



INTERNATIONAL SCHOOL FOR ADVANCED STUDIES
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REGULATION FOR CONTRACTS OF RESEARCH, CONSULTING, TRANSFER OF RESEARCH RESULTS, TEACHING AND RESEARCH CONTRIBUTIONS

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INTRODUCTION

This Regulation regulates the development of the activities carried out by SISSA on behalf of external, public or private customers.

‘Research services’ shall mean the pure or applied research activities regulated by agreements or contracts stipulated with Public or Private Entities.

‘Consulting services’ shall mean the activities aimed at addressing research activities or projects in place at the customer which require SISSA personnel to elaborate advice and opinions on technical or scientific problems.

‘Transfer of research results’ shall mean making available to the external customer the results already achieved by a study or research. A typical case, although not exclusive, is enabling the use of calculation programmes devised by SISSA personnel within the framework of research activities which have already been concluded.

‘Teaching services’ shall mean the organisation and execution, commissioned externally, of courses, seminars, series of lectures, the preparation of teaching material, and any activity that has teaching as its subject, provided that it does not fall under the normal duties of SISSA’s institutional activities.

‘Research contributions’ shall mean amounts paid by a Public or Private Entity to SISSA such as financial help for a particular research, without any particular constraints.

CHAPTER I

GENERAL RULES

ART. 1 – The International School of Advanced Studies of Trieste (SISSA) may carry out on behalf of third parties, through contracts and agreements, activities of research, consulting, and teaching, and may transfer research results in a manner and to an extent compatible with its institutional aims.

The execution of such services is entrusted to the scientific Areas or the Responsibility Centres, hereinafter considered equivalent to the Areas. The responsibility of these said activities can be entrusted to academic personnel, research personnel, and technical and administrative personnel.

SISSA, as the subject performing the services, is the recipient of the related revenues. The Director, in his/her capability as the School’s legal representative, may stipulate agreements and contracts and authorise transfers and consulting activities. The Director can delegate his/her power according to the methods provided in the following articles.



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ART. 2 – Excluded from the application of this Regulation is the funding provided by the Minister of University and the Scientific and Technological Research, and the funding provided by Research and Experimentation Public Institutes under Law 20.3.1975, no. 70, as well as the funding provided based on agreements or contracts stipulated pursuant to articles 27 and 92 of the Presidential Decree no. 382/80.

In case of uncertain qualification of the services required, SISSA's Board of Directors shall resolve on the matter.

ART. 3 – For all the activities described above, the internal personnel of the School shall be used; 'internal personnel' means teachers, researchers, technical and administrative personnel.

Should part of the activities not be able to be carried out by internal personnel, personnel external to the School can be contacted. Subject to authorisation by the Area Board concerned and compatibly with the rules considered in the relevant regulations of the School, also Ph.D. students and research fellows of the School can be previously appointed to carry out activities which are necessary for the fulfilment of the commissioned services.

The external collaborators, for the execution of the aforementioned activities can be paid using the funds of the research, teaching and research contribution contracts, limited to the duration of the contract or contribution. Such personnel shall be used in compliance with the rules provided by the Regulation for use of personnel external to the School. For each contract, the spending limit for external collaborations and/or the recruitment of temporary personnel shall be fixed based on the specific needs.

If the services require the collaboration of personnel from other Universities, relevant permission shall be obtained from the Head of Department or Institute of affiliation. Such personnel shall not be considered as external to the School but as an internal collaborator.

ART. 4 – Should the service provide for the payment of penalties by the School, the penalties will be accepted only if of a defined value.

The Area should declare its willingness to pay any penalties from its funds.

ART. 5 – The internal personnel who collaborate for the execution of the services being the subject of this Regulation are remunerated within the possible limits specified by the Board of Directors; the Board of Directors has the power of determining, for each type of service, the percentage allocated to the remuneration of the internal personnel.

The Areas shall propose the allocation of remunerations based on the work commitment and qualifications of the personnel. The settlement of remunerations shall only take place after the School has collected its remuneration for the services provided.



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CHAPTER II

AGREEMENTS AND CONTRACTS

ART. 6 – The research, consulting, and teaching services shall be carried out on the basis of agreements and contracts.

ART. 7 – An agreement is a deed which expresses the will of collaboration between SISSA and the customer in one or more sectors of activity.

Normally the agreement does not provide for a remuneration, and indicates the aims and the type of the collaboration, its methods, including administrative and, where needed, economic methods, and can be implemented through the stipulation of suitable contracts.

