Revenue Stamp

for the current amount (€ 16,00)

**Convention for the activation and the operation of no. \_\_\_\_\_\_ positions of PhD-Executive for employees – Cycle XXXVI, academic year 2020/2021**

**between**

University of Milan-Bicocca, (Tax and VAT No. 12621570154), having its principal office in P.zza dell’Ateneo Nuovo n. 1 – 20126 Milano, represented by the Rector Prof. Giovanna Iannantuoni (hereinafter referred to as UNIVERSITY);

**and**

The company \_\_\_\_\_\_\_\_\_\_ (Vat no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), having its principal office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by Mr./Dr. \_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting as \_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the deliberation of the \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as COMPANY);

In the following the UNIVERSITY and the COMPANY will be collectively the PARTIES.

The PARTIES agree to establish this Convention including also the Annexes that are an integral part of it, in the following defined AGREEMENT

**whereas**

* The University of Milano-Bicocca, a public cultural institution, has among its primary goals to contribute to the development of the Society through the promotion of the cultural and civil of the person and the development of a culture based on the universal values ​​of human rights, peace, international solidarity and the preservation of the environment. It pursues this goal through scientific research, transfer and enhancement of research results and through higher education
* UNIVERSITY is s public cultural institution whose corporate purpose includes the promotion of the research and of the education in the Physics field
* within the education offer of the PhD School, UNIVERSITY established the PhD course in , curriculum at the Department of
* the PhD program with Executive path, in the following defined Executive-PhD, is intended for the employees with a laurea degree as defined in the D.M. 3.11.1999 n. 509 or with a Master degree as defined in D.M. 3.11.1999 n. 509 or with a Master degree as defined in D.M. 22.10.2004 n. 270 or with similar degree acquired in a foreign Institute, similar for time length and cultural content to the Italian degree and previously recognized by the competent academic authority and motivated to further develop their education in multidisciplinary research,
* the COMPANY is interested in activating at the UNIVERSITY of Milan-Bicocca no. \_\_\_\_\_\_\_ Executive-PhD positions for the academic year 2020/2021, cycle XXXVI and declares that it is not in liquidation or bankruptcy and has not submitted a request for “concordato preventivo”, not having legal representatives, directors (with or without representation powers) and members for whom there are no grounds for prohibition, declines or suspensions provided for in Legislative Decree 159/2011 (Code of Anti-Mafia Law);
* The admission to the Executive-PhD programs follows the same admission rules of other PhD courses offered by the UNIVERSITY;
* in particular, the Executive-PhD student is an employee of company or external institute that, while maintaining his/her job and salary, may be educated and develop and complete a full research, achieving at the end of this education and research path the PhD degree;
* to achieve the PhD degree, the Executive-PhD student must respect the due education activities, pass the exams as required by the specific individual education plan, and prepare and discuss a research thesis;
* the *Collegio dei Docenti*, hereinafter referred to as “Collegio”, is responsible of the educational program and of the activities relative to the PhD course with Executive path;
* UNIVERSITY and COMPANY have defined the educational and research activities (in the following defined “PhD Activities”) as reported in the ANNEXES, which are integral part of this Convention;
* the length of the Executive-PhD is 3 years, during which the Executive-PhD student mantains his/her employee position within the company with the relative salary.
* from the development of the research activities carried out within the above PhD Activities, defined in agreement of the Rules of the PhD School of the UNIVERSITY and in agreement with the Collegio, RESULTS may be produced, to be published and commercially exploited;
* RESULTS are all the achievements [for example: inventions, patent submissions, patents, know-how, formulas, processes, specifications, methodologies, designs, samples, intellectual properties, (like software tools, databases, industrial designs, engineering designs, etc…) produced by the research activities performed within the PhD activity];
* The ownership of the results achieved within academic environment is regulated by the current national legislation and by the UNIVERSITY rules regarding the intellectual property. Moreover additional agreement between the UNIVERSITY and the COMPANY could be established and defined in the ANNEXES.

