

**AGREEMENT FOR PhD POSTS OPEN TO PRIVATE AND PUBLIC  
ADMINISTRATION EMPLOYEES THAT ENVISAGE THE UPHOLDING OF THE  
SALARY TREATMENT**

**(Pursuant to Article no. 7, paragraph 3, letter e) of the University of Brescia PhD Regulation)**

**BETWEEN**

THE UNIVERSITY OF BRESCIA, hereinafter referred to as “University”, Tax Code 98007650173, VAT ID no. 01773710171, with registered offices in Brescia, Piazza del Mercato no.15, post code 25125, PEC certified e-mail address: ammcentr@cert.unibs.it, represented by the Chancellor Prof. Maurizio Tira, born in Cremona on 09/07/1961, domiciled for this function at the University, Piazza del Mercato, no.15 Brescia;

**AND**

The Enterprise / Company / Institution (*specify the name/type*), hereinafter referred to as “Enterprise / Company / Institution”, Tax Code.....VAT ID no..... REA (*Repertorio Economico Amministrativo* - Economic and Administrative Index, if any or a similar code exists) no. .... with registered offices in (complete address) ..... PEC certified email address:....., Represented by....., on behalf of ....., born... in ....., domiciled for the purposes of said office at .....

Hereinafter jointly referred to as THE PARTIES

**HAVING REGARD TO**

- The combined provisions of the Italian Ministerial Decree dated December 14, 2021, no. 226, and the Italian Ministerial Decree dated March, 22<sup>nd</sup>, 2022, no. 301 provide for the possibility to open PhD posts for admission to PhD Programmes for private and public administration employees that envisage the upholding of the salary treatment, whom shall be admitted to the doctorate resulting eligible for a post in the public open Call

**WHEREAS**

- The University has set, among others, for the A.Y. 2022/2023, XXXVIII cycle, the PhD Programme in \_\_\_\_\_, as relevant for this agreement.

- The Enterprise / Company / Institution identifies as a primary interest that one or more employees, particularly motivated to further develop their education and training in multidisciplinary research while retaining their job and salary, can train, develop and complete a research, achieving the PhD Degree.

- The Enterprise / Company / Institution is interested in opening at the University no. .... PhD posts for the A.Y. 2022/2023, XXXVIII cycle declares not to be in a insolvency or bankruptcy status and that it has not applied to an arrangement for insolvency; nor that its legal representatives, directors (with or without representative powers) and shareholders have grounds to be in a personal status of

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prohibition or suspension or, instead, forfeiture as envisaged by the Italian Legislative Decree 159/2011 (Italian Law Act on Against Mafia).

- Candidates selected under the agreement of PhD posts for admission to PhD Programmes for private and public administration employees that envisage the upholding of the salary treatment follow the general rules for admission and attendance to PhD Programmes offered by the University, as required by the University PhD Regulations, issued with Rector's Decree dated March 29<sup>th</sup> 2022, no. 294 and its subsequent amendments.

- The University undertakes to define an Individual PhD Training Project for the PhD student, sharing it with the Enterprise / Company / Institution, whose duration will be no less than 3 years and which must be signed no later than the start of the PhD courses for the 1<sup>st</sup> A.Y. 2022/2023.

### **THE PARTIES AGREE AS FOLLOWS**

- The Parties undertake to open and guarantee the functioning of no. \_\_\_\_\_ post/s for private and public administration employees that envisage the upholding of the salary treatment within the PhD Programme in \_\_\_\_\_, XXXVIII cycle, A.Y. 2022/2023.

- The candidate applying under the agreement of PhD posts for admission to PhD Programmes for private and public administration employees that envisage the upholding of the salary treatment, if deemed eligible as per the procedures established in the Call for Admission to the PhD Programmes, must enrol in the PhD Programme as a student without a scholarship.

- The PhD student will uphold his/her salary treatment as paid by his/her employer.

