**FUNDING AGREEMENT FOR THE CO-FINANCING OF NO. ........ SCHOLARSHIP(S) FOR THE PHD PROGRAM IN “.................................................”, CURRICULUM……………”**

**XXXIX CYCLE A.A. 2023/2024**

**(ex D.M. n. 117/23 March 2, 2023)**

**between**

The **University of Milan - Bicocca** (Fiscal Code. n. 12621570154), located in P.zza dell'Ateneo Nuovo n. 1 - 20126 Milan, represented by the Chancellor Prof. Giovanna Iannantuoni, hereinafter referred to as “UNIMIB”

**and**

**………………**, with registered office in ……………………… ..., Fiscal Code .................., located in…………………….,represented by Legal representative, …………………………………., hereinafter referred to as “Funding Body"

The Funding Body and UNIMIB hereinafter also jointly referred to as the "Parties", individually the Party

**WHEREAS**

* as part of funding from the European Union and the NextGenerationEU initiative, Ministerial Decree No. 117/23 of March 2, 2023 allocated, for the year 2023/2024, from the PNRR, Mission 4, Component 2 "*From Research to Enterprise*" - Investment 3. 3 "*Introduction of innovative doctorates that respond to the innovation needs of enterprises and promote the recruitment of researchers from enterprises*," 13,292hree-year doctoral scholarships for the attendance of pathways for innovative doctorates to be accredited ex D.M. 226/2021 XXXIX cycle - Academic Year 2023/2024;
* UNIMIB is a recipient of these resources, as represented in Table A attached to Ministerial Decree 117/2023;
* Article 4.2 of the aforementioned Decree requires implementing entities, including state universities, to identify partner enterprises of innovative doctoral pathways, willing to co-finance 50 percent of the doctoral scholarships co-funded by this Decree, in order to meet their research and innovation needs.
* Art. 1. p.to 19 of the aforementioned Decree refers, for the definition of Enterprise, to paragraph 2 "*Notion of undertaking and economic activity*" of Commission Communication 2016/C 262/01 on the notion of State aid referred to in Article 107(1) of the Treaty on the Functioning of the European Union, according to which: "(...) *the notion of undertaking embraces any entity engaged in an economic activity, regardless of its legal status and the way in which it is financed. The classification of a given entity as an enterprise therefore depends entirely on the nature of its activities*."
* Funding Body has declared that it falls within the definition of Enterprise as set forth above;
* the Ministerial Decree 117/2023 and the Deed of Obligation related to the acceptance of the funding, attached to the same Ministerial Decree, regulate the management, implementation, obligations, reporting of activities, and the manner of disbursement of payments to the Universities eligible for funding;

**In view whereof, the Parties**

**IT IS NOW AGREED AND STIPULATED AS FOLLOWS**

**Article 1**

UNIMIB, the administrative center of the PhD program in …………………, undertakes to put in the admission competition, the scholarship for attendance to the course co-funded by ……………………, together with those funded by other means, with a single call, following the relevant provisions.

UNIMIB will grant the scholarship funded by …………………………... to the successful candidate/ candidates placed in the list, in compliance with the prescribed requirements, in the time, and the manner provided for by the current legislation, in the time and manner stipulated in the aforementioned Decree.

**Article 2**

The Parties agree to co-finance in equal parts the total amount of € 64.980,12 (sixty-four thousand nine hundred and eighty / 12) for the funding of the scholarship to be conferred to the candidate admitted to the PhD program, in possession of the prescribed requirements.

The sum referred to in the previous paragraph includes for each year of the program:

a) the amount of the scholarship € 16.243,00 (D.M. 247 - 23.04.2021)

b) the separately managed INPS (social security), contribution corresponding to 23,35% of the amount (equal to € 3.792,74)

c) starting from the first year of the beneficiary's course, the research budget, as per art. 9 paragraph 4 of the Ministerial Decree no. 226 of 14/12/2021, equal to no less than 10% of the scholarship amount (10% equal to € 1.624,30).

The payment of the total sum of € 64,980.12 will be distributed as follows:

UNIMIB agrees to pay € 30,000

The Funding Body agrees to pay € 30,000

In addition, The Funding Body will pay the remaining € 4,980.12 to reach the total amount of the grant (€ 64,980.12) in accordance with under Ministerial Decree No. 247 of February 23, 2022.

