

AGREEMENT FOR THE ASSIGNMENT OF PUBLICATION RIGHTS

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The Politecnico di Milano - DASTU "Dipartimento di Architettura e Studi Urbani" (Fiscal Code 80057930150, VAT IT04376620151), with registered office in Piazza Leonardo da Vinci n. 32 Postal Code 20133 Milan, Italy (hereinafter referred to as "Politecnico"), represented by the Director of the Department of Architecture and Urban Studies, Prof. Massimo Bricocoli.

E

The prof./prof.ssa dr./dott.ssa _____

(Fiscal Code / I.D. number) _____, born _____

and living in _____, via _____

The prof./prof.ssa dr./dott.ssa _____

(Fiscal Code / I.D. number) _____, born _____

and living in _____, via _____

The prof./prof.ssa dr./dott.ssa _____

(Fiscal Code / I.D. number) _____, born _____

and living in _____, via _____

(hereinafter referred to as "Author")

WHEREAS

- a) The Author states:
- i) to have made the work " _____ " (hereinafter referred to as the "Work" for short);
 - ii) to be the sole creator and the original holder of the rights over the Work in accordance with article 8 of Law 633/1941 ("Italian Copyright Law" or "Legge sul diritto d'Autore" or "L.d.A."), to be freely available and to have all the powers necessary to sign this deed;
 - iii) that it also intends to transfer to Politecnico all proceeds generated by the economic exploitation of the publication rights of the Work, in accordance with Title III, Chapter II, Section III L.d.A. and in particular the right to request the publication of the Work in whole or in part and for each country in the world, for one or more editions, within the limit of 20 (twenty) years from the first edition, as well as to publish it or have it published in the forms and manner that Politecnico will deem most appropriate, including its inclusion in collections and/or databases and/or Internet sites, even in a summary and/or reduced version, and finally the right to publish it by fixing it in all possible media (paper, electronic, optical, digital) existing or future invention.
- b) Politecnico declares:
- i) that it wishes to acquire all rights to publish the Work, also through the stipulation of publishing contracts, with external publishing houses (hereinafter referred to as "Publisher(s)") as well as in all the above forms;
 - ii) that it is not possible to pay the Author any income deriving from the publication of the Work because it is not provided for in the contract for the edition of the Work.
- c) The Parties have therefore agreed to define through this contract (hereinafter "Contract") the terms and conditions for the economic and commercial exploitation of the publication rights of the Work, as well as the faculty of Politecnico to act on behalf of the Author in negotiations with possible Publishers.

ALL THIS, AMONG THE PARTIES MENTIONED IN THE INTRODUCTION

THE FOLLOWING IS AGREED AND STIPULATED:

Art 1 - SUBJECT

- 1.1 The Author, acting for himself, heirs and assignees in any capacity, transfers to Politecnico:
- i) the right to request publication, for its own economic benefit, for the prints of the Work in whole or in part and for each country in the world for one or more editions within the limit of 20 (twenty) years from the first edition, expressly reserving all the various rights of economic use pursuant to article 122 of the L.d.A.;
 - ii) the right to publish the Work or have it published in the form and manner that Politecnico will deem most appropriate, including its inclusion in collections and/or databases and/or Internet sites, also in summary and/or reduced version, and finally the right to publish it by fixing it in all possible media (paper, electronic, optical, digital) existing or future invention, with express exclusion of other rights of economic use;
- 1.2 Pursuant to articles 1704 and 1392 of the Italian Civil Code, the Author confers on Politecnico all powers to act in his name and on his behalf for the purpose of negotiating any publishing agreement relating to the Work and for any further activity and fulfilment connected to it with Publishers.
- 1.3 The Author renounces as of now any exception in relation to the manner of publication that will be decided by Politecnico.
- 1.4 Politecnico may freely transfer to third parties all or part of the rights relating to the publication of the Work, or part of them, acquired by this act, temporarily or definitively, for the entire world territory.
- 1.5 The Author is in any case allowed to use the Work for institutional teaching purposes as long as they are not commercial.

Art 2 - WARRANTIES

- 2.1 The Author guarantees, in accordance with article 125 of the L.d.A., that he is the sole author of the Work, that it is original in nature and that its use will not be liable to violate the rights of third parties, undertaking in any case to indemnify Politecnico from any charges, damages and expenses, direct or indirect, that may arise as a result of claims, demands or initiatives of third parties. In the event that the Work is multimedia or in any case contains or incorporates works or inventions of third parties, the Author expressly guarantees the existence, validity and effectiveness of the necessary licenses on the work and/or inventions contained or incorporated in the Work, and undertakes to indemnify Politecnico from any claims and/or claims from third parties who hold intellectual property rights on the aforementioned work or invention incorporated.
- 2.2 To this end, the Author guarantees that, at the date of signing this contract, he/she has not signed any contract for the assignment of rights in favour of third parties (by way of example, and not exhaustively, an edition contract) concerning the same Work.
- 2.3 Politecnico undertakes, in accordance with article 124 of the L.d.A., to inform the Author of the presumable exhaustion of the current edition, within a reasonable period of time, prior to the time itself, declaring to the Author whether or not he intends to proceed with a new edition.

Art 3 - DURATION

- 3.1 This deed shall be effective from the date of its signature and the assignment of the right of publication in the forms and manner provided for in Article 1 shall be considered to be made exclusively and definitively, for the maximum duration permitted by law and for each country in the world.
- 3.2 In accordance with article 127 of the L.d.A., Politecnico guarantees that the publication or reproduction of the Work must take place within two years, starting from the day of actual delivery to the publisher of the complete and

definitive copy of the Work.

