



Regione Toscana



## UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO

FORM

# CONTRACT FOR THE ESTABLISHMENT OF AN EXECUTIVE Ph.D. COURSE

**FORM**  
**CONTRACT FOR THE ESTABLISHMENT OF AN EXECUTIVE Ph.D COURSE**

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**IN .....- CYCLE**

**BETWEEN**

..... (name of the company) Tax Code / VAT number ..... with registered office at ..... (hereinafter referred to as the "COMPANY") represented by ..... as .....

**AND**

the University ....., Tax Code / VAT number .....with registered office in ..... (hereinafter referred to as the "UNIVERSITY") represented by the current Rector ....., born in ..... on ....., for his office domiciled at the UNIVERSITY individually referred to as the "PARTY" and jointly as the "PARTIES".

**WHEREAS**

a) Article 3(2)(d) of MUR Decree no. 226 of 2021, "Regulations laying down the modalities for the accreditation of PhD schools and courses and criteria for the establishment of PhD courses by accredited bodies", allows universities to request the accreditation of PhD courses in agreement with companies, including foreign companies, that carry out qualified research and development activities;

b) Article 10 of MUR decree no. 226 of 2021 provides universities with the possibility to activate executive PhD courses allocating a share of the available positions to employees of the affiliated companies engaged in highly qualified activities, admitted to the PhD following the passing of the relevant call for applications;

c) the UNIVERSITY establishes (or plans to establish) the PhD Course in ..... (hereinafter the "COURSE"), with a duration of 3 years and administrative headquarters at the Department of .....

d) the COMPANY, which has declared that it is not in a state of liquidation or bankruptcy and has not applied for other insolvency proceedings, that it has no legal representatives, directors and shareholders for whom there are no grounds for prohibition, disqualification or suspension as provided for by Legislative Decree 159/2011 (Anti-Mafia Laws Code), is interested in carrying out and developing research activities in the disciplinary fields for which the COURSE has been established;

e) by the note of ..... (Annex A), received by the UNIVERSITY on ....., the COMPANY has expressed its willingness to establish and support an executive curriculum (hereinafter referred to as the "EXECUTIVE CURRICULUM") at the UNIVERSITY within the framework of the COURSE for ..... cycles for a maximum number of ..... places in each cycle, reserved for employees engaged in highly qualified activities;

f) the UNIVERSITY has approved the signing of this contract (hereinafter referred to as the "CONTRACT") at the meeting of the Board of Directors of ..... (or the Director will present this contract for ratification by the Board of Directors at its next meeting - REFERENCE TO THE UNIVERSITY'S APPROVAL MEASURES).

## **THE PARTIES AGREE AND STIPULATE AS FOLLOWS**

### **Article 1 Recitals and Annexes**

1.1. The recitals and annexes to the CONTRACT form an integral and substantial part thereof and shall be binding in its interpretation and implementation.

### **Art. 2 Definitions**

2.1. Terms used in capital letters in the CONTRACT shall have the meaning specified by the CONTRACT.

2.2. "EXECUTIVE PHD STUDENT" means the COMPANY's employee admitted to the COURSE and enrolled as an EXECUTIVE PHD STUDENT without a scholarship.

2.4. "BACKGROUND" means all the knowledge, information, as well as any tangible and intangible asset, protected and not, pursuant to national, community and international laws on intellectual and industrial property, owned or co-owned by a PARTY before the enrolment of the EXECUTIVE PHD STUDENT in the COURSE made available for the performance of the COURSE. The list of the mutual BACKGROUND shall be provided in the technical annexe (Annex B) prior to the signature of the CONTRACT.

2.5. "CURRICULUM RESULTS" means all the knowledge, information, as well as any tangible and intangible asset, protected and not protected under national, EU and international intellectual and industrial property laws, created or otherwise achieved by the EXECUTIVE PHD STUDENT during the EXECUTIVE CURRICULUM and by reason thereof.

2.6. "SIDEGROUND" means all knowledge, information, as well as any tangible and intangible asset that is protectable under national, EU and international intellectual and industrial property laws, created or otherwise achieved by a PARTY during the COURSE, but not in the execution of the EXECUTIVE CURRICULUM, even if it is in the same technical or scientific field of the subject matter of the EXECUTIVE CURRICULUM. By way of example only, the SIDEGROUND may include intangible assets dependent on or derived from the CURRICULUM RESULTS.

2.7. "CONFIDENTIAL INFORMATION" means any information, even if including general public domain elements, qualified as "confidential" according to the following paragraph, which a PARTY

provides in tangible or intangible form to the other PARTY in the framework of the CONTRACT or to the EXECUTIVE PHD STUDENT within the COURSE, including but not limited to: deeds, documents, drawings, product samples, data, analyses, reports, studies, graphical representations, elaborations, evaluations, technology or productive process assessments, models, tables including also the CURRICULUM RESULTS.