**it is agreed as follows**

# ARTICLE 1

PARTIES agree to establish and activate no. \_\_\_\_\_\_ Executive-PhD positions for the academic year 2019/2020 cycle XXXV, reserved for the employees of the COMPANY, and to guarantee the proper operations, as described in the following;

ARTICLE 2

The Executive-PhD student, once acquired the eligibility for the registration as defined in the procedure within the Call for PhD positions, must proceed with the formal registration to the PhD course with Executive path as student without fellowship;

ARTICLE 3

The length of the Executive-PhD will be of 3 years, to be carried out together with the working activity, as defined and agreed between the COMPANY and the University Tutor. Special and motivated conditions could justify the increase of the length to 4 years, in agreement with the Regulation of the PhD School and in agreement with the Collegio;

ARTICLE 4

The activities to be carried out by the Executive-PhD are the following:

* Attending advanced courses, as defined in the individual educational plan and passing the respective exams;
* Performing the research activity;
* Producing, completing, and discussing the PhD thesis;

To allow the development of the Executive-PhD, Parties will identify a tutor/supervisor of the thesis from the COMPANY and a tutor/supervisor of the thesis from the UNIVERSITY, hereinafter referred to as “Tutors”.

The two Tutors will work together to follow the thesis work and guide the student with regard to the training path and the research activity. Supervision co-ordination will take place through exchange of information, in accordance with this AGREEMENT, and periodic meetings.

The Executive-PhD student will perform these activities by dividing his/her time with his/her work. Research activities can be carried out at COMPANY and/or at UNIVERSITY, as agreed by the designated responsibles of the COMPANY and of UNIVERSITY and in agreement with the Collegio.

THE COMPANY undertakes to agree to the Executive-PhD student the time required to carry out the assigned training and research activities estimated by the Collegio and as defined in the ANNEXES.

ARTICLE 5

The Executive-PhD student can conduct study and research visits at recognized international institutions, as agreed by the Tutors and in accordance with the Collegio.

ARTICLE 6

Executive PhD students will have to pay taxes and contributions annually approved by the Board of Directors.

The COMPANY commits itself to pay to the UNIVERSITY of Milan-Bicocca Studies, for each Executive Doctorate, starting from the second year of the course, the research budget, as per art. 9th paragraph 3 of DM no. 45 of 8/2/2013, not less than 10% of the scholarship (10% is equal to € 1.623,85).

ARTICLE 7

For the purposes of this AGREEMENT, "CONFIDENTIAL INFORMATION" means all information provided in tangible form, including, but not limited to, documents, designs, product samples, data, analysis, reports, studies , graphical representations, elaborations, evaluations, reports relating to technology and production processes, models, tables, ownership of the COMPANY or UNIVERSITY, exchanged between the same entities and / or communicated to the Executive-PhD student, in writing or physically and in any case identifiable in patterns or other forms that carry the word "Confidential", hereinafter referred to as "RESERVED INFORMATION", which may be used in the PhD project.

The PARTIES undertake to make the Executive-PhD student to respect the following obligations under his/her personal responsibility:

• treat as confidential RESERVED INFORMATION received by the COMPANY and UNIVERSITY in the execution of this AGREEMENT and related to the achievement of the PhD degree;

• do not reproduce and use for purposes other than the achievement of the Doctorate's Title the CONFIDENTIAL INFORMATION which will be provided and / or disclosed and / or acquired under the PhD Project;

• to treat in confidential way the RESERVED INFORMATION contained in contexts and occasions other than training and research activities related to the PhD project;

• use the RESERVED INFORMATION exclusively in the PhD project, to obtain the title of Doctor of Research;

• recognize, in the context of the PhD dissertation where the RESULTS are explicit and/or quoted, their ownership by the legitimate owners and the relative moral rights of the author/authors;

• do not publish RESULTS without the prior consent of the Tutors.

• do not publish or disclose in any form the content of electronic media eventually shared in the training path

Both PARTIES also undertake to treat as reserved and confidential, and does not disclose to third parties the CONFIDENTIAL INFORMATION provided by the other Party within the Doctoral Projects activities, limiting the dissemination of CONFIDENTIAL INFORMATION within its own organization only to those whose duties justify the knowledge of the same.

In the event of a joint decision of the PARTIES to legally protect the whole or part of the RESULTS achieved under the Doctoral Project, the PARTIES shall endeavor to postpone any publication relating to such RESULTS for the time necessary for the completion of the necessary legal protection procedure (like filing a patent application).

