



Regione Toscana



UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO

FORM

CONTRACT FOR THE EXTERNAL FUNDING OF A SCHOLARSHIP FOR THE PH.D. COURSE

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IN- CYCLE

BY AND BETWEEN

..... (name of the funder) Tax Code / VAT number with registered office at
..... (hereinafter referred to as the "FUNDER") represented by as
.....

AND

the University, Tax Code / VAT numberwith registered office in
..... (hereinafter referred to as the "UNIVERSITY") represented by the current Rector
....., born in on, for his office domiciled at the UNIVERSITY
individually referred to as the "PARTY" and jointly as the "PARTIES".

WHEREAS

- a) the UNIVERSITY activates (or plans to activate) the PhD Course in cycle - academic year (hereinafter the "COURSE"), with a duration of 3 years;
- b) the PhD is the highest level of training in the university education system, pursuing a highly qualified cultural training that develops professionals capable of carrying out research activities and holding high-profile positions in the industry, public sector and academia;
- c) The FUNDER is interested in the performance and development of research activities in the scientific fields for which the COURSE has been activated with particular reference to the following subject
- d) Article 4(6) of Law no. 210 of 3 July 1998 and Article 7(7) of the MIUR Decree no. 224 of 1999 allow universities to enter into contracts for the funding of PhD scholarships with public and private entities meeting high cultural and scientific qualification requirements;
- e) by the note of (Annex A), received by the UNIVERSITY on, the FUNDER has expressed its willingness to fund a scholarship to allow the admission and attendance to the COURSE of a candidate who has been favourably ranked in the ranking list to develop research on specific issues concerning in particular
- f) the UNIVERSITY has approved the signing of this contract (hereinafter referred to as the "CONTRACT") at the meeting of the Board of Directors of (or the Director will present

this contract for ratification by the Board of Directors at its next meeting - REFERENCE TO THE UNIVERSITY'S APPROVAL MEASURES).

THE PARTIES AGREE AND STIPULATE AS FOLLOWS

Art. 1 Recitals and Annexes

1.1. The recitals and annexes to the CONTRACT form an integral and substantial part thereof and shall be binding in its interpretation and implementation.

Art. 2 Definitions

2.1. Terms used in capital letters in the CONTRACT shall have the meaning specified by the CONTRACT.

2.2. "PHD STUDENT" means the recipient of the scholarship financed under the CONTRACT.

2.3. "FINANCED SCHOLARSHIP" means the scholarship for the admission and the attendance of the COURSE financed by the FUNDER, additional to the ordinary scholarships funded by the ministerial budget of the UNIVERSITY and having as subject the specific research themes mentioned in point e) of the recitals;

2.4. "BACKGROUND" means all the knowledge, information, as well as any tangible and intangible asset, protected and not, pursuant to national, community and international laws on intellectual and industrial property, owned or co-owned by a PARTY before the awarding of the FINANCED SCHOLARSHIP and made available for the performance of the COURSE. The list of the mutual BACKGROUND shall be provided in the technical annexe (Annex B) prior to the signature of the CONTRACT.

2.5. "SCHOLARSHIP RESULTS" means all the knowledge, information, as well as any tangible and intangible asset, protected and not protected under national, EU and international intellectual and industrial property laws, created or otherwise achieved by the PHD STUDENT during the COURSE and by reason thereof.

2.6. "SIDEGROUND" means all knowledge, information, as well as any tangible and intangible asset that is protectable under national, EU and international intellectual and industrial property laws, created or otherwise achieved by a PARTY during the COURSE, but not in the execution of the FINANCED SCHOLARSHIP, even if it is in the same technical or scientific field of the subject matter of the

FINANCED SCHOLARSHIP. By way of example only, the SIDEGROUND may include intangible assets dependent on or derived from the SCHOLARSHIP RESULTS.

2.7 "CONFIDENTIAL INFORMATION" means any information, even if including general public domain elements, qualified as "confidential" according to the following paragraph, which a PARTY provides in tangible or intangible form to the other PARTY in the framework of the CONTRACT or to the PHD STUDENT within the COURSE, including but not limited to: deeds, documents, drawings, product samples, data, analyses, reports, studies, graphical representations, elaborations, evaluations, technology or productive process assessments, models, tables including also the SCHOLARSHIP RESULTS. The CONFIDENTIAL INFORMATION transmitted from one PARTY to the other in intangible form, the receipt of which shall be confirmed in writing by the receiving PARTY, shall be expressly identified as such by a stamp/watermark/indication bearing the wording 'Confidential'. CONFIDENTIAL INFORMATION transmitted in tangible form shall be identified either by the express mention of its secrecy or by written notice to the receiving PARTY to be provided by the disclosing PARTY within thirty (30) days after transmission in intangible form. CONFIDENTIAL INFORMATION does not include information for which it can be proved that:

- the information was in the public domain at the time of transmission or subsequently fell in the public domain without breaching this CONTRACT;
- the information was available to the recipient PARTY before the closing of the CONTRACT or is later developed independently by the recipient PARTY or disclosed to it by third parties who [apparently] have the right to do so;
- a statute, court decision or administrative act compels to disclose provided that the PARTY involved notifies the other PARTY before the disclosure so that the PARTIES consult each other and agree on the timing and content of any disclosure limited to the requirements of the relevant law, court decision or administrative act.

