

THIS FORM HAS BEEN DRAFTED FOR THE SOLE PURPOSES OF UNDERSTANDING OF NON-ITALIAN SPEAKING PERSONS – THE OFFICIAL FORM TO BE USED SHALL BE THE ONE IN ITALIAN LANGUAGE

**AGREEMENT BETWEEN THE UNIVERSITY OF BRESCIA
and**

Funding organisation name

FOR THE FUNDING OF 1 SCHOLARSHIP FOR THE PHD PROGRAMME IN

.....
34th CYCLE (A.Y. 2018/2019)

HAVING REGARD TO art. 4 of Law of no. 210 of 3 July 1998 and subsequent additions and amendments;

HAVING REGARD TO Ministerial Decree. of 18 June 2008 “*Aumento dell'importo annuale lordo delle borse di dottorato di ricerca*” (Increase in annual gross amount of PhD scholarships);

HAVING REGARD TO The Statute of the University of Brescia, issued with Chancellor's Decree no. 68 of 2/12/2011;

HAVING REGARD TO the MIUR (Ministero dell'Istruzione, Università e Ricerca - Ministry of Education, Universities and Research) Decree no. 45 of 8 February 2013, establishing the methods for accreditation of PhD Programmes and the entities providing them, as well as the criteria for the organisation of PhD Programmes by the accredited entities;

HAVING REGARD TO the University PhD Programme Regulation, issued with Chancellor's Decree. no. 3796 of 12/02/2016;

CONSIDERING that it is the interest of the Funding Body to help to fund scholarships for the attendance of the PhD Programme inestablished at the University of Brescia;

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: ammcenr@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

Funding Body, hereinafter referred to as “Funding Organisation”, Tax Code.....VAT ID no..... REA (*Repertorio Economico Amministrativo* - Economic and Administrative Index) 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

AGREE AS FOLLOWS

Art. 1 - Activation of an additional PhD place

1.1 The University, which is the administrative seat of the aforementioned PhD Programme, commits to activate n. 1 (one) PhD Programme place in addition to those assigned by the University. The additional place in the above PhD Programme will be assigned by competitive examination together with those assigned by the University according to the procedures established in the relevant call and the methods and criteria established by the current legislation.

Awarding of the scholarship will require the holder to develop a research project on the subject: ".....": *[fill in only if specifically requested]*

1.2 The PhD student shall carry out his/her research activity predominantly in the Department....., which is located in (address) Brescia and is the administrative seat of the PhD Programme.

The responsibility for the education of the PhD student holder of the scholarship funded by the Funding Organisation rests on the University and it is understood that the educational activity is agreed between the parties.

In order to develop his/her research project, the scholarship holder will be able to use – subject to prior authorisation from the Professors Board of the PhD Programme - the facilities of the Funding Organisation within agreed limits and according to agreed procedures.

To carry out his/her research activity at the Funding Organisation's facilities, the scholarship holder must submit a Research Plan to the Professors Board and obtain the Board's approval.

1.3 The University will also award a scholarship to the candidate to whom abovementioned additional place is assigned, according to the criteria and the procedures established by current legislation.

Art. 2 - Funding of the Scholarship

2.1 For the scholarship payable to the assignee of the additional place, the University shall make a total sum of **52.829,58** Euros (including legal charges) available to the Funding Organisation; starting from the second year, said total sum includes the 10% increase of the scholarship amount intended for the scholarship recipient to carry out research in Italy and abroad.

The total sum is therefore allocated as follows:

- I A.Y. 2017/2018 **16.690,52** Euros (administrative gross)
- II A.Y. 2018/2019 **18.069,53** Euros (administrative gross, including 10%)
- III A.Y. 2019/2020 **18.069,53** Euros (administrative gross, including 10%) *

***Note:** *Subject to any increases in the scholarship amount and/or in the INPS (Istituto Nazionale di Previdenza Sociale, Italian National Social Security Institute) contribution established by law or the competent Ministry*

In addition to this sum, the Funding Body shall pay for each scholarship year:

- a) any increases in the 50% percentage established for this present cycle (33rd cycle) in proportion and based on the periods authorised by the Professors Board of the PhD student's stay abroad - for a maximum of 18 months (for a maximum total of **€ 12.528,27**);
- b) any increases in the scholarship amount established by law, as well as any additional tax or social security charges.

The amounts referred to in paragraphs a) and b) will be paid by the Funding Body within 30 days of the University's documented request.