If the Doctorate decides to waive the Executive-PhD, the PARTIES will be obliged to make the Executive-PhD student to return the CONFIDENTIAL INFORMATION provided in tangible form, with the ownership of the COMPANY or UNIVERSITY and communicated in writing or transmitted physically and in any case all identifiable in models or other forms with the word "Confidential" that the Doctorate has used during the PhD course, and under the same obligation to maintain the confidentiality of the same RESERVED INFORMATION for at least 3 (three) years from the date of renunciation to the studies.

The PARTIES shall not be liable for any damages arising from the breach of the CONFIDENTIAL INFORMATION set forth in this Agreement if it is proved that such violation has occurred despite the diligence of the good father of the family.

ARTICLE 8

The ownership of the RESULTS will be recognized according to the current legislation and according to UNIVERSITY regulations on intellectual property.

If the UNIVERSITY and the COMPANY are co-owner on RESULTS, as in the preceding paragraph, they will agree in good faith, through subsequent agreements, the ways of protecting and using them, even for the purpose of commercial exploitation.

Any publication of the RESULTS of which the UNIVERSITY and the COMPANY are co-owner shall be agreed in advance between the Tutors referred to in Art. 4.

In the event of RESULTS realized and made up of contributions autonomous and separable from the Parties, each party may independently publish and/or disclosure the results of their studies and research, recognizing any contribution provided by the other party. However, if such publications contain data and information confidentially disclosed by one party to the other party, the Parties must request prior authorization to the disclosing Party and have in any case the obligation to cite the authors in any publication in accordance with national and international law.

ARTICLE 9

PARTIES undertake not to use the other party's name and / or logo for advertising purposes, subject to specific agreements.

ARTICLE 10

This Convention is solemnly conditioned, pursuant to art. 1353 cc, in the case of:

1. failure to activate the PhD courses, Cycle XXXV, Academic Year 2020/2021;

2. failure to open the competition for admission to the aforesaid Courses;

3. absence of applications for participation in the competition for admission to the Courses;

4. unsuitability of all participants in the competition notice.

This Agreement is also considered resolved in case of renunciation of the PhD student to continue the phd executive as well as in case of decadence, resignation / dismissal of the PhD student from the Company. In such cases, each of the PARTIES undertakes to immediately notify the other of the occurrenceì of the resolving event.

ARTICLE 11

This Convention is effective until the achievement of the Phd degree.

ARTICLE 12

The subject to which the employer's obligations under D.Lgs. 81/2008 and ss.mm.ii. are in place is identified in the subject that hosts the Executive-PhD student. The personnel of the PARTIES and the PhD students are required to comply with the regulations and safety regulations in force at the sites for the PhD activities, observing the provisions of Legislative Decree no. 81/2008 and ss.mm.ii., in particular the obligations of art. 20 of the aforementioned decree, as well as the indications provided by the managers of the host structure.

ARTICLE 13

For the tutoring of Executive-PhD students, the UNIVERSITY has stipulated the following insurance coverings:

* Policy "Civil Liability to Third Parties" - R.C.T. "ongoing with Allianz S.p.a., no. 75622994, ongoing with Allianz S.p.a. - validity period 31.12.2015 / 31.12.2020;
* "Student Accidents" n. 100.029 stipulated with Harmonie Mutuelle Italia - validity period 30.09.2015/30.09.2020.

The COMPANY declares that it has entered into an appropriate insurance policy \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

At the end of these policies, the PARTIES are obliged to repeat the insurance cover for the above mentioned types of risk, reserving to make changes, if necessary, to the regulatory conditions and to the insured limits and to communicate to the counterparty the copy of the said policy.

 The UNIVERSITY also guarantees:

- the insurance coverage of the Executive-PhD students against accidents at work at INAIL, with the system of insurance coverage on behalf of the State, within and within the limits of D.P.R. October 10, 1996, no. 567 and subsequent amendments and additions. It should be noted that this cover only applies to accidents occurring during technical-scientific experiments and practical and work-related exercises, with the exception of injuries such as those in-itinere, not related to the specific activity for which there is a law obligation (Circular INAIL No. 28 of April 23, 2003);

- INAIL insurance against work accidents for its own staff, researcher and technician, pursuant to D.P.R. 1124/1965 and subsequent amendments and additions.