Art 4 - PERSONAL DATA PROCESSING

4.1 The processing of personal data is carried out according to the information attached to this form (All.1).

Art 5 - GENERAL PROVISIONS

5.1 The parties expressly declare that this Contract constitutes a contract discussed and evaluated in each of its individual clauses and freely and knowingly signed.

5.2 The Parties declare and ensure that the persons signing are duly authorised to represent them.

Art 6 - PREMISES AND ATTACHMENTS

6.1 The recitals, declarations and annexes form an integral and substantial part of this contract.

Art 7 - REGISTRATION AND EXPENSES

7.1 This contract will be registered in case of use and fixed fee according to articles 1 letter b), of the Tariff - Part two, attached to Presidential Decree no. 131/1986, and subject to stamp duties pursuant to art. 2, Tariff - Part one, attached to Presidential Decree no. 642/1972.

7.2 All costs related to the possible registration of this Agreement shall be borne by the Party requesting the registration.

7.3 It will be the responsibility of the Author to deliver the work, complete in all its parts and in a suitable form to be reproduced, in addition to Politecnico, to the Publishing House.

Art 8 - PLACE OF JURISDICTION

8.1 The parties agree that any dispute relating to the validity, effectiveness, interpretation and execution of this act and, in any case, any dispute related to the object of the same, nothing excluded, will be referred to the Court of Milan.

The Director of the Department - Prof. Massimo Bricocoli

The Author prof./dott _____

The Author prof./dott _____

The Author prof./dott _____

Annex 1 - INFORMATION AND DECLARATION OF CONSENT TO THE PROCESSING OF PERSONAL DATA IN ACCORDANCE WITH ARTICLE 13 OF EU REGULATION No 679/2016 OF 27 APRIL 2016

The current information notice is issued pursuant to art. 13 of EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and in compliance with the law on the processing of personal data, and the free movement of such data.

Art 9 - Data controller

Politecnico di Milano - General Manager by proxy of the pro-tempore Rector - contact: dirgen@polimi.it

Art 10 - Internal data processor

Dott.ssa Gloria Paoluzzi, Head of Management, Department of Architecture and Urban Studies, Via Bonardi 3, 20133 Milan (MI) - tel. 02.2399.5550, e-mail gloria.paoluzzi@polimi.it.

The data will be processed by other authorized parties and for this purpose instructed in compliance with current legislation.

Art 11 - Data protection officer and contact points

Dr. Vincenzo Del Core - privacy@polimi.it - tel.: 0223999378.

Art 12 - Purpose of processing, legal basis, categories of data and retention period

For the purposes of applying the relevant European and national legislation (EU Reg. 679/2016, hereinafter Regulation), we inform you that your personal data will be used for the following purposes:

Purposes of the processing for which the personal data are intended	Legal basis for the treatment	Categories of personal data subject to processing	Period of retention of personal data
Purpose 1: conclusion and management of the publishing contract	Contract (art. 6, par. 1 lb. b)	<ul style="list-style-type: none">• Personal data• Identification data• Contact details	For a period of 20 years, i.e. for the period of the duration of the contract and subsequently, for the time in which the Politenico di Milano is subject to conservation obligations for fiscal or other purposes, provided for by law or Regulations.

Art 13 - Nature of data

The provision of data is mandatory. Refusal to provide data makes it impossible to perform the obligations established in the contract.

Art 14 - Treatment modalities

The processing carried out for the purposes indicated above may be carried out either on paper or digitally, manually and/or with electronic or, in any case, automated tools, including in house databases: (electronic archive of the structure in server space provided by the University). They are also stored in paper archives for the duration of the processing and in digital format for an indefinite period of time due to the obligations of transparency and good functioning of the public administration.

Access to the data acquired for the aforementioned purpose shall be granted to duly authorised personnel.

Art 15 - Categories of recipients

In relation to the above mentioned purposes, personal data may also be communicated to other public administrations, even anonymously, if they have to process them for possible procedures of their own institutional competence, as well as to all those public subjects to whom, in the presence of the relevant prerequisites, the communication is compulsorily provided for by the provisions of the European law, laws or regulations, as well as insurance bodies for possible accident practices.

Art 16 - Period of data retention

At the end of the period indicated in TABLE 1, once the prescriptions for the protection of the rights of the data subject have expired, the data will be deleted or made anonymous.

Art 17 - Transfer to non-EU country

Art 18 - Personal data will in no way be transferred to countries outside the EU.

Art 19 - Rights of interested parties

As an interested party you may ask the Holder at any time:

- confirmation as to whether or not personal data concerning him/her exist;
- the access to your personal data and information relating to them; the correction of inaccurate data or the integration of incomplete data; the deletion of personal data concerning you (if one of the conditions indicated in art. 17, paragraph 1 of the Regulation occurs and in compliance with the exceptions provided for in paragraph 3 of the same article); the limitation of the processing of your personal data (if one of the hypotheses indicated in the art. 18, paragraph 1 of the Regulation), the transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed;

As an interested party, you also have the right to object in whole or in part:

- for legitimate reasons to the processing of personal data concerning him/her, even if pertinent to the purpose of collection;
- to the processing of personal data concerning him/her for the purpose of sending promotion of training initiatives and cultural events of Politecnico di Milano.

These rights can be exercised by contacting privacy@polimi.it.

If it considers that its rights have been violated by the data controller and/or a third party, it has the right to lodge a complaint with the Data Protection Authority and/or another supervisory authority competent under the Regulation.