



**UNIVERSITÀ DI PAVIA**  
**Dipartimento di**  
**Ingegneria Industriale**  
**e dell'Informazione**

*Il Direttore*  
*Prof. Riccardo Bellazzi*

Titolo X            Classe 4  
Fascicolo 5576    Anno 2022  
Allegati 1

**OGGETTO DECRETO: Determina a contrarre tramite affidamento diretto extra MEPA (con preventivo già acquisito) – Acquisto di una licenza software “Academic” – Deontics Ltd**

**IL DIRETTORE DEL DIPARTIMENTO**

- **PREMESSO** che il Dipartimento di Ingegneria Industriale e dell'Informazione ha necessità di procedere all'acquisto di una licenza software “Academic” da utilizzare nell'ambito del corso di Intelligenza Artificiale;
- **RICHIAMATO** l'art.32 (*Fasi delle procedure di affidamento*), comma 2, del D.Lgs. n.50/2016 e s.m.i. (*Codice dei contratti pubblici*) ai sensi del quale le stazioni appaltanti, in conformità ai propri ordinamenti, decretano o determinano a contrarre, individuando gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;
- **VISTO** l'art.4 del DL n.126/2019 convertito con modificazioni dalla Legge n.159/2019, come integrato dall'art. 236 del D.L. 10 maggio 2020, n. 34, ai sensi del quale le disposizioni di cui all'articolo 1, commi 450 e 452, della legge 27 dicembre 2006, n. 296 e le disposizioni di cui all'art. 1 commi da 512 a 516 della legge 208/2015 in tema di ricorso al mercato elettronico e di utilizzo della rete telematica, non si applicano alle università statali e alle istituzioni di alta formazione artistica, musicale e coreutica, per l'acquisto di beni e servizi funzionalmente destinati alle attività di ricerca, trasferimento tecnologico e terza missione, nonché beni e servizi informatici e di connettività destinati all'attività didattica universitaria;
- **ACQUISITO** il preventivo dell'operatore Deontics Ltd, individuato dalla Prof.ssa Lucia Sacchi, mediante indagine di mercato informale, che ha offerto per i servizi in oggetto l'importo di £ 1.000,00 (IVA esclusa) (*Allegato 1: Academic licence & confidentiality and nondisclosure agreement*, approvato dalla Giunta di Dipartimento in data 9/9/2022);
- **ACCERTATA** la congruità del preventivo proposto con gli attuali costi di mercato e la compatibilità dell'importo con i vincoli imposti dalla vigente normativa per poter procedere ad affidamento diretto;
- **RICHIAMATO** l'art. 1, comma 1, lett. a) della Legge n. 120/2020;
- **RICHIAMATO** il Regolamento di Ateneo per l'Amministrazione, la Finanza e la contabilità, con particolare riguardo all'art. 43 (*Poteri di spesa*);



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- **ACQUISITO** il CIG n. ZE037B0F86;
- **ACCERTATA** la sussistenza della copertura finanziaria;

**DISPONE**

- di autorizzare, ai sensi dell'art. 1, comma 1, lett. a) della Legge n. 120/2020, l'affidamento diretto all'operatore Deontics Ltd della fornitura di una licenza software "Academic";
- di nominare la dott.ssa Nicoletta Galli responsabile del procedimento, con il supporto della Prof.ssa Sacchi e del Prof. Bellazzi;
- di far gravare la relativa spesa quantificata in £ 1.220,00 (già comprensivi di IVA) sul progetto "LABODIDA2021" del bilancio di previsione dell'Ateneo relativo all'esercizio finanziario 2022.

Pavia, data della sottoscrizione digitale

**IL DIRETTORE**  
**Prof. Riccardo Bellazzi**

(documento firmato digitalmente)

**ACADEMIC LICENCE & CONFIDENTIALITY AND NONDISCLOSURE  
AGREEMENT**

This agreement (“**Agreement**”) dated **9 September 2022** by and between Deontics Ltd, a limited company organized under the laws of the United Kingdom having its principal place of business at Orion House, Upper St Martin’s Lane, London, England WC2H 9EA (“**Company**”), and **Department of Electrical, Computer and Biomedical Engineering - University of Pavia** having its principal place of business at Via Ferrata 5, 27100 Pavia, Italy (“**Licensee**”).

1. Background. The **Licensee** wishes to utilize certain software and know-how which is the property of the Company for the purposes of carrying out academic research (the “**Research**”). In the course of the **Research**, it is anticipated that the **Company** will disclose or deliver to the **Licensee** (including its affiliates, controlling persons, representatives and agents) certain trade secrets or confidential or proprietary information for the purpose of enabling the **Licensee** to carry out the **Research**. Company and Licensee are entering into this Agreement in order to assure the confidentiality of such information in accordance with the terms of this Agreement.

