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**JOINTLY SUPERVISED PhD AGREEMENT**

**BETWEEN THE UNIVERSITY OF PAVIA**

**AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LEADING TO A DOUBLE PhD DEGREE**

The University of Pavia, with registered office in Pavia (Italy), C.so Strada Nuova n. 65, represented by the Rector, Prof. Francesco Svelto

and

The University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In order to promote scientific co-operation through exchange of PhD students

For the University of Pavia:

* on account of the Law 210/1998, art. 4 concerning PhD programs;
* on account of the D.M. 226/2021 concerning the procedure for the accreditation of institutions and PhD programs, and the criteria for the institution of PhD programs by the accredited institutions;
* on account of the D.M. 930/2022 concerning the arrangement to allow the simultaneous enrollment in two universities courses;
* on account of the University Regulations concerning PhD programs;
* on account of the deliberations of the Academic Senate issued on April 18, 2023

For the University of \_\_\_\_\_\_:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREE,

according to laws and regulations in force in each country and institution, to set up a jointly supervised PhD agreement in favour of Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, leading to a double/multiple/joint PhD degree.

**FIRST PART – ADMINISTRATIVE ARRANGEMENTS**

**Art. 1 Enrollment**

Starting from the academic year \_\_\_\_\_\_\_\_, Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_, holding the following academic qualification \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is enrolled in a PhD program at both Universities.

The first seat of admission and enrollment (hereinafter also referred to as “home university”) is the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ; the second seat (hereinafter also referred to “host university”) is the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

At the University of Pavia the student is enrolled in the PhD program in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, cycle n. \_\_\_\_\_\_ (normal/regular duration from \_\_\_\_\_\_ to \_\_\_\_\_\_ ).

At the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the student will be enrolled in the PhD program/school in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (normal duration from \_\_\_\_\_\_ to \_\_\_\_\_\_ ).

Extensions of the PhD program may be granted according to the regulations in force at both universities.

**Art. 2 Financial arrangements**

At the University of Pavia, the PhD student \_\_\_\_\_\_\_ will have to pay each year the amount corresponding to the regional tax and the duty stamp.

At the University of \_\_\_\_\_\_\_\_,

The financial support of the PhD student is ensured as follows…..

**Art. 3 Administrative and academic duties**

The PhD student must abide by the provisions of the University Regulations concerning PhD programs in force at both Institutions.

In addition, the PhD student is in charge of taking care of the administrative and academic duties related to both PhD programs he/she is attending, including the enrollment procedure, the admission to the following academic year, and the application for the thesis defence or the PhD extension, if applicable.

**Art. 4 Quality Standards**

Both Institutions ensure the provision of academic quality standards and high quality, technologically-enabled instructional facilities and research facilities. Each Institution will appropriately monitor all academic aspects of the jointly supervised PhD program through reasonable mechanisms necessary to protect its academic quality and integrity. All jointly supervised PhD program records, courses and their respective sites will be available for evaluation and inspection by each Institution and each Institution's accrediting agencies and government oversight agencies.

**Art. 5 Insurance coverage**

The University of Pavia provides its students with insurance for accident and for third party liability. Such insurance is only provided for the PhD activities duly authorized by the competent bodies at UNIPV (see “Art. 6 - Authorizations” below). The PhD student is strongly advised to read the terms and conditions of the insurance policies at the following webpage: <http://wcm-3.unipv.it/site/home/ateneo/amministrazione/direzione-generale/servizio-legale/articolo1430.html>

The University of…

The University of Pavia does not provide its students with INAIL insurance, except for the conditions and limits strictly defined by the pro tempore law, which can be found at [https://web.unipv.it/servizi/infortunio-copertura-inail/.](https://web.unipv.it/servizi/infortunio-copertura-inail/)

**Art. 6 Authorizations**

With respect to the activities for which, according to the regulations in force in the two countries, an authorization is required, the PhD student must be authorized by the competent bodies of the home university; he/she might ask for an additional authorization of the competent bodies of the host university if necessary for any purpose, e.g. insurance or refund purposes.

PhD activities carried out in a country other than the two involved in this agreement must always be explicitly and formally authorized by the competent bodies of both universities. In case one of the two universities denies the authorization, the PhD student is not allowed to carry out such activities in the framework of his/her PhD program.

**SECOND PART – TRAINING AND RESEARCH ACTIVITIES**

**Art. 7 Supervisors**

The research topic of the jointly supervised PhD thesis is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The PhD student \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will carry out his/her research activities under the supervision of:

* Prof \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Professor at the Department/Interdepartmental Centre\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the University of Pavia)
* \_\_\_\_\_\_\_\_\_\_ (Professor at the Department/ Research Centre \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**Art. 8 Periods of stay**

The normal/regular duration of the PhD program is three years, starting from the date of first enrollment in one of the two Institutions.