The CONFIDENTIAL INFORMATION transmitted from one PARTY to the other in intangible form, the receipt of which shall be confirmed in writing by the receiving PARTY, shall be expressly identified as such by a stamp/watermark/indication bearing the wording 'Confidential'. CONFIDENTIAL INFORMATION transmitted in tangible form shall be identified either by the express mention of its secrecy or by written notice to the receiving PARTY to be provided by the disclosing PARTY within thirty (30) days after transmission in intangible form.

CONFIDENTIAL INFORMATION does not include information for which it can be proved that:

- the information was in the public domain at the time of transmission or subsequently fell in the public domain without breaching this CONTRACT;
- the information was available to the recipient PARTY before the closing of the CONTRACT or is later developed independently by the recipient PARTY or disclosed to it by third parties who [apparently] have the right to do so;
- a statute, court decision or administrative act compels to disclose provided that the PARTY involved notifies the other PARTY before the disclosure so that the PARTIES consult each other and agree on the timing and content of any disclosure limited to the requirements of the relevant law, court decision or administrative act.

### **Art. 3 Subject matter of the CONTRACT**

3.1. Considering the COMPANY's commitment in Annex A, the PARTIES agree to enter into the CONTRACT for the creation of the EXECUTIVE CURRICULUM within the COURSE.

3.2. The EXECUTIVE CURRICULUM is addressed to the employees of the COMPANY who have obtained a degree in accordance with the regulations in force prior to Ministerial Decree no. 509 of 3.11.1999 or a specialised degree in accordance with Ministerial Decree no. 509 of 3.11.1999 or a master's degree in accordance with Ministerial Decree no. 270 of 22.10.2004 or a similar academic degree obtained in accordance with Ministerial Decree no. 270 or equivalent academic qualification obtained abroad (Master of Science/Art) that in the awarding country gives access to PhD courses comparable in duration and content to the Italian qualification and who are motivated to further develop their education and training in multidisciplinary research by attending the COURSE.

3.3. The duration of the EXECUTIVE CURRICULUM coincides with the official duration of the COURSE, i.e. three academic years. The PARTIES agree to reserve for the EXECUTIVE CURRICULUM ..... places in each cycle.

#### **Art. 4 Access to the EXECUTIVE COURSE**

4.1. The EXECUTIVE PHD STUDENT is admitted to the EXECUTIVE CURRICULUM after winning the COURSE call for applications. Being eligible, the EXECUTIVE PHD STUDENT is enrolled in the COURSE as a student without a scholarship while maintaining their position as an employee of the COMPANY with the corresponding salary.

4.2. For the rules governing the call for applications, the running of the COURSE and the obligations to which those enrolled in the COURSE are subject, express reference is made to the relevant laws in force, in particular Law no. 240/10 and subsequent amendments, Ministerial Decree MUR 14/12/2021 no. 226, the regulations on PhD courses and intellectual property of the UNIVERSITY and the public notice of the COURSE call for applications.

#### **Article 5 UNIVERSITY commitments and scientific collaboration**

5.1. Every year, the UNIVERSITY shall issue the public call for applications for admission to the COURSE, indicating the number of places activated for the EXECUTIVE CURRICULUM, as agreed upon with the COMPANY.

5.2. Applicants who are employees of the COMPANY compete in the same selection as ordinary applicants and are evaluated by the same Committee. At the end of the selection, a specific ranking for the EXECUTIVE CURRICULUM is drawn up. The successful candidates are admitted to the COURSE and enrolled according to the ordinary procedures with the qualification of EXECUTIVE PHD STUDENT.

5.3. The UNIVERSITY shall retain responsibility for the training of the EXECUTIVE PHD STUDENT, it being understood that the training activity of the EXECUTIVE CURRICULUM shall be agreed upon between the PARTIES. The UNIVERSITY shall appoint, by resolution of the COURSE'S Academic Board, a supervisor for each EXECUTIVE PHD STUDENT, who shall continuously monitor their training and research activities and ensure their compliance with the individual training plan of the EXECUTIVE PHD STUDENT (see Annex C) also through periodic meetings.

5.4. At the end of each year of the COURSE, the activity of the EXECUTIVE PHD STUDENT shall be evaluated as provided for by the UNIVERSITY's regulations on doctoral research, and the Academic Board shall decide on their admission to the following year.

5.5. In case of non-admission to the following year, exclusion, or withdrawal of the EXECUTIVE PHD STUDENT, the UNIVERSITY shall promptly notify the COMPANY.

5.6. To the EXECUTIVE PHD STUDENT who has passed the final examination carried out in accordance with the law and the UNIVERSITY's regulations on PhD courses, the UNIVERSITY shall award the title of PhD in ..... The PARTIES shall agree on the composition of the Committee for the final assessment of the EXECUTIVE PHD STUDENT.

#### **Art. 6 Undertaking's Commitments**

6.1. In addition to the university supervisor, the COMPANY provides one of its employees as a co-supervisor of each EXECUTIVE PHD STUDENT who collaborates in the management and control of the related training and research activities. The co-supervisor may be invited to participate, without voting rights, in the COURSE Academic Board meetings to examine the development of the EXECUTIVE PHD STUDENT's ongoing research.