Two kinds of contracts can be used:

- 1) a correspondence contract, which is concluded by exchanging letters between the parties (this is provided for in this Regulation for the services of consulting, teaching, transfer of research results and for research contributions).
- 2) a private deed drawn up, where required, on legal paper (this is provided for in this Regulation for research services and, if expressly requested, for all other types of services).

The agreements shall be approved by the Board of Directors, after having heard the School Senate's opinion, and concluded by the Director.

The contracts are deliberated by the collective body of the independent management centre on the basis of this Regulation, and are signed by the Director or his/her delegate after having been examined by the Technology Transfer Committee.

CHAPTER III

RESEARCH SERVICES

ART. 8 – A research contract regards an objective which is defined and limited in time and contents. The contract shall be drawn up according to the rules and the schedules of this Regulation, and shall contain all the clauses regulating the relationships with the other party. The contract is forwarded to the Administration Department, following resolution by the collective body of the independent management centre, to be examined by the Technology Transfer Committee.

Any dispute between the aforementioned Committee and the Area concerned shall be resolved by the Board of Directors. After the Committee expressing favourable opinion, the contract is concluded by the Director or by his/her proxy.

ART. 9 – The determination of remuneration (excluding VAT) to be requested in payment for the performance of research activities, carried out in execution of the contracts and the agreements discussed in this Chapter shall be done based on the following elements:



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- cost of consumables;
- calculation expenses;
- cost of internal personnel;
- travel and mission expenses;
- cost of possible use of internal areas at SISSA;
- cost for possible use of equipment and services outside of the School;
- general Administration expenses (10%); the general Administration expenses are 20% in all contracts considered in this Regulation, for which it is not possible to determine the expenses directly referred to the fulfilment of the research;
- charges relating to academic personnel, research personnel, technical personnel and administrative personnel involved in the service;
- cost sustained for the consumables needed for the execution of the service;
- cost of purchase and/or depreciation (1/4 of the purchase cost per year) of the technical and scientific equipment and teaching equipment required for the execution of the service, and the cost for its maintenance, in proportion to the fraction of depreciation time used for providing the service.

In determining remuneration, the percentage to be detracted in favour of the Research Fund for the Area shall be taken into account, as well as the share destined to the Common Fund and any other expense item affecting the global cost of the service.

In determining the service costs, the market prices applied to the same service or similar service shall be taken into account.

ART. 10 – Should the activity being the subject of the contract lead to a patentable invention, the patent shall be the joint property of SISSA and the customer, by an extent to be defined in the Contract. Should SISSA not be interested in the patent, the customer Entity will have pre-emption right on the transfer by the School of the part being the School's property. If this is not the case, SISSA shall be entitled to a share of the profits earned by the customer through the exploitation of the patent due to its co-ownership share in the patent.

As an alternative to the above, the customer may reserve exclusive ownership of any patents in respect of a lump-sum defined in the contract.

CHAPTER IV

CONSULTING SERVICES

ART. 11 – Consulting activities regarding the issuance of opinions, advice and address about technical and scientific problems, project and related activities, and, in general, any type of relationship which requires a limited use of the School's resources and which by its nature does not fall under the other activities regulated by this Regulation.



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Remuneration to be requested to the customer shall be determined based on the following elements:

- cost of consumables;
- calculation expenses;
- cost of internal personnel;
- travel and mission expenses;
- cost of possible use of internal areas at SISSA;
- cost for any use of equipment and services external to the School;
- general Administration expenses (10%); the general Administration expenses are 20% in all contracts considered in this Regulation, for which it is not possible to determine the expenses directly referred to the fulfilment of the research;
- expenses relating to academic personnel, research personnel, technical personnel, and administrative personnel involved in the service;

cost of purchase and/or depreciation (1/4 of the purchase cost per year) of the technical and scientific equipment, and of teaching equipment needed for the execution of the service, and the cost for its maintenance, in proportion to the fraction of depreciation time used for providing the service.

In determining the remunerations, the percentage to be detracted in favour of the Research Fund for the Area shall be taken into account, as well as the share destined to the Common Fund and any other expense item affecting the global cost of the service.

The consulting services are normally entrusted to an Area which, should full-time personnel not be available, may also use, for rendering the consulting services, temporary academic personnel, provided that they declare that they have no current direct professional relationships with the Entity requiring advice, nor have had it in the last five years. The same declaration shall be made by academic personnel who have opted for full-time since less than five years.