Art. 3 Subject matter of the CONTRACT

3.1. Considering the FUNDER's commitment in Annex A, the UNIVERSITY undertakes to add scholarship to those provided with its funding for the COURSE. This FINANCED SCHOLARSHIP shall be allocated using the ranking list of the call for applications for admission to the COURSE, without prejudice to the number of places advertised and until these are filled. In order of ranking, successful candidates will opt for the ordinary UNIVERSITY scholarship or the FINANCED SCHOLARSHIP. Following the allocation of all the UNIVERSITY scholarships, the FINANCED SCHOLARSHIP will be

awarded to the first candidate in the ranking order. After the call for applications, the UNIVERSITY shall inform the FUNDER of the name of the recipient of the FINANCED SCHOLARSHIP.

3.2. Concerning the rules governing the call for applications, the running of the COURSE and the obligations of those enrolled in the COURSE, express reference is made to the regulations in force on the subject, in particular to Law no. 240/10 and subsequent amendments and additions, to the Ministerial Decree MUR of 14/12/2021 number 226 and the UNIVERSITY Regulation on PhD courses. (OPTIONAL For the evaluation of the applicants competing for the FINANCED SCHOLARSHIP, the FUNDER may appoint one of its representatives, being an expert in the subject matter of the research topic of the FINANCED SCHOLARSHIP, as a member with/without voting rights of the committee for admission to the COURSE).

Art. 4 Funding of doctoral scholarships

OPTION A - LUMP SUM PAYMENT

4.1. In return for the activation of the additional PhD position referred to in Article 3, the FUNDER shall pay the UNIVERSITY an amount equal to, in addition to any INPS rate increase, as detailed below:

Summary table academic year 2022-2023	Amount	Remarks
Three-year PhD scholarship	€ 48.729,00 (i.e., € 16.243,00 yearly)	(A) Amount needed to provide the scholarship under Ministerial Decree no. 247 of 2022
2022 INPS rate 23,35% on the PhD scholarship amount	€ 11.378,22 (i.e., € 3.792,74 yearly)	(B) Art. 2(26) law no. 335 of 95
50% Increase for an actual research stay abroad (travels)	€ 12.182,25 for 18 months	(C) the maximum amount for research stay abroad lasting less than half of the entire COURSE duration, with a

		refund of the unused balance pursuant to Art. 9(3) Ministerial Decree no. 226 of 2021
2022 INPS rate 23,35% on the research stay budget	€ 2.844,55 for 18 months	(D) Art. 2(26) of law no. 335 of 95
Personal research budget, minimum of 10% of the PhD scholarship	€ 4.872,9 (≈ € 1.624,3 yearly)	(E) Art. 9(4) Ministerial Decree no. 226 of 2021
If applicable: COURSE operating fee	(e.g., 10% of the financed scholarship ≈ € 4.872,90)	(F) UNIVERSITY overhead fee
Total financing amount	€ 84.879,82	Maximum amount

4.2. The FUNDER shall pay the sums referred to in this article as follows:

(i) The payment of the total amount for each additional scholarship, equal to, shall be made by bank transfer to the UNIVERSITY's bank account code IBAN BIC SWIFT specifying in the reason for payment "ADDITIONAL SCHOLARSHIP - PhD" [OR for private entities resident in Italy through the pagoPA System] within 30 (thirty) days from the closing of the CONTRACT.

ii) The FUNDER agrees to pay to the UNIVERSITY the contributions related to any adjustments for the increase of the INPS rate, the rise in the amount of the grant and/or for higher applicable charges within 30 (thirty) days from the receipt of the relative request via PEC by the UNIVERSITY. The increase in the contributions shall take effect from the same date from which the increases established for university-funded scholarships shall take effect.

OPTION B - PAYMENT IN ANNUAL INSTALMENTS PLUS SURETY BOND

4.1. In return for the activation of the additional PhD position referred to in Article 3, the FUNDER shall pay the UNIVERSITY an amount equal to, in addition to any INPS rate increase, as detailed below:

Summary table academic year 2022-2023	Amount	Remarks
PhD scholarship per each year	€ 16.243,00	(A) Amount needed to provide the scholarship under Ministerial Decree no. 247 of 2022
2022 INPS rate 23,35% on the yearly PhD scholarship amount	€ 3.792,74	(B) Art. 2(26) law no. 335 of 95
Personal research budget, minimum of 10% of the PhD scholarship	€ 1.624,3	(C) Art. 9(4) Ministerial Decree no. 226 of 2021
If applicable: COURSE operating fee	(e.g., 10% of the yearly financed scholarship, i.e., € 1.624,3)	(D) UNIVERSITY overhead fee
Total amount per each year	€ 23.284,34	
50% Increase for an actual research stay abroad (travels)		DM n. 226/2021 art. 9
Maximum increase amount	€ 12.182,25 for 18 months	(E) the maximum amount for a research stay abroad lasting less than half of the entire COURSE duration, with a refund of the unused balance pursuant to Art. 9(3) Ministerial Decree no. 226 of 2021
2022 INPS rate 23,35% on the research stay budget	€ 2.844,55 for 18 months	(F) Art. 2(26) of law no. 335 of 95
Total research stay increase	€ 15.026,80	To be paid close to research stay departure upon request of the UNIVERSITY
Total financing amount (x3 yearly amount + research stay increase)	€ 84.879,82	Maximum amount

