Agreement on the institution and co-funding of n. 1 scholarship/ps for the

Doctoral Course in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Curriculum: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-39th series - Academic year 2023/2024

The UNIVERSITA’ DEGLI STUDI DI. PADOVA (hereafter referred to as the University) (Fiscal Code 80006480281), having its registered office in Via 8 febbraio 1848, n. 2 - Padova, Italy, represented by the Director General Ing. Alberto Scuttari, born in Chioggia (VE) on 10/12/1965, duly authorized to sign this agreement

and

[NAME OF THE COMPANY]…………………… (hereafter referred to as the Company), having its registered office in [ADDRESS]……………………- [CITY]…….,[COUNTRY]………, represented by [ROLE]………………, [NAME AND SURNAME]……………………………., born in ……………. (.…) on ……………, duly authorized to sign this agreement

together also “Parties”

CONSIDERING

- that the Law No.210/1998 states at paragraph 6 of art. 4 – Doctoral course - that the charges for the funding of scholarships for attendance of PhD courses may be covered by an agreement with parties other than the university administrations, in accordance with the rules and procedures approved by the competent bodies of the universities;

- that, upon authorization of the qualified academic bodies, the University is willing to start, at the Department of Sede del Corso, the Doctoral Course in PhD Course, lasting three/four years;

- that with the publication of the Ministerial Decree n. 117 of 02/03/2023, the Ministry of University and Research (MUR) has attributed to the University of Padua, under the PNRR, Mission 4, component 2 "From Research to Business" - Investment 3.3 "Introduction of innovative doctorates that respond to the innovation needs of companies and promote the hiring of researchers from companies", including the economies made available from the financial allocations referred to art. 3, paragraph 2, of the Ministry of University and Research (MUR) n. 352 of 09/04/2023, 452 doctoral scholarships to finance new doctorates that respond to the innovation needs of companies (hereafter, also courses) accredited ex DM 45/2013 XXXIX cycle – Academic Year 2021/2022 and to be accredited ex DM 226/2021 XXXIX cycle – Academic Year 2023/2024;

- that Ministerial Decree 117/2023 establishes in art. 7 paragraph 4 lett. c. and lett. d. that the research projects recipients of the grants must provide for periods of study and research in the company from a minimum of 6 months to a maximum of 18 months and periods of study and research abroad from a minimum of 6 months to a maximum of 12 months(maximum limit set in art. 9, paragraph 3, of the Decree of the Minister of the University and Research 14 December 2021, n. 226 over the three-years);

- that the Company is interested in the development and implementation of the research activities in the disciplinary fields which the aforementioned doctoral Course is settled for;

- that the Company is particularly interested in the development of the following research topic: “research topic in Italian / English” (in the context of the curriculum curriculum);

- that, to this end, the Company has expressed the willingness to co-fund n. 1 scholarship/ps.

- the MUR FAQs published on the website www.mur.gov.it/it/atti-e-normativa on 03/04/2022;

AGREE UPON THE FOLLOWING

Article 1 - Subject of the Agreement

The University, as the administrative headquarter of the Doctoral Course in ……………………………, undertakes to award n. 1 fellowship/ps for the attendance of the Doctoral Course in Phd Course for the development of the following research topic: “research topic in Italian / English” (in the context of the curriculum curriculum).

All the available doctoral positions are notified according to the provisions, requirements, procedures and criteria established by the law in force. The fellowships (including the one co-funded by this agreement) are awarded by means of a comparative evaluation of the merit of the candidates and according to the rank of the final pass list.

The University undertakes to pay out the fellowships to the successful candidates meeting all the needed requirements, according to the procedures and to the timing established by the law in force.

Article 2 - Funding of the scholarship and Payment terms

For the co-funded fellowship, the Company agrees to pay the University the following net amount (after bank charges):

€ 42.000,00 including:

• co-funding of three-year scholarship (€ 16.243,00/year gross perceiver amount - D.M MUR 23/02/2022 n.247) and social security contribution (23.353% of the amount of the scholarship) net of Ministerial co-financing;

• 50% increase of the fellowship for periods spent abroad of 6 months [art. 9.3 - D.M MUR n. 226 dated 14/12/2021];

• budget for the research activity of the PhD student equal to € 1,624.30/year for a total of € 4,872.90 [art. 9.4 - D.M MUR n. 226 dated 14/12/2021];

• contribution to the running expenses of the Doctoral Course equal to € 2.007.

The payment of the total amount of € 42.000,00 for the three-year length of the Doctoral courses shall be made by (*select the relevant option*):

 by a single payment to be made by October 31th 2023.

 by three yearly installments to be paid in advance (by October 31th 2023 - 2024 - 2025).

The payment shall be made on the following bank account:

Name of the Bank: Intesa Sanpaolo S.p.A.

Account owner: Università degli Studi di Padova

IBAN code: IT13Z0306912117100000046107

SWIFT/BIC code: BCITITMM

The Company is also committed to pay to the University within 60 days from the request:

• the increase of 50% of the scholarship for any further months beyond six of the period abroad;

• any additional sum arising from possible increases of the scholarship or bigger charges due to national regulations and law provisions.

If the fellowship is not awarded or if the awarded fellowship is not paid to the PhD student for the total length of the courses because of his/her withdrawal or exclusion from thee PhD Course, the unused amount will be paid back to the Company to the bank details that will be indicated for this purpose by the Company.

Article 3 – Commitments of the Parties

The Parties agree to:

 with regard to the research topic which the agreement refers to, the Supervisor is prof./dr. …………………………;

 carry out the training and research project of the PNRR – DM 117/2023;

 identity a Company co-Supervisor for the PhD student, defining their respective areas of competence;

 one representative of the Company may be invited to take part, with no right to vote, to the meetings of the competent bodies of the Doctoral Course in case of requesting for a contribution to both the definition of the teaching programs and to the optimal identification of the activities carried out by the PhD. candidate within the program, in order to be involved in the definition of the training plan, as required by art. 7 paragraph 4 lett. g of the Ministerial Decree MUR 117/2023;

 the Company may ask the University to allow the PhD student awarded the fellowship to take part to ad-hoc workshops to present the activities developed during the courses, pending the consent and support of the competent bodies of the Doctoral Course;

 the University is bound to mention the financial contribution of the Company in the publications authored by the PhD student, issuing from the activities carried out during the PhD Program.

Article 4 – Period of activity at the Company’s facilities

In order to foster the research activities of the doctoral student, part of his training activity can be performed at the Company’s facilities for a period of nr 6 months. (the minimum period has been indicated, enter the actual number of months of activity of the Phd Student to be carried out at suitable Company structures reported in the EDI, if different)

To this end, the University will agree with the Company on the use of the facilities for the training activities of the doctoral student according to the actual potential of the facilities themselves.

The Company is committed to host the PhD student for the periods of study and research provided and to make specific operational and scientific structures available to the PhD student for carrying out the activities of Project that will take place at the premises of the Company itself and to identify a Company co-Supervisor who will collaborate with the University tutor in the supervision of the training and research activities carried out by the PhD student. The Company designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name, email, telephone) as co-Supervisor.

Article 5 - Industrial Property Rights on research Results and publications

5.1 – Definitions

For the purposes of this agreement, the following expressions shall have the meaning given to them below:

a) “Background”: intellectual property and other intangible assets protected under legge (Law) no. 633/1941, as amended and supplemented, “Protection of copyright and other rights related to the exercise thereof”, designs and models, inventions, utility models, topographies of semiconductor products, confidential information, plant varieties and any other intangible asset protected under d.lgs. (Legislative Decree) no. 30/2005, as amended and supplemented, as well as any other intangible asset protected under national, EU and international legislation on intellectual and industrial property whose rights are owned or co-owned by a Party prior to signing this agreement. It also means any unprotected knowledge and information obtained by a Party prior to signing this agreement;

b) “Sideground”: intellectual property and other intangible assets protected under legge (Law) no. 633/1941, as amended and supplemented, designs and models, inventions, utility models, topographies of semiconductor products, confidential information, plant varieties and any other intangible asset protected under d.lgs. (Legislative Decree) no. 30/2005, as amended and supplemented, as well as any other intangible asset protected under national, EU and international legislation on intellectual and industrial property, and any unprotected knowledge and information, if made or otherwise obtained by a Party during the period of effectiveness of this agreement but not in the performance thereof, even if they fall within the same technical or scientific field covered by this agreement;

c) “Patent(s)” means the industrial property titles that enable the acquisition of the invention rights, including the patent application and submission. This includes patents by invention, utility models, rights to patent a new plant variety, and registrations of topographies and semiconductor products.

d) “Industrial Property Rights”: means the provisions of d.lgs. (Legislative Decree) no. 30 of 10 February 2005, as amended, i.e. the Codice di Proprietà Industriale - C.P.I. (Industrial Property Code), with regard to trademarks and other distinctive marks, geographical indications, designations of origin, industrial design works, inventions, utility models, topographies of semiconductor products, confidential company information (know-how), and new plant varieties

e) "Intellectual Property Rights": indicates the rules laid down by Law No.633 of 22nd April 1941 - Protection of copyright and rights related to its exercise - and further amendments, concerning works of the mind having a creative character and belonging to literature, music, figurative arts, architecture, theatre, or cinematography, including computer programmes, databases and works of industrial design.

f) "Confidential Information" means any information, data or knowledge of a technical, scientific, commercial and/or any other nature, related to the activities of the Parties and placed under the legitimate control of one of the Parties, in any expressed form and/or on any stored medium, communicated by one Party to another in the context of the activity covered by the agreement. "Confidential Information" also means the results generated by the research activity covered by the agreement, as well as, more generally, the information contained in the Background, Sideground and Results

g) "Invention" means any type of innovation and/or useful result obtained from the research activity covered by this agreement and likely to be the subject of an invention patent in the same way as the Industry Property Rights.

h) "Results": indicates all assets, both tangible and intangible, as well as all the knowledge or information arising from carrying out the research activity covered by this Agreement.

i) “Patentable results”: means the research Results that may be the subject of Industrial Property Rights.

Art. 5.2 - Ownership of the Results deriving from the PhD Course

5.2.1 The ownership of the Results that may not be the subject of Intellectual and/or Industrial Property Rights produced within the scope of PhD activities under this agreement will belong to both the Parties and each of them may make use of them on a non-exclusive basis insofar as this does not affect compliance with the obligations as per Articles 5.4 and 5.5 (Publication and Confidential Information).

5.2.2 The ownership of the results that may be the subject of Intellectual Property Rights, in particular the ownership of both moral and economic Intellectual Property Rights on the Software [assess whether relevant in the actual case] are governed by Legge (Law) No. 633 of 22 April 1941. The commercial use of the results referred to in this paragraph owned by the university staff and/or the PhD student will be governed by a special agreement between the owners themselves and the Company.

5.2.3 If the performance of the PhD activities gives rise to Results that may be the subject of Industrial Property Rights (Patent), each Party shall immediately notify the other in writing, also expressing its interest in patenting. The other Party shall, within 60 (sixty) calendar days of receipt of such notice, express its interest in patenting.

5.2.4 In the case of patentable Results referred to in the preceding point and in respect of which both Parties have expressed an interest in patenting, a jointly owned patent application shall be filed. The share of ownership due to each Party will be established with a separate agreement in proportion to the inventive activity carried out by each of the Parties. The agreement will also define the methods for filing and continuing the patent application (or other form of protection) and the division of the related expenses as well as the management and exploitation of the rights over the protectable Results, without prejudice to the provisions in the following paragraphs.

5.2.5 In the case referred to in the preceding paragraph, the University may assign to the Company, at the latter's request, its ownership share in the Patent, by a separate deed to be signed after the filing of the Patent, as soon as is possible and in any case no later than 12 (twelve) months from the date of filing, under the conditions set forth in Article 5.2.7;

5.2.6 If the company does not request the transfer within the above term, the University's ownership share of the Patent shall be the subject of a separate licence agreement, which the company hereby undertakes to enter into should it intend directly or indirectly to exploit the Results covered by the Patent, with the payment of royalties and a minimum annual amount to be negotiated. The minimum annual amount shall be applied in the event that the royalties due to the University in a given contractual year are less than the minimum amount indicated.

5.2.7 Procedure for the transfer of the University's share to the company:

a) Pursuant to Article 9 of the University of Padua Patent Regulations, the Parties agree that the company shall pay the University the amount agreed upon in the agreement under paragraph 5.2.5, in addition to the reimbursement of the expenses incurred by the University for the filing, as consideration for the transfer by the University of its ownership share in the patentable Results referred to in Article 5.2.4. Nothing beyond this amount will be due to the University by the company. The University may always use the Results for teaching and institutional research purposes free of charge and in perpetuity. The additional consideration referred to in this paragraph is due for each Patent or protectable Result for which the Company requests the transfer.

b) the company undertakes to request the registration of the acquisition of full ownership of the patent application from the national or international authorities with which the patent application has been filed, only after its first publication, bearing all the costs related to this. Unless otherwise agreed by the Parties, any subsequent patent applications claiming the priority of the aforementioned patent application will be filed exclusively in the name of the Company.

5.2.8 To the fullest extent permitted by law, the Company agrees to indemnify the University and hold it harmless from and against any and all losses, damages, liabilities, costs or expenses, including legal fees, arising out of or in any way related to claims or disputes of third parties, relating to the marketing or, in any case, to the use of the Results or part thereof.

5.2.9 If one of the Parties notifies the other that it has no interest in filing a patent application or other form of protection, or if the time limit specified in Article 5.2.3 expires without a notification having been sent, the other Party shall have the right to protect the patentable results exclusively in its own name and at its own expense and shall then be the owner of all related economic and non-economic rights, without owing anything to the other Party

5.2.10 The University may always use the Results for teaching and research purposes free of charge and in perpetuity.

5.2.11 All preceding and subsequent procedures must, however, guarantee the PhD student the right to file and discuss his or her PhD thesis.

5.3 - Ownership of the Background and Sideground

5.3.1 Each Party owns the Industrial and Intellectual Property Rights relating to its own Background and its own Sideground. It is understood between the Parties that nothing in this agreement directly or indirectly implies the transfer or recognition of any rights in relation to its own Background and Sideground.

5.3.2 The Sideground of each Party may not be used by the other Party without the express written authorisation of the owner and under conditions to be agreed upon.

5.4 – Disclosure and Publication of results

The University reserves the right to publish and/or disclose, in whole or in part, the Results of the activities covered by this Agreement, subject to confidential transmission to the Company of the draft of the publication and/or disclosure, to be carried out at least 30 (thirty) days before disclosing/sending it to third parties.

The Company shall be entitled to:

a) notify the University in writing, within 30 (thirty) days of receipt of the draft, which Confidential Information must be made inaccessible to third parties; or

b) request in writing to the University, within 30 (thirty) days of receipt of the draft, that publication and/or presentation be deferred for a period not exceeding 90 days in order to allow the filing of any applications aimed at obtaining a title associated with Industrial Property rights.

Should the Company not send any notification or request as stated above, the University may freely proceed, without further notice, with the publication and/or disclosure activities.

Such authorisation will not be necessary for all the knowledge already available in literature

The University undertakes to state in any publication or disclosure/presentation that the Results were achieved as part of the activities covered by this Agreement. However, the University reserves the perpetual and irrevocable right to use, freely and free of charge, these Results for internal scientific and teaching purposes, insofar as such use does not affect the possibility of protecting the Results and in compliance with confidentiality obligations.

The Parties may freely disclose and publish the Results that are not likely to become the subject of property rights.

The Parties undertake to foster the full enhancement of the research results and to guarantee the protection of intellectual property, ensuring open public access to research results and related data (e.g. publications of original scientific research results, raw data and metadata, sources, representations of digital graphics and images and scientific multimedia materials) in the shortest possible time and with the least possible restrictions, in accordance with the principles of “Open science” and “FAIR Data”, pursuant to Article 7(4)(h) of Decreto Ministeriale (Ministerial Decree) 117/2023.

All envisaged procedures must, however, guarantee the PhD student the right to file and discuss his or her PhD thesis.

5.5 - Confidential Information

Confidential Information shall be disclosed solely and exclusively for the purpose of enabling the fulfilment of the activities covered by the agreement, and shall therefore not be disclosed to third parties, either in whole or in part, either directly or indirectly, in any form whatsoever, by the Party receiving such information without the prior written consent of the Party providing it. It may not be used, either in whole or in part, for purposes other than those for which they were provided, without the prior written consent of the Party that provided it.

Each Party agrees to properly preserve and guard, by all means reasonably deemed appropriate, any Confidential Information of the other Party that may come into its possession throughout the term of the PhD scholarship and for two (2) years thereafter.

Under no circumstances may information be considered Confidential Information if it can be proved that:

a) it is information that is already in the public domain, or has fallen into the public domain not as a result of a breach of the confidentiality obligation by the Receiving Party, or

b) it is information that the Receiving Party is required to disclose by law or regulation, or by order of any relevant authority, provided that the Parties have consulted in advance on the manner and content of such disclosure, unless otherwise required by law, regulation or public authority; or

c) it is information that the Receiving Party has lawfully obtained from third parties without any confidentiality obligation; or

d) it is information for which the Receiving Party is able to demonstrate by appropriate documentation that it has been already in its lawful possession before it was provided by the other Party; or

e) it is information that has been developed independently and in good faith by the personnel of the Receiving Party who have had no access to the other Party’s Confidential Information.

Article 6 - Insurance and Safety

Pursuant to D. Lgs. (Legislative Decree) 81/2008, the obligations in terms of safety at work are incumbent on the party in whose offices the research activity is carried out ("Host Party") with regard to workers, as defined by Article 2 of D. Lgs. (Legislative Decree) 81/08 and hereinafter referred to in this article as "personnel". All personnel shall comply with the prevention and protection rules laid down by the Host Party, which shall ensure that they are aware of them in advance.

Any use of the equipment, in compliance with the provisions of the law and regulations in force, and in accordance with the protection, safety and health rules applied therein, is always subject to the prior authorisation of the person responsible for the equipment, which is granted following information, training and practical training and any specific qualification, where required (Article 73 of D. Lgs. (Legislative Decree) 81/08). The person in charge of machines, equipment, as well as prototypes or other instruments made and used in the activities referred to in this Agreement, shall guarantee their compliance with the laws, regulations and general safety requirements, as well as the appropriate maintenance thereof (Article 71 of D. Lgs. (Legislative Decree) 81/08).

On the basis of the assessment of the risk to which the personnel operating within the scope of contract activities are subject, the Host Party shall provide Personal Protective Equipment (PPE) in compliance with regulatory requirements and training on their use, where applicable.

The University and the Company, for their personnel respectively, shall guarantee "general training" on safety pursuant to Article 37 of D. Lgs. (Legislative Decree) 81/08 "Training of workers and their representatives", as defined in Accordo in Conferenza Permanente per i rapporti tra lo Stato, le Regioni e le Provincie Autonome (Standing Conference Agreement for relations between the State, the Regions and the Autonomous Provinces) no. 221/CSR of 21.12.2011, through the provision of 4 (four) training hours, with final certificate issued.

The Host Party is required to provide adequate information in accordance with the provisions of article 36 of D. Lgs. (Legislative Decree) 81/08, and is responsible for “specific training” on safety pursuant to article 37 of D. Lgs. (Legislative Decree) 81/08 “Training of workers and their representatives”, as defined in Accordo in Conferenza Permanente per i rapporti tra lo Stato, le Regioni e le Provincie Autonome (Standing Conference Agreement for relations between the State, the Regions and the Autonomous Provinces) no. 221/CSR of 21.12.2011, in line with the risks to which the personnel will be exposed, taking into account any specific training already carried out.

The Host Party, on the basis of the assessment of the risk to which the personnel operating within the scope of agreement activities are subject, shall determine whether health checks must be carried out for fitness to the specific task and whether health and physical surveillance must be activated, if the activity involves exposure to ionising radiation, ensuring the fulfilment of the requirements of the relevant legislation in force, for which it is responsible. The relevant data shall be exchanged between the competent departments of the Parties.

The University guarantees the PhD student protection against accidents at work at INAIL, pursuant to the Ministerial Decree 10/10/1985 and subsequent amendments and additions (in the formula Management on behalf of the State). It should be noted that this protection operates only and exclusively for accidents occurring during technical-scientific experiences and practical exercises

The University guarantees that the PhD student is covered by an insurance policy against accidents that he may suffer while carrying out the activities referred to in this agreement, as well as for civil liability or for damage that he may involuntarily cause to third parties (people and / or things) during the carrying out of the aforementioned activities. Insurance policies can be found on the University's institutional website.

Article 7 - Duration

This agreement will start from the date of signature and will terminate at the end of the courses.

Article 8 – Applicable Law and Privacy

For that which is not stated in this agreement, the laws in force about this subject have to be considered, in particular: article 4 – Research Doctorate - of the Law n.210 dated 3 July 1998, the Decree of Minister of University and Research n. 226 dated 14 December 2021, the University Regulation on Doctoral Courses and the Call for application.

As far as applicable, the obligations set out in art. 9 - Obligations of the implementing subject - of Ministerial Decree 117/23, in particular also borne by the Company the letters f, m, n, o, q of paragraph 1, which the Parties undertake to fulfill as far as they are concerned

According to current legislation on privacy, the personal data provided in this document and in implementation of the same are processed by the Parties in order to fulfill the procedures related to this agreement according to principles of lawfulness, correctness, transparency and confidentiality and used or transmitted to other entities for institutional purposes only.

Article 9 – Taxes and formalization

This agreement is drawn up in duplicate, and will be registered only in case of use, under current provisions. The expenses for the revenue stamps are paid by University in virtual mode, pursuant to art. 7 of the Ministerial Decree 23/01/2004, following the authorization issued by the “Intendenza di Finanza” (Tax Authority) of Padua on February 20, 1991 protocol no. 4443/91/2T, later extended by the Revenue Agency, Provincial Directorate of Padua, with protocol no. 93322/2015 and valid from 15/10/2015, with charges borne by the Company.

[place]\_\_\_\_\_\_\_\_\_, [date]\_\_\_\_\_\_\_\_\_\_\_\_ Padova, \_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |
| --- | --- |
| [NAME OF THE COMPANY] | Università degli Studi di Padova |
| [ROLE] | The Director General |
| [NAME AND SURNAME] | (Ing. Alberto Scuttari) |