

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAULO MATEUS MENDES	04/23/2012
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF PAVIA
Street Address:	DEPT. OF INDUSTRIAL AND INFORMATION ENGINEERING
Internal Address:	VIA FERRATA 1
City:	PAVIA
State/Country:	ITALY
Postal Code:	27100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14602081
CORRESPONDENCE DATA	
Fax Number:	(408)222-2755
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	MP5458
NAME OF SUBMITTER:	KELVIN VIVIAN
SIGNATURE:	/Kelvin Vivian/
DATE SIGNED:	09/30/2016
Total Attachments: 7	
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REF. 26112
PROF. G. G. DE L. J. J.
TIPOLOGIA CLASSICA
FRANCESCO S. G.

AGREEMENT OF COLLABORATION FOR RESEARCH ACTIVITY WITHIN THE HUMAN
RESOURCES AND MOBILITY PROGRAMME PEOPLE ("MARIE CURIE" ACTIONS) –
SEVENTH FRAMEWORK PROGRAMME FOR RTD OF THE EUROPEAN UNION

(Employment Contract)

The parties,

- 1) The University of Pavia, Department of Industrial and Information Engineering, established in Pavia, via Ferrata 1, represented by the Director of Department, Prof. Paolo Arcioni, VAT number 00462870189, hereinafter the "University";
- 2) Dr Paulo Mateus Mendes, born in Setúbal (Portugal) on 27th December 1971, resident in R. de S. Martinho, n. 26, Espinho 4715-610 – Braga – Fiscal code MTSPPLA71T27Z128J hereafter "Marie Curie Researcher", as provided for by the legal basis of legal basis of the Seventh Framework programme of the European Union,

WHEREAS

- the University has entered the Grant Agreement n. 251399 with the European Commission (hereafter "Commission") to develop the project called "ATWC - Adaptive Transceivers for Wireless Communications", hereinafter the "Grant Agreement";
- the Grant Agreement provides that the "Marie Curie Researcher" should carry out the activities defined in Annex I of the Grant Agreement;
- the Marie Curie Researcher has been selected according to the procedure of recruitment complying with the general principles provided for the European Recommendation of the Commission of 11 March 2005 with respect to "European Charter for Researchers" and to the code of conduct provided for the recruitment of the Researchers. In particular the selection of the Researcher has been carried out according to the provisions provided for by the People Programme within the Seventh Framework Programme for RTD of the European Union; the criteria are established in the Work Programme adopted by the Decision of the Commission. Thus, the University selected the Marie Curie Researchers according to eligibility criteria set forth in Article III.3 Of the Annex III of the Grant Agreement ensuring that the Marie Curie Researcher fulfils the eligibility criteria at the time of recruitment by University in the frame of this project.

**Regarding the premises as substantial part of the Agreement,
IT IS HEREBY AGREED AS FOLLOWS**

Article 1.- Interpretation.

1. **This Agreement shall be interpreted in the frame of the Grant Agreement. For sake of clarity, words used in this Agreement shall have the same meaning as in the Grant Agreement, unless otherwise specified.**
2. This Agreement is stipulated in order to fulfil the obligations of the University under the Grant Agreement.
3. The Marie Curie Researcher confirms to be acquainted with the content of the Grant Agreement and its Annexes.

Article 2.- Applicable laws.

1. This Agreement shall be regulated by the dispositions hereinafter specified, by the Grant Agreement and particularly by as follows:

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- the European Community's rules governing the participation to the Seventh Framework Programme;
 - the European Commission's interpreting the above mentioned rules;
 - the European Charter for Researchers, the ethical provisions under the Seventh Framework Programme, all other European Community's and National and international rules;
 - the National regulations concerning the *in house* consultants (collaboratori coordinati e continuativi).

Article 3.- Supervision of the activity carried out by the Marie Curie Researcher

1. The Scientific Responsible of the Project, that shall supervise the scientific activity carried out by the Marie Curie Researcher as provided for by Annex I to the Grant Agreement, shall be identified with Prof. Rinaldo Castello.

Article 4.- Duration of the Agreement

1. The Agreement shall be for a period of 12 months, after the emanation of the provisions by which the manager of the University certifies the successful experiment of the preventive supervision of legality of the Corte dei Conti pursuant to the provisions of article 3, paragraph 1, letter f) and double-bis f) of Law 20/1994 and s.m.i.

Article 5.- Scope of the Agreement

1. The "Marie Curie Researcher" shall carry out the activity according to Annex I of the Grant Agreement and according to the Personal Career Development Plan.
2. The "Marie Curie Researcher" shall carry out his activity autonomously and with no hierarchical subordination. Such an activity shall be under the scientific responsibility and technical supervision of the Scientific Responsible of the Project.
3. The activity shall be carried out at the Department of Industrial and Information Engineering, Via Ferrata, 1 and in any other location(s) where the activities will take place as referred to in paragraph 1 above.

Article 6.- Obligations of the Marie Curie Researcher.

1. The Marie Curie Researcher shall:
 - a. Observe all the rules provided by the Grant Agreement;
 - b. Devote himself full-time to the activities, as specified in article 5, unless there are duly justified reasons connected to personal or family circumstances and subject to prior approval of the Commission;
 - c. Carry out the activity as specified in article 5, with the specific diligence as required by the special scientific and professional content of his activity. He shall into account that such activity is necessary to the University in order to fulfil the obligations arising from the Grant Agreement;
 - d. Draw up all the relating to the activity carried out, using the forms provided by the University and shall commit himself to complete, sign and transmit to the University the evaluation questionnaires provided by the European Commission, at the end of the initial training activity; and shall commit himself to complete, sign and transmit the follow-up questionnaires provided by the Commission;
 - e. Comply with the instructions given by the Scientific Responsible of the Project, in order to allow the University to fulfil the obligations arising from the Grant Agreement, in particular those relating to the financial provisions;
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- f. Observe the rules and safety provisions of the University; for this purpose the Scientific Responsible of the Project shall inform the Marie Curie Researcher about the safety prevention measures;
 - g. Maintain the confidentiality of any information communicated to him as "confidential";
 - h. Inform the University, as soon as possible, of circumstances that may have an effect on the performance of the Grant Agreement, such as:
 - i. where applicable, any significant modification relating to his Personal Career Development Plan;
 - ii. a sickness that may directly have an effect on the implementation of the Grant Agreement;
 - iii. any significant modification of the information given for the award of the Marie Curie – Networks for initial training;
 - iv. in particular, the disposition provided for by article 9 of this Agreement.
 - i. Commit himself to keep the University informed for three years following the end of the project of any change in his contact details;
 - j. He shall not be allowed to receive, for the activities carried out in the frame of the project, other incomes than those received from the University pursuant to article III.4 of Annex III of Grant Agreement;
 - k. Respect the rules relating to intellectual property, in particular the access to the background, the use of foreground, publicity and confidentiality provided that they are compatible with the provisions in Articles II.9, 12, 25-33 of Annex II of the Grant Agreement and Articles; in particular the "Marie Curie Researcher" shall declare, in each publication and communication, concerning the Project, that he has received support by the European Community using the following statement.

"The research leading to these results has received funding from the [European Community] Seventh Framework Programme ((FP7/2007-2013)) under grant agreement n°251399"

2. The obligations under paragraph 1 shall be personal and shall not be transferred to third parties.
3. The dispositions in the above paragraphs shall continue to apply after the expiration of the Agreement, if any.

Article 7. – Working time.

1. The "Marie Curie Researcher" is not bound to any definite working time.
2. The "Marie Curie Researcher", however, shall spend the time necessary to carry out the activity pursuant to article 5.
3. The activity shall be carried out during the normal working time as provided by the rules of the University.

Article 8. – Obligations of the University.

1. The University shall comply with the obligations provided by the Grant Agreement, in particular the University shall:
 - a. Provide, throughout the duration of the Agreement the means, including the infrastructure, equipment, materials and product for implementing the Project, in the scientific and technical fields concerned and to make these means available to the Marie Curie Researcher as necessary; in addition the University shall ensure that the Marie Curie Researcher, on a royalty free basis, has any access rights tot the

- information, to "Foreground" and "Background", according to ways and limits set up by the University;
- b. Ensure that the Marie Curie Researcher is covered under the social security scheme which is applied to employees in the country of the University or under a social security scheme providing an adequate protection in terms of level and scope at any place of the implementation of the project; ensure that the Marie Curie Researcher enjoys, at any place of the implementation of the project the same standards of safety and occupational health as those awarded to local researchers holding a similar position;
 - c. Provide reasonable assistance to the Marie Curie Researcher in all administrative procedures required by the Italian authorities recruiting him;
 - d. Execute, by the due dates, and in accordance with the Grant Agreement and article 10 below, all the payments for which it is responsible.