The customer cannot use the name of SISSA for publicity purposes, even if connected to the subject of the consulting, nor can the customer use the results of the consulting as (or in support of) expert testimony in disputes of a legal nature.

The entrustment procedure of the consulting services envisages two different situations, depending on whether the customer is already able to indicate the name of the expert(s) to whom he/she intends to require consulting.

After having ascertained the availability of the expert(s), i.e. of the Area competent on the subject matter, and having had the favourable opinion of the Technology Transfer Committee, Committee of the Board of Directors, on the contract's terms and conditions, the Director shall conclude the consulting contract.

CHAPTER V

TRANSFER OF RESEARCH RESULTS



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ART. 12 – The Coordinator of the Area to which the transfer has been requested shall transmit the proposal to the Director, ensuring the availability of the Area to the transfer according to the set terms and conditions.

The following shall be enclosed to the proposal, for internal use:

a) a declaration of the Area Coordinator indicating whether the research that gave rise to the subject of the transfer was financed by a contract.

In this case the Coordinator shall communicate the details of said contract and certify, under their personnel liability, that the transfer in question is compatible with the clauses of such contract; in this declaration, the Coordinator shall also declare the existence or non-existence of the constituent elements of an invention which may be deemed worthy of patenting;

b) indication of the person in charge of the operation;

c) the schemes for determining the remuneration and allotment of revenues; such schemes shall be drawn up according to the instructions enclosed;

d) extract of the minutes of the Area Board's meeting containing the resolution authorising the transfer.

In determining the global cost of the transfer, the market prices for the same service or similar service applied by Public and Private Entities, where feasible, shall also be taken into account.

The Director, upon obtaining the favourable opinion of the Technology Transfer Committee on the contract's terms and conditions, shall sign the transfer agreement.

CHAPTER VI

TEACHING SERVICES

ART. 13 – The determination of the remunerations to be requested in payment for the execution of the teaching activities shall be done based on the following elements:

- cost of consumables;
- cost of internal personnel;
- travel and mission expenses;
- cost of possible use of internal areas at SISSA;
- general Administration expenses (10%); the general Administration expenses are 20% in all contracts considered in this Regulation, for which it is not possible to determine the expenses directly referred to the fulfilment of the research;
- cost sustained for the consumables required for the execution of the service;
- cost of purchase and/or depreciation (1/4 of the purchase cost per year) of the technical and scientific equipment and teaching equipment required for the execution of the service, and



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the cost for its maintenance, in proportion to the fraction of depreciation time used for providing the service.

The Ph.D. students may participate in the teaching activities within the limits set by art. 4, paragraph 8 of Italian Law 03.07.1998, no. 210.

In determining the remunerations, the percentage to be detracted in favour of the Research Fund for the Area shall be taken into account, as well as the share destined to the Common Fund, the additional charge for use of premises, as well as any other expense item affecting the global cost of the services. The remunerations and allocation of revenues shall be determined according to the enclosed indications.

CHAPTER VII

RESEARCH CONTRIBUTIONS

ART. 14 – ‘Research contributions’ shall mean the amounts paid to SISSA by a Public or Private Entity, to be allocated to an Area as financial aid to a particular research activity, without additional constraints for the Area which uses such funds except that of presenting the contributing Entity a final report on the research, and mentioning it as a sponsor of the the research in the publications presenting the results of the research.

ART. 15 – The contribution may also be disbursed for the construction of an equipment prototype; in such event, the Board of Directors may examine the possibility of transferring the prototype to the contributing Entity, permanently or temporarily, setting the transaction methods and details on a case by case basis.

ART. 16 –Should the activity being the subject of the contract lead to a patentable invention, the patent shall be the joint property of SISSA or the joint property of SISSA and the contributing Entity. In the first case, the contributing Entity will have pre-emption right on the transfer of the patent or of its exploitation. In the second case, the contributing Entity will have pre-emption right on the transfer by SISSA of the part being the School’s property. If this is not the case, SISSA shall be entitled to a share of the profits earned from the exploitation of the patent by the customer through the exploitation of the patent.

ART. 17 – No personnel remuneration can be given to SISSA’s personnel from research contributions.

The Administration shall withdraw a share for general expenses, equal to 10% of the total amount of the contribution less the investment costs. External collaborators or people temporarily employed can be paid from the contribution funds, based on the specific needs determined in each case by the aforementioned Technology Transfer Committee.



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ART. 18 – The research contribution may be granted either by regular contract or simply by letter to the disbursing Entity.

In any case, the agreement or letter shall contain:

- indication of the purpose of the contribution and the Area to which it is donated;
- obligations of SISSA within the limits laid down in Art. 14;
- explicit indication of the liberty by SISSA to publish all research results without any constraints.

CHAPTER VIII

DETERMINATION AND DISTRIBUTION OF PROFIT

ART. 19 – Earning is intended as that which remains after detracting the following expenses from the overall remuneration:

- expenses for the purchase and/or depreciation of equipment;
- expenses for the use of consumables and calculation expenses;
- cost of internal personnel;
- personnel travel and mission expenses;
- cost of possible use of internal areas at SISSA;
- reimbursement to the Administration of general expenses to be calculated as a lump sum equal to 10% of the amount paid by the customer; the general Administration expenses are 20% in all contracts considered in this Regulation, for which it is not possible to determine the expenses directly referred to the fulfilment of the research;
- any other expenses required for the execution of the services such as those for the use of equipment or facilities which are not the property of the School or for the use of external collaborators.

The profit thus determined shall then be allocated within the following limits:

- a) 5 % to the Research Fund of the Area
- b) 20 % to the Common Fund
- c) 75 % at the disposal of scientific manager, who can allocate the sum to the research fund or to remuneration of internal personnel who have actively collaborated to the activities, unless addition restraints are imposed to the total amount of the contract (T), as set out in Annex 1

The amounts referred to in paragraphs b) and c) shall be deemed to include social security and welfare contributions.

The effective profit share which may remain following all the levies and remuneration to personnel is assigned to research the fund of the Area as referred to in point a).

COMMON FUND



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ART. 20 – The share assigned to the Common Fund referred to in point a) of the previous article 19, is split among the technical and administrative personnel who have not contributed to the provision of the individual services, according the criteria issued separately by the Board of Directors.

REMUNERATION OF PERSONNEL

ART. 21 – The amount referred to in point c) of paragraph II of the article 19 below is disbursed in the maximum percentage of 60% of the global revenues for the research services provided and the transfer of the results under previous articles 8 and 12, and in the maximum percentage of 80% for the consulting and teaching services under articles 11 and 13. The internal personnel of SISSA who have collaborated to providing the service is paid in compliance with the proposal of the Area Board concerned.

To this end, the manager of the activity shall submit to the Administration a final report of the activity carried out and a declaration attesting the effective participation of the internal personnel as defined in Article 3.

Remuneration of the aforementioned personnel may occur only if the service provided is closely related to the execution of the contracts being the subject of this Regulation, and shall be proportionate to the relevant participation share.

FINAL RULES

ART. 22 – The contracts being the subject of this Regulation, can envisage the creation of scholarships.

The limits laid down for their amount in this Regulation, expressed as absolute or percentage, may be periodically modified by resolution of the Board of Directors.

The Area Coordinators and the Facilities Managers shall ascertain the compatibility of the rendering of the services to third parties with the fulfilment of their institutional duties and the activities of study and research of the internal personnel.



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Annex 1

SCHEMES FOR DETERMINING REMUNERATION

EXPENSES

- S1** Purchase and/or depreciation and/or maintenance of equipment
- S2** Consumables and calculation expenses
- S3** Cost of internal personnel;
- S4** Personnel missions
- S5** External personnel salaries
- S6** Cost of possible use of internal areas at SISSA;
- S7** External equipment
- S8** Promotional activities
- S9** General administration expenses

PROFIT

- U1** Area research fund
- U2** Common Fund
- U3** At the disposal of the scientific manager, who may allocate it to the research fund or to remuneration of internal personnel who have actively collaborated to the activities

CONSTRAINTS TO BE RESPECTED

$S=S1+S2+S3+S4+S5+S6+S7+S8+S9$
 $T=S+U$

$U=U1+U2+U3$

$S9 = 0.10 T$ (20% T in all contracts considered in this Regulation, for which it is not possible to determine the expenses directly referred to the fulfilment of the research)

$U1 = 0.05 U$

$U2 = 0.20 U$

$U3 = 0.75 U$

$U3 \leq 0.60 T$

RESEARCH CONTRACTS AND TRANSFER OF RESULTS

$U3 \leq 0.80 T$

CONSULTING AND TEACHING

$S1 = 0$

CONSULTING AND TRANSFER OF RESULTS

U2 and U3 are inclusive of the deduction of social security and welfare