

## (MODEL) EXPERIMENTATION AGREEMENT

### Between

- **CITTÀ DI TORINO**, located in Turin, Piazza Palazzo di Città 1 and domiciled here for the purpose of this agreement, here represented by XXXXXX as XXXXXXXXXXXXXXXXXXXXXXXX (hereinafter, for brevity, even just "City")

### IS

- **XXXXXXXXXXXXXXXXXXXXX** established in XXXXXXXXXXXXXXXX and domiciled herein for the purposes of this agreement, here represented by XXXXXXXXXXXXX as legal representative (hereinafter, for the sake of brevity, even only "Proponent")

The City of Turin and XXXXXXXXXXXXXXXX are hereinafter also referred to, separately, "Part" and jointly, "Parties"

### GIVEN THAT:

- As part of the **TORINO CITY LAB** initiative promoted by the City of Turin with DGC. mech. 2018 XXXXX / 068 del XXXXX, XXXXX (Applicant Name) has regularly submitted an application registered with num. prot. XX of XXXXXX 2017.
- In particular, the testing proposal concerns the implementation of ..... (*max two lines*)
- This proposal was declared admissible under the "Rules of operation" as attested in the management decision of the XXXXXXXX, num. mech. XXXXXXXX.
- For the purposes of the evaluation, the proposal was analyzed by a duly constituted Technical Committee, which met on XXXXXXXX.
- According to the results of the aforementioned evaluation committee, approved with managerial determination num. mech. XXXXXXXX, the Proponent's proposal has been approved.

All of this premised,

### AGREE AS FOLLOWS

#### Art. 1 - REFERENCE TO THE PREMISES

The premises form an integral and substantial part of this act and as such the parties ratify them.

## **Art. 2 - SUBJECT**

The object of the experimentation is XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX \*  
*(\* insert description of the experimentation, with indication of the proposed solution and in-depth analysis on the characteristics of the technology and on the requests for facilitation to the institution The description can include an initial phase of operational planning It is possible to refer to a detailed technical annex Attachment 1).*

The activity also provides for the identification of key indicators for the assessment of the impact of the specific experimentation, which will be defined within the first quarter after the start of the experimentation. These indicators can be modified / integrated during the experimentation.

## **Art. 3 - DURATION**

The duration of the trial is XX months, starting from the signing of the agreement. The detailed time schedule of the testing activities is shown in the annex to this Agreement (Annex 2).

The present Agreement is productive of effects from the moment of its subscription for all the preparatory activities and until the end of the experimentation as specified above.

The Municipal Administration reserves the right to grant an extension of the duration of the trial after its conclusion, by means of an adequately motivated letter exchange between the parties.

## **Art. 4 - EXPERIMENTATION AREA**

*If a physical installation is planned, please specify its location or the area covered by the planned intervention. If the definition of the area is part of the initial design phase, it is possible, however, to request a rough project of the area concerned and / or the estimated area of coverage, reporting the whole graphically in Annex 3.*

*The attached project will be modifiable within the first trimester from the start of the experimentation, also on the basis of subsequent comparisons with the City's concerned Departments.*

## **Art. 5 PARTNERSHIP (if necessary)**

The present experimentation will be carried out within a partnership consisting of the following subjects:

1. XXX (proposer)
2. XXXX
3. XXXXXXXXXXXX.

The partners of this proposal contribute to the implementation of the same in the measure agreed with the proposer, who acts as coordinator and responsible for relations with the City of Turin.

The proponent defines the modalities of management of the proposal and of joint responsibility between partners through ad hoc agreements.

## **Art. 6 DISCIPLINE OF USE OF PUBLIC SOIL** (*if necessary*)

Where necessary for the purposes of the experimentation referred to in this agreement, the City of Turin will forward an authorization request for the occupation of public land for "Events and Events" or "Building Works" pursuant to the COSAP Regulation. Employment Tax Spaces and Public Areas .

The concession relating to this initiative is excluded from the application of the occupancy fee pursuant to art. 14, paragraph 1, letter a) of the COSAP Regulation and therefore the organizers will have to pay only the expected secretarial costs to the City. These exemptions, and the relative lack of income for the City, have been approved by Deliberazione di Giunta Comunale nmecc XXXXXXXXX of XXXXX and Determine resolved by the Board and reported in the relative management directives approving the testing contracts.

All obligations and charges deriving from the granting of the use of public land for the purposes and for the duration of the present experimentation are the responsibility of the proponent, who is therefore bound to respect the laws, regulations and provisions that govern the subject.

The authorization is not to be considered a substitute for the possibly necessary "Ordinance of the City Traffic and Traffic Sector" or any other mandatory authorization for the type of activity related to employment.

Any commercial activities on public land must be previously authorized by the competent sector.

As better specified in the following article 6, they will be the sole responsibility of the proposer:

- the expenses deriving from the restoration of any damage caused to the public land, as established by the City;
- the costs of cleaning the ground deriving from the eventual extraordinary intervention of AMIAT caused by the occupation.

The proponent will have to maintain a conduct that is not an obstacle or a danger to pedestrian and vehicular traffic and that does not cause disturbance to public peace nor danger to public safety; the aeration grids present must not be affected.

The concession will be revoked in the case of ascertained violations, ascertained abuses committed in direct connection with the occupation and its purposes, violation of specific legal and / or regulatory provisions as well as for the occurrence of any situation deemed unfavorable according to the justified judgment of the city.

Pursuant to art. 23 of the COSAP regulation a representative of the proponent must always be readily available during the experimentation.

**Art. 7 OBLIGATIONS OF THE PROPOSER** (not all the obligations mentioned are of relevance - it is possible to select only those that are consistent with the type of experimentation envisaged)

The proponent undertakes to carry out what described in article 2 and better specified in the annexes, without producing any cost or charge to the City of Turin.

The main obligations for the proposer are detailed below:

*t) Environmental sustainability*

The proponent undertakes, in the context of experimentation, to implement actions and measures aimed at full protection of environmental sustainability, with the adoption of ecologically and socially sustainable behaviors .

*b) Installation, realization of experimentation and maintenance*

All activities and related expenses related to the installation, construction and maintenance of any systems / services / solutions considered an integral part of the experimentation and for the entire duration of the same are the responsibility of the proposer. Nothing is due from the Public Administration.

*c) Data sharing*

The proposer undertakes to agree with the City on how to consult the data produced in real time, as well as the type of data, the modalities of release (also, in part, in "open" format where possible and relevant) and the frequency with these must be made available on platforms or management systems used by the organization.

*d) Connection to the network and users*

The connections to the electricity, gas or water network will be managed directly by the proposer in relation with the subsidiaries of reference or other subjects held liable. The costs of connection and future users will be borne by the proponents for the duration of the experimentation, unless otherwise prescribed.

The timing of activation will depend on the complexity of the proposed intervention.

*is) Cleaning*

If the experimental conditions imply a significant variation in the disposition of public areas and objects such as to imply the impossibility on the part of the manager of the public cleaning service and waste collection or significant additional costs, the realization and the resulting cleaning costs of the testing area is intended to be borne by the user.

*f) Post-experimentation restoration*

All the activities and related expenses related to the restoration of the situation in question, including dismantling, maintenance of the testing area (if necessary) and disposal, are the responsibility of the proposer.

*g) Advertising installations*

For the installation of advertising installations of a temporary nature in the testing area, the Proponent is also responsible for the payment of the fee for advertising initiatives (CIMP) as established by the current "Regulations for the application of the fee for advertising initiatives" no. 335. This fee may be reduced to 50% within the limits set by art. 22 of the aforementioned regulation only if connected to the activities carried out in collaboration with the City of Turin in the context of this initiative.

*h) Liability for damages to things or people*

The proponent is attributed to all responsibilities provided by law regarding the carrying out of activities and interventions included in the experimentation.

The proponent is therefore obliged to answer for all the damages attributable to activities carried out during the experimentation which, due to construction defect or incorrect operation of the interventions, may derive from buildings and plants, to means of work, to people and things, for any reason present in the area where the intervention is carried out or in its surroundings.

The proponent undertakes in such cases to hold the City of Turin unharmed from any request for compensation. The proponent can, for his own protection, take out an adequate insurance policy to cover any damage caused during the experimentation.

Where relevant, the proposer may also regulate with third parties access to services or utilities object of the experimentation through declaration of exclusion of responsibility or similar instruments in accordance with the regulations in force.

In order to correctly monitor itinere, the proponent undertakes to provide the City of Torino with periodic updates on the progress of the experimentation and to promptly report any critical issues that may jeopardize the correct execution of the activities being tested and compliance with the agreed time schedule.

The proponent undertakes to provide the City of Turin with data and information useful for assessing the impacts of the trials (key indicators) and for the analysis of the post-intervention scenarios.

**Art. 8 COMMITMENTS OF THE CITY \***

The City undertakes to support the testing by the proposer through the activation of all the authorizing or enforcing procedures for which it is responsible, as well as

through a liaison with the participating companies involved or involved and with the other partners of Turin. City Lab.

*(\* Possible to specify here the contribution possibly provided by other partners of Torino City Lab and that will be able to become signatory of the agreement for this purpose )*

The City of Turin undertakes, in particular, to support, free of charge, the communication and dissemination activities of the experimentation through its institutional channels and the creation of a section dedicated to the results of the Notice within the Torino City Lab website ( under construction).

It is specified, however, that where, during the experimentation, data or warnings are produced concerning situations that affect citizenship, the City does not undertake to activate any specific action: the information and results produced in this phase will in fact be used by the City only for reasons of study and analysis for the purposes of this initiative.

#### **Art. 9 PROVISIONS ON THE PUBLICITY OF THE INITIATIVE AND USE OF THE CITY LOGOS**

Participants are allowed to use the logo of the City of Turin and Torino City Lab to publicize the experimentation after verification with the Special Innovation Project, European Funds and Smart City in compliance with the municipal regulation n. 373, recognizing the patronage of the City.

#### **Art. 10 DISCIPLINE ON COMMUNICATION OF ENVIRONMENTAL DATA TO CITIZENSHIP (only if relevant)**

Where the results of the experimentation consist wholly or in part in the monitoring of environmental parameters having a high impact on the quality of life of citizens and in the subsequent communication of such data to the public, the proposer is obliged to agree the methods of public dissemination with the City.

In particular, with specific regard to sensitive environmental data such as those relating to air quality, the proponent will comply with the obligations provided for by Legislative Decree 13 August 2010, n.155 "Implementation of Directive 2008/50 / EC on quality ambient air and for cleaner air in Europe "and its modifications.

In the communication to the outside of the environmental data collected during the experimentation, the proposer must follow the following provisions:

- the proposer must declare that the results of the measures taken are not to be considered official data of the City or by other competent bodies, such as in particular ARPA Piemonte, with reference to art. 18 of Legislative Decree n.155 / 2010;
- quantitative data cannot be disseminated publicly;

- the qualitative data can be shared on platforms or mobile applications to a limited number of users who will access the service through access credentials for the trial period.

In any case, the City is not responsible for the given product and will not follow up on any positive action in direct response to the phenomena documented in the context of the experimentation.

#### **Art. 11 INTELLECTUAL PROPERTY**

Where relevant, the intellectual property rights that may emerge from the testing activities covered by this Agreement and the possibility of exploitation arising therefrom are generally understood by the proposer.

In this case, the proponent is therefore obliged to indemnify and keep the City of Torino unharmed from all claims, responsibilities, losses and damages claimed by any interested party, even if the proponent uses devices and solutions techniques that others have already obtained the right to.

During the operational phase, XXXX the City of Turin will regulate, where necessary, the regime of detail applicable in terms of intellectual property in specific agreements.

#### **Art. 12 RESOLUTION**

The Agreement is considered terminated if the trial is not activated within 60 days of the signing of this Agreement. Any unforeseen or unforeseeable external event that does not allow the start of the experimentation in the agreed times may also be the cause of termination of the Agreement.

#### **Art. 13 CONCLUSION OF THE EXPERIMENTATION**

At the conclusion of the activities, all the costs associated with restoring the situation in question are to be borne by the proposer, including dismantling, maintenance of the impacted areas and disposal of objects and waste in compliance with current regulations.

The City of Turin reserves the right to agree with the proponent any scenarios of post-intervention use that will be the subject of subsequent agreements, in any case without charges for the City.

With this proceeding, the Municipality does not undertake to purchase any product that is the object of the experimentation.

If the Municipality of Turin intends in the future to purchase similar products to one of those tested, the Authority will observe the current regulations governing the acquisition of goods and services of the Public Administrations.

#### **Art. 14 DISPUTES**

For any disputes arising in connection with the interpretation, execution and / or application of this Agreement, or in any case indirectly connected to it, which can not be defined in an amicable manner, the Court of Turin has exclusive jurisdiction.

#### **Art. 15 PROCESSING OF PERSONAL DATA**

Where the collaboration between XXXX and the Municipality of Turin detects from the point of view of the processing of personal data (for example XXXX) the Parties will regulate the processing in full compliance with the applicable rules including the EU Regulation 679/2016 (General Data Protection Regulation).

In the case of video surveillance and / or video shootings for dissemination and study purposes as part of the experimentation, the proposer is obliged to affix information to citizens who pass through the monitored areas and to signal the collection of data. The information can be prepared according to the model developed by the Authority for the Protection of Personal Data and must be clearly visible, as well as indicating who performs the detection of images and for what purposes. The aims and methods of carrying out these activities must in any case be carried out in compliance with the applicable sector regulations

#### **Art. 16 TAXES, TAXES AND ADDITIONAL EXPENSES**

All additional expenses, taxes and fees that may be generated for the execution of the trial are to be understood by the proposer.

#### **Art. 17 GENERAL PROVISIONS**

For anything not provided for by the present Agreement, reference is made to the laws, regulations and regulations in force.

**Read, approved and undersigned**

**Turin, there ...**

**THE COMPANY**

**THE MUNICIPALITY OF TURIN**