Article 9. – Temporary impediment of work.

1. In case of sickness or other serious personal or family reasons which prevent temporarily the "Marie Curie Researcher" from his work, he can interrupt his activities until the end of the impediment. During the suspension period the payment of royalty will be suspended. If the interruption of the activities lasts beyond the end of the project, the payment of royalty is permanently interrupted, unless in case of pregnancy. In the case of pregnancy and maternity, the contract is automatically extended for the period of absence due to maternity leave up to a maximum of 180 days, however, within the end of the project.
2. In the above mentioned cases, the duration of Agreement shall not be extended otherwise decided by the Commission.
3. In the above mentioned cases, the "Marie Curie Researcher" shall have the right only to the allowances provided by the law in force.

Article 10. – Remuneration.

1. The total gross remuneration, inclusive of all labour costs charged to the University provided by the laws in force shall be as follows, according to the Grant Agreement:

Living & Mobility allowance (A)	€ 94.549,00
Travel allowance (B)	€ 1.000,00
Career exploratory allowance (C)	€ 2.000,00
Total gross remuneration*	€ 97.549,00

*the amount is in EURO currency

2. The Marie Curie Researcher's Total gross remuneration will be subject to tax regulations in force, according to article 50 paragraph 1 point c-bis of the Testo Unico delle Imposte sul Reddito (Law on personal income taxes). The amount, inclusive of sums for tax and social security which rest on the "Marie Curie Researcher", shall be paid in deferred monthly instalments. The amount for "Travel allowance" shall be paid with the first monthly instalment. The amount for "Travel allowance" shall be paid for each period of 12 months. The first instalment shall be paid at moment of appointment of the "Marie Curie Researcher", the following instalments shall be paid each year.
3. In addition to the remuneration, according to the above paragraphs, the "Marie Curie Researcher" shall receive a refund for travelling and participation to seminars and conferences, and other activities related to the Project, if authorised by the

Scientific Responsible of the Project and as under the Regulations of the University, within the budget limits provided for this purpose by the Grant Agreement.

4. The "Marie Curie Researcher" shall receive no other additional amount to those indicated in the above paragraphs. In particular, he shall not receive retirement bonus (trattamento di fine rapporto).

Article 11. – Welfare contributions

1. The gross remuneration, according to article 10, shall be subject to INPS welfare contribution according to article 2, paragraph 26, L. 335/1995 (including any amendments) and shall be subject to INAIL insurance according to D.Lgs. 38/2000 (including any amendments).
2. The gross remuneration shall be subjected to INAIL insurance according to D. Lgs. 38/2000 (including any amendments).

Article 12. – Responsibilities of the "Marie Curie Researcher"

1. The "Marie Curie Researcher" shall be responsible for any damage caused to the University by carrying out his research activities. The "Marie Curie Researcher" shall be responsible if, due to his behaviour, the University will be not able, totally or partially, to fulfil its obligations towards the European Commission according to the Grant Agreement.
2. The University may recover any damage suffered from the remuneration due to the "Marie Curie Researcher".
3. The "Marie Curie Researcher" shall be informed of any damage recovered from the his/her remuneration as soon as suffered.
4. The compensation for damages shall be withheld by instalments of 10% of the monthly remuneration, taking into consideration the entity of the damage caused. In case of termination of the Agreement the sum in settlement shall be withheld from all other amounts due to the "Marie Curie Researcher".

Article 13. – Termination of the Agreement

1. The Agreement may be terminated by each party, before the expiration date, if there are reasonable causes. Reasonable cause means the breach of the obligations set out by the Agreement such as to prevent the carrying out of the Agreement. The party which demands the termination of the Agreement shall give written communication to the other party, by means of a registered letter with receipt notice, at least 30 days before the Agreement expires.
2. The University may terminate the Agreement in case of an earlier termination of the Grant Agreement.

Article 14. – Intellectual Property Rights

1. Except for the rights recognized by law to the author or inventor, the University shall be the only owner of rights on foreground arising from the Marie Curie Researcher's activity.
2. The Marie Curie Researcher confirms that the remuneration as under article 10 of the present Agreement, has been determined taking into consideration the disposition of the previous paragraph.
3. Internal rules regarding Intellectual property rights shall apply to the Marie Curie Researcher.

