IL DIRETTORE GENERALE

DISPOSIZIONE N. 87

DI DATA: 18/04/2024

OGGETTO: EPO Pan-European Seal Young Professionals Program. Supplementary Agreement tra Area Science Park, Young Professional e EPO: adozione e sottoscrizione.

☐Pubblicazione ai sensi dell'art. 23 c.1 del D.Lgs. 33/2013

Visto riservato alla Sezione Amministrazione e Personale

☑ non comporta impegno di spesa

☐ impegno

☐ accertamento

IL DIRETTORE GENERALE

RICHIAMATA la propria disposizione di data 01 marzo 2024, n. 43 avente ad oggetto "*EPO Pan-European Seal Young Professionals Program. Tripartite Agreement tra Area Science Park, EPO e Young Professional: approvazione e sottoscrizione. Supplementary Agreement tra Area Science Park e Young Professional: adozione e sottoscrizione*";

DATO ATTO che:

- Il "*Tripartite Agreement"* inviato dall'*European Patent Office* (EPO) ad Area Science Park in data 24 gennaio 2024, già sottoscritto dal Presidente di EPO, è volto a regolamentare il mantenimento dei legami dello "*young professional*" (YP) con EPO, con particolare riferimento alla retribuzione, alla previdenza sociale, alle spese di viaggio e alla progressione di carriera;
- il *"Supplementary Agreement"*, data l'indisponibilità di EPO ad integrare il sopraccitato "*Tripartite Agreement"*, è stato messo a punto con i contributi dell'Ufficio Legale, dell'Ufficio Risorse Umane e del Responsabile del Servizio di Prevenzione e Protezione di Area Science Park per definire gli obblighi a carico di Area Science Park e dello YP stesso, mutuandoli, ove possibile e unicamente ai fini della regolamentazione della sua permanenza presso Area Science Park, da quanto previsto nelle Convenzioni per lo svolgimento di attività di ricerca attualmente in essere presso l'Ente;

PRESO ATTO che EPO, dopo aver richiesto in visione il sopraccitato *"Supplementary Agreement"* ha espresso la volontà di comparire come firmatario dello stesso, proponendo alcune modifiche esclusivamente formali derivanti dall'inserimento di un terzo firmatario dell'accordo;

PRESA VISIONE del testo del così integrato *Supplementary Agreement* tra Area Science Park, YP ed EPO;

RITENUTO di determinarsi alla sottoscrizione del suddetto *Supplementary Agreement* tra Area Science Park Area Science Park, YP ed EPO ai sensi dell'art. 25, comma 6, dello Statuto dell'Ente;

DATO ATTO che le attività sopradescritte attengono alle attività istituzioni dell'Ente e non comportano impegno di spesa;

DISPONE

di adottare e sottoscrivere il *Supplementary Agreement* tra Area Science Park, YP e EPO.

IL DIRETTORE GENERALE

dott.ssa Anna Sirica

Anna Sirica
18.04.2024
10:28:13
GMT+01:00

Elenco Allegati: Supplementary Agreement

SUPPLEMENTARY AGREEMENT BETWEEN AREA SCIENCE PARK, DAVID ALVES, EPO PAN-EUROPEAN-SEAL YOUNG PROFESSIONAL AND THE EUROPEAN PATENT ORGANISATION BETWEEN

Area di Ricerca Scientifica e Tecnologica di Trieste - Area Science Park, headquartered in Trieste, Padriciano 99, Tax Code 00531590321, represented by Ms. Anna Sirica, General Director (hereinafter referred to as 'Area Science Park' or 'Institution')

AND

David Alves, born in Lisbon on 17 April 1997, domiciled at Simeonistrasse 8, 80637, München, Germany, EPO Pan-European-Seal Young Professional (hereinafter referred to as 'YP')

AND

The European Patent Organisation, which has its seat at Bob-van-Benthem-Platz 1, 80469 Munich, Germany, acting through the European Patent Office (hereinafter referred to as the 'EPO')

jointly also referred to as the 'Parties' and individually as the 'Party'