The Funding Body also undertakes to fund:

d) the increase, to the extent of 50% of the scholarship amount, for the PhD student's period of stay abroad for a minimum of 6 months, even noncontinuous (*with extension up to 12 months, even non-continuous, at the total expense of the Enterprise. The period abroad may be further extended to 18 months if the doctoral student recipient activates a cotutelle for the double doctoral degree with a foreign university or in the case of doctoral courses activated in associated form, again at the expense of the Funding Body*)

e) the sums requested for any additional charges deriving from the implementation of laws and regulations.

The Funding Body undertakes to pay UNIMIB the amount due in the following ways:

* In one lump sum at the same time as the signing of the agreement

or

- for the first year: € 10.830,02 within 30 (thirty) days from the date of receipt of the letter with which UNIMIB will communicate the name of the beneficiary of the scholarship and send the relative note of debt;

- for the second year: € 10.830,02 by 28 February 2024, following the submission of the relevant debit note

- for the third year: € 10.830,02 by 28 February 2025, following the submission of the relevant debit note

The contributions referred to in points d) and e) will be paid to UNIMIB, at the end of the PhD program, within 30 (thirty) days from the date of receipt by the Funding Body of the related debt notes.

**Article 3**

The Funding Body, as a guarantee of the commitment undertaken to fund the scholarship (s), deposits an irrevocable bank guarantee (or surety policy), simultaneously with the signing of this agreement, in any case before the date of publication of the notice of competition [for companies/private entities required to file a surety bond]

*(As an alternative to a bank guarantee or surety policy, a document is required certifying the payment of the total funding amount at the same time as the signing of this agreement and in any case before the date of publication of the notice of competition.*

**Article 4**

UNIMIB will communicate to the Funding Body, to the certified e-mail address ……………………., any forfeiture of the PhD student resolved by the Academic Board of the Course or the withdrawal from studies by the PhD student both concerning the place and/ or concerning the scholarship.

Any sums referred to in Article 2 of this Agreement that have already been paid and any unused due to subsequent waivers, forfeitures or terminations, in a manner specifically agreed upon by the Parties, will be returned to the Funding Body in accordance with the regulations provided by the MUR.

In any case, the payments for the scholarship and research budget installments already paid to the PhD student remain unaffected.

**Article 5**

The provisions of the Law of 3 July 1998, n. 210, to the Ministerial Decree 14 December 2021 n. 226 and the Regulations for PhD courses of UNIMIB apply as far as the conduct of the PhD Program, the duties and the position of the PhD students are concerned.

To the University tutor, designated by UNIMIB, will be supported by an external supervisor, belonging to the Funding Body, responsible for supervising the activity carried out by the PhD student at the Funding Body. In line with current legislation, there can be more than one supervisor.

**Article 6**

The Funding Body agrees to host the PhD student, recipient of the grant, within the enterprise for n............... months, even if not continuous (from a minimum of six months to a maximum of eighteen months), and to make available to him the necessary space, laboratories and equipment (specify which).

...

The Parties will have to agree on the modalities of their use.

**Article 7**

The scholarship established based on this agreement is subject to the same regulations as those established with UNIMIB funds**.** In any case, the award of this scholarship does not give rise to employment relationships with UNIMIB or to automatic social security treatments or recognition, or even to evaluation for the purposes of legal and economic careers.

**Article 8**

If the PhD student is authorized by the Academic Board of the PhD Program to carry out activities related to his/her research project with the Funding Body, the latter, pursuant to Legislative Decree 81/2008 "Consolidated Law on Health and Safety at Work", undertakes to take charge of the protection measures and obligations established by law and in particular:

* the Funding Body is responsible for general and specific safety training *as per* art. 37 Legislative Decree 81/2008 on the subject of "*Training of workers and their representatives*";
* The Funding Body shall be subject to the obligations laid down in the Articles 36 (Information to workers) and 41 (Healthcare surveillance) of Legislative Decree no. 81/2008, as well as to make personal protective equipment (PPE) available, where required.

The PhD student is required to comply with the disciplinary regulations, the rules on hygiene, safety, and health at work in force in the Funding Body and to maintain the necessary confidentiality regarding data, information or knowledge about production processes and products, acquired during the research activity.

**Article 9**

UNIMIB declares to have taken out the following insurance coverages:

* "Civil Liability to Third Parties" policy - - RCT / O: - AXA Assicurazioni SpA - Policy number: 406376720 in force from 24.00 on 31/12/2020 to 24.00 on 31/12/2025;
* Ongoing Accident policy with **GENERALI ITALIA S.P.A.,** validity period 30/09/2020 to 30/09/2025

UNIMIB also guarantees the insurance coverage of PhD students against accidents at work at INAI, with the system of insurance coverage on behalf of the State, pursuant to and within the limits of Presidential Decree 10 October 1996, n. 567 and subsequent amendments and additions. It should be noted that this coverage operates only for accidents that occur during technical-scientific experiences as well as practical and work exercises, with the exclusion of accidents, such as those in progress, not connected to the specific activity for which there is a legal obligation (INAIL Circular no. 28 of April 23, 2003).

In the event of an accident occurring during the performance of the activities covered by this Agreement, it is agreed that the Party with which the event occurred undertakes to immediately report the event to the other Party:

* for the Funding Body to: ………………………………..
* for UNIMIB to: University of Milan-Bicocca – Legal Office, Piazza dell 'Ateneo Nuovo n.1, tel. 02.64486013, e-mail: assicurazioni@unimib.it; PEC: ateneo.bicocca@pec.unimib.it.

UNIMIB undertakes, upon expiry of the aforementioned policies, to reiterate the insurance coverage for the aforementioned types of risk – reserving the right to make changes, where necessary in compliance with the regulatory conditions and the insured ceilings – and to communicate to the other Party a copy of aforementioned policies.

It is understood that the existence of such policies does not affect the exercise of any liability, damage, and recourse to third parties.

**Article 10**

The intellectual property of the research results resulting from the activities carried out by the Doctoral student under this Convention shall belong to UNIMIB in accordance with university regulations on intellectual property. Should .................... be a co-owner of the results realized within the framework of this Convention, UNIMIB will agree in good faith with ................, through subsequent agreements, on the methods of protection and use of the same, including for the purposes of possible patenting and commercial exploitation, it being understood that the moral right of the Doctoral student and other possible authors of the invention to be recognized as inventor(s) shall remain unaffected. It is also understood that, in accordance with Ministerial Decree 117 of March 3, 2023, the Party(ies) undertake(s) to promote the exploitation of the results of the research and the protection of the intellectual property of which it/they will be the owner(s). Subject to the deferment of publications in the case of patent protection, the Parties undertake to promote open public access to research results and related data in the shortest possible time and with the least possible restrictions, in accordance with the "Open Science" and "FAIR data" principles. With this in mind, the publication of results of which .................. and UNIMIB were co-owners will be agreed upon in advance between the Parties. All scientific publications that may be produced by the Ph.D. student and derived from the activity carried out within the framework of the Ph.D. cycle, in addition to indicating the doctoral affiliation of UNIMIB, must mention the support of the research activity by .................... and cite the authors in accordance with the regulations in force

**Article 11**

For this AGREEMENT, the "CONFIDENTIAL INFORMATION" means all information, provided in tangible form, including, but not limited to, deeds, documents, drawings, product samples, data, analyses, reports, studies, graphic representations, drawings, evaluations, reports relating to technology and production processes, models, tables, owned by the Funding Body or UNIMIB exchanged between the Parties and/or communicated to the PhD student, in writing or physically transmitted and in any case all identifiable in models or other forms bearing the wording "Confidential", which may be used in the context of this Agreement.

The Parties undertake to have the PhD student sign the following commitments, under their personal responsibility:

* treat as reserved and confidential the information received from UNIMIB and the Funding Body in the execution of this AGREEMENT and related to the achievement of the PhD degree;
* not to reproduce and use the CONFIDENTIAL INFORMATION that will be provided and/or disclosed and/or acquired as part of the PhD Project for purposes other than obtaining the PhD title;
* treat CONFIDENTIAL INFORMATION in a reserved and confidential manner in contexts and occasions other than training and research activities relating to the PhD Project;
* use the CONFIDENTIAL INFORMATION exclusively in the context of the PhD Project, for the achievement of the PhD title;
* recognize, in the context of the PhD thesis in which the results are specified and/or cited the ownership of the same by the legitimate owners, and the relative moral rights of the author/authors;
* not to publish the results without the prior consent of the Funding Body Tutor and the University Tutor;
* not to publish or disclose in any form and at any time the content of any telematic supports shared as part of the training course.

Each Party to this Agreement also undertakes to treat as reserved and confidential and not to disclose to third parties the CONFIDENTIAL INFORMATION provided by the other Party, as part of the activities relating to the PhD Project, limiting the dissemination of CONFIDENTIAL INFORMATION within its organization only to those whose duties justify knowledge of the same.

In the event of a joint decision by the Parties to legally protect in whole or in part the results achieved under this Agreement, the Parties undertake to postpone any publications concerning these results, for the time necessary to complete the necessary legal protection procedures (e.g., filing of a patent application).

If the PhD student decides to renounce the PhD, the Parties will undertake to have the PhD student return the CONFIDENTIAL INFORMATION provided in tangible form, owned by the Funding Body or UNIMIB and communicated in writing or physically transmitted and in any case all identifiable in models or other forms that carry the wording "Confidential", which the PhD student used during the PhD program, undertaking the same to maintain the confidentiality of the same CONFIDENTIAL INFORMATION for at least 3 (three) years from the date of withdrawal from studies.

The Parties to this Agreement will not be liable for any damages that may arise from the violation of the CONFIDENTIAL INFORMATION outlined in this Agreement if it is proved that such a violation has occurred despite the use of diligence of the good father of a family.

The Parties agree as of now that any claims for damages deriving from the violation of the provisions of this article may not, in any case, be subject to compensation for an amount greater than the consideration provided for in this agreement.

**Article 12**

The Parties undertake to process personal data relating to this agreement in accordance with the provisions of EU Regulation no. 2016/679.

The Parties mutually declare that they are informed (and, to the extent of reason, expressly consent) that the "personal data" provided, for the purposes of this agreement, will be processed exclusively for the purposes of the Agreement itself, through the operations described in art. 4.2 of the GDPR (EU Regulation 2016/679), aware that failure to provide it may result in the failure or partial execution of the agreement. Furthermore, said data may be processed for statistical purposes, with exclusive treatment in an anonymous form, through communication to public subjects, when they request it, for the pursuit of their institutional purposes, as well as to private subjects, when the purpose of the request is compatible with the institutional purposes of the UNIMIB.

In particular, it is specified that:

1. the categories of people interested in the treatment are students, professors, and researchers;
2. the purpose of the processing of personal data is exclusively the performance of the activities provided by this Agreement;
3. the Parties undertake to process personal data exclusively for the aforementioned purposes;
4. the Parties undertake to adopt all suitable measures to guarantee the security of data processing and an adequate level of protection of the personal data transferred pursuant to EU Regulation no. 2016/679;
5. the Parties undertake to ensure compliance with the obligations of following up the applications for the exercise of the persons concerned (right of access, right of rectification, right of cancellation);
6. the Parties, as data processors, undertake to inform the data controller within 24 hours of knowledge of the violation of personal data with notification according to the terms indicated in art. 33, paragraph 3, EU Regulation no. 2016/679.

This Agreement takes effect from the date of the last signing and duration equal to that of the PhD Program in question, starting from the academic year 2023/2024.

**Article 13**

This Agreement is effective from the date of last signing and has the same duration as that of the Doctoral Program in question, starting from the academic year 2023/2024

**Article 14**

This Agreement is not subject to stamp duty pursuant to art. 1, paragraphs 353 and 354 of Law no. 266 and is subject to registration by and at the expense of the requesting party if used according to the D. P. R. April 26, 1986, no. 131 and subsequent amendments

**Article 15**

This Agreement is governed by Italian law. The Parties undertake to settle amicably any dispute that may arise from the interpretation, application, and/or validity of this Convention. If it is not possible to reach an amicable settlement of the dispute, the aforementioned disputes will be referred to the exclusive jurisdiction of the Court of Milan.

Milan,

For………………… .., (*date of digital signature*)

*Digitally signed pursuant to art. 24 of Legislative Decree 82/2005*

For the **University of Milan-Bicocca,** (*date of digital signature*)

The Chancellor

Giovanna IANNANTUONI

*Digitally signed pursuant to art. 24 of Legislative Decree 82/2005*

**Annex 1 (Abstract of the project)**