- Within the framework of the Individual PhD Training Project the PhD student will have two Tutors: one appointed by the University and one appointed by the Enterprise / Company / Institution.

- The PhD student enrolled under the agreement of PhD posts for admission to PhD Programmes for private and public administration employees that envisage the upholding of the salary treatment will carry out the activities envisaged within the Individual PhD Training Project that the Parties agree. The PhD research activities may be carried out at the Enterprise / Company / Institution and / or at the University according to a time schedule set by the Supervisors, in agreement with the PhD Board of Professors and included in the Individual PhD Training Project, being the latter its integral part. The time schedule may be modified upon agreement of both parties at least one month in advance of its application.

- Whereas the joint the Individual PhD Training Project requires the commitment of resources from the Department of competence of the PhD Programme and / or investments for the development of research, this type of activity must be regulated by a separate research contract between the Enterprise / Organisation and the research group responsible for the PhD student's activity at the Department, as per the University Regulations for Third Parties Agreements, issued by Rector's Decree Reg. no. 613/2019, Registration no. 207342 of 26<sup>th</sup> July 2019.

- The Parties undertake, for the aspects within their competence, to respect the academic-organizational methods that will be defined in the Individual PhD Training Project.

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- The Parties undertake to consider, as confidential information, all data, documents or other materials that will be exchanged between the Parties in execution of this Agreement, unless otherwise specifically authorized in writing; the Parties agree to use such confidential information only in respect to the execution of this Agreement, unless otherwise agreed to be formalized in writing. Each of the Parties will undertake all measures reasonably necessary to protect the confidentiality of the information and documentation available to it by virtue of this declaration.

- With a separate deed, the Parties reserve the right, from time to time or in communicating the invention acts, to define, with reference to any results that will derive from the activities carried out by the PhD student, the percentages of ownership of the property, however guaranteeing the PhD student the rights due to him/her on the bases of the internal regulations of the University regarding the ownership of research results. The UNIVERSITY commits to ensure the confidentiality of the research results for the time strictly necessary for the completion of any protection formalities that require or presuppose the non-publication of the same. In any case, confidentiality on the final dissertation thesis of the PhD student is excluded, except for any excerpt or any secrecy / embargo of parts of the PhD thesis itself that may contain information that, due to its nature or purpose, is intended for remain confidential. All scientific publications resulting from the PhD student's activity must contain a reference to the host Enterprise / Company / Institution. The use of any inventions created in the context of the activities covered by this Agreement and of which the University is the owner or co-owner will be governed by specific and separate acts, in compliance with the laws in force on intellectual property and the rules in the field of administrative procedure.

## **SPECIFIC COMMITMENTS OF THE PARTIES**

### **The University commits to:**

- Identify a university Supervisor;
- Approve and support the implementation of the Individual PhD Training Project, which will be defined with the PhD student and with the Enterprise / Company / Institution, in respect to the study and research period, to be carried out and aimed to achievement of the PhD degree within the defined time frame;
- Support the provisions of the Agreement and of the Individual PhD Training Project (general and detailed), providing the PhD student with the tools, academic and tutorial skills, as well as the internship and research methodologies suitable to enabling and enhancing learning within the workplace;
- In the event of failure to obtain the qualification within the established terms, bear the necessary educational and tutorial support actions for any agreed extension period.

### **The Enterprise / Company / Institution commits to:**

- Identify a Supervisor within its Enterprise / Company / Institution
- Facilitate, in compliance with the agreement obligations, within the organization and working hours, the period of study and research at the Enterprise / Company / Institution, as defined in the Individual Internship and Research Project, allowing the PhD student to regularly attend the activities provided herein
- Pay the University an amount equal to € 1,500.00 per year, for a maximum of 3 years, as a contribution to its general expenses. The payment of the amounts as determined above must be made through the system called PagoPA of the University of Brescia, by means of a payment notice that the University will send to the Enterprise / Company / Institution
- Foster contacts between the University Supervisor and the Enterprise / Company / Institution Supervisor for the purpose of better reconciling the academic / educational organizational

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requirements, as well as the study and research activities carried out at the Enterprise / Company / Institution

- In the event of failure to obtain the qualification within the established terms, bear the necessary educational and tutorial support actions for any agreed extension period.

