**Collaboration with private/public entities – Industrial / Intersectorial Doctorate**

**SCIENTIFIC COOPERATION AGREEMENT**

**BETWEEN**

**THE GRADUATE SCHOOL OF ………………………….., PhD PROGRAMME IN ………………………. OF VERONA UNIVERSITY**

**AND ………………………………………………..…..**

BETWEEN

The Graduate School of ……………………. (hereinafter also …………*acronym*) of Verona University (hereinafter also “UNIVR” or “University”), with registered headquarters in Verona and represented by its Director, Prof. …………………………,

## AND

………………..….. (hereinafter “……..”), tax ID number …………… VAT ID number .…………………………., with registered headquarters in …………………………. *(complete address)*, represented by its …………………………., …………………,

Hereinafter jointly referred to as the PARTIES

* HAVING REGARD to Art. 4 of Law no. 210 of 3rd July 1998 and subsequent additions and amendments, which establishes that universities may activate doctoral courses through agreements with public and private entities that fulfil high-level cultural and academic qualification requirements and have the suitable personnel, facilities and equipment;
* CONSIDERING that the Statute of the University of Verona issued by Rectoral Decree no. 1176 of 14th July 2017 promotes collaboration with other universities, public and private entities, both within and outside of Europe, through agreements, contracts and consortium initiatives, with the aim of enhancing academic and technological research and training;
* HAVING REGARD to the Ministry of Education, University and Research (MIUR)’s Decree no. 45 of 8th February 2013 on *“Regulations establishing the procedures for the accreditation of offices and doctoral courses and criteria for the establishment of doctoral programmes by accredited bodies”,* which state that universities may activate PhD programmes in convention with public entities or enterprises that carry out research and development*;*
* HAVING REGARD to the Ministry of Education, University and Research (MIUR)’s communication no. 1059/2016 concerning innovative PhD programmes known as “Industrial Doctorates” – traditional PhD programmes with specific curricula, run in collaboration with public entities/companies that carry out research and development activities;
* HAVING REGARD to the University of Verona’s Regulations for PhD studies issued by Rector’s Decree no. 1891 of 12th March 2018, whose article 2 states that in PhD education, the application of new technologies to academic research may include periods of study and traineeships with public or private entities nationally or abroad;
* HAVING REGARD to the University of Verona’s Regulations for PhD schools and PhD programmes issued by Rector’s Decree no. 1890 of 12th March 2018 whose article 6 states that the university may sign specific agreements to instate PhD programmes in collaboration with universities or public or private research institutions with a high level of academic and cultural knowledge and appropriate resources in terms of personnel, facilities and equipment;
* CONSIDERING that the University of Verona’s Graduate School of ………..……. was established to organise and provide advanced education through research and possible internationalisation initiatives;
* CONSIDERING that with the letter of intent dated ………………., ……………… (institution/company) has expressed its willingness to allow students of the PhD in …………..……… to use its advanced tools/instruments (in terms of time and resources) for research in the field of ………………..(ex. Proteomics) hosting them for internships finalized to research training and mentoring on the job;
* CONSIDERING that the Coordinator of the PhD in ……………….., prof. ……………. has expressed his/her interest to officialise the collaboration with …………….;

**AGREE AS FOLLOWS**

**ART. 1 – Purpose of the Agreement**

The Graduate School of …………………… of UNIVR wishes to stipulate an agreement for academic collaboration with (Institution/Company) ……….. for advanced research training as part of the PhD programme in ……………………. .

Specifically, this collaboration is formed with the aim of creating a track that, through the mobility and co-tutoring of the participating PhD students, will lead to the enhanced exchange of ideas and advancement of knowledge in the following fields of study:

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A more detailed description of the objectives of the collaboration can be found in Annex A, which forms an integral part of this Agreement.

The scientific supervisors from each Party, who shall ensure the collaboration is correctly implemented, are:

- For the University: Prof. ……………….., Full/Associate Professor in the academic disciplinary sector ………………………, Coordinator of the PhD programme in ………………..…. (or his/her delegate);

- For ……………………………………(Institution/Company)

The PhD programme in ………………..……….. is administratively based at UNIVR and is part of the Graduate School of ……………………. .

In compliance with ministerial requirements for the accreditation of the industrial/intersectorial PhD programme, this Agreement will be valid for a five-year period specifically covering the following cycles:

35th cycle – academic years 2019-2020, 2020-2021 and 2021-2022

36th cycle – academic years 2020-2021, 2021-2022 and 2022-2023

37th cycle – academic years 2021-2022, 2022-2023 and 2023-2024

Each cycle of the PhD programme in ………………. has a duration of three (3) academic years (plus an additional period of maximum 12 months for the thesis evaluation and discussion). The academic year starts on 1st October and concludes on 30th September of the following year. The PhD programme is governed by UNIVR’s Regulations for PhD studies and UNIVR’s Regulations for PhD schools and PhD programmes listed in preamble.

**ART. 2 – Admission to the PhD programme**

Admission to the PhD programme in ………………………………….is regulated by the Call for Applications issued by UNIVR in April each year in accordance with the procedures and regulations specified in the University of Verona’s PhD Regulations. The admission procedure involves a selection process intended to ascertain candidates’ knowledge and aptitude for academic research, and aims to ensure a suitable method of comparatively evaluating the candidates.

The Examination Panel for the entrance examination shall be comprised of three members of the Teaching Committee of the PhD Programme in ………………………………, and can be complemented by a representative of ……………………………….. (Institution/Company) who may participate in the Panel by videoconferencing if necessary. For those participating in the Examination Panel in person, travel expenses will be borne by the PhD programme in …………..…………. through the use of its own budget.

**ART. 3 – Granting of the PhD title**

The research doctorate qualification, abbreviated as “Dott.Ric.” or “PhD”, shall be conferred by the Rector after a positive/successful evaluation of a PhD thesis that contributes to the development of knowledge or methodology in its field.

At the end of the PhD cycle, the Teaching Committee shall comment on each PhD candidate’s suitability to be admitted to the final examination.

PhD candidates must defend their thesis by the end of the year following the conclusion of the PhD programme. The final examination is based on a discussion with the candidate about their final thesis, which will have been previously read and evaluated by external assessors and the Examination Panel.

In order to be awarded the PhD, candidates must submit their final thesis to the University Archive (IRIS), which will ensure it is kept on records and available for public consultation. It is the university’s responsibility to submit the thesis to the national libraries in Rome and Florence and the ministerial database, as required by law.

The thesis will be made public within 30 days after its defence, except if a suspension period is applicable to theses containing sensitive industry information and/or publication rights.

**ART. 4 – Obligations of the Parties**

For scientific collaboration purposes and to fulfil the objectives of this Agreement, ………...……….. *(Institution/Company)* will provide access to the advanced tools/instruments (in the form of time and resources) and technical/scientific assistance available on its own premises.

Specifically, during their time at ………………… *(Institution/company),* the PhD students in ……………….. will be able to make use of the services and scientific tools listed in detail in Annex B of this Agreement.

Laboratories and services where PhD students will spend their mobility are located in ………………..

The scientific tools and resources made available by the Parties must be used in complete respect of the agreements outlined in this document, conforming to the law and complying with workplace safety regulations.

PhD students will undertake a period of ….. months (min. 12 months) of study and research at ………………… *(Institution/company),* over the three years of the programme.

In addition, …………………(Institution/company) will contribute to train and supervise the PhD students hosted at its premises, even giving them suggestions useful for their future postdoctoral career.

During their time at ……………………………….. *(Institution/company)*, PhD students will work alongside a “company tutor”, who will supervise and direct the student’s activities. This role will be carried out in collaboration with the student’s academic tutor, nominated by the Teaching Committee of their PhD programme.

If necessary, for each PhD student undertaking a period of training at …………*(Institution/company)*, an Individual Training Plan will be drawn up, summarising the following information: name of company tutor, duration of stay at the host company, activities to be carried out and results obtained. An example of Individual Training Plan is provided in Annex C.

OPTIONAL *(please delete if not interested)*

To guarantee full participation in the research training activities promoted by the PhD programme in ………………, nr. …. members of the company/institution staff, belonging to the macro sectors congruent with the programme education objectives, can be included in the composition of the PhD Teaching Committee. For the 35° cycle, first cycle of activation of this Agreement, information concerning the personnel of ………………. *(Institution/company)* which will enter the Teaching Committee is reported in Annex D.

…………..….. *(Institution/company)* shall not enter any financial and/or legal relationship with the University of Verona and its personnel (PhD students, professors, technical staff) from the PhD programme in ………………..

The University will provide accident insurance and third party liability cover, applicable internationally, for its own personnel (PhD students, professors) who are designated by the PhD programme in ……………...…….. and are involved in education and research activities.

To contribute to the progress and development of the research training, the PhD programme in ……............, possibly also through the Graduate School to which it belongs, will cover expenses relating to the mobility of its PhD students and professors within the context of developing activities connected to performing doctoral research.

……............ *(Institution/company)* will contribute to the development of research activities by making available the use of tools and technical/scientific assistance, covering any mobility expenses of its own collaborators within the context of the research training that constitutes the subject of this Agreement.

The Parties agree to participate in the research activities foreseen by the PhD programme and the Graduate School, and to exchange useful data and information for the development of said research activities, including the research results. These will be published or presented by PhD students in their theses or in public meetings only by the mutual agreement of the Parties and as long as this does not prejudice any future property and economic rights pertaining to the research in any way.

**ART. 5 – Provisions concerning student health and safety**

The employer responsibilities under Italian Legislative Decree no. 81/2008 are assumed by Verona University towards the PhD students participating in the present agreement for the periods of their at its premises. Should a health check be necessary prior to carry out some specific doctoral activities, UNIVR will arrange the necessary medical visits in order to assess the eligibility of the student for the task assigned. The …………... *(Institution/company)* must guarantee the PhD students’ health and safety applying all the regulations in force on the matter when they carry out research activities at its premises.

In the event that, at the host institution, the PhD students are exposed to risks which do not exist at UNIVR, the …… *(Institution/company)* shall submit the PhD students to a health check to certify their eligibility.

Staff and students are required to comply with health and safety regulations in force at the facilities where their activity takes place, in addition to the instructions given by research and teaching staff of the host facilities and laboratories.

UNIVR is responsible for providing basic and specific training about health and safety that will be conducted in accordance with the risk assessment of the University of Verona itself. It is the responsibility of the *(Institution/company)* to provide training and information regarding the specific risks and preventive and protective measures to be taken in connection with specific tasks and activities, supervising and checking the work of those involved. These instructions should also cover the risks associated with the premises, emergency procedures and first aid, the names of persons trained for such eventualities, the provision of personal protective equipment (PPE) and any other information that may be useful to conduct activities safely.

**ART. 6 – Insurance cover**

Pursuant to Presidential Decree 1124/1965 and Ministerial Decree 10/10/1985 and subsequent amendments and additions, UNIVR provides doctoral students with insurance against accidents in the workplace, through INAIL. This insurance only covers accidents that occur during academic and technical experiments and practical work activities.

In the event of any accidents occurring during the activities of this Agreement, it is agreed that the Party at whose site the accident occurs will immediately report the accident according to the terms and conditions to be agreed upon by the offices concerned. (In the case of injury to the PhD student, this will be to the University where the student’s PhD programme is based).

The existence of insurance coverage does not affect the exercise of any action for liability, damages and compensation.

UNIVR guarantees insurance cover to all doctoral students for accidents that may occur during the course of the activities referred to in this Agreement, as well as civil liability or damage that may be unintentionally caused to third parties (persons and/or things) while conducting such activities. The insurance policies can be found on the [University's website.](https://www.univr.it/main?ent=catdoc&id=963&uo=61&lang=en)

**ART. 7 – Ownership of results**

The Parties agree to participate in the research activities foreseen by the PhD programme and the PhD School, and to exchange useful data and information for the development of said research activities, including the research results. These will be published or presented by PhD students in their thesis or in public meetings only by the mutual agreement of the Parties and as long as this does not in any way prejudice any future property and economic rights pertaining to the research.

With a separate deed, the Parties reserve the right to determine their respective percentage of ownership of any results arising from the activities conducted by the PhD students involved under this Agreement, ensuring, however, that the PhD students involved are identified as inventors.

The aforementioned research results shall be used and published only with the express consent of both Parties and with precise mention of the participation of both Parties. Any inventions created from the activities that constitute the subject of this Agreement shall be regulated by special deeds in accordance with current patent legislation. UNIVR undertakes to maintain confidentiality of the results obtained during student’s PhD research for the entire duration of the course, with the exception of results that are used or published by students in their thesis.

# ART. 9 – Resolution of disputes

The parties commit themselves to amicably solve any dispute arising under this Agreement and related to its validity, interpretation and execution. If the parties are unable to come to a resolution, the dispute arising from this Agreement or from differences in interpretation of this Agreement will be submitted to an arbitration board according to art. 806 et seq. of the Italian Code of Civil Procedure and it will comprise three (3) members. Each party will appoint one member and those two members will appoint an independent third member, who will act as chairman and will be selected preferably among legal experts. In case of disagreement between the parties, or in case a Party doesn’t appoint its member, the role of third member will be carried out by the President of the Court of Verona. The arbitral proceedings shall be ritual and based upon current regulations. The decision will be binding to all Parties.

The ritual arbitration will take place in Verona.

# ART. 10 – Language and duration of the Agreement

The present Agreement is written and duly signed in two (2) originals, both in English and both having the same legal validity. Each Party will receive one original duly signed by the Parties concerned in the programme.

This Agreement shall enter into force upon signature of all the Parties. It will remain in force for five (5) year until the end of the third and last cycle (35th cycle, i.e. 2021-2022 academic year). The act may be renewed and modified by agreement between the Parties. All changes and modifications must be in writing and authorised by the representatives of each Party. In the event that a Party wishes to withdraw from the Agreement before the end of term, it must give at least six (6) months’ notice in writing, unless the withdrawal is due to reasons of *force majeure*.

Public entities:

This Agreement is not subject to stamp duty pursuant to Art. 16, Attachment B, DPR no. 642 of 26th October 1972 and following additions and modifications; it is subject to registration only if used pursuant to Art. 1(b) of the Tariff - part two - attached to Presidential Decree no. 131 of 26th April 1986.

Private entities:

This Agreement is subject to stamp duty pursuant to Art. 16, Attachment B, DPR no. 642 of 26th October 1972 and following additions and modifications; it is subject to registration only if used pursuant to Art. 1(b) of the Tariff - part two - attached to Presidential Decree no. 131 of 26th April 1986. The cost of the stamp duties will be borne by ……………………………….

**ART. 11 – Annexes**

The following annexes are an integral part of this Agreement:

Annex A: Description of the research objectives of the present scientific cooperation

Annex B: Facilities and equipment made available by ………………………….(Institutution/company) for students enrolled in the PhD programme in ………………………….

Annex C: Example of Individual Training Plan

Annex D: Members of ……………………… part of the Teaching Committee of the PhD programme in …………………………. and their scientific publications (Optional)

|  |  |
| --- | --- |
| On behalf of  ……………  ……………………………….  ………………………  Date | On behalf of  Graduate School of ………………………, UNIVR  Director  Prof. XXXXXXXXX  Date |
|  | PhD Programme Coordinator  Prof. …………………… |

**Annex A – Description of the research objectives of the present scientific cooperation**

**Annex B - Facilities and equipment made available by …………………… (Institution/company) for students enrolled in the PhD programme in ………………………….**

**Graduate School of ……………….**

|  |  |
| --- | --- |
| Laboratories |  |
| Libraries |  |
| Databases |  |
| IT facilities |  |
| Other |  |

**……………….**

|  |  |
| --- | --- |
| Laboratories |  |
| Libraries |  |
| Databases |  |
| IT facilities |  |
| Other |  |

**Annex C – Example of Individual Training Plan**

PhD student:

Project title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company and academic supervisors: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place/s where the research will be carried out: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief presentation of the project, which underlines:

* Objectives
* Expected results
* Any other researcher involved in the project.

Other researchers involved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex D - Members of ……………………… part of the Teaching Committee of the PhD programme in …………………………. and their scientific publications**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name | Surname | Institution | Department | Position  (full/ associate professor) | Scientific Sector |
|  |  |  |  |  |  |

**(**In accordance with the constrains imposed by the Ministerial Decree 45/2013, members of ……………….. included in the composition of the PhD programme Teaching Committee are required to provide the following information :

* Bibliometric sector: please provide the number of products published over the last 5-year period (from 2014 to date) on scientific journals included in the international databases “Scopus” and “Web of Science”
* Non-Bibliometric sector: please provide the number of products published over the last 10-year period (from 2009 to date) on journals belonging to Class A

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| Author | Other Co-authors | Publication Year | Document Type | Title | Journal/Publisher/Congress name | ISSN/ISBN | DOI | Other data (Volume, issue, nr. Pag.) |
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