6.2. The COMPANY shall permit the EXECUTIVE PHD STUDENT to attend the activities envisaged in the Individual Training Plan (see Annex C) and shall ensure the availability of the resources and facilities needed to carry out the part of the training and research activities envisaged at its premises without any cost for the UNIVERSITY.

6.3. As a funding contribution to the costs incurred by the UNIVERSITY for the organisation and management of the training and research activities of the COURSE, the COMPANY undertakes to reimburse the UNIVERSITY the amount of Euro ..... for each industrial doctorate place activated. The amount shall be paid in three annual instalments in advance of equal amount, equal to Euro ..... each, the first within 30 days from the signing of the CONTRACT and the subsequent ones by 30 September of the subsequent years. If the EXECUTIVE PHD STUDENT is not admitted to subsequent COURSE years or withdraws from the COURSE, the outstanding and unpaid instalments shall not be due.

6.4. The COMPANY shall also bear for each EXECUTIVE PHD STUDENT all expenses related to training and research activities, including the research budget of Euro 1,624.3 per year as per Article 9, paragraph 4 of MUR Decree no. 226 of 2021, travel expenses for attending events and study periods that require travel outside the doctoral candidate's place of work, as well as the payment of the annual fees due for enrolment and yearly attendance of the COURSE.

#### **Art. 7 Rights and duties of the EXECUTIVE PHD STUDENT**

7.1. The EXECUTIVE PHD STUDENT shall draft and provide the COMPANY with the documents relating to the progress of their doctoral research envisaged in the individual training plan specifically drawn up by the Teachers' Board in consultation with the university supervisor and the company co-

supervisor (see Annex C). In addition, the EXECUTIVE PHD STUDENT undertakes to prepare a final report for the COMPANY describing all the research carried out and the CURRICULUM RESULTS.

7.2. The PARTIES undertake to have the EXECUTIVE PHD STUDENT, under their responsibility, sign the following commitments

- not to reproduce and use for purposes other than the performance of the EXECUTIVE CURRICULUM the CONFIDENTIAL INFORMATION that will be provided, disclosed or acquired during the COURSE;
- to recognise, in the context of the doctoral thesis in which the CURRICULUM RESULTS are disclosed or cited, the ownership of the same by their legitimate owners and the related moral rights of the author/authors;
- not to publish the CURRICULUM RESULTS without the prior consent of the supervisor and co-supervisor;
- the express acceptance of the application to them of the clauses contained in the CONTRACT and the University Regulations on Inventions with specific regard to industrial property (see ANNEX D - Declaration of commitments of the EXECUTIVE PHD STUDENT).

#### **Art. 8 Intellectual Property and Ownership of the CURRICULUM RESULTS**

8.1. The PARTIES cannot use any name, trademark, or other distinctive sign of the other PARTY for advertising purposes or any other marketing activity, except with its prior written consent. Nevertheless, the PARTIES mutually acknowledge each other's freedom to disclose the establishment of the EXECUTIVE CURRICULUM publicly.

8.2. The BACKGROUND of a PARTY is and shall remain the property of the PARTY. The CONTRACT and its performance shall not imply any assignment or license for commercial exploitation of any intellectual property rights for the other PARTY's BACKGROUND.

8.3. Notwithstanding paragraph 8.2. hereof, each PARTY hereby grants to the other PARTY, for the duration of the CONTRACT, a free, non-exclusive, worldwide, non-revocable and non-transferable licence to use the BACKGROUND insofar as such use is necessary for the performance of the EXECUTIVE CURRICULUM and expressly forbids to sublicense or transfer in any way such right to any third party. Whether the use of a PARTY's BACKGROUND is necessary for the commercial exploitation of the other PARTY's CURRICULUM RESULTS, the PARTIES undertake to negotiate a written licence on fair, reasonable and non-discriminatory terms which shall not be unreasonably withheld.

8.4. The SIDEGROUND, if any, shall belong to the PARTY that generated it. If the SIDEGROUND results from the substantial and inseparable contribution of both PARTIES, as evidenced by the presence

among the inventors of personnel belonging in various capacities to both PARTIES, the ownership of the SIDEGROUND shall be joint between the PARTIES in proportion to the individual inventive contribution. In case of such a joint SIDEGROUND, the PARTIES undertake to establish in a separate and specific written agreement the ownership shares, the terms for exercising the relevant intellectual property rights and the consequent exploitation rights, agreeing on the way the joint ownership shall be exercised. The COMPANY shall have the right of pre-emption for the purchase and/or for the non-exclusive/exclusive (OPTION UP TO THE PARTIES) license to use the UNIVERSITY'S SIDEGROUND, on equal terms with those offered to third parties by means of public tenders. The COMPANY may exercise such pre-emption right within ..... days from the written communication by the UNIVERSITY of the third party's proposal and offered conditions.

### **OPTIONS ON THE OWNERSHIP OF THE CURRICULUM RESULTS**

#### **OPTION A) Exclusive ownership by the UNIVERSITY and option right of the COMPANY**

8.5. In case of achievement of CURRICULUM RESULTS, in compliance with the EXECUTIVE PHD STUDENT's employment contract and without prejudice to their inalienable moral right of authorship, the ownership thereof shall be that of the UNIVERSITY, which may proceed with the filing or registration of industrial property rights on them in its name and at its own expense, acquiring exclusive ownership thereof and nothing being due to the COMPANY.

8.6. It is understood that the COMPANY shall be adequately informed of the CURRICULUM RESULTS within 30 days of their achievement and may express, within 45 days of the communication by the UNIVERSITY, its interest in the acquisition of patrimonial rights over them. In the case of its timely interest, the COMPANY may exercise an option right to acquire for consideration the UNIVERSITY's property rights in the CURRICULUM RESULTS under the following conditions:

- a. the COMPANY shall have the right to write the intellectual property application, with the support of the EXECUTIVE PHD STUDENT and any other inventors belonging to the UNIVERSITY;
- b. the UNIVERSITY shall be the exclusive owner of the intellectual property right and shall designate the EXECUTIVE PHD STUDENT and the other possible inventors as inventors
- c. the UNIVERSITY shall, within three months from the filing of the priority application, start the procedures for the assignment of its ownership to the COMPANY;
- d. the COMPANY will bear all filing costs and any subsequent charges related to the intellectual property right prosecution, extension and maintenance;

e. the COMPANY will pay the UNIVERSITY a market price for each intellectual property right transferred.

8.7. In the event of disagreement on the consideration, it shall be determined by an arbitrator appointed by the PARTIES by mutual agreement or, in default, by the President of the Court of ..... The arbitrator shall decide the consideration based on the actual economic market value of the patent to be transferred. Beyond said amounts, nothing shall be owed to the UNIVERSITY and the inventors by the COMPANY for the CURRICULUM RESULTS in which the COMPANY has expressed an interest.

**OPTION B) Joint deposit and exclusive licence or assignment to the COMPANY within 18 months**

8.5. In compliance with the EXECUTIVE PHD STUDENT's employment contract, in the case of CURRICULUM RESULTS, it is understood that the PARTIES shall promptly, and in any case within 30 days of their achievement, give each other adequate notice thereof and shall express to the other PARTY by written communication their interest in the protection thereof. The PARTY expressing its interest in obtaining the industrial property right shall reply in writing within ..... (recommended 60) days from the communication of the CURRICULUM RESULTS and shall cooperate with the requesting PARTY in the drafting and filing of the application. The ownership of the exclusive right shall be joint; the PARTIES shall defer to a subsequent agreement the definition of their ownership shares as well as of the management aspects regarding the maintenance and extension of the industrial property. [OR: The ownership of the industrial property shall be jointly held in the proportion of 50% to the COMPANY and the other 50% to the UNIVERSITY]. Whether a PARTY does not follow up on the communication of the CURRICULUM RESULTS within the agreed term or expresses its disinterest in obtaining an industrial property right, the other PARTY may proceed with its filing in its exclusive name.

8.6. Concurrently with the joint filing of the intellectual property rights for the CURRICULUM RESULTS, the UNIVERSITY shall grant the COMPANY an exclusive licence (either with term or without term), for consideration, non-transferable and with/without (condition at the T\*TO's choice) the right to sub-licence its ownership share, by a separate deed to be signed after the joint filing and in any case no later than ..... days from it. In consideration of the exclusive licence, the COMPANY shall bear all filing or registration costs of the intellectual property rights as well as all subsequent charges related to their maintenance and possible extension.

**OR**

8.6. The UNIVERSITY undertakes as of now to assign to the COMPANY its share of ownership over the CURRICULUM RESULTS, including the related priority rights, in exchange for the payment of an invention fee of € ..... for each intellectual property right filed or registered. In turn, the

COMPANY, who shall bear all the costs of filing, registering, and maintaining the rights on the CURRICULUM RESULTS, undertakes to purchase from the UNIVERSITY the aforesaid share of the CURRICULUM RESULTS and also promises and undertakes to pay the invention fee as agreed upon above at the time of the relevant contract. The deed of assignment shall be stipulated within 18 months from the first filing or registration of intellectual property rights to the CURRICULUM RESULTS at the simple request of either PARTY and shall be transcribed after the publication of the industrial property rights in the registers of the relevant Intellectual Property Offices where the deposit took place at the COMPANY's expense. A penalty of €..... shall be imposed on the PARTY in default of the promise of transfer. The invention fee of € ..... shall also be paid if the COMPANY decides not to activate patent protection on the CURRICULUM RESULTS, opting for their protection by trade secrets.

#### **OPTION C) COMPANY's exclusive ownership of the CURRICULUM RESULTS**

8.5. Due to the Research Development Plan (Annex D), the fact that the EXECUTIVE PHD STUDENT is active on the premises of the COMPANY and is part of its research group, and that the COMPANY covers all the costs of the research carried out, in compliance with the EXECUTIVE PHD STUDENT's employment contract, the exclusive ownership of all property rights over the CURRICULUM RESULTS shall be held by the COMPANY, which shall pay the UNIVERSITY a total extraordinary indemnity of € ..... Moreover, for the filing of an application for an international patent or utility model or an application for the international extension of a priority application/priority already filed at the national level, the COMPANY shall grant the UNIVERSITY a further total indemnity/total award equal to €..... Finally, for the granting of each patent or utility model deriving from the same priority/priority application, the COMPANY shall pay the UNIVERSITY an additional total indemnity/prize equal to €.....