Article 15. – Protection and consent to treating personal data.

1. According to D.Lgs. 30 June 2003 n. 196 ("Code concerning protection of personal data") providing the protection of people and other subjects for the treatment of personal data, the University notifies that such a treatment shall be correct, lawful, transparent and shall protect the Marie Curie Researcher's privacy and rights. According to article 13 of D. Lgs. n. 196/2003, the University notifies the Marie Curie Researcher that the personal data supplied shall be collected and treated as under the law. This, in order to carry out the proper activities of the University and especially those activities requested to fulfil the obligations arising from the Grant Agreement. In case the Marie Curie Researcher objects to supply such data, the University shall be not able to stipulate the Agreement. The Director of the Department of Electronics shall treat the data on behalf of the University. According to article 7 of D. Lgs. n. 196/2003, the Marie Curie Researcher has the right to know how his/her data will be used by the University. If the data are not completely correct, the Marie Curie Researcher, in accordance with the article 7 of D. Lgs. n. 196/2003, may oppose to treatment, and moreover, in case of breach of the law, he/she may ask to void, make anonymous or/and block such data.

Article 16.– Registration

1. This act is subject to registration only in case of use under Art.10 of Part II of "Tariffa" attached to "T.U. dell'Imposta di Registro" approved with DPR 26/04/86 n.131 and it is absolutely exempt from stamp duty under Art.25 of Table attached to D.P.R. 642/72.
The tax due on the salary leaves has to be paid by the "Marie Curie Researcher"

Article 17.– Contract effectiveness

1. The effectiveness and performance of this contract is conditioned to the positive result of the preventive supervision of legality of the Corte dei Conti pursuant to the provisions of article 3, paragraph 1, letter f) and double-bis f) of Law 20/1994 and s.m.i. formalized by the University. In case of negative result, the contract is deemed terminated from the time of subscription and nothing is owed to the Marie Curie Researcher. Nothing is also due to the Marie Curie Researcher for having started the implementation of the contract prior to the formalization of the positive outcome of the review.

Pavia, 23/04/2012

The "Marie Curie Researcher"

Pavolo Medeiros Mendes

The Head of the Department

T. Amador

Annexes:

- Copy of the Grant Agreement
- Career Development Plan (Allegato A)

Career Development Plan-Year 1

Name of fellow: Paulo Mateus Mendes

Department: Dipartimento di Ingegneria Industriale e dell'Informazione
(Università degli Studi di Pavia)

Name of Marie Curie (MC) coordinator: Rinaldo Castello

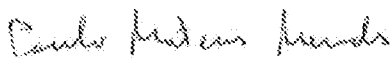
BRIEF OVERVIEW OF RESEARCH PROJECT AND MAJOR ACCOMPLISHMENTS EXPECTED

The fellow will be hosted at the Department of Industrial and Information Engineering, Pavia (Italy) with the purpose to participate to the activity of Work-Package 2 (WP2) entitled "RX Architecture" and of Work-Package 3 (WP3) entitled "TX Architecture". In particular, the fellow will contribute to the activity of task 2.1 focusing on the RX LNA optimization including the interface with the antenna and the off chip passive components and of those of task 3.1 focusing on the up-conversion including the on chip passives and off-chip interface optimization. The standards considered for the mobile terminal will be the 2G, 2.5G and 3G standards. In addition to these, the fellow will consider also the LTE standard in the second part of the activity.

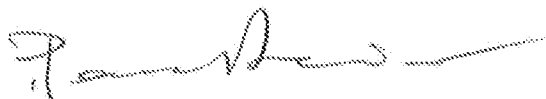
The fellow, in team with the University of Pavia team will contribute in the development of the deliverable D 2.1 and D3.1 defined in the Annex I of the Grant Agreement (i.e. Design simulation for the reconfigurable LNA + RX Mixer including programming circuits and Design simulation for the reconfigurable TX Up-Converter including programming circuits). The Fellow will also contribute to Work-Package 6 (WP6) in terms of providing internal seminars and dissemination of the research activity.

23/04/2012

Signature of fellow:



The Head of the Department



Signature of MC coordinator:

