**AGREEMENT TO ACTIVATE AN *EXECUTIVE* PhD PROGRAMME**

The present Agreement (hereinafter referred to as “Agreement”) is stipulated

between:

Politecnico di Torino, hereinafter referred to as “**Politecnico**” or “the University”, fiscal code 00518460019, represented by the Director of the Doctoral School, Prof. ………………, born in ………….. on …………… and authorized signatory of the present Agreement,

and

………….., hereinafter referred to as “…………..” (or “the Company”), fiscal code/VAT number ………….., with registered office in …………………….., represented by …………., born in ……….. on ……….., in his/her position as ……………. and duly authorized to sign this Agreement.

(jointly referred to as **“Parties”**)

**CONSIDERED**

* Ministerial Decree no. 226 of 14th December 2021, “*Regolamento recante modalità di accreditamento delle sedi e dei corsi di dottorato e criteri per la istituzione dei corsi di dottorato da parte degli enti accreditati*”;
* Ministerial Decree no. 301 of 22nd March 2022, “*Nuove linee guida per l’accreditamento dei corsi di dottorato*”;
* Politecnico di Torino’s *Regulations for doctoral programmes*, issued by Rector’s decree no. 1304 of 22th December 2023;

**WHEREAS**

* Politecnico has actived for the …. Cycle the PhD Programme in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the PhD Programme”, with administrative seat at the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Department”);
* Politecnico has published the Call for Applications for admissions to the PhD Programmes of the …. cycle, issued by Rector’s Decree no. …. of ……;
* at the end of the aforementioned competition, ………….. (name of the PhD Candidate) was determined beneficiary of a PhD position within the PhD Programme in ……………. and has successfully completed the enrolment procedure;
* the PhD Candidate has declared during the enrolment to be employee of the Company …………;
* the Company has expressed interest in supporting and funding, within the framework of the PhD Programme, the doctoral program of its employee in the form of an *Executive PhD Programme*;
* the Academic Board of the PhD Programme, in the meeting held on …………., expressed favourably on the proposal of the Company;
* the Parties are driven by the mutual desire to develop scientific cooperation in accordance with the provisions of the current regulations, provided that the guarantees of high cultural and scientific qualification of the proposed doctoral course are safeguarded, along with reciprocity in the provision of resources;
* the Parties agree that the training activities provided by the PhD Programme are consistent with the research and development activities promoted by the Company, and therefore, it is in the mutual interest to activate the *Executive PhD Programme* for the employee .............. to carry out the training and research activities defined in the Training Project (Annex A).

# GIVEN THE ABOVE,

# WHICH IS INTEGRAL PART OF THE PRESENT AGREEMENT,

# THE PARTIES HEREBY AGREE AND STIPULATE THE FOLLOWING:

# Art. 1- Definitions

# *“Background”:* refers to all the knowledge and information, as well as all intangible assets, protected in accordance with national, EU, and international regulations regarding Intellectual and Industrial Property, accomplished or, nevertheless, achieved by a Party before the beginning of the activity covered by this Agreement;

# *“Academic Board”:* the body responsible for the design and implementation of the doctoral programme. It supervises the training activities of the programme; it provides guidance to doctoral candidates through the identification of their supervisors; it verifies the achievement of their educational goals;

# *“Forfeiture”:* a Doctoral candidate is declared forfeited with consequent automatic termination of their academic progress in the following cases: a) failure to enrol in the following year or failure to register for the final examination within the deadlines; b) failure to defend their doctoral thesis at the final examination within the deadlines; c) termination of the employment relationship with the company where the Doctoral candidate is working in the framework of an industrial doctoral programmes or apprenticeship programme for reasons that are attributable the doctoral candidate.

# *“Industrial Property Rights”:* indicates the rules laid down by Legislative Decree no. 30, dated 10th February 2005 and further amendments, namely the “Industrial Property Code” (“Codice di Proprietà Industriale” - C.P.I), concerning brands and other distinctive signs, geographical indications, denominations of origin, works of industrial design, inventions, utility models, topographies of semiconductor products, classified corporate information (know-how) and new plant varieties;

# *"Intellectual Property Rights":* indicates the rules laid down by Law no. 633 of 22nd April 1941 – “Protection of copyright and rights related to its exercise” - and further amendments, concerning works of the mind having a creative character and belonging to literature, music, figurative arts, architecture, theatre, or cinematography, including computer programmes, databases and works of industrial design.

# *"Confidential information":* Any information, data, knowledge, discovery, patentable or non-patentable, know-how, and generally any technical information resulting from both research and design activities, as well as industrial, corporate, economic, commercial, or administrative information of either Party, whether secret, treated as such, and possessing economic value, communicated to the other Party orally, in writing, graphically, on magnetic or electronic media, or in any other form, and identified as 'Restricted' or 'Confidential' by the Party disclosing the information.

# *Training Project:* The training project of the doctoral candidate consists of: a) developing, under the guidance of the Supervisor and one or more co-Supervisors, an individual research program related to a specific disciplinary area among those focused on in the Doctoral Course; b) attending complementary educational activities alongside research;

# *"Results":* indicates all assets, both tangible and intangible, as well as all the knowledge or information arising from carrying out the research activity covered by this Agreement and by reason thereof.

# *“Sideground”:* refers to all the knowledge and information, as well as all intangible assets, protected in accordance with national, EU and international regulations regarding Intellectual and Industrial Property, accomplished or, nevertheless, achieved by a Party during the validity period of this Agreement but not in its execution.

**Art. 2 – Subject**

1. An Agreement is being established between Politecnico and ............. for the activation of an Executive PhD Programme within the PhD Programme in ................ at Politecnico for the employee ............... of the same company.

**Art. 3 – Commitment of Politecnico**

1. Following the nomination of the Academic Board, Politecnico appoints Prof. …………… as the supervisor of the PhD Candidate with the responsibility of continuously supporting the educational and research activities of the PhD Candidate and ensuring its compliance with the Training Project.
2. The Academic Supervisor is the main responsible person and point of reference for the activities carried out by the PhD Candidate and the progress of their research within the Academic Board, which receives the report and judgment of the Supervisor for the admission of the PhD Candidate to the following year or for the final examination.
3. In case of forfeiture or withdrawal of the PhD Candidate, Politecnico undertakes to promptly inform the Company.
4. Upon successful completion of the final examination, conducted according to legal dispositions and the University Regulations, Politecnico will confer the title of Doctor of Philosophy in ……………… to the PhD Candidate.

**Art. 4 - Commitment of the Company**

1. The Company appoints a co-supervisor who collaborates with the Academic Supervisor in managing and monitoring the educational and research activities carried out by the PhD Candidate at the Company.
2. The Company allows the employee to attend the activities outlined in the Training Project and ensures the availability of resources and facilities necessary for the completion of the training and research activities of the PhD Candidate at its premises, without any cost to Politecnico.
3. The employee, while pursuing the *Executive PhD Programme*, continues to receive the salary from the Company.
4. In compliance with the provisions of Article 9, paragraph 4 of Ministerial Decree no. 226 of 14th December 2021, the Company also undertakes to ensure the PhD Candidate the following:
5. the availability of an amount of € 5.656,36 starting from the first year of the course for expenses directly related to the implementation of the training project as outlined in Annex A (e.g., conference registration, purchase of books, publications, etc.)
6. the recognition of travel allowances in case of any periods of stay abroad by the PhD Candidate according to the agreement provisions provided by the Company.
7. The Company takes responsibility for any additional expenses of the PhD Candidate related to the aforementioned training and research activities that require travel outside the candidate's workplace, which should be agreed upon between the Parties.
8. The Company …………… undertakes to pay to Politecnico the total amount of € ……… (………./00), which includes:
* € 15.000,00 (fifteen thousand/00) to cover operating expenses for participation in all training and research activities outlined in the PhD Programme;
* the amount of € …….,00 (…………/00) to cover expenses related to academic tutoring aimed at obtaining the doctoral degree awarded by Politecnico. The amount allocated for tutoring expenses may be increased, only by 20%, in case of further commitment from the Academic Supervisor, as outlined in Annex A of this Agreement, which is an integral part of it (hereinafter "Annex A"). The overall commitment of the Academic Supervisor shall not exceed … (……..) hours over the three academic years[[1]](#footnote-1) of the PhD Programme. Any hours exceeding the initial forecast of ……, but not exceeding ……. nonetheless, must be agreed upon by the Parties in advance, and the corresponding amount must be communicated at least 60 (sixty) days prior to the deadline of the last instalment to facilitate the payment. If additional tutoring beyond … (….) hours are required, the Parties will consider the opportunity to enter into a research contract related to the relevant topics of interest.
* the budget for research expenses of € 5.656,36 as mentioned in the preceding paragraph 4 letter a)[[2]](#footnote-2) of this article.
1. *(For Companies/Institutions residing abroad)*
* *Option 1*: The payment of the sums indicated in paragraph 6 shall be made in one single solution within 30 (thirty) days from the date of signature of the present Agreement by bank transfer to Current Account no. 000002551101 of Politecnico di Torino, opened at Unicredit S.p.A. – Agenzia Torino D’Ovidio (the Politecnico branch), A.B.I. 02008, CAB 01160, CIN N, IBAN IT51 N020 0801 1600 0000 2551 101, SWIFT CODE UNCRITM1AG0.
* *Option 2*: The payment of the sums indicated in paragraph 6 shall be made in …… instalments (maximum three) by bank transfer to Current Account no. 000002551101 of Politecnico di Torino, opened at Unicredit S.p.A. – Agenzia Torino D’Ovidio (the Politecnico branch), A.B.I. 02008, CAB 01160, CIN N, IBAN IT51 N020 0801 1600 0000 2551 101, SWIFT CODE UNCRITM1AG0.

The first instalment shall be paid within 30 (thirty) days from the date of signature of the present Agreement, while the next instalments shall be paid withing 30 (thirty) days from the date of the payment request/debit note issued by Politecnico and sent to the email address ……………………., following the admission of the PhD Candidate to the next year of the Doctoral Research Programme.

**Art. 5 – Doctoral Research Programme**

1. The PhD Candidate's scientific training is the responsibility of Politecnico, with the academic Supervisor being assisted by the Company Co-Supervisor.
2. The programme includes periods of study and/or research at Politecnico, at the Company, and/or at other locations, as detailed in Annex A or subsequently agreed upon between the Supervisor and the co-Supervisor.
3. The research topic agreed upon by the Parties for the aforementioned programme is "\_\_\_\_\_\_\_\_\_\_," as specified in Annex A.
4. The preparation of the doctoral thesis takes place primarily at \_\_\_\_\_\_\_\_\_\_\_\_ under the scientific and methodological supervision of the Supervisor and the co-Supervisor, as detailed in Annex A.
5. The aforementioned doctoral program has a duration of three years, from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_.
6. Each year, the Academic Board, upon receipt of the report on the activities carried out by the PhD Candidate and the assessment of the academic Supervisor, decides on the admission of the PhD Candidate to the next year or to the final examination. If the PhD Candidate is not admitted to the next year or to the final examination, they will be considered withdrawn from the Doctoral Research Programme.
7. The PhD Candidate is admitted to the final examination procedure only if they have fulfilled all the training requirements set by the PhD Programme. According to the current regulations, these requirements include, in particular:
8. attendance of a minimum number of training course hours, determined by the PhD Programme, including mandatory attendance of 40 (forty) hours of training on "soft skills" and 100 (one hundred) hours on "hard skills";
9. Publication of at least one article in recognized journals included in the international databases "Scopus" or "Web of Science";
10. The title of Doctor of Philosophy is obtained upon completion of the doctoral programme following the successful evaluation of a research thesis contributing to the advancement of knowledge or methodologies in the chosen field of study. The final examination is conducted according to the procedures outlined in Politecnico’s Regulations for Doctoral Programmes.

**Art. 6 - Safety**

1. In order to ensure the health protection and safety of the PhD candidate, who is involved in the activity which is object of the present agreement:
2. the Parties undertake, as far as its own competence, to comply with the obligations provided for in Legislative Decree no. 81 of 9th April 2008 and subsequent amendments and additions;
3. the Parties are responsible for the implementation, in their own premises and laboratories, of the measures of prevention and protection of health and safety at work, in accordance with Legislative Decree no. 81 of 9th April 2008 and subsequent amendments and additions;
4. The parties undertake, each within their respective competence, to provide the PhD Candidate with information regarding specific risks present in their respective premises, preventive and protective measures, including emergency procedures and evacuation, training on the correct use of any work equipment used, and appropriate personal protective equipment.
5. the PhD candidate is required to comply with the disciplinary and safety regulations in force at the location where the research activities are taking place, as well as with the provisions of the Prevention and Protection Service.

**Art. 7 – Insurance coverage**

1. For activities carried out by the PhD Candidate on the University’s premises, Politecnico provides the PhD Candidate with insurance coverage for accidents and third-party liability.
2. For activities carried out by the PhD Candidate outside of the University’s premises, the Company provides the PhD Candidate with insurance coverage for accidents and third-party liability under the conditions applicable to its own personnel.

**Art. 8 – Confidentiality**

1. Confidential Information is disclosed solely and exclusively for the purpose of enabling the realization of the research project conducted by the doctoral candidate to obtain the Doctorate as described in Attachement A, therefore it cannot be disclosed to third parties, in whole or in part, directly or indirectly, in any form, by the receiving Party. It cannot be used, in whole or in part, for purposes other than those for which it was provided, without prior written authorization from the providing Party.
2. Each Party undertakes to adequately preserve and safeguard, by all means reasonably deemed appropriate, the Confidential Information of the other Party that it may come into possession of.
3. Under no circumstances shall information be considered Confidential Information if it can be proven that at the time of communication and/or disclosure it is already in the public domain and accessible to experts and operators in the sector, or if it subsequently becomes so by choice of the Party that disclosed it, without the receiving party having violated the obligations of this Agreement or the disclosure of information having been previously and expressly authorized in writing by the Party.

**Art. 9 - Industrial and Intellectual Property Rights**

1. The ownership of Industrial Property Rights on Results, as well as Intellectual Property Rights related to computer programs and works of industrial design resulting from research activities carried out exclusively by the PhD Candidate, possibly jointly with personnel of the Company (Exclusive Results), within the framework of the doctoral research project as described in Annex A, shall belong to the Company.
2. The Parties agree that in the event that Results are achieved during the research activities within the scope of the Doctoral Research Project, also with the contribution of personnel affiliated with Politecnico other than the PhD Candidate (hereinafter "**Joint Results**"), or through the use of equipment owned by the University, the ownership of Industrial Property Rights on such Results, as well as Intellