** the opinion of the Technical Administrative Committee at its meeting of 5 March 2018;
- **WHEREAS** it is appropriate to accept the proposed amendments to the University – External Entities Laboratories Regulations;
- **HAVING REGARD TO** the resolutions of the Academic Senate of 14 March 2018 and of the Board of Directors of 30 March 2018;
- **HAVING REGARD TO** the in-force University By-Laws;

ISSUES

the following Regulations:

University – External Entities Laboratories Regulations

Article 1 Establishment of Laboratories

1. The formal covenant between the University and other public or private entities may establish research laboratories, hereinafter referred to as ‘Joint Laboratories’, upon resolution made by the concerned Department(s) and Centre(s) with administrative authority. The Centres are the structures referred to in Arts. 34, 35, 36 of the University By-Laws. The Parties may locate the Joint Laboratories in University premises or premises provided by the external entity(ies).

2. A joint laboratory can be established on a specific research and development topic identified by University together with one or more external entities. The topic must allow for precise, unambiguous and narrow identification of the investigation field. On one



particular research and development topic, the external partner may propose to the University the establishment of a single laboratory only.

The joint laboratory, in connection with its field of investigation, may also include internship activities on research projects, such as those aimed at the development of master and doctoral theses in collaboration with external partners, and contribute to specialist training, counselling and introductory placement programmes prepared or coordinated by university facilities.

The proposal for the establishment of a joint laboratory must be sent to the President of the University Service Centre for the Valorisation of Research Results and Management of the University Incubator (hereinafter CsaVRI) for preliminary evaluation by the competent University Commission.

3. The resolution to establish a joint laboratory, individually passed by every Department/Centre involved, must state the reference Department/Centre, the other Departments/Centres involved if any, the external entities involved and their participation resolutions, the motivations, aims and the professors/researchers contributing to the activities in the initial phase, the University Scientific Manager, the site(s) where the joint laboratory seats, the structure(s) bearing the operation and routine maintenance costs, the administrative unit taking charge of the administrative-accounting management as well as the persons responsible for the health and safety obligations. The resolution shall also indicate clearly the premises and equipment provided for carrying out the activities and the entity who provides them.

4. The resolution to set up the reference Department/Centre, together with the resolutions of any other Departments/Centres involved, must be sent to the President of CsaVRI, who will communicate it, by registered letter, to all University Departments/Centres. The latter ones may make comments, to be addressed to the President of CsaVRI and, for information, to the Rector and the Department/Centre involved, by 30 days from the transmission of the registered letter. Suppose observations arrive within the deadlines mentioned above. In that case, the reference Department/Centre will resolve whether or not to accept them. It will send its resolution to the President of CsaVRI and, for information, to the Rector by 90 days from receipt of the observations. In the case of observations, the stipulation of the acts referred to in paragraphs 5 and 6 below is subject to the approval of the Academic Senate.

5. After the expiry of the terms of paragraph 4 above, and in any case within the framework of the provisions of such paragraph, the covenant, normally drawn up based on a template approved by the competent University Commission and published online, and which must always refer explicitly to the knowledge and acceptance of the provisions of these Regulations, is concluded on behalf of the University by all the Departments/Centres concerned. Such covenant defines the relations and obligations between the University and the external entity(ies), limited, as far as the University is concerned, to the resources over which the signatory Departments/Centres have liability and management autonomy. The deed must indicate, for each external entity involved, the name, tax code, registered office and operational headquarters for contacts with the University. For the sole purpose of carrying out the research and development projects of the established laboratory and only for its the duration, and in any case no later than the disablement of the laboratory, the



external parties involved may identify an operational seat of theirs at the premises of the laboratory belonging to the participating Departments/ Centres. The joint laboratories cannot assume legal, administrative and accounting autonomy. The deed must provide for limitations/exclusion of liability for the University in case of partial/total, incomplete and/or incorrect performance. The covenant must specify the person responsible for the safety of the laboratory with reference to the applicable laws.

In compliance with the University Regulations for the workplace safety and health of employees, the reference Department/Centre must send the draft covenant, before the closing, to the General Manager, as Employer, and to the Prevention and Protection Service.

6. The covenant must specify the objectives and purposes establishing the joint laboratory, the name of the University Scientific Manager, the seat of the joint laboratory, the equipment and services provided by the University or external entity and the requirements regarding workplace safety. The covenant may also indicate the names of the professors/researchers who contribute to the activities. The deed must also define the obligations of the external entity to cover any costs and investments for facilities, equipment, staff and/or services made available by the University, without additional charge to the latter, for the implementation of research and development projects of the participants' common interest fitting the laboratory's field of investigation, through, for example, the creation of scholarships.

The amount paid by the external entity, subject to VAT, is a flat-rate reimbursement of the running costs of the joint laboratory and does not include the application of withholding taxes.

7. Upon receipt of a copy of the covenant, signed by the parties, the Research and Technology Transfer Services Area - CsaVRI will add the new laboratory to the online communication regarding technology transfer and exploitation of scientific and cultural research.

8. The joint laboratories shall be included, until their eventual disablement (as per Art. 11), in the University research database.

Article 2 University Commission for the University – External Entities Research Laboratories

1. An aptly representative University Commission for the University – External Entities research Laboratories is hereby established. Such Commission has no less than three and no more than five members.

The Rector appoints the members and the President of the Commission, which remain in office for four academic years and may be confirmed only once. The Chairman of CsaVRI participates by right in the Commission's work.

The President of the Commission moderates and convenes it, also by telematic means.

A unit from the technical-administrative staff also takes part in the Commission as Minutes Secretary.

The majority of attendees takes the Commission's decisions. In case of a tie, the President's vote shall prevail.

2. The Commission has the following tasks



- a) It expresses its opinion on the requests for the establishment of University – External Entities research laboratories
- b) It carries out the annual monitoring of the joint laboratories (under art.9)
- c) It expresses its opinion on the amendment of these Regulations

Article 3 Scientific Manager

1. Each joint laboratory has a Scientific Manager chosen from among the professors and researchers of the University of Florence participating in the activities of the laboratory. The duty lasts three years and is renewable.
2. The Scientific Manager is liable for the laboratory functioning, he/she coordinates and manages the structures' activities according to the purposes and methods provided for in the founding resolution in compliance with the principles established in the University Ethical Code.
3. It is the task of the Scientific Manager to define, in agreement with the external entity(ies) and the researchers participating in the laboratory activities, the research lines of the laboratory, identify funding opportunities taking action for their acquisition always in compliance with the provisions of the founding covenant. The Scientific Manager shall fill in and send annually to the President of CsaVRI and the founding entities a copy of the monitoring questionnaire referred to in Article 9.

If the Joint Laboratory is established with a Spin-off of the University of Florence, the authorised representative of the Spin-off cannot be the scientific manager of the Joint Laboratory too.

Article 4 Composition

1. Professors and researchers other than those who have set a joint laboratory can contribute to its activities, even if affiliated with other universities or research organisations, inasmuch as employees of organisations or companies, wishing to carry out research activities at the laboratory on its issues and projects, can also do. Any new involvement in an already established laboratory is subject to the existing members' approval. The Department/Centre must send its resolution to the President of CsaVRI for the update of the communication and databases. The same procedures apply in case of termination of participation by parties other than the founders of the laboratory.
2. Subjects operating continuously at the laboratory must have insurance coverage either from the University or from the external entity.

Article 5 Activities developed in the laboratory

1. The joint laboratory shall develop:
 - a) research and development projects agreed upon by the convening parties, within the limits provided for in the covenant of association pursuant to Art. 1 paragraph 6, or commissioned in the interest of the external entity.
 - b) research and development projects contracted by third parties.
 - c) any specialised training (internships, post-graduate, and the like) and placement activities related to the research and development projects.



2. Research and development projects, and any related activity, of the external entity's prevailing interest commissioned to the University's facilities within the laboratory, as well as research and development projects contracted by third parties shall be governed by a specific contract pursuant to the University Regulations for Carrying out research or teaching activities contracted by public or private entities.

Article 6 Activities developed by the external entity for research contracts concluded alone

1. If the joint laboratory partner acquires an order on its own from of a third party and needs to use the Joint Laboratory's premises and equipment, a special agreement between the Department/Centre and the external entity must be signed before the start of activities at the laboratory, defining the fee that the latter must pay to the Department/Centre for the use of the (University) resources. For the collection of the payment, the Department/Centre will issue an invoice to the external entity.

Article 7 Intellectual property

1. For research and development projects, agreed upon by contracting parties, the ownership of any research and development result shall follow the criterion of the nature and degree of the parties' prevailing contribution conferred to the projects, without prejudice to both the option of the other party to obtain a free and exclusive licence and his/her pre-emption right of purchase in case of final transfer of the results to others. If both parties contribute equally to the projects, they shall conclude a specific agreement for the allocation and terms of co-ownership.

2. For research and development projects commissioned by third parties, (the ownership of any result) shall be regulated by a special agreement, pursuant to Art. 6 of the University Regulations for Carrying out research or teaching activities contracted by third parties.

Article 8 Use of logos

1. The logo of the Department/Centre of the University of Florence is the exclusive property of the University. It can be used by the partner of the joint laboratory, in combination with its logo, just in case of the organisation of joint initiatives with the Department/Centre, upon authorisation by the Director of the Department/Centre.

Article 9 Activity monitoring

1. The activity of the joint laboratory is subject to annual monitoring by the University Commission referred to in Article 2.

2. For the continuous monitoring, the President of CsaVRI uses questionnaires on the activities, resources, results and outlooks of the laboratory, to be filled in by its responsible person. The repeated, omitted completion of the questionnaire constitutes a severe irregularity within the meaning of Art. 11, paragraph 1.

Article 10 Term of the laboratory



1. A joint laboratory shall be set up for three years, starting from the closing of the Convention, renewable if necessary.
2. The possibility of renewal of a joint laboratory is subject to the positive outcome of the monitoring referred to in Article 9; the President of CsaVRI shall transmit the outcome of such monitoring to the Scientific Manager and the Director of the Department/Centre. In case of a positive outcome, the Scientific Manager may renew the Joint Laboratory.
3. The renewal may occur through an exchange of letters signed by the heads of all contracting parties, or by a new agreement between the parties. The Scientific Manager must send to the President of CsaVRI the new contract or the renewal communication.

Article 11 Disablement of the laboratory

1. The laboratory may be disabled before the expiry term referred to in Art. 10, paragraph 1:
 - a) by the contracting parties' agreement;
 - b) unilaterally, by resolution of the Department/Centre of reference, adequately justified, for serious irregularities or malfunctions. The disablement shall be immediately notified to the President of CsaVRI.
2. In case of disablement, the external party shall bear the costs referred to in Article 1, paragraph 6, accrued up to the disablement date.
3. The disabled laboratory is deleted from the University research databases but remains in the archives of the activities carried out.

Article 12 Entry into force

- 1 These Regulations shall enter into force on the day following their publication in the Official Bulletin of the University

Florence, 11 April 2018

The Rector
Prof. Luigi Dei