#### **TO BE INSERTED BELOW THE CHOSEN OPTION CONTINUING THE NUMBERING**

8.X. It is understood that the UNIVERSITY shall enjoy the right of free and perpetual use of CURRICULUM RESULTS for scientific and educational purposes as well as any further use agreed upon with the COMPANY, subject to the limits of the existing confidentiality obligations and provided that the use does not jeopardise the relevant industrial property rights.

8.X. If the COMPANY subsequently decides not to maintain the industrial property right, it shall promptly inform the UNIVERSITY, which shall have the right to acquire the COMPANY's ownership share, free of charge.

#### **Art. 9. Confidentiality obligations**

9.1. The PARTIES undertake to maintain the confidentiality of all CONFIDENTIAL INFORMATION exchanged, received, or obtained in the framework of the activities related to the EXECUTIVE CURRICULUM, taking all measures they respectively take to treat and protect their CONFIDENTIAL INFORMATION of the same nature and limiting its diffusion within their organisation only to those persons whose tasks justify the knowledge thereof. The confidentiality obligations in the CONTRACT shall survive for 3 (three) years [assess the adequacy of the term] from the CONTRACT's termination date.

9.2. If the EXECUTIVE PHD STUDENT withdraws from the PhD, the PARTIES shall require the EXECUTIVE PHD STUDENT to return any CONFIDENTIAL INFORMATION provided in tangible form, owned by the COMPANY or the UNIVERSITY, that the EXECUTIVE PHD STUDENT has used during the EXECUTIVE CURRICULUM, obliging them to maintain the confidentiality of the same CONFIDENTIAL INFORMATION for at least 3 (three) years from the date of the withdrawal.

#### **Art. 10 Publications and discussion of the doctoral thesis**

10.1. Each PARTY shall not publish, or present CURRICULUM RESULTS or information derived from the EXECUTIVE CURRICULUM without the prior written consent of the other PARTY, which shall not be unreasonably or unreasonably withheld. A PARTY intending to make a publication or disclosure shall solicit by written request attached to a copy of the relevant documents the other PARTY's consent at least 30 days prior to the date scheduled for publication or disclosure. Within 30 days after receipt of the content to be published, the receiving PARTY shall respond in writing verifying that the relevant documents comply with applicable data protection laws, do not contain any CONFIDENTIAL INFORMATION belonging to it or otherwise affect the legal protection of its BACKGROUND, SIDEGROUND or CURRICULUM RESULTS. After the expiry of the 30 days for replying, authorisation shall be deemed to have been granted. If the document contains CONFIDENTIAL INFORMATION, the authorisation may require its omission, modification, and replacement with the words "[omissis]".

10.2. If one PARTY's request for publication affects the filing of patent applications or the registration of other industrial property rights in the BACKGROUND, SIDEGROUND or CURRICULUM RESULTS of the other PARTY, the PARTIES hereby agree to postpone publication until ninety (90) days after receipt of the results of the verification of the substantive requirements for obtaining any titled industrial property rights.

10.3. The PARTY that intends to publish or present CURRICULUM RESULTS or information deriving from the COURSE obtained separately and under its exclusive ownership shall give prior notice thereof to the other PARTY for information purposes only. However, no prior authorisation or communication

is required for the publication of research whose content is already in the public domain, including applications for industrial property rights already published.

10.4. The PARTIES undertake to specify in the publications, reports and documents made public that the CURRICULUM RESULTS arose from the collaboration between the COMPANY and the UNIVERSITY.

10.5. The COMPANY may request the secrecy of the EXECUTIVE PHD STUDENT's thesis to protect its industrial property rights, allowing only the members of the Assessment Committee to attend the defence of the thesis. In this case, the members of the Assessment Committee shall sign a confidentiality agreement with the COMPANY regarding the subject of the thesis, specifying the duration of secrecy up to a maximum of eighteen months. [OR In this case, at the time of the thesis discussion, the right of priority over the industrial property rights of the COMPANY shall already have been secured].

10.6. The secrecy of the thesis may be requested by the EXECUTIVE PHD STUDENT, with the favourable opinion of the supervisor and co-supervisor, for a maximum duration of twelve months if the thesis has been submitted to a publisher and is awaiting publication or if the COMPANY has rights on the thesis or its publication.

10.7. The request for secrecy by the COMPANY or EXECUTIVE PHD STUDENT shall entail an embargo on the thesis, which shall not be consultable by third parties for twelve (12) months, renewable, by reasoned request, by a further six (6) months. Any additional exceptions to this period may be assessed and possibly granted, in exceptional and duly justified cases, by the competent bodies, for a maximum period of 3 years from the date of discussion of the thesis.

#### **Art. 11 Safety and employers' liability**

11.1. The PARTY hosting the EXECUTIVE PHD STUDENT shall bear the employer's obligations provided by Legislative Decree no. 81/2008 and subsequent amendments and integrations. The EXECUTIVE PHD STUDENT shall comply with the safety regulations and provisions in force at the premises where the EXECUTIVE COURSE activities are carried out, observing the provisions of Legislative Decree no. 81/2008 and subsequent amendments and integrations, in particular the obligations of Article 20 of the aforesaid decree, as well as the instructions provided by the Managers of the host facilities.

11.2. Each PARTY declares that it has taken out the following insurance coverage for accidents and civil liability:

- For the UNIVERSITY.....

- For the COMPANY.....

11.3. In case of an accident and/or damage to third parties during the performance of the activity foreseen in the CONTRACT, the PARTIES undertake to promptly report the event so that the insurance procedures can be started within the terms provided by law, at the competent institutes (accident/damage report).

#### **Art. 12 Duration**

12.1. The CONTRACT shall be effective from the date of the last digital signature and shall remain in force until the completion of the COURSE cycle..... in which the EXECUTIVE PHD STUDENT is enrolled, including the time necessary for the discussion of the doctoral thesis and the recovery of any justified periods of suspension/freezing of the COURSE.

#### **Art. 13 Data Processing**

13.1. The data provided by the PARTIES will be processed according to the purpose of the CONTRACT, in compliance with the principles of lawfulness, fairness and transparency, data minimization, accuracy and necessity referred to in Art. 5, paragraph 1 of the General Data Protection Regulation (GDPR). The provision of such data between the PARTIES is compulsory to fulfil all the CONTRACT obligations in any case connected to the execution of the relationship established with this deed.

13.2. The data provided by the PARTIES will be collected and processed, manually, on paper and digitally, through their inclusion in paper and/or computer files and may be communicated only within the structure of the COMPANY and UNIVERSITY for the management of the relationship established by this deed.

13.3. The UNIVERSITY's privacy policy on the protection of personal data of economic operators related to the CONTRACT is available at the following link .....

13.4. The COMPANY's privacy policy on the protection of personal data of economic operators related to the CONTRACT is available at the following link ..... /OR is attached to the CONTRACT.

13.5. By signing this deed, the PARTIES express their consent to the processing and communication of their personal data in the manner and purposes described above. The data controllers are the UNIVERSITY and the COMPANY, and data protection representatives are the ..... for the UNIVERSITY and ..... for the COMPANY. (OPTIONAL) According to Art. .... of the UNIVERSITY privacy policy, the UNIVERSITY may use the data of this deed in anonymous form for statistical analysis on the progress of research activities.

#### **Art. 14 Applicable Law and submission clause**

##### **OPTION A: Court Resolution**

14.1. Italian law applies to the CONTRACT.

14.2. Any and all disputes relating to the formation, validity, binding effect, interpretation, performance, breach or termination of the CONTRACT, if not amicably settled, shall fall under the exclusive competence of the Court of ..... (If the collaboration is with another public body, the Regional Administrative Tribunal has exclusive competence).

#### **OPTION B: Arbitration**

14.1. Italian law applies to the CONTRACT.

14.2. Any and all disputes relating to the formation, validity, binding effect, interpretation, performance, breach or termination of the CONTRACT, if not amicably settled, shall be submitted to an arbitrator appointed by mutual agreement or, failing that, by the President of the Tribunal of .....

#### **OPTION C: Preliminary mediation**

14.1. Italian law applies to the CONTRACT.

14.2. Any dispute, controversy or claim arising out of or relating to the CONTRACT and any subsequent modification thereof, including without limitation its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be subject to a preliminary mediation attempt under the rules of the Mediation Body ..... The place of mediation is ..... The language of the mediation is .....

14.3. If the disputes are not resolved within [60][90] days from the commencement of mediation or if the mediation attempt fails, the disputes shall be submitted to the Court of ..... which shall have exclusive jurisdiction [or such disputes shall be submitted to and finally determined by an arbitrator appointed by mutual agreement or, failing that, by the President of the Court of .....].

#### **Art. 15 Registration and contractual expenses**

15.1. The CONTRACT is signed digitally, in a single original, pursuant to Article 24(1) and (2), of the Legislative Decree No. 82 of 7 March 2005, constituting the "Code of the Digital Administration - CAD", as amended and supplemented; it is not subject to stamp duty pursuant to Art. 1(353) and (354) of Law no. 266 of 23 December 2005 and is subject to registration in the event of use, at the care and expense of the requesting PARTY, pursuant to Presidential Decree no. 131 of 26 April 1986, as amended and supplemented.

#### **Art. 16 Communications**

16.1. All communications between the PARTIES relating to the CONTRACT shall take place via PEC at the following addresses

For the UNIVERSITY.....@.....

For the COMPANY.....@.....

