**AGREEMENT FOR THE CO-FINANCING OF SCHOLARSHIPS WITHIN THE FRAMEWORK OF MINISTERIAL DECREE N.352, 09/04/2022– 38th CYCLE - A.Y. 2022/2023**

BETWEEN

**Alma Mater Studiorum – Università di Bologna** (hereinafter referred to as “**the University**”) having its registered office in Via Zamboni, 33 - 40126 Bologna, Italy (F.C. n° 80007010376 – VAT n. 01131710376), via the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ headquartered in Bologna (Italy) at the following address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by its Head of Department Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly authorized to sign the present agreement (hereinafter “the Agreement”) by the resolution of the Department Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

AND

[name of the company] (hereinafter referred to as “Company”), having its registered office in [address, city, country], Tax Code [please provide the tax code], VAT number [please provide the VAT number], represented for the purposes of this agreement (“Agreement”) by Ms/Mr [name of the legal representative], email address [please provide the email address to which reference should be made for sending the contract and official communications] duly authorized to sign the present Agreement on behalf of the Company, hereinafter individually or collectively referred to also as the “Party” or the “Parties”,

WHEREAS

* The Ministerial Decree n. 352 of 09/04/2022 allocates, for the academic year 2022/2023, within the framework of the National Recovery and Resilience Plan (NRRP, or PNRR in Italian) Mission n.4, section 2 “Dalla Ricerca all'Impresa” – Investment 3.3 “Introduzione di dottorati innovativi che rispondono ai fabbisogni di innovazione delle imprese e promuovono l’assunzione dei ricercatori dalle imprese”, three-year PhD scholarships to attend innovative PhD Programmes validated according to the previous Ministerial Decree n. 45/2013 XXXVII cycle – Academic Year 2021/2022 and to be validated according to the Ministerial Decree n. 226/2021 XXXVIII cycle – Academic Year 2022/2023.
* The University “PhD Programmes Regulation” issued by Rector's Decree N. \_\_\_\_\_\_/2022 and following amendments;

PROVIDED THAT

* the University has set up the [3 or 4] years PhD Programme in [name of the PhD Programme] for the 38th Cycle - A.Y. 2022/2023,
* Art. 4 of the Italian Law 210/1998, as amended by Art. 19 of the Italian Law 240/2010, allows universities to cover the cost of financing PhD scholarships with by means of specific contracts with third parties;
* By means of the Letter of Commitment n. [registration number] of the [date of registration], the Company has undertaken to finance n. x scholarship(s) within the framework of the PhD Programme in [name of the PhD Programme] – 38th Cycle, A.Y. 2022/2023;
* The above Letter states that the Company is interested in carrying out and developing research activities in scientific areas covered by the aforementioned PhD Programme, with particular reference to the field of [research topic];

GIVEN THAT

* The Ministerial Decree n. 352/2022 states that the Italian Ministry of University and Research will contribute with 30,000.00 euros per each PhD scholarship and such amount is assigned to the University;
* The University must find the companies to partner with such innovative PhD Programmes, willing to co-fund each above-mentioned PhD scholarship, in order to match their own business research and innovation requirements.

IT IS AGREED AS FOLLOWS

**Art. 1 – Purpose**

The University undertakes to announce a competition for the awarding of n. x scholarship(s) belonging to the PhD Programme in [name of the PhD Programme] - 38th Cycle, A.Y. 2022/2023.

The above-mentioned scholarship(s) will be awarded following a public selection procedure governed by the provisions, requirements, arrangements and criteria laid down in the relevant regulations into force. The scholarship(s) will focus on carrying out research activities in the field of [research topic].

The University undertakes to promptly inform the Company about the outcome of the competition and to give notice of any waiver and/or exclusion from the Programme of the recipient of the scholarship.

The University will award the scholarship(s) to the applicant(s) who, based on the final ranking list, has/have been deemed suitable for the PhD position(s) at issue, within the time and in the manner provided for by current regulations.

**Art. 2 – Scholarship funding**

The PhD scholarship(s) related to the PhD Programme in [name of the PhD Programme], subject to this agreement, have an amount equal to [state the amount] euros.

The Company undertakes to pay the University, for each scholarship, the total amount of € [scholarship amount].

The PhD scholarship includes:

* yearly gross amount of the scholarship which includes the social security contributions to be paid by the scholarship holder;
* 50% increase of the scholarship for periods spent abroad for study and research purposes, up to 6 months~~;~~
* social security contributions (INPS contribution), corresponding to the 23,35% of the amounts mentioned in the two above entries of the present article (pursuant to Art. 1, par. 223, of the Law 234/2021);
* budget covering at least the 10% of the amount of the scholarship. Such an amount is aimed at financing research activities pertaining to the PhD Programme, carried out in Italy and abroad (pursuant to Art. 9, par. 4, of the Ministerial Decree 226/2021);

The Company also undertakes to guarantee, within 30 (thirty) days of receipt of the written request from the University (via certified email address):

* the payment of 6 additional months for periods spent abroad for study and research purposes if allowed by the Academic Board and further 6 months (thus a total amount of 18 months) in the event of "cotutelle" agreements with foreign Universities;
* the payment of any adjustments to the amount of the scholarship as a result of increases deliberated by the competent Ministry and/or any additional charges imposed by law and regulations, with effect from the date of application of the increase.

The sums referred to in this article shall be paid by the Company in compliance with the provisions laid down in Art. 3 below.

Should the position/s with scholarship not be awarded, the present Contract shall be considered dissolved and any amount previously paid shall be returned.

In case of withdrawal or exclusion of the scholarship holder from the PhD Programme, any amount previously paid and not used shall be returned.

**Art. 3 – Methods of payment**

The Company undertakes to pay the total amount of € [scholarship amount] in a lump sum within and no later than 30 (thirty) days from the signing of this Agreement and in any case no later than Aug 5th, 2022.

The payment of the amount set by the present Agreement shall be completed by bank transfer, using the following bank account: Department of \_\_\_\_\_\_\_\_\_\_\_Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Branch:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IBAN:\_\_\_\_\_\_\_\_\_\_\_\_\_- BIC/SWIFT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payment description "PhD Programme in [name of the PhD Programme]- 38th Cycle - scholarship co-financed by [name of the Company]". As soon as the payment is finalized, this must be promptly notified to the Department of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_@unibo.it).

**Art. 4 – Selection procedure**

With regard to the regulation concerning public selection procedures for admission to the PhD Programme, this Agreement makes specific reference to the national legislation into force and to the University PhD Programmes Regulation.

The Admission Board in charge of the comparative evaluation of the applicants may be joined by an external expert representing the Company, with the sole purpose to express an opinion on the suitability of the applicants competing for the scholarship(s) financed by means of the present Agreement.

Should this be the case, the costs to be covered for the external expert's participation in the selection process shall be borne by the Company; in any case, participation using telematic methods is allowed at all stages of the selection procedure.

The Company appoints as external expert taking part in the Admission Board during the selection process Ms/Mr [name and email address of the expert].

**Art. 5 – Conduct of activities**

The awarding of the scholarship covered by this Agreement does not give rise to employment relationships, with the University or the Company either, and does not give rise to rights regarding access to academic positions.

The recipient(s) of the scholarship(s) will be subject to the obligations and sanctions included in the University PhD Programmes Regulation and the University Regulation for disciplinary proceedings of students.

The University is committed to making PhD Programme resources (laboratories, offices, technical support, equipment) available to PhD candidate(s) and provides for educational activities aimed at improving their language and IT skills, managing their research path and knowledge of European and international research systems, enhancing their research results and intellectual property.

The recipient(s) of the scholarship(s) covered by the present Agreement shall carry out her/his(their) doctoral activities under the supervision of an academic supervisor appointed by the Academic Board of the PhD Programme. She/He/They may also be assigned a co-supervisor appointed by the Company.

The Company appoints as a co-supervisor Ms/Mr [name and email address of the expert].

The Company undertakes to host the PhD candidate(s) in its own premises during their period of research and study from a minimum of six (6) months to a maximum of eighteen (18) months and provides the PhD candidate(s) with qualified and specific facilities to carry out the research activities.

The activities carried out at the Company premises will be implemented to the extent permitted by the University PhD Programmes Regulation.

The PhD candidate(s) awarded of the scholarship(s) financed by means of the present Agreement is/are covered by the University's insurance against accidents that he/she/they may suffer during the performance of the doctoral activities, as well as by civil liability insurance for damages that he/she/they may involuntarily cause to third parties (persons and/or things) during the performance of the aforementioned activities.

The subject responsible for employer’s obligations, as provided for by the Legislative Decree 81/2008 and subsequent amendments and integrations, is the University. The PhD scholarship holder is required to comply with the regulations and safety provisions into force at the premises where the doctoral activities are carried out, pursuant to the Legislative Decree no. 81/2008 and subsequent amendments and integrations, in particular the obligations provided for in Art. 20 of the aforementioned Legislative Decree, as well as the indications provided by the heads of the host structure.

**Art. 6 – Ownership of results and confidentiality clause**

Each Party shall retain ownership of its background and of any intellectual property rights (IP rights) related to such background and nothing in this agreement shall be deemed to imply assignment or transfer, directly or indirectly, of said intellectual property rights relative to a Party’s background.

Both Parties undertake to encourage the protection and research result enhancement, ensuring them to be accessible to the public (e.g. publications of the original results of the scientific research, raw data and metadata, sources, graphic digital representations and images and multimedia scientific material) as soon as possible and with the lowest number of possible restrictions, according to the Open science and FAIR Data principles not compromising IP rights described in the following paragraphs.

Any intellectual property right related to the results generated by the PhD candidate under the doctoral research project (“Joint Foreground”) shall belong to the Parties jointly, in equal shares, without prejudice to the moral rights of author and inventor. The Company will, in any case, have an option right to transfer, through assignment or exclusive license, the share of the IP Rights owned by the University on the Joint Foreground. The Company is required to exercise the option referred to in this article, specifying the choice between assignment or exclusive license, with communication to be sent by registered letter with acknowledgement of receipt or certified e-mail addressed to the University, within 120 (one hundred and twenty) days of the University's communication notifying the achievement of the research Joint Foreground. Should the Company exercise this option under the above terms, the Parties shall negotiate a separate agreement governing the transfer by assignment or exclusive license and its economic conditions, on the understanding that the University will in any case retain the right to use the results subject to IP Rights internally for its institutional research and teaching purposes.

Should the Company fail to exercise this option under the above terms, the Parties will negotiate in good faith, in a separate agreement, the strategies for the protection and enhancement of the Joint Foreground results, except only for the possibility for the Parties of individual internal use for non-commercial research purposes.

Except for the cases provided for by Law or in compliance with obligations resulting from administrative or judicial procedures or from this Agreement, the Parties - including their employees, collaborators, and PhD students - undertake to keep strictly confidential the data and information received from the other Party in the context of the activities covered by this Agreement.

**Art. 7 – Publications**

The University, also through the PhD candidate, shall reserve the right to publish or present, fully or partially, the results achieved under this Agreement. To that purpose, the prior confidential transmission to the Company of the draft of the publication and/or presentation is required. The transmission of the draft to the Company must be carried out at least 30 (thirty) days before the draft is sent to a third party.

Within 15 (fifteen) days after receipt of said notice, the Company shall be entitled to request not to disclose to third parties confidential information included in the draft of the publication/presentation.

Should the Company fail to reply to the above notification according to the terms indicated in the previous paragraph, the University, also through the PhD candidate, shall be authorized to send the publication/presentation to a third party, without further notice.

**Art. 8 – Duration of the Agreement**

This Agreement shall enter into force on the day of the signature of both Parties and shall last till the conclusion of the PhD candidate career, except in the cases of waiver or exclusion provided for in the University's PhD Programmes Regulation and in the Regulation for disciplinary proceedings for students.

**Art. 9 - Processing of personal data**

The Parties hereby declare that they are informed about the processing of their personal data by their respective structures and personnel responsible for this, including with the support of electronic tools, in order to fulfil all legal obligations and/or those in any case functional to implement this Agreement, in the manner and within the limits necessary to pursue its aims, including in the case of communication to third parties, where required for the implementation of the Agreement or by existing regulatory provisions.

By signing this Agreement, the Parties, in relation to the processing of personal data carried out to implement this Agreement, mutually acknowledge that they have read and understood, pursuant to art. 13 of Regulation (EU) 2016/679 (General Data Protection Regulation), all the information referring to the interested parties. The privacy policy of Alma Mater Studiorum - University of Bologna is published at https://www.unibo.it/privacy. The policy of the Company [name of the Company] can be found on the web page \_\_\_\_\_\_\_\_\_\_\_\_\_\_ / attached.

In relation to the processing activities necessary to implement this Agreement, the Parties agree to configure themselves as independent data controllers, each for the assigned activities, if no changes will take place in a subsequent written Agreement between the Parties.

The Parties mutually undertake, in all cases, to operate in full compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 (General Data Protection Regulation), with Italian Legislative Decree n. 196 of 30th June 2003, as amended (and subsequent amendments, see Italian Data Protection Code).

**Art. 10 – Settlement of disputes**

The Parties agree to settle amicably any dispute that may arise from the interpretation or implementation of this Agreement. In the event that the Parties do not reach an amicable agreement to settle the dispute, the competent court in Bologna shall have exclusive and binding jurisdiction to settle any dispute relating to the interpretation, implementation and/or validity of this Agreement.

**Art. 11 – Registration and costs**

The present Agreement will be registered in public registers only in the event of use, pursuant to Art. 5 of the Presidential Decree (D.P.R.) 26.4.1986, n. 131 and Art. 4 “Fee”, Second Part attached to the above Presidential Decree. All related expenses shall be borne by the Party requesting registration.

Duty stamp, amounting to € [16,00 € every 4 sides, including attachments, for each copy] shall be borne by the University. The payment shall be processed electronically, as authorized by the Revenue Agency (Agenzia delle Entrate): authorization n. 140328 of the 13th December 2018.

***Please choose one of the following options:***

**Handwritten signature**

|  |  |
| --- | --- |
| Date………………….  For the University  Head of Department  (name) | Date………………….  For the Company  The Legal Representative  (Ms/Mr. [name of the legal representative]) |

**Digital signature:**

|  |  |
| --- | --- |
| For the University  Head of Department  (name) | For the Company  The Legal Representative  (Ms/Mr. [please provide the name of the legal representative]) |

Document signed with digital signature pursuant to Legislative Decree n. 82 of March 7th, 2005 and the D.P.C.M. of February 22nd, 2013 and subsequent amendments and integrations.

The signing date coincides with the date of the last digital signature.

**ATTACHMENT 1 – RESEARCH PROJECT**