4.2. The FUNDER shall pay the sums referred to in this article in 3 instalments by bank transfer to the UNIVERSITY bank account code IBAN BIC SWIFT

specifying in the reason for payment "ADDITIONAL SCHOLARSHIP - PhD " [OR for private individuals resident in Italy through the pagoPA system]. The first instalment equal to for each additional scholarship must be paid within 30 days from the closing of the CONTRACT. The following two instalments equal to for each additional grant must be paid in the same way by 30 September of each year following the first (i.e., 30 days before the beginning of each academic year) or in any case within the deadline indicated by the UNIVERSITY in the appropriate request for payment.

4.3. The FUNDER undertakes to pay to the UNIVERSITY the contributions relating to any adjustments for the increase of the INPS rate, the rise in the amount of the grant and/or for greater applicable charges within 30 (thirty) days from the receipt of the relative request via PEC by the UNIVERSITY. The increase in the contributions shall take effect from the same date from which the improvements established for university-funded scholarships shall take effect.

4.4. To guarantee the financing of the second and third year of the scholarship and the scholarship increase for the abroad research stay, the FUNDER shall stipulate in favour of the UNIVERSITY an irrevocable surety bond by a bank or insurance company, for an amount equal to for each scholarship financed and with a duration equal to the duration of the COURSE. The surety bond, constituting Annex D of the CONTRACT, provides for the obligation of the guarantor to pay the amounts requested within 15 days, upon simple written request of the UNIVERSITY without the possibility of making reservations and exceptions and with express waiver of the benefit of prior enforcement of the principal debtor. Upon the request of the FUNDER, the surety bond shall be progressively released after the payment of each instalment of the sum guaranteed in relation to the amount paid to the UNIVERSITY.

TO BE INCLUDED AFTER THE OPTION CHOSEN

4.X. The PARTIES shall agree on the procedures for the use or return of the sums paid if the scholarship is not awarded or if the PHD STUDENT withdraws from the COURSE or is excluded from it by the Academic Board.

Article 5 Scientific and educational cooperation

5.1. The UNIVERSITY shall retain responsibility for the training of the PHD STUDENT, it being understood that the training activity shall be agreed upon between the PARTIES. To this end, the FUNDER shall provide one of its employees as co-supervisor of the PHD STUDENT in addition to the university supervisor designated by the UNIVERSITY.

5.2. The co-supervisor may be invited to participate, without voting rights, in the COURSE'S Academic Board meetings to examine the progress of the PHD STUDENT'S ongoing research. The Assessment Committee for the final examination and award of the PhD title to the PHD STUDENT shall also include an expert in the subject matter of the research topic identified by the FUNDER.

5.3. The PHD STUDENT who will benefit from the FINANCED SCHOLARSHIP will develop their training and research path within the scope of the topics of interest of the FUNDER, mainly at the UNIVERSITY's facilities or, with the agreement of the FUNDER, at the latter's premises. The activity carried out outside the UNIVERSITY shall follow what is foreseen in the research development plan prepared for this purpose by the Academic Board in agreement with the university supervisor and the company co-supervisor (Annex D).

Art. 6 Rights and duties of the PHD STUDENT

6.1. The PHD STUDENT shall draft and provide the FUNDER with the documents relating to the progress of their doctoral research envisaged in the research development plan (see Annex D). In addition, the PHD STUDENT undertakes to prepare a final report for the FUNDER describing all the research carried out and the SCHOLARSHIP RESULTS.

6.2. The PARTIES undertake to have the PHD STUDENT sign, under their responsibility, the following commitments

- not to reproduce and use for purposes other than the performance of the COURSE the CONFIDENTIAL INFORMATION that will be provided, disclosed or acquired in the course of it;
- to recognise, in the context of the doctoral thesis in which the SCHOLARSHIP RESULTS are disclosed or cited, the ownership of the same by their legitimate owners and the related moral rights of the author/authors;
- not to publish the SCHOLARSHIP RESULTS without the prior consent of the supervisor and co-supervisor;
- the express acceptance of the application to them of the clauses contained in the CONTRACT and the University Regulations on Inventions with specific regard to industrial property (see ANNEX E - Declaration of commitments of the PhD student).

Art. 7 Intellectual Property and Ownership of the SCHOLARSHIP RESULTS

7.1. The PARTIES cannot use any name, trademark, or other distinctive sign of the other PARTY for advertising purposes or any other marketing activity, except with its prior written consent. Nevertheless, the PARTIES mutually acknowledge each other's freedom to publicly disclose the scholarship's financing by the FUNDER.

7.2. The BACKGROUND of a PARTY is and shall remain the property of the PARTY. The CONTRACT and its performance shall not imply any assignment or license for commercial exploitation of any intellectual property rights for the other PARTY's BACKGROUND.