2.2 The sums referred to in the previous paragraphs shall be paid as follows: *(delete as appropriate)*
option 1

- the total amount of **52.829,58 Euros (50.101,88 Euro** scholarship in addition to contributions for the scholarship holder's research activities equal to **2.727,70 Euros**), **upon signing of this Agreement.**
- any increases for automatic adjustment to variations of the ministerial scholarships and for periods of study abroad within 30 (thirty) days of receiving the relevant communications from the University.

option 2

- the total amount of **52.829,58 Euros (50.101,88 Euro scholarship in addition in addition to contributions for the scholarship holder's research activities equal to 2.727,70 Euros), in annual instalments** as per paragraph 1 of this article. **The first instalment shall be paid upon the signing of this Agreement; the remaining instalments shall be paid by November 30th 2019 and November 30th 2020**

2.3 The Funding Organisation is required to provide a deposit by means of an irrevocable bank or insurance guarantee for the correct fulfilment of its obligations towards the University under this Agreement. The deposit is annexed to this Agreement and, on the Funding Organisation's request, will be gradually released after the payment of each instalment of the amount guaranteed, in relation to the amount paid to the University.

2.4 Should for any reason the scholarship in question not be awarded to a candidate included in the 33rd cycle competitive examination merit ranking, the University shall propose the postponement of its awarding to the next PhD cycle. This postponement shall be formalised by a new Agreement, upon confirmation from the Funding Organisation. Should the Funding Organisation not accept the postponement, the sum paid will be returned to the Funding Organisation within 30 (thirty) days from communication from the latter.

2.5 If the scholarship recipient renounces the scholarship during the PhD Programme, the residual amounts already paid by the Funding Organisation shall be returned to the same.

2.6 The above specified amounts shall be paid to the University of Brescia bank account at Banca Popolare di Sondrio - Brescia branch, address: Via B. Croce, 22 – 25121- Brescia - **IBAN code: IT57Q0569611200000013650X67** (indicating, in the reason of payment, the name of the PhD Programme and the name of the PhD student), specifying the destination of the money, **and timely sending relevant notice to the Ufficio Dottorati di Ricerca (PhD Programmes Office) at the e-mail address dottorati@unibs.it**.

Art. 3 Ownership of Results

3.1 With a separate deed, the Parties reserve the right to, in separate or in communicating the invention, determine, with reference to any results that will arise from the activities conducted by the PhD scholarship recipient, their respective percentage of ownership of any results ensuring anyway the PhD scholarship recipient the rights he/she is entitled to on the basis of the internal regulation of the University regarding ownership of research results;

3.2 The University commits itself to ensuring the confidentiality of research results for the time strictly necessary for the performance of any protection formalities that require or presuppose the non-publication of the same. It does not include, in any case, the application of the confidentiality clause on the final elaborate of PhD scholarship recipient, subject to any withdrawal or withholding of any parts of the elaborate that may contain information which, by the nature or purpose, are intended to remain confidential. All scientific publications resulting from the fellow PhD student will have to contain a reference to the Funding Organisation.

3.3. The use of any inventions made as part of the activities covered by this Agreement where the University is the holder or the co-holder shall be governed by special and separate deeds, in compliance with the current patent legislation and laws on intellectual property and standards in the field of administrative procedures.

Art. 4 Protection of worker's health, safety and privacy

4.1 For the purposes of Legislative Decree 81/2008 and subsequent additions and amendments, it is agreed that the PhD student, during his/her activities at the Funding Organisation's 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 Funding Organisation 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.

4.2 The scholarship holder is required to maintain the necessary confidentiality regarding data, information

or knowledge about production processes and products acquired during his/her research activities.

Art. 5 - Personal Data Handling

5.1 Pursuant to Art. 13 of the Legislative Decree 196/2003, the personal data included in this document is handled by the Parties according to the principles of lawfulness, fairness, transparency and confidentiality, and used or passed onto other organisations only for institutional purposes only.

5.2 The data controller isfor the Funding Organisation and the Head of the Department for the University.

Art. 6 - Duration

6.1 This Agreement is effective as of the date of signing.

6.2 This Agreement is valid for three academic years, corresponding to the duration of the PhD programme, and will end on the same date as the PhD scholarship for which it was concluded.

Art. 7 - Disputes

7.1 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.

Art. 8 - Expenses

This Agreement drafted in two copies and is subject to registration only if used as provided for in art. 5, paragraph 1 of Legislative Decree no. 131 of 26.4.1986 and art. 4, Tariffa Parte Seconda (Rate Part Second) annexed to said Decree. All related costs shall be paid by the Party that requires registration. The stamp duty of this deed shall be paid by the Funding Organisation.

Art. 9 Final Regulations

For all that is not specified in this Agreement, reference should be made to applicable legislation.

For the University of Brescia

For _____

Chancellor Prof. Maurizio Tira

Brescia, _____

Place and date _____