The University of Brescia is required to implement appropriate technical and organizational measures to ensure that the treatment is compliant with provisions of EU Regulation 27.04.2016 n. 679 (General Data Protection Regulation, following: GDPR), verifying and periodically updating the data protection policies pursuant to the GDPR, Arts. 24-25. It is also subject to all the obligations of the data controllers, that of the release of specific information to the interested parties, pursuant to the GDPR, Arts. 13-14.

The personal data collected in this document are processed by the Parties in respect to the principles of lawfulness, correctness, transparency and confidentiality and will be used or shared with or sent to third parties for institutional purposes only.

The data controller for the Enterprise / Company / Institution is ..... and the data controller or DPO (Data Protection Officer) envisaged by the GDPR for the University is the one as published on <https://www.unibs.it/privacy>.

For the purposes of Italian Legislative Decree 81/2008 and subsequent additions and amendments, it is agreed that the PhD student, during his/her activities at the Enterprise / Company / Institution facilities, is equated to a worker and is therefore required to comply with the requirements of art. 20 of the aforementioned decree as well as the regulations and internal rules on safety and prevention of the hosting facility. The Enterprise / Company / Institution is required to also apply the workers' health and safety protection measures provided for in Legislative Decree 81/2008 and subsequent additions and amendments to the PhD student.

The present Agreement has a validity and duration equal to that of the PhD Programme subject to this same Agreement, and it is terminated, pursuant to art. 1353 of the Italian Civil Code, in the case of:

1. Failure of approval and opening of the PhD Programme in \_\_\_\_\_, XXXVIII cycle, A.Y. 2022/2023;
2. Failure to launch the Call for Admission to the aforementioned PhD Programme;
3. Absence of applications for the Call for Admission to the aforementioned PhD Programme;
4. Ineligibility of all candidates to access the aforementioned PhD Programme;
5. Waiving of PhD studies expressed by the PhD student or termination of the employment contract of the PhD student
6. PhD student forfeiture due to non-admission to the following year, after the negative judgment expressed by the PhD Board of Professors

Any disputes arising from this agreement shall be resolved by amicable negotiation between the Parties. Any further dispute arising between the Parties about the interpretation, execution and termination of this Agreement will be referred exclusively to the Court of Brescia, Italy.

This Agreement is subject to registration only in case of use pursuant to Article 5, first paragraph, of the Italian Presidential Decree 26.4.1986, n. 131, and Article 4, Second Part Tariff attached to the same Decree. All related costs are borne by the party requesting registration, with the payment of the tax at a fixed rate. The Agreement is also subject to stamp duty from the outset, pursuant to the Italian Presidential Decree 26 October 1972, n. 642 - Annex A - Tariff part I - article 2. The payment of the total tax is made virtually by the University of Brescia, authorization of the Inland Revenue no. 3237 of 12.01.2017. The Lender undertakes to pay the University, after the signing of this contract, an amount equal to half of the tax due.

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For all that is not specified in this Agreement, reference should be made to applicable legislation.  
This Agreement, drafted in two copies only in case that the signature is handwritten. It is subject to registration only if used as provided for in Art. 5, paragraph 1 of Italian Legislative Decree no. 131 of 26.4.1986 and Art. 4, Tariffa Parte Seconda (Rate Part Second) annexed to said Decree.

Brescia, date.....

On behalf of the University of Brescia  
The Rector

*(Signed electronically ex art. 24 D.Lgs. 82/05)*

On behalf of the Enterprise / Company /  
Institution

*(Signed electronically)*