**Article 17 General Provisions**

17.1. The CONTRACT constitutes the entire understanding of the PARTIES concerning the regulation of the ownership of the CURRICULUM RESULTS and the procedures for its protection, and supersedes all contracts, agreements and/or understandings, written or oral, previously concluded and/or reached by the PARTIES concerning the EXECUTIVE CURRICULUM.

17.2. No agreement or arrangement modifying, derogating from, or extending the CONTRACT shall be binding on any PARTY unless made in writing, expressly referring to the CONTRACT and signed by the PARTIES and their respective duly authorised representatives.

17.3. If any provision of the CONTRACT is held invalid, void, or unenforceable, such defect shall not affect the remaining provisions of the CONTRACT. The PARTIES shall be released from their rights and obligations under the conditions declared void, invalid or unenforceable to the extent such rights and obligations are directly affected by such defect. In such cases, the PARTIES shall negotiate in good faith the replacement of the invalid or void provisions with valid and effective ones following the PARTIES' intention.

17.4. In case either PARTY tolerates a behaviour of the other PARTY that may constitute a breach of the provisions of the CONTRACT, this shall not constitute a tacit waiver of the rights deriving from the breached provisions or of the right to require the fulfilment even partially of the terms and conditions set out in the CONTRACT, nor prevent the exercise of any other right or power of the PARTY under the CONTRACT.

17.5. The CONTRACT shall be construed in good faith having regard to the common intention of the PARTIES and the substantial result they have reasonably intended to achieve.

17.6. Neither PARTY may assign the CONTRACT without the prior written consent of the other PARTY.

The CONTRACT is signed electronically, with a digital signature, pursuant to Article 24(1) and (2) of the Legislative Decree 82/2005 - Digital Administration Code.

The COMPANY

Place ....., there .....

Signature .....

THE UNIVERSITY

Place ....., there .....

Signature .....

Pursuant to Art. 1341(2) of the Civil Code, the following articles are specifically approved Art. 6 (Company obligations); Art. 8 (Intellectual property and ownership of the CURRICULUM RESULTS); Art. 9 (Confidentiality obligations); Art. 10 (Publications and discussion of the doctoral thesis); Art. 14 (Applicable law and submission clause).

The COMPANY

Place ....., there .....

Signature .....

THE UNIVERSITY

Place ....., there .....

Signature .....

Attachments:

- a) Letter of Intent from the COMPANY;
- b) Technical annexe on the mutual BACKGROUND;
- c) Individual training plan of the EXECUTIVE PHD STUDENT;
- e) Declaration of Commitments of the EXECUTIVE PHD STUDENT.

## Annexes

### Annex A: Letter of Intent of the COMPANY (see point e) of the recitals)

To the Magnificent Rector

Prof. ....

UNIVERSITY.....

and for its information

To the PhD School .....

UNIVERSITY.....

To the PhD Course Coordinator at .....

Prof. ....

UNIVERSITY.....

RE: expression of interest in establishing an executive curriculum within the PhD programme in ..... for the ..... cycle

We hereby express the interest of our Company ..... in entering into a contract with this University for the establishment and funding of Executive PhD positions, pursuant to Ministerial Decree no. 226/2021 art. 10, within the framework of the PhD Course in ..... (..... cycle), foreseeing the admission to the Course of at least ..... (specify number) employees per .....(set the number of cycles) cycles ..... (specify ordinal numbers of cycles).

Our Company:

- manufactures/distributes the following products and/or services .....
- has the following sizes: turnover ....., number of employees ....., number of employees engaged in research and development .....
- carries out research concerning ..... as evidenced by the following intellectual property rights and technical/scientific publications in the last five years .....

- operates the following research laboratories and facilities .....

Pending the formal signing of the contract, we propose for admission to the cycle .....

- academic year .....the applications of the following employees, employed with a permanent employment contract and engaged in highly qualified activities:

1) ..... (first name and surname)

2) ..... (first name and surname),

Our company acknowledges that the admission of employees to the PhD course is subject to passing the admission selection carried out by the Academic Board, which will decide the suitability of the employees and their training and research project.

Our Company undertakes to make available to the University the sum of ..... Euro (e.g. 3,000.00 Euro) for each employee admitted to the PhD Course as reimbursement for the University's administrative and organisational overheads for the Course.

Awaiting the signing of the agreement, we send our best regards.

The Legal Representative of the Company

(stamp and signature)

.....

**Annexe B: Technical Annex on Mutual Background (see Art. 2.4.)**

The PARTIES acknowledge that the BACKGROUND made available for carrying out the EXECUTIVE CURRICULUM is identified as follows:

Background description and ownership details	Limitations or conditions for the use within the performance of the EXECUTIVE CURRICULUM	Limitations or conditions for commercial use
Italian patent no. ..... Owner: .....	Royalty free licence	FRAND licence
European patent no. ..... Owner ..... Exclusive licensee .....	Owner's mandatory authorisation	Prohibited
Software ..... SIAE number..... Author ..... Owner .....	Royalty free licence	Prohibited
Database: ..... Owner .....	Free use in favour of .....	FRAND licence limited to the territories of .....
Trade secret ..... Inventor ..... Owner .....	Mandatory NDA prior to any disclosure	Prohibited

**Annexe C: Surety bond for instalment payment (see art. 4)**

- Ref. Academic Year ....., ..... Doctoral Cycle

To the Magnificent Rector  
prof. ....  
UNIVERSITY.....

WHEREAS

- ..... (company name of the funder) fiscal code/VAT number ..... with registered office in ..... (hereinafter referred to as the "FUNDER") represented by ..... in its capacity as ..... has expressed its willingness to enter into a Contract for the activation and financing of a Scholarship for the attendance of the PhD programme in ..... cycle lasting three years.
- the FUNDER, to enable the financing of the Scholarship, undertakes to pay to the University ..... the total sum of € .....,
- article 4 of the aforesaid CONTRACT provides for the issuance in your favour of a (bank) surety bond to guarantee the above commitment by .....,

NOW THEREFORE

The undersigned bank/insurance company ....., (fiscal code.....), with its registered office in ....., hereby irrevocably pledges itself as surety towards the University ..... up to the maximum and global amount of € ..... with the pre-established expiry date for the year ..... and, for the following years, possibly re-determined based on the provisions of the interventions of the competent legislator, as well as for any greater charges deriving from the provisions of art. 4 of the aforementioned CONTRACT.

It is therefore understood that the undersigned (bank/insurance company) ..... undertakes to pay you, within the above-mentioned limits, within thirty days of your simple request, each annuity and each increase in the grant that you shall indicate as due to you from ....., waiving the benefit of prior enforcement of the principal debtor and notwithstanding any oppositions by ..... on the sole condition that you produce your written request by registered letter with return receipt indicating the sums that you shall consider as due to you.

This guarantee will be valid until 31/12 of the final year of the course (31/12/..... in the case in question) unless extended due to suspension and/or interruption of the grant in the cases provided for by the regulations and at the request of the University .....

**Annexe D: Research Development Plan (see art. 5.3.)**

Name ..... Enrolled in the PhD course in ....., born in ..... on  
..... resident in ..... street ..... n. ....

Domicile during the period of training and research at the premises of ..... (hereinafter referred  
to as "Funder"): ..... street ..... n. ....

E-mail: .....

Telephone number: .....

Contact person for the PhD student's training and research activities at the UNIVERSITY

name ..... address .....

Contact person for the PhD student's training and research activities at the FUNDER

name ..... address .....

Period of activity at the FUNDER: from ..... to .....

The FUNDER has complied with the requirements set out in articles 17 and 28 of Legislative Decree  
81/2008:

- YES

- NOT OBLIGED

The areas of activity envisaged for the DOCTOR at the FUNDER, indicated below, involve exposure to  
situations of potential health risk, such as to require the activation of compulsory health surveillance:

- YES

- NO

Occupational safety training (State-Regions Agreement of 21.12.2011 - in Official Gazette, General Series  
no. 8 of 11.01.2012 - on worker training (Article 37, paragraph 1, letter a) of Legislative Decree 81/2008):

- General training by .....

- Specific training (by macro sector activity and ATECO CODE) to be paid for by the FUNDER

Title and a brief description of the PhD student's research project:

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Educational objectives of the doctoral student during the period of study and research at the FUNDER:

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Main training and research topics envisaged during the period of study and research at the FUNDER

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Activities envisaged during the period of study and research at the FUNDER and the way they are carried out:

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**Annexe E Declaration of Commitment of the Doctoral Student with Funded Scholarship (see art. 6.2.)**

I, the undersigned ..... born in ..... on .....fiscal code .....  
Student ID Number.....

WHEREAS

- They are a doctoral student in the PhD course in ..... at the University.....doctoral cycle ..... as well as the beneficiary of the financed scholarship referred to in the Contract between the University ..... and the FUNDER.....;
- Their supervisors are: Prof. .... for the University and Dr. .... for the FUNDER;
- They are already subject to the University Intellectual Property Regulation No. .... (*indicate title and reference of the University Intellectual Property Regulation*)

NOW THEREFORE DECLARES

that they have read and accept the application to them of the contract for the external funding of a PhD scholarship stipulated between the University ..... and the FUNDER ....., with particular regard to

- the ownership of the results of the scholarship (see art. 7 of the Contract);
- the confidentiality of confidential information (see Article 8 of the Contract);
- the obligations regarding scientific publications and discussion of the thesis (see art. 9 of the Contract);
- the research development plan (see Annex D);

UNDERTAKES

not to communicate, divulge, reproduce or, in any case, make known to third parties in any way or by any means the confidential information of each Party, which shall be used by the same solely for the purpose for which it will be provided or transmitted and, therefore, to guarantee the utmost confidentiality, in compliance with the current legislation on intellectual property and privacy.

Date .....

Signature of the declarant .....

For acknowledgement

signature of supervisor .....

signature of co-supervisor .....



Regione Toscana



## URTT | UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO

Via Luigi Carlo Farini, 8 – 50121

Firenze

[urtt@regione.toscana.it](mailto:urtt@regione.toscana.it)