# AGREEMENT AIMED AT THE JOINT SUPERVISION OF PhD STUDENTS (CANDIDATES)

#### BETWEEN

The University of Brescia (Italy), 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. Francesco Castelli, domiciled for this function at the University, Piazza del Mercato, no.15

#### AND

of..... The University (specify the name/type), Tax Code...... VAT ID n. ..... REA (Italian Repertorio Économico Amministrativo - Economic and Administrative Index, if any or a similar code exists) n. ..... with registered offices in (complete address) ..... PEC certified email (or email) address:...., on behalf of domiciled for the office purposes of said at ....., ......

Hereinafter jointly referred to as THE PARTIES

#### PREAMBLE

In line with the regulations in force in both countries, UNIBS and the partner Institution mutually agree to put in place an agreement aimed at the joint supervision of a PhD student/candidate, to be drawn up in two copies, according to the terms and conditions hereby established, as an effective means of academic cooperation and student mobility. The present agreement shall become effective upon the date of the last signature.

# 1. ADMINISTRATIVE PROCEDURES

#### 1.1. Registration

The student fulfills all the requirements needed to register at both Institutions.

The PhD student/candidate shall enroll after the agreement is signed both in <u>YEAR OF</u> <u>ENROLMENT / NAME OF THE DOCTORAL PROGRAMME / ACADEMIC YEAR</u> at UNIBS and in <u>YEAR OF ENROLMENT / NAME OF THE DOCTORAL PROGRAMME / ACADEMIC YEAR</u> at the partner Institution.

If the agreement is put in place as from the second year, previous doctoral research is acknowledged by both Institutions.

The PhD student/candidate shall enroll every academic year at both Institutions.

## 1.2. Fees

The registration/tuition fees are due to the Administrative INSTITUTION of the PhD Programme.

By no means can the PhD student/candidate be obliged to pay the fees to both Institutions, apart from the cost of the diploma, where applicable.

## 1.3. Health insurance

When starting his/her activity at the host Institution the PhD student/candidate must be able to provide proof of health insurance cover. The PhD student/candidate may be required to have liability insurance.

## 2. RESEARCH SCHEDULING

## 2.1. Research activity

The research topic will be

The research will be supervised by:			
. ,	(thesis	supervisor	а
UNIBS)	(	·	
,	(thesis supervisor at the	e partner Institu	tion

### 2.2. Time / work allocation

The research will be carried out at both Institutions. The time spent at one Institution cannot be less than 30% of the total time allocated for preparing the thesis. A specific calendar of activities must be drawn by the Parties and attached to this Agreement, specifying when the PhD student / candidate will be carrying out his/her research at UniBS and when at the host institution.

### 2.3. Extension/Deferment

At the end of the third year an extension may be granted if both supervisors as well as the PhD Academic Boards agree that extra time is needed, in compliance with the regulations of both Institutions.

## 2.4. Drafting of the Thesis

The thesis shall be written in LANGUAGE/S OF THE THESIS.

An abstract of the thesis shall be written in Italian and in: \_

The submission, filing and reproduction of the thesis will be done in both countries in accordance with applicable regulations in force.

## 2.5. Thesis defense

The defense shall take place only once at UNIBS.

The defense shall be acknowledged by both Institutions.

The defense shall be delivered in LANGUAGE/S OF THE DEFENSE.

The oral presentation will include a summary in Italian and in \_

An equal number of professors from <u>UNIBS</u> and from the partner Institution shall be on the PhD Board of Examiners, as well as both supervisors.

The composition of the PhD Board of Examiners shall comply with existing national regulations and shall be appointed by the Director of the Department of <u>UNIBS</u> site of the PhD Programme, and by the legal representative or the competent Office of the partner Institution.

External examiners can be invited. However, the total number of members shall not exceed eight people.

The travel expenses and checklist of the members of the PhD Board of Examiners shall be reimbursed by the Institution that collects the fees (UNIBS if site of the final defense).

### 2.6. Diploma award

The PhD Degree shall be awarded by each Institution (double diploma, issued separately by both INSTITUTIONS).

UNIBS shall award the PhD Degree in "Dottore di Ricerca in

in compliance with existing Italian regulations.

The partner Institution shall award the PhD Degree in \_\_\_\_\_

in compliance with national applicable regulations.

### 3. PROPERTY RIGHTS

Rights over research results are retained by the researcher, as well as exploitation and publication rights. Such rights are protected under existing national laws.

### 4. PRIVACY AND DATA PROTECTION REGULATION

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 partner University of .....is

The data controller or DPO (Data Protection Officer) envisaged by the GDPR for the University of Brescia is the one as published on https://www.unibs.it/privacy

## 5. AMENDMENTS / TERMINATION

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

5.1. Waiving of PhD studies expressed by the PhD student/candidate

5.2. PhD student forfeiture due to non-admission to the following year, based upon a negative judgment expressed by the PhD Board of Professors.

6. 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.

Partner Institution (add full legal definition)	Università degli Studi di Brescia		
Legal Representative of the partner Institution ( <i>or other – specify</i> )	The Chancellor Prof		
Thesis Supervisor (specify if he/she is a Professor and which Department or an external expert; add name / surname and signature)	Thesis Supervisor (specify if he/she is a Professor and which Department or an external expert; add name / surname and signature)		
PhD Student (Candidate) ( <i>add name / surname and signature</i> )			
Date://	Date://		