The PhD student will carry out his/her research activities at both Universities on alternate equivalent periods:

* University of Pavia: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* University of \_\_\_\_\_\_\_\_\_ : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The attendance of educational activities of the PhD students will be jointly agreed by the two supervisors and the PhD student, according to the regulations of both PhD programs involved.

**THIRD PART - AWARD OF THE PhD DEGREE**

**Art. 9 Final defence**

At the end of the third year, the thesis is submitted to the competent bodies at each University for evaluation. In case of positive advice, a minimum of two highly qualified referees are appointed. The referees must be external to the Universities awarding the PhD degree; at least one of them must be an academic. The referees are in charge of reading the thesis and, within 30 days after the reception of the thesis, either admitting it immediately to the defence or suggesting modifications up to six additional months of work. In this latter case, once the thesis is modified it must be submitted again to the same referees and then it is admitted in any case to the defence.

[In addition to the procedure above, at the University of ….]

The thesiswill be presented to a Committee during a single public defence at the home university.

The thesis will be drafted and presented in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. A written summary in English will be added to it.

**Art. 10 Final defence committee**

The Committee for the thesis defence is composed of at least three members, equally balanced between the University of Pavia and \_\_\_\_, and appointed by both institutions according to their rules. At least two thirds of the members must be professors and cannot belong to the University of Pavia*.* The Committee can include external members from the two institutions involved in this agreement and is composed, whereas possible, of equal representation of women and men. All members of the Committee have equal voting rights.

In the absence of other dispositions, travel costs held by the Committee members will be covered by the University where the defence takes place.

**Art. 11 Awarding of the PhD degree**

After a single defence and following a positive evaluation of the Committee, the two Institutions will confer the qualification of:

* University of Pavia: Dottore di ricerca in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* University of \_\_\_\_\_\_\_\_\_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each Institution will confer its own diploma both mentioning the joint supervision.

The University hosting the final defence will provide the partner university with a full report of the defense, in English language.

**FOURTH PART – INTELLECTUAL PROPERTY, PERSONAL DATA, SAFETY AND SECURITY**

**Art. 12 Protection of research results and property rights**

“Background” shall mean information, techniques, know-how, software and materials – regardless of the form or medium in which they are communicated or registered – including any relevant intellectual property rights, made available before or after the date of this agreement by the party who owns them or who has rights on/in them, with the aim of using it in the implementation of the doctoral research.

“Results” shall mean the results, including but not limited to information and materials, regardless of whether they can be protected, and all related intellectual property rights arising from the doctoral research.

Nothing in this agreement shall prejudice the rights of ownership of any party in and to its background knowledge and relevant intellectual property rights existing prior to this agreement or generated outside the framework of the doctoral research.

Each Institution shall be the sole owner of the Results, solely generated by its staff, including the PhD candidate. Each Institution owner may decide at any time to protect his Results with any appropriate rights or title, such as patent application, in its own name and at its own costs in any country whatsoever, mentioning the inventor’s name.

If, while carrying out the doctoral research, the institutions jointly contributed to Results in a way that these Results are indivisible and that it is impossible under applicable law to divide these Results for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any protection under other intellectual property right, the institutions shall be joint owners of these Results in proportion to their intellectual contribution to such joint Results (hereinafter “Joint Results”).

The institutions will jointly act in submitting applications aimed at obtaining and/or maintaining appropriate protection for Joint Results, to be done in the name of both institutions. The institutions, represented by their respective technology transfer offices (as mentioned hereinafter), shall enter into a written agreement designating the institution that will take the lead in the procedures aimed at obtaining, maintaining and enforcing all relevant protection, the financing of such relevant protection and the apportionment of the rights resulting from the exploitation of the protected Joint Results. The other partner institutions will be notified in advance of the costs and revenues, based on the principle that the costs incurred or to be settled and the revenues obtained will be shared between the partner institutions in proportion to their share in the ownership of the Joint Results, unless otherwise agreed.

If an institution wishes not (any longer) to participate in the costs of the applicable protection of any Joint Result, then such institution shall forfeit all rights related to such protection, but shall be compensated from the proceeds for the costs related to such protection of the Joint Result it already has incurred. An institution that wishes not (any longer) to participate, shall retain free of charge, a non-exclusive license to use such Joint Results for internal non-commercial research purposes only.

All registered intellectual property rights (e.g. patents) related to Results shall be notified without delay in writing to the tech transfer office of each institution.

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| For (partner university):XXXXXXXXXXXXXXXXXXXX | For UNIPV:Sofia Baggini – Head of Research and Third Mission AreaC.so Strada Nuova, 6527100- Pavia (PV)sofia.baggini@unipv.itphd@unipv.it |

Each institution shall have, free of charge, a worldwide, non-exclusive, non-transferable, non-sublicensable right to use all Joint Results for further internal non-commercial research and education purposes.

Notwithstanding the above, no prejudice is made to the Regulations on Copyrights on doctoral theses of each Institution applicable to the doctoral research.

**Art. 13 Personal data protection**

The Parties declare that they are informed about the use of their personal data and authorize its handling using electronic means and / or in paper format, in order to fulfill all the legal obligations and for the stipulation and execution of the relationship established by this contract, in the ways and within the limits necessary to pursue these purposes, including communication to third parties, where envisaged for the execution of the contract or pursuant to regulatory provisions, in compliance with Regulation (EU) 679/2016 (hereafter GDPR) and Legislative Decree No. 196 dated 30 June 2003 and last amended by Legislative Decree 101/2018. Detailed information on data handling is available online on the Parties’ websites at the following addresses, respectively: <https://privacy.unipv.it/> and ...(INSERT LINK)

The Parties mutually commit to operate in full compliance with the provisions of the current legislation on the protection of personal data, putting in place adequate technical and organizational measures and periodically verifying and updating the data protection policies pursuant to articles 24 and 25 of the GDPR, storing personal data handled in such a way as to avoid a risk of its destruction or access by unauthorized subjects. The Parties are also subject to all the obligations of the Data Controllers, in particular those concerning information and data access (articles 13 and following of Regulation (EU) 679/2016).

The Parties undertake to make available to each other, if necessary, any information useful to demonstrate and verify compliance with their obligations under existing data protection laws and to cooperate in the event of requests from one or other Party from the Data Protection Authority or by the Judicial Authority regarding the handling of data covered by this contract.

The Parties are aware that transfers of personal data, to countries outside the European Union or to an international organisation that do not offer the same level of privacy protection as guaranteed in the European Union, are permitted provided that the adequacy of the third country or organisation is recognised by a decision of the European Commission (Art. 45 of EU Regulation 2016/679), or, in the absence of such a decision, the transfer is permitted where the data controller or the processor provides adequate safeguards providing for enforceable rights and effective remedies for data subjects (Art. 46 of EU Regulation 2016/679). Without prejudice to the fact that in specific and exceptional cases it is possible to transfer data with the consent of the data subject, it is specified that in order to guarantee greater security when transferring data to non-EU countries, it is preferable to sign the new standard contractual clauses (SCC) adopted on the basis of the European Commission Decision (<https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=it>)

**Art. 14 Safety and security**

1. The activities mentioned in this agreement will be carried out by the Parties in compliance with current legislation on the safety and health of workers in the workplace. During his/her stay at each University, \_\_\_\_\_\_\_ (nome del dottorando) must comply with the provisions of the law on the safety and health of workers in the workplace and with the current legislation of the countries involved.

2. The University of Pavia declares to be in compliance with current legislation on health and safety in the workplace. Pursuant to art. 2 paragraph 1 letter a) of the italian Legislative Decree n. 81/08, PhD students, for the purposes and effects of the provisions of the same legislative decree, are intended as "workers"; therefore, the University will undertake the protection measures and obligations established by the legislation, including information and training on safety according to art. 36 and 37 of Legislative Decree 81/08, health surveillance pursuant to art. 41 of the Legislative Decree 81/08, where envisaged and necessary, as well as the supply of protective devices where required by current legislation during the student's stay at their facilities.

3. The University of \_\_\_\_ declares to be in compliance with current legislation on health and safety in the workplace. (add details)

**FIFTH PART – CONCLUSION**

**Art. 15**

Procedures concerning deposit, description, protection, publication and reproduction of the thesis will be accomplished according to the laws in force and insured according to the procedures in force in the two countries involved in the agreement.

**Art. 16**

Four original copies of this agreement are drafted in English.

*[Only if requested by the host university: \_\_\_\_additional copies of this agreement are drafted in (language). The translation is provided by the University requesting it. Only the English version of this agreement will be binding in case of controversies]*.

This agreement comes into force when signed by all parties of the two Institutions involved and is valid until the date of the thesis defence.

**Art. 17**

This agreement is to be considered invalid if the student renounces or is excluded from one of the two PhD programs and if the provisions of the agreement are not respected. Each Institution undertakes to notify promptly to the other one any significant information, fact, problem or delay likely to affect the cooperation set by this agreement.

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| \_\_\_\_\_\_For the University of \_\_\_\_\_\_\_ | Pavia,For the University of Pavia |
| The Rector/President/Director/\_\_\_\_\_Prof. \_\_\_\_\_\_\_\_\_ | The RectorProf. Francesco Svelto |
| The SupervisorProf. \_\_\_\_\_\_\_ | The SupervisorProf. \_\_\_\_\_\_\_ |
| The PhD Coordinator/\_\_\_\_\_\_Prof. \_\_\_\_\_\_\_\_\_\_\_ | The PhD CoordinatorProf. \_\_\_\_\_\_\_\_\_\_\_\_ |
| The PhD student\_\_\_\_\_\_\_\_\_\_\_\_\_ |