WHEREAS

- Area Science Park manages a PatLib Center, recognized and accredited by the General Directorate for fight against counterfeiting - Italian Patent and Trademark Office (UIBM) of the former Ministry of Economic Development;
- PatLib Centres (Patent Library), the result of agreements between National Patent Offices and the EPO, are patent information centres organized in a network and distributed in the EPO member states with the aim of disseminating, through guided access to patent information, assistance and information on Intellectual Property issues at a territorial level, starting from the technical-scientific and strategic information obtainable from patents and their contribution to innovation and competitive development;
- PatLib Centres (Patent Library) can be hosting institutions of the EPO Pan-European-Seal Young Professional Program (hereinafter referred to as 'YPP') on-the-job training program dedicated to young professionals employed by EPO, who remain entitled to EPO remuneration and EPO social security & health insurance scheme;
- Area Science Park, the EPO, and David Alves, through the YPP matching procedure, have already agreed on tasks and functions to be performed during the secondment period on Area Science Park premises (Annex I);
- the EPO has already provided a standard Tripartite Agreement concerning the conditions of employment during David Alves' secondment to Area Science Park (hereinafter 'Secondment Period'), which clearly states the maintenance of links of the Young Professional with EPO, with particular reference to performance appraisal and career progression, remuneration, social security and travel expenses;

- further to Articles 7 and 11.2 of the Tripartite Agreement, Area Science Park defines in this agreement the respective obligations applicable for the purposes of regulating the YP's physical presence on the premises of Area Science Park.

NOW THEREFORE
THE PARTIES AGREE AS FOLLOWS

Article 1
VALIDITY OF THE PREAMBLE AND ANNEXES

1. The preamble and annexes constitute an integral and substantive part of the present agreement.

Article 2
SUBJECT

1. This agreement concerns the regulation of the program of activities reported in Annex I and of the relations between Area Science Park and the Young Professional (YP) for anything not explicitly provided for in the tripartite agreement referred to in the Preamble.
2. In accordance with Art. 11.3 of the Tripartite Agreement, in the case of conflict between obligations arising from employment with the EPO and obligations imposed by Area Science Park, the former will prevail.

Article 3
METHOD OF IMPLEMENTATION

1. Since the activities carried out in execution of this agreement are not subject to an employment relationship between Area Science Park and the YP, they will be continuous, temporally defined and not merely occasional, must have flexibility characteristics that respond to the training needs of the YP and will be implemented without any constraints of the kind normally deriving from a relationship of employment with Area Science Park.
2. The YP's activity will be scheduled according to a program defined by the Scientific Supervisor and within a maximum of 8 (eight) hours a day over 5 (five) days a week, in the framework of standard working hours at Area Science Park, to allow for coordination with the Institution's general organizational framework and personnel.
3. Research activities will be carried out on Area Science Park premises, at Padriciano 99 - 34149 Trieste, in compliance with standard working hours and access guidelines, without prejudice to any periods of off-site training, duly motivated by training, technical and scientific needs.
4. To carry out research activities, the YP shall use the facilities and infrastructures, equipment, and materials of Area Science Park, which shall comply with current laws and regulations on safety in the workplace.
5. The 'Secondment Period' does not in any way constitute a relationship of employment, nor does it give right to social security or welfare treatments.
6. The YP is also entitled to insurance coverage for civil liability and accidents (professional and commuting risks) through a specific policy stipulated by Area Science Park, valid for the entire duration of the 'Secondment Period'.
7.

Article 4
AREA SCIENCE PARK'S OBLIGATIONS

1. Area Science Park undertakes to provide the YP with all the means necessary to carry out the activity envisaged in the project, particularly as regards infrastructure, equipment, materials, and devices similar to those provided to personnel regularly on duty.

2. With reference to Legislative Decree no. 81/2008, Area Science Park guarantees that the work environment and tools used by the YP are compliant with all the features prescribed by current legislation for protection of the health and safety of employees, informing the YP of any risk present at the premises, providing him with a copy of the evacuation plan of the building.

3.

Article 5
OBLIGATIONS OF THE YP

1. By signing this agreement, the YP acknowledges that he is aware that the 'Secondment Period' shall not in any way constitute a relationship of employment, nor shall it give right to social security or welfare treatments, legal and economic recognitions for career purposes.

2. The YP is required to:
   a) access Area Science Park facilities where research activities will be carried out according to the methods established through this agreement, as defined by the Scientific Supervisor, and in compliance with standard access times and guidelines;
   b) promptly communicate to the Scientific Supervisor all events that may affect the execution of envisaged activities and refer to the Scientific Supervisor for any organizational need and for any other eventuality;
   c) observe the rules contained in the Code of Conduct for Area Science Park employees.

Article 6
HAZARD PREVENTION OBLIGATIONS

1. In compliance with obligations referred to in Legislative Decree no. 81/2008, the YP, in carrying out its activity on Area Science Park premises, is required to comply with the obligations set out in art. 20 of the abovementioned Legislative Decree and with all internal regulations on safety and prevention in force. In particular, he is required to comply with hygiene and safety regulations and has the obligation to follow specific training and emergency procedures as provided for by Area Science Park.

Article 7
SECRECY AND PUBLICATIONS

1. The YP undertakes to maintain maximum confidentiality on all information, research ideas, approaches, methodologies, analyses, reports, studies, know-how, documents and data of a technical, scientific and organizational nature relating to Area Science Park and third parties involved in various capacities in the YP's activities, as well as on the data, information and results of the activity covered by this Agreement, which are explicitly indicated as confidential or which can reasonably be identified as such (hereinafter referred to for brevity as 'Confidential Information').

2. The YP also undertakes not to reproduce and use for purposes other than those provided for in this agreement the Confidential Information that has been provided and/or revealed to him by Area Science Park and by third parties involved in various capacities in his activities or which he has in any case acquired in the execution of the research activities referred to in this agreement. The YP may disclose to the EPO information necessary:
   - to fulfil the secondment's aim to actively contribute to the knowledge transfer between the EPO and Area Science Park and thereby foster the cooperation between the EPO and Italy (Art. 2 of the Tripartite Agreement);
   - for the YP to remain in close contact with the EPO and to draft a secondment activity and professional development report (Art. 5.1 and 5.3 of the Tripartite Agreement); and
   - for the EPO to evaluate the performance of the YP during secondment and decide on the YP's career progression (Art. 6 of the Tripartite Agreement).

3. The YP undertakes in accordance with subsection 2 above to:

- refrain from revealing to third parties, in whole or in part, directly or indirectly, in any form, any Confidential Information transmitted by Area Science Park and by third parties involved in various capacities in the activities of the YP, without prior written consent of the party owning the information, with the exception of information, news and data for which the law or an administrative or judicial provision imposes an obligation to communicate;

- preserve Confidential Information with the utmost care and diligence, limiting the number of subjects who may have access to it to Area Science Park's personnel directly involved in the activities referred to in this agreement;

- refrain from using in whole or in part, directly or indirectly, in any form, any Confidential Information transmitted by Area Science Park and by third parties involved in various capacities in the YP's activities, for purposes other than those provided for in this agreement, without prior written consent of the party owning the information;

- refrain from copying, duplicating, reproducing or recording Confidential Information in any form and by any means, except to the extent strictly necessary for the purposes of the activities referred to in this agreement;

- on request from Area Science Park and any third party holding Confidential Information involved in various capacities in the activities, immediately return all documents containing Confidential Information or, when requested, destroy any copy or reproduction thereof.

4. It is understood that Confidential Information will remain the exclusive property of the owner who provides it and that no provision of this agreement or other declaration formulated during the implementation of activities may be interpreted as granting a license or any other right on the Information itself.

5. The obligations referred to in this article will survive the termination of this agreement, independently from any reason eventually causing it, and must be respected for a period of further three (3) years.

6. Area Science Park recognizes the YP's right to publish the scientific results achieved in the context of the research referred to in this agreement. In any case, the data published will be previously agreed upon between the Parties.

7. Area Science Park undertakes, following examination of the drafts of the publication and verification of the absence of violations of confidentiality commitments pursuant to this article, not to prevent or hinder the publication of the aforementioned results without justified reason.

Article 8
TERMINATION OF THE SECONDMENT

1. By signing this agreement, the YP acknowledges that he is aware that Area Science Park may request EPO to terminate his secondment under Art. 12.2 of Tripartite Agreement referred to in the introduction in the following cases:

   a) serious failure in the regular performance of the activity referred to in the art. 2 by the YP;

   b) failure to comply with the rules of behaviour and conduct in force at Area Science Park;

   c) repeated violations of the obligations under this agreement;

   d) interruption or suspension of his secondment activity without a justified reason before its conclusion;

   e) the YP becomes unfit to carry out the planned activities.

Article 9
PROCESSING OF PERSONAL DATA

1. The data controller for the personal data relating to the YP as an interested party is Area Science Park, which the YP may contact by writing to the address of headquarters, located in Trieste, Padriciano, 99 or by sending an e-mail to the following e-mail addresses: urp@areasciencepark.it - PEC protocollo@pec.areasciencepark.it. Area Science Park has an appointed Data Protection Officer, pursuant to art. 37 of Reg. (EC) 27 April 2016 n. 2016/679/EU (Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data, as well as on the free movement of such data and repealing Directive 95/46/EC – General Data Protection Regulation data, hereinafter and for brevity 'GDPR'), who can be contacted at the following e-mail address: rpd@areasciencepark.it.

2. The processing of personal data referred to in paragraph 1 of this article may concern, in addition to personal data, fiscal data and other data of a general personal nature, also specific categories of personal data, including those referred to in articles 9 and 10 of GDPR, such as data relating to the health of the interested party and criminal convictions and crimes, as well as photographic images and video recordings made for the purpose of promoting or disseminating news relating to the activity carried out in execution of this agreement through the press, promotional material, websites, dedicated portals, television, radio, social media and other means of communication.

3. The processing of personal data relating to the YP is aimed solely at the establishment, management and termination of the relationship referred to in this agreement. The legal basis of the processing is found in art. 6, par. 1, letter. b) of GDPR, being the processing necessary for the execution of a contract involving the interested party.

4. The provision of the interested party's data is, depending on the case, mandatory or optional, yet necessary to achieve the purposes referred to in this article. Therefore, failure, partial or incorrect provision of the requested information could determine the impossibility of establishing and/or

continuing the relationship with the YP, to the extent that they are necessary for the establishment and/or continuation of the same.

5. Without prejudice to the communication and dissemination actions carried out by order of the authority, YP data may be communicated to any appointed data controller or, in compliance with legal obligations, to the following subjects: social security, welfare and health institutions institutionally mandated by the State, insurance companies selected for specific risk coverage, credit and/or financial institutions for the payment of fees, consultancy companies and professionals for training activities, decision-making as well as control bodies, structures responsible for organization of conferences, meetings, courses, subjects holding the right of access and subjects involved in various capacities in the activities of Area Science Park.

6. If Area Science Park were to transfer the personal data of the interested party to non-EU countries, such transfer would be carried out in such a way as to provide appropriate and adequate guarantees pursuant to the articles. 45, 46 or 47 or 49 of the GDPR.

7. Processed data will be kept for the necessary period based on current legislation on archives, applicable to public bodies, without prejudice to the authorization for discarding.

8. With reference to personal data, the interested party holds the following rights: a) access to personal data; b) to rectify or cancel them or limit their processing; c) opposition to processing; d) data portability; e) to lodge a complaint with the supervisory authority. To exercise the rights from a) to d), the interested party can send an email to the addresses indicated in paragraph 1 of this article.

9. For the processing of the interested party's personal data, Area Science Park does not adopt any automated decision-making process pursuant to art. 22 of GDPR.

10. As a result of the stipulation of this agreement, the YP has to be considered authorized to process all personal data necessary to carry out the activities under its responsibility, under the authority of the owner and in compliance with the instructions given by the same.

Article 10
DISPUTES

1. Without prejudice to Articles 13 and 14 of the Tripartite Agreement, if a conflict arises between Area Science Park and the YP, the dispute shall first and foremost tried to be settled amicably.

Article 11
REGISTRATION

1. This agreement is originally in a digital format. It is exempt from stamp duty pursuant to Presidential Decree. 642/72 part 2 – Annex B (table) – art. 25 and is subject to registration only in case of use. Registration costs, in case of use of this agreement, are borne by the requesting party, pursuant to art. 57 of Presidential Decree 131/86.

Trieste, February 29th, 2024

On behalf of Area Science Park	EPO Young Professional	On behalf of the European Patent Organisation
Anna Sirica General Director	David Alves	António Campinos President of the European Patent Office
Place, date	Place, date	Place, date