7.3. Notwithstanding paragraph 7.2. hereof, each PARTY hereby grants to the other PARTY, for the duration of the CONTRACT, a free, non-exclusive, worldwide, non-revocable and non-transferable licence to use the BACKGROUND insofar as such use is necessary for the performance of the COURSE and expressly forbids to sublicense or transfer in any way such right to any third party. Whether the use of a PARTY's BACKGROUND is necessary for the commercial exploitation of the other PARTY's SCHOLARSHIP RESULTS, the PARTIES undertake to negotiate a written licence on fair, reasonable and non-discriminatory terms which shall not be unreasonably withheld.

7.4. The SIDEGROUND, if any, shall belong to the PARTY that generated it. If the SIDEGROUND results from the substantial and inseparable contribution of both PARTIES, as evidenced by the presence among the inventors of personnel belonging in various capacities to both PARTIES, the ownership of the SIDEGROUND shall be joint between the PARTIES in proportion to the individual inventive contribution. In case of such a joint SIDEGROUND, the PARTIES undertake to establish in a separate and specific written agreement the ownership shares, the terms for exercising the relevant intellectual property rights and the consequent exploitation rights, agreeing on the way the joint ownership shall be exercised. The FUNDER shall have the right of pre-emption for the purchase and/or for the non-exclusive/exclusive (OPTION UP TO THE PARTIES) license to use the UNIVERSITY'S SIDEGROUND, on equal terms with those offered to third parties by means of public tenders. The FUNDER may exercise such pre-emption right within days from the written communication by the UNIVERSITY of the third party's proposal and offered conditions.

OPTIONS ON THE OWNERSHIP OF THE SCHOLARSHIP RESULTS

OPTION A - Exclusive ownership by the UNIVERSITY and option right of the FUNDER

7.5. In case of achievement of SCHOLARSHIP RESULTS, without prejudice to the inalienable moral right of authorship of the PHD STUDENT, the ownership thereof shall be that of the UNIVERSITY, which may proceed with the filing or registration of industrial property rights on them in its name and at its own expense, acquiring exclusive ownership thereof and nothing being due to the FUNDER.

7.6. It is understood that the FUNDER shall be adequately informed of the SCHOLARSHIP RESULTS within 30 days of their achievement and may express, within 45 days of the communication by the UNIVERSITY, its interest in the acquisition of patrimonial rights over them. In the case of its timely interest, the FUNDER may exercise an option right to acquire for consideration the UNIVERSITY's property rights in the SCHOLARSHIP RESULTS under the following conditions:

- a. the FUNDER shall have the right to write the patent application, with the support of the PHD STUDENT and any other inventors belonging to the UNIVERSITY;
- b. the UNIVERSITY shall be the exclusive owner of the patent and shall designate the PHD STUDENT and the other possible inventors as inventors;
- c. the UNIVERSITY shall, within three months from the filing of the priority application, start the procedures for the assignment of its ownership to the FUNDER;
- d. the FUNDER will bear all filing costs and any subsequent charges related to the patent prosecution, extension and maintenance;
- e. the FUNDER will pay the UNIVERSITY a market price for each industrial property right transferred.

7.7. In the event of disagreement on the consideration, it shall be determined by an arbitrator appointed by the PARTIES by mutual agreement or, in default, by the President of the Court of The arbitrator shall decide the consideration based on the actual economic market value of the patent to be transferred. Beyond said amounts, nothing shall be owed to the UNIVERSITY and the inventors by the FUNDER for the SCHOLARSHIP RESULTS in which the FUNDER has expressed an interest.

OPTION B - Joint deposit and exclusive licence or assignment to the FUNDER within 18 months

7.5. In the case of SCHOLARSHIP RESULTS, it is understood that the PARTIES shall promptly, and in any case within 30 days of their achievement, give each other adequate notice thereof and shall express to the other PARTY by written communication their interest in the protection thereof. The PARTY expressing its interest in obtaining the industrial property right shall reply in writing within (recommended 60) days from the communication of the SCHOLARSHIP RESULTS and shall cooperate with the requesting PARTY in the drafting and filing of the application. The ownership of the exclusive right shall be joint; the PARTIES shall defer to a subsequent agreement the definition of their ownership shares as well as of the management aspects regarding the maintenance and extension of the industrial property. [OR: The ownership of the industrial property shall be jointly held in the proportion of 50% to the FUNDER and the other 50% to the UNIVERSITY]. Whether a PARTY does not follow up on the

communication of the SCHOLARSHIP RESULTS within the agreed term or expresses its disinterest in obtaining an industrial property right, the other PARTY may proceed with its filing in its exclusive name.

7.6. Concurrently with the joint filing of the intellectual property rights for the SCHOLARSHIP RESULTS, the UNIVERSITY shall grant the FUNDER an exclusive licence (*either with term or without term*), for consideration, non-transferable and *with/without (condition at the TTO's choice)* the right to sub-licence its ownership share, by a separate deed to be signed after the joint filing and in any case no later than days from it. In consideration of the exclusive licence, the FUNDER shall bear all filing or registration costs of the intellectual property rights as well as all subsequent charges related to their maintenance and possible extension.

