**FUNDING AGREEMENT FOR N. …. SCHOLARSHIP(S) FOR THE PHD PROGRAM IN “.................................................”, CURRICULUM……………”**

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

**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**

* the Funding Body and UNIMIB have among their primary purposes the elaboration and transmission of scientific, technological, and artistic knowledge as well as the cultural preparation of students;
* UNIMIB activates for the academic year 2023/2024 the PhD program in "......................................” lasting three / four *years [select three or four years depending on the duration of the course]* (hereinafter "PhD program");
* The PhD program is the highest level of training in the order of university studies, intended to produce a training product of high cultural qualification that develops professional figures capable of carrying out research activities and covering high-profile positions in the field of industrial and service enterprises, public bodies and universities;
* The Funding Body, interested in the caring out and development of research activities in the field of ……………………………, has expressed the will to activate a collaboration with UNIMIB aimed at supporting and strengthening the activities of the aforementioned PhD program;
* UNIMIB and the Funding Body are interested in the implementation of a research project on the following topic: ………………………………………. (hereinafter referred to as “PhD Project”), as set out in ANNEX 1, which forms an integral and substantial part of this AGREEMENT;

**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 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.

**Article 2**

The Funding Body undertakes to pay UNIMIB 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:

1. the amount of the scholarship € 16.243,00 (D.M. 247 - 23.04.2021)
2. the separately managed INPS (social security), contribution corresponding to 23,35% of the amount (equal to € 3.792,74)
3. 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 Funding Body also undertakes to pay UNIMIB:

1. the increase, to the extent of 50% of the scholarship amount, for the PhD student's period of stay abroad for a maximum of 12 months *(raised to 18 months if the PhD student beneficiary of the scholarship activates a co-tutorship for the double doctoral degree with a foreign university or in the case of doctoral programs activated in associated form)*
2. 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:

* for the first year: € 20.035,74 + € 1.624,30 (research budget), for a total amount of € € 21.660,04 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: € 20.035,74 + € 1.624,30 (research budget), for a total amount of

 € 21.660,04 by 28 February 2024;

* for the third year: € 20.035,74 + € 1.624,30 (research budget), for a total amount of

€ 21.660,04 by 28 February 2025.

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.

*(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).*

**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.

The sums referred to in Article 2 of this Agreement already paid and possibly not used will be reinvested by UNIMIB, according to the Regulations for PhD Programs, for the funding of PhD courses. Alternatively, and within the limits of current legislation, at the request of the Funding Body, these sums may be returned to the Funding Body in a manner specifically agreed between the Parties.

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 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 7**

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 8**

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 9**

The intellectual property of the research results deriving from the activities carried out by the PhD student under this Agreement belongs to the PhD student himself, in compliance with the legislation in force and with the regulations on the intellectual property of the Parties. If .................... and UNIMIB are joint owners of the results achieved under this Agreement, they will agree in good faith, through subsequent agreements, on the methods of protection and use of the same, also for any patenting and commercial exploitation, the moral right of the PhD student and of any other authors of the invention to be recognized as inventor / s remains unaffected. Any publication of the results of which ...... and UNIMIB were joint owners will be agreed in advance between the Parties.  All scientific publications possibly produced by the PhD student and derived from the activity carried out within the PhD cycle, in addition to indicating the affiliation to the UNIMIB PhD, must mention the support for the research activity by ....................... and cite the authors under current legislation.

**Article 10**

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 11**

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.

**Articolo 13**

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

**Articolo 14**

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)