10.5 The COMPANY also guarantees work injury insurance against INAIL to its staff, including its admissible Executive-PhD staff. (INAIL position \_\_\_\_\_\_\_\_\_\_\_\_\_).

In the event of an accident occurring during the course of the activities covered by this Convention, it is agreed that the party to whom the matter has occurred will undertake to report the event immediately to the other Party:

1. at the University of Milano-Bicocca - Legal Office, Piazza del Corso Nuovo n.1, tel. 02.64486013, fax. 02.64486035, e-mail: assicurazioni@unimib.it.
2. at the COMPANY with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is understood that the existence of such policies does not affect the exercise of any actions of liability, damage and reparation to third parties.

ARTICLE 14

The parties undertake to modify the contents of the ANNEXES only upon written agreement and provided that the quality and sustainability of the Courses are not compromised.

ARTICLE 15

This AGREEMENT is governed by Italian law. The PARTIES agree to define in a friendly way any dispute arising from the interpretation, application and/or validity of this AGREEMENT. If it is not possible to reach a friendly definition of the dispute, these disputes will be deferred to the exclusive jurisdiction of the Milan Forum.

ARTICLE 16

The parties are committed to process personal data arising from the obligations under this agreement exclusively for the purposes related to the execution of this agreement.

Personal data will be processed in compliance with the provisions of Regulation 679/2016 / EU, Legislative Decree. 196/2003, as amended by Legislative Decree 101/2018 and by the provisions of the Italian Data Protection Authority

With reference to the relationship, concerning data protection, between the two structures and the operating procedures for the management of the different treatments, each party acts as an independent owner for obligations of its own competence.

The Parties guarantee that the process of personal data will be carried out by duly authorized parties who have been trained to carry out these tasks and duly appointed responsible or authorized for processing. The processing operations will be carried out with means equipped with security measures designed to guarantee the confidentiality of the parties’ data and to avoid undue access from third parties or unauthorized personnel.

ARTICLE 17

This AGREEMENT is subject to stamp duty, originating and fixed, within the meaning of Article 2 of the Tariff - Part One - annexed to D.P.R. 26 October 1972, no. 642, and subsequent modifications and additions. The related charges are borne by the COMPANY.

This AGREEMENT is subject to registration only when used in accordance with Article 1 (b) of the Tariff - Part Two - annexed to D.P.R. 26 April 1986, no. 131.

ARTICLE 18

This AGREEMENT has been the subject of specific examination and negotiation between the UNIVERSITY and the COMPANY. The provisions of Articles 1341 and 1342 of the Italian Civil Code are therefore not applicable, as the PARTIES are fully aware of all their commitments and obligations, which have been evaluated and taken in full freedom and autonomy.

This Convention is transmitted to the COMPANY in no. 2 copies. The COMPANY is required to sign both the originals and to return one of the copies to the Università degli Studi di Milano-Bicocca (address: Piazza dell'Ateneo Nuovo No. 1 - 20126 Milano).

This Convention consists of no. \_\_\_\_\_ pages written here.

Milan,

Università degli Studi di Milano-Bicocca

THE DIRECTOR OF PHD COURSES

 (………………)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

###  The Company

###  The Rector The Legal Representative

###  Prof. Giovanna Iannnantuoni (………………)

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**ANNEX A – PERSONAL TRAINING PLAN**

**SECTION 1 – COMPANY**

Business name

Registered office

VAT NUMER

Phone

e-mail

**Legal Representative**

Surname and name

**Tutor**

Surname and name

Phone

e-mail

**Type of employment contract**

**SECTION 2 – Università degli Studi di Milano - Bicocca**

Registered office Piazza dell’Ateneo Nuovo, 1 – 20126 Milano - Italia

Operating office

Fiscal code 12621570154

VAT NUMER 12621570154

Telefono +39 0264481

e-mail dottorati@unimib.it

**Legal Representative**

Surname and name Giovanna Iannnantuoni

Fiscal code NNNGNN70B49E716P

**Tutor**

Surname and name

Fiscal code

phone

e-mail

**SECTION 3 – RESEARCH PROJECT AND THESIS TITLE**