OR

7.6. The UNIVERSITY undertakes as of now to assign to the FUNDER its share of ownership over the SCHOLARSHIP RESULTS, including the related priority rights, in exchange for the payment of an invention fee of € for each intellectual property right filed or registered. In turn, the FUNDER, who shall bear all the costs of filing, registering, and maintaining the rights on the SCHOLARSHIP RESULTS, undertakes to purchase from the UNIVERSITY the aforesaid share of the SCHOLARSHIP RESULTS and also promises and undertakes to pay the invention fee as agreed upon above at the time of the relevant contract. The deed of assignment shall be stipulated within 18 months from the first filing or registration of intellectual property rights to the SCHOLARSHIP RESULTS at the simple request of either PARTY and shall be transcribed after the publication of the industrial property rights in the registers of the relevant Intellectual Property Offices where the deposit took place at the FUNDER's expense. A penalty of €..... shall be imposed on the PARTY in default of the promise of transfer. The invention fee of € shall also be paid if the FUNDER decides not to activate patent protection on the SCHOLARSHIP RESULTS, opting for their protection by trade secrets.

OPTION C) FUNDER's exclusive ownership of the SCHOLARSHIP RESULTS

7.5. Due to the Research Development Plan (Annex D), the fact that the PHD STUDENT is active on the premises of the FUNDER and is part of its research group, and that the FUNDER covers all the costs of the research carried out, the exclusive ownership of all property rights over the SCHOLARSHIP RESULTS shall be held by the FUNDER, which shall pay the UNIVERSITY a total extraordinary indemnity of € Moreover, for the filing of an application for an international patent or utility model or an application for the international extension of a priority application/priority already filed at the national level, the FUNDER shall grant the UNIVERSITY a further total indemnity/total award

equal to €..... Finally, for the granting of each patent or utility model deriving from the same priority/priority application, the FUNDER shall pay the UNIVERSITY an additional total indemnity/prize equal to €.....

TO BE INSERTED BELOW THE CHOSEN OPTION CONTINUING THE NUMBERING

7.X. It is understood that the UNIVERSITY shall enjoy the right of free and perpetual use of SCHOLARSHIP RESULTS for scientific and educational purposes as well as any further use agreed upon with the FUNDER, subject to the limits of the existing confidentiality obligations and provided that the use does not jeopardise the relevant industrial property rights.

7.X. If the FUNDER subsequently decides not to maintain the industrial property right, it shall promptly inform the UNIVERSITY, which shall have the right to acquire, free of charge, the FUNDER's ownership share.

Art. 8 Confidentiality obligations

8.1. The PARTIES undertake to maintain the confidentiality of all CONFIDENTIAL INFORMATION exchanged, received, or obtained in the framework of the activities related to the COURSE, taking all measures they respectively take to treat and protect their CONFIDENTIAL INFORMATION of the same nature and limiting its diffusion within their organisation only to those persons whose tasks justify the knowledge thereof. The confidentiality obligations as set out in the CONTRACT shall survive for 3 (three) years [*assess the adequacy of the term*] from the CONTRACT's termination date.

8.2. In case the PHD STUDENT withdraws from the PhD, the PARTIES shall require the PHD STUDENT to return any CONFIDENTIAL INFORMATION provided in tangible form, owned by the FUNDER or the UNIVERSITY, that the PHD STUDENT has used during the COURSE, obliging them to maintain the confidentiality of the same CONFIDENTIAL INFORMATION for at least 3 (three) years from the date of the withdrawal.

Art. 9. Publications and discussion of the doctoral thesis

9.1. Each PARTY shall not publish, or present SCHOLARSHIP RESULTS or information derived from the COURSE without the prior written consent of the other PARTY, which shall not be unreasonably or unreasonably withheld. A PARTY intending to make a publication or disclosure shall solicit by written request attached to a copy of the relevant documents the other PARTY's consent at least 30 days prior to the date scheduled for publication or disclosure. Within 30 days after receipt of the content to be published, the receiving PARTY shall respond in writing verifying that the relevant documents comply

with applicable data protection laws, do not contain any CONFIDENTIAL INFORMATION belonging to it or otherwise affect the legal protection of its BACKGROUND, SIDEGROUND or SCHOLARSHIP RESULTS. After the expiry of the 30 days for replying, authorisation shall be deemed to have been granted. If the document contains CONFIDENTIAL INFORMATION, the authorisation may require its omission, modification, and replacement with the words "[omissis]".

9.2. If one PARTY's request for publication affects the filing of patent applications or the registration of other industrial property rights in the BACKGROUND, SIDEGROUND or SCHOLARSHIP RESULTS of the other PARTY, the PARTIES hereby agree to postpone publication until ninety (90) days after receipt of the results of the verification of the substantive requirements for obtaining any titled industrial property rights.

9.3. The PARTY that intends to publish or present SCHOLARSHIP RESULTS or information deriving from the COURSE obtained separately and under its exclusive ownership shall give prior notice thereof to the other PARTY for information purposes only. However, no prior authorisation or communication is required for the publication of research whose content is already in the public domain, including applications for industrial property rights already published.

9.4. The PARTIES undertake to specify in the publications, reports and documents made public that the SCHOLARSHIP RESULTS arose from the collaboration between the FUNDER and the UNIVERSITY.

9.5. The FUNDER may request the secrecy of the PHD STUDENT's thesis to protect its industrial property rights, allowing only the members of the Assessment Committee to attend the defence of the thesis. In this case, the members of the Assessment Committee shall sign a confidentiality agreement with the FUNDER regarding the subject of the thesis, specifying the duration of secrecy up to a maximum of eighteen months. *[OR In this case, at the time of the thesis discussion, the right of priority over the industrial property rights of the FUNDER shall already have been secured].*

9.6. The secrecy of the thesis may be requested by the PHD STUDENT, with the favourable opinion of the supervisor and co-supervisor, for a maximum duration of twelve months if the thesis has been submitted to a publisher and is awaiting publication or if the FUNDER has rights on the thesis or its publication.

9.7. The request for secrecy by the FUNDER or PHD STUDENT shall entail an embargo on the thesis, which shall not be consultable by third parties for twelve (12) months, renewable, by reasoned request, by a further six (6) months. Any additional exceptions to this period may be assessed and possibly granted,

in exceptional and duly justified cases, by the competent bodies, for a maximum period of 3 years from the date of discussion of the thesis.

Art. 10 Safety and employers' liability

10.1. For the requirements of Legislative Decree 81/2008 as amended and supplemented, it is agreed that the PHD STUDENT, while carrying out their activities on the FUNDER's premises, is considered an employee and is therefore required to comply with the obligations outlined in the decree and the internal safety and prevention regulations and provisions defined by the hosting FUNDER.

10.2. The FUNDER is required to apply to the PHD STUDENT the measures for protecting workers' health and safety provided by Legislative Decree no. 81/2008, as amended and supplemented. If the activation of health surveillance is required, it is agreed that the medical examination for the judgement of suitability for the specific PHD STUDENT's job shall be carried out by the competent doctor of the UNIVERSITY.

10.3. In the event of an accident and/or damage to third parties during the performance of the activity foreseen in the CONTRACT, the PARTIES undertake to promptly report the event so that the insurance procedures can be started within the terms provided by law, at the competent institutes (accident/damage report).

Art. 11 Duration

11.1. The CONTRACT shall be effective from the date of the last digital signature and shall remain in force for the entire duration of the COURSE in which the PHD STUDENT is enrolled, including the time necessary for the defence of the doctoral thesis and the recovery for any justified periods of suspension/freezing of the COURSE.

Art. 12 Data processing

12.1. The data provided by the PARTIES will be processed according to the purpose of the CONTRACT, in compliance with the principles of lawfulness, fairness and transparency, data minimisation, accuracy and necessity referred to in Art. 5, paragraph 1 of the General Data Protection Regulation (GDPR). The provision of such data between the PARTIES is compulsory to fulfil all the CONTRACT obligations in any case connected to the execution of the relationship established with this deed.

12.2. The data provided by the PARTIES will be collected and processed, manually, on paper and digitally, through their inclusion in paper and/or computer files and may be communicated only within the structure of the FUNDER and UNIVERSITY for the management of the relationship established by this deed.

12.3. The UNIVERSITY's privacy policy on the protection of personal data of economic operators related to the CONTRACT is available at the following link

12.4. The FUNDER's privacy policy on the protection of personal data of economic operators related to the CONTRACT is available at the following link /OR is attached to the CONTRACT.

12.5. By signing this deed, the PARTIES express their consent to the processing and communication of their personal data in the manner and purposes described above. The data controllers are the UNIVERSITY and the FUNDER, and data protection representatives are the for the UNIVERSITY and for the FUNDER. (OPTIONAL) According to Art. of the UNIVERSITY privacy policy, the UNIVERSITY may use the data of this deed in anonymous form for statistical analysis on the progress of research activities.

Art. 13 Applicable Law and submission clause

OPTION A - Court Resolution

13.1. Italian law applies to the CONTRACT.

13.2. Any and all disputes relating to the formation, validity, binding effect, interpretation, performance, breach or termination of the CONTRACT, if not amicably settled, shall fall under the exclusive competence of the Court of (If the collaboration is with another public body, the Regional Administrative Tribunal has exclusive competence).

OPTION B - Arbitration

13.1. Italian law applies to the CONTRACT.

13.2. Any and all disputes relating to the formation, validity, binding effect, interpretation, performance, breach or termination of the CONTRACT, if not amicably settled, shall be submitted to an arbitrator appointed by mutual agreement or, failing that, by the President of the Tribunal of

OPTION C - Preliminary mediation

13.1. Italian law applies to the CONTRACT.

13.2. Any dispute, controversy or claim arising out of or relating to the CONTRACT and any subsequent modification thereof, including without limitation its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be subject to a preliminary mediation attempt under the rules of the Mediation Body The place of mediation is The language of the mediation is

13.3. If the disputes are not resolved within [60][90] days from the commencement of mediation or if the mediation attempt fails, the disputes shall be submitted to the Court of which shall have exclusive jurisdiction [or such disputes shall be submitted to and finally determined by an arbitrator appointed by mutual agreement or, failing that, by the President of the Court of].

Art. 14 Registration and contractual expenses

OPTION A (FUNDER SUBJECT TO Italian corporate income tax)

14.1. The CONTRACT, signed with a digital signature, is exempt from stamp duty and registration tax pursuant to Article 1, paragraphs 353 and 354 of Law 266/2005, being funds transferred, as a contribution, for the funding of research and shall be registered by the Party having an interest therein.

OPTION B (FUNDER NOT SUBJECT TO Italian corporate income tax)

14.1. The CONTRACT is signed with a digital signature and is subject to registration free of charge pursuant to articles 3 and 55, paragraph 2, of the Legislative Decree No. 346/1990, as it relates to transfers provided for by the above-mentioned provisions aimed at supporting the institutional research activity. Accordingly, the FUNDER carries out registration.

14.2. Stamp duty is due, from the outset, pursuant to art. 2 of the Tariff, Decree of the President of the Republic dated 16/10/1972, number 642, and subsequent amendments and additions, in the amount in force at the time of the stipulation, and is paid in virtual mode by the UNIVERSITY as authorised

Art. 15 Communications

15.1. All communications between the PARTIES relating to the CONTRACT shall take place via PEC at the following addresses

For the UNIVERSITY.....@.....

For the FUNDER.....@.....

Article 16 General Provisions

16.1. The CONTRACT constitutes the entire understanding of the PARTIES concerning the regulation of the ownership of the SCHOLARSHIP RESULTS and the procedures for its protection, and supersedes all contracts, agreements and/or understandings, written or oral, previously concluded and/or reached by the PARTIES concerning the SCHOLARSHIP RESULTS.

16.2. No agreement or arrangement modifying, derogating from, or extending the CONTRACT shall be binding on any PARTY unless made in writing, expressly referring to the CONTRACT and signed by the PARTIES and their respective duly authorised representatives.

16.3. If any provision of the CONTRACT is held invalid, void, or unenforceable, such defect shall not affect the remaining provisions of the CONTRACT. The PARTIES shall be released from their rights and obligations under the conditions declared void, invalid or unenforceable to the extent such rights and obligations are directly affected by such defect. In such cases, the PARTIES shall negotiate in good faith the replacement of the invalid or void provisions with valid and effective ones following the PARTIES' intention.

16.4. In case either PARTY tolerates a behaviour of the other PARTY that may constitute a breach of the provisions of the CONTRACT, this shall not constitute a tacit waiver of the rights deriving from the breached provisions or of the right to require the fulfilment even partially of the terms and conditions set out in the CONTRACT, nor prevent the exercise of any other right or power of the PARTY under the CONTRACT.

16.5. The CONTRACT shall be construed in good faith having regard to the common intention of the PARTIES and the substantial result they have reasonably intended to achieve.

16.6. Neither PARTY may assign the CONTRACT without the prior written consent of the other PARTY.

The CONTRACT is signed electronically, with a digital signature, pursuant to article 24, paragraphs 1 and 2, of the Legislative Decree 82/2005 - Digital Administration Code.

The FUNDER

Place, there

Signature

THE UNIVERSITY

Place, there

Signature

Pursuant to Art. 1341(2) of the Civil Code, the following articles are specifically approved Art. 4 (Funding of doctoral scholarships); Art. 7 (Intellectual property and ownership of the SCHOLARSHIP RESULTS); Art. 8 (Confidentiality obligations); Art. 9 (Publications and discussion of the doctoral thesis); Art. 13 (Applicable law and submission clause).

The FUNDER

Place, there

Signature

THE UNIVERSITY

Place, there

Signature

Attachments:

- a) Letter of Intent from the FUNDER;
- b) Technical annexe on the mutual BACKGROUND;
- c) Surety bond for instalment payment;
- d) Research Development Plan;
- e) Declaration of Commitments of the PhD student recipient of the financed scholarship.

Annexes

Annex A: Letter of Intent of the FUNDER (see point e) of the recitals)

To the Magnificent Rector

Prof.

UNIVERSITY.....

and for its information

To the PhD School

UNIVERSITY.....

To the PhD Course Coordinator at

Prof.

UNIVERSITY.....

RE: Funding of a scholarship for the PhD in Cycle

Notice is hereby given that this organisation/company is willing to fund a three-year PhD scholarship for the attendance of the PhD programme in with the following research topic: ".....".

Pending the formal signing of the CONTRACT and to allow the timely launch of the procedures for the issuance of the call for applications for admission to the PhD programme, I, therefore, confirm the commitment of our Institution/Company to pay in one lump sum (or in annual instalments) the amount of including:

- the amount of € relative to the three-year scholarship as defined by the UNIVERSITY Board of Directors, the INPS social security contributions pursuant to law 335/95 and subsequent amendments, as well as the sums necessary to ensure that each doctoral student has a budget for carrying out research activities in Italy and abroad of an amount not less than 10% of the grant itself, pursuant to art. 9 of Ministerial Decree no. 226/2021.
- a lump sum of € to cover the general expenses associated with the management of the doctoral student and any increases of 50% of the grant for periods of study and research abroad.

Any adjustments to the amount of the scholarship because of increases in scholarships decided by the Ministry of Universities and Research and/or any additional charges will also be borne by the Institution/Company, following communication from the UNIVERSITY.

Looking forward to finalising the agreement by signing the CONTRACT, we send our best regards.

The Legal Representative of the FUNDER

Annexe B: Technical Annex on Mutual Background (see Art. 2.4.)

The PARTIES acknowledge that the BACKGROUND made available for carrying out the FINANCED SCHOLARSHIP is identified as follows:

Background description and ownership details	Limitations or conditions for the use within the performance of the FINANCED SCHOLARSHIP	Limitations or conditions for commercial use
Italian patent no. Owner:	Royalty free licence	FRAND licence
European patent no. Owner Exclusive licensee	Owner's mandatory authorisation	Prohibited
Software SIAE number..... Author Owner	Royalty free licence	Prohibited
Database: Owner	Free use in favour of	FRAND licence limited to the territories of
Trade secret Inventor Owner	Mandatory NDA prior to any disclosure	Prohibited

Annexe C: Surety bond for instalment payment (see art. 4)

- Ref. Academic Year, Doctoral Cycle

To the Magnificent Rector
prof.
UNIVERSITY.....

WHEREAS

- (company name of the funder) fiscal code/VAT number with registered office in (hereinafter referred to as the "FUNDER") represented by in its capacity as has expressed its willingness to enter into a Contract for the activation and financing of a Scholarship for the attendance of the PhD programme in cycle lasting three years.

- the FUNDER, to enable the financing of the Scholarship, undertakes to pay to the University the total sum of €,

- article 4 of the aforesaid CONTRACT provides for the issuance in your favour of a (bank) surety bond to guarantee the above commitment by,

NOW THEREFORE

The undersigned bank/insurance company, (fiscal code.....), with its registered office in, hereby irrevocably pledges itself as surety towards the University up to the maximum and global amount of € with the pre-established expiry date for the year and, for the following years, possibly re-determined based on the provisions of the interventions of the competent legislator, as well as for any greater charges deriving from the provisions of art. 4 of the aforementioned CONTRACT.

It is therefore understood that the undersigned (bank/insurance company) undertakes to pay you, within the above-mentioned limits, within thirty days of your simple request, each annuity and each increase in the grant that you shall indicate as due to you from, waiving the benefit of prior enforcement of the principal debtor and notwithstanding any oppositions by on the sole condition that you produce your written request by registered letter with return receipt indicating the sums that you shall consider as due to you.

This guarantee will be valid until 31/12 of the final year of the course (31/12/..... in the case in question) unless extended due to suspension and/or interruption of the grant in the cases provided for by the regulations and at the request of the University

Annexe D: Research Development Plan (see art. 5.3.)

Name Enrolled in the PhD course in, born in on
..... resident in street n.

Domicile during the period of training and research at the premises of (hereinafter referred
to as "Funder"): street n.

E-mail:

Telephone number:

Contact person for the PhD student's training and research activities at the UNIVERSITY

name address

Contact person for the PhD student's training and research activities at the FUNDER

name address

Period of activity at the FUNDER: from to

The FUNDER has complied with the requirements set out in articles 17 and 28 of Legislative Decree
81/2008:

- YES

- NOT OBLIGED

The areas of activity envisaged for the DOCTOR at the FUNDER, indicated below, involve exposure to
situations of potential health risk, such as to require the activation of compulsory health surveillance:

- YES

- NO

Occupational safety training (State-Regions Agreement of 21.12.2011 - in Official Gazette, General Series
no. 8 of 11.01.2012 - on worker training (Article 37, paragraph 1, letter a) of Legislative Decree 81/2008):

- General training by

- Specific training (by macro sector activity and ATECO CODE) to be paid for by the FUNDER

Title and a brief description of the PhD student's research project:

Educational objectives of the doctoral student during the period of study and research at the FUNDER:

Main training and research topics envisaged during the period of study and research at the FUNDER

Activities envisaged during the period of study and research at the FUNDER and the way they are carried out:

Annexe E Declaration of Commitment of the Doctoral Student with Funded Scholarship (see art. 6.2.)

I, the undersigned born in onfiscal code
Student ID Number.....

WHEREAS

- They are a doctoral student in the PhD course in at the University.....doctoral cycle as well as the beneficiary of the financed scholarship referred to in the Contract between the University and the FUNDER.....;
- Their supervisors are: Prof. for the University and Dr. for the FUNDER;
- They are already subject to the University Intellectual Property Regulation No. (*indicate title and reference of the University Intellectual Property Regulation*)

NOW THEREFORE DECLARES

that they have read and accept the application to them of the contract for the external funding of a PhD scholarship stipulated between the University and the FUNDER, with particular regard to

- the ownership of the results of the scholarship (see art. 7 of the Contract);
- the confidentiality of confidential information (see Article 8 of the Contract);
- the obligations regarding scientific publications and discussion of the thesis (see art. 9 of the Contract);
- the research development plan (see Annex D);

UNDERTAKES

not to communicate, divulge, reproduce or, in any case, make known to third parties in any way or by any means the confidential information of each Party, which shall be used by the same solely for the purpose for which it will be provided or transmitted and, therefore, to guarantee the utmost confidentiality, in compliance with the current legislation on intellectual property and privacy.

Date

Signature of the declarant

For acknowledgement

signature of supervisor

signature of co-supervisor



Regione Toscana



URTT | UFFICIO REGIONALE DI TRASFERIMENTO TECNOLOGICO

Via Luigi Carlo Farini, 8 – 50121

Firenze

urtt@regione.toscana.it