2. Licence. Under the terms of this Agreement, the **Company** will grant a non-exclusive Academic Licence to the **Information** for the purposes of carrying out the **Research** during the term of this Agreement. Under the terms of this Agreement, the use of the **Information** will be strictly limited to the **Research**, and use of the **Information** in any way for any commercial purposes is strictly prohibited by the **Licensee** or any of its affiliates, controlling persons, representatives or agents, either now or in the future, in the absence of a Commercial Licence from the **Company** to the **Licensee** for the **Information**. For the grant of this Academic Licence, the **Licensee** will pay the **Company** the sum of £1,000 per annum.

3. Information. As used in this Agreement, the term “**Information**” shall mean all information (whether written or oral) furnished by the **Company** to the **Licensee** and all analyses, compilations, forecasts, studies or other documents or files prepared by the **Licensee** which contain or reflect any such information. Without limiting the foregoing, the term “Information” shall include information delivered in digital or analog form, in electronic or magnetic mediums, on film or tape or other machine-readable format. The term “Information” will not, however, include information which (i) is or becomes publicly available other than as a result of a disclosure by the **Licensee**, (ii) is or becomes available to the **Licensee** on a nonconfidential basis from a source (other than the **Company**) which, to the knowledge of the **Licensee** after due inquiry, is not prohibited from disclosing such information to the **Licensee** by a legal, contract or fiduciary obligation, (iii) is independently developed by the **Licensee** without use of any Information, or (iv) is in the possession of the **Licensee** prior to disclosure by the **Company** without obligation of confidentiality.

4. Disclosure of Information. **Licensee** (i) will use reasonable care, but no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to keep the Information confidential and will not (except as required by legal process, and only after compliance with paragraph 4 below), without the prior written consent of the other party, disclose any Information in any manner whatsoever, and (ii) will not use any Information other than in connection with the **Research**: provided, however, that the **Licensee** may reveal the Information to its affiliates, controlling persons, representatives and agents (a) who need to know the Information for the purpose of the

**Research**, (b) who are informed by the **Licensee** of the confidential nature of the Information and (c) who agree to act in accordance with the terms of this Agreement, and iii) will not (a) reproduce, modify, distribute, transfer, disclose, sell or make available to any third party any portion of the Information (or any related user manuals or documentation) in any form; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of software included in the **Information**; (c) publish or disclose any performance or benchmark tests, analyses or information relating to the Information or the use thereof without the prior written agreement of the Company, except in bona fide peer reviewed scientific publications or in poster or other format for the purposes of disclosing the results of the **Research**; or (d) use the Information or related documentation and test results to develop (or have a third party develop) a competing software product. The **Licensee** will cause its affiliates, controlling persons, representatives and agents to observe the terms of this Agreement, and will be responsible for any breach of this Agreement by any of its affiliates, controlling persons, representatives and agents.

5. Limitation on Obligations. In the event that the **Licensee** is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information, the **Licensee** will, to the extent allowed by applicable law, notify the **Company** promptly so that the **Company** may seek a protective order or other appropriate remedy (and the **Licensee** will consult with the **Company** with respect to taking steps to resist or narrow the scope of any such request or legal process) or, in the sole discretion of the **Company**, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the **Company** waives compliance with the terms of this Agreement, the **Licensee** will furnish only that portion of the Information which it is advised by counsel is legally required and will exercise reasonable efforts, at the **Company's** expense, to obtain reliable assurance that confidential treatment will be afforded the Information.

6. Ownership of Information. The **Licensee** agrees that, as between the parties, the **Company** is and shall remain the exclusive owner of the Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein.

7. Return of Documents. Upon the written request of the **Company**, the **Licensee** will either (i) promptly destroy all copies of the written Information in its possession or in the possession of its affiliates, controlling persons, representatives and agents and, upon the written request of the **Company**, confirm such destruction to the **Company** in writing, or (ii) promptly deliver to **Company** at its own expense all copies of the written Information in its possession or in the possession of its affiliates, controlling persons, representatives and agents. Any non-written or intangible information will continue to be subject to the terms of this Agreement and shall be appropriately safeguarded.

8. Term. The obligations set forth in this Agreement shall continue for a term of one (1) year from the date first set forth above.

9. Miscellaneous.

(a) This Agreement supersedes all prior agreements, written or oral between the **Company** and the **Licensee** relating to the subject matter of this Agreement. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by the parties hereto.

(b) This Agreement will be binding and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement shall be construed and interpreted in accordance with the laws England and Wales. Each party hereby consents to the exclusive jurisdiction of England & Wales with respect to any dispute arising out of this Agreement.

(c) The provisions of this Agreement are necessary for the protection of the business and goodwill of the **Company** and are considered by each party to be reasonable for such purpose. Each party agrees that any breach of this Agreement will cause **Company** substantial, immediate and irreparable damages for which monetary damages alone would not be sufficient compensation, and, therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, all of which shall be cumulative, the **Company** shall have the right to specific performance and other injunctive and equitable relief.

(d) Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right power or privilege hereunder.

This Agreement is executed as of the day and year first set forth above.

Deontics Limited

Department of Electrical, Computer and  
Biomedical Engineering, University of  
Pavia

Signature: *Caitlin Ervine*

Signature: *Belluzzi Riccardo*

Name: Caitlin Ervine

Name: Riccardo Belluzzi

Title: VP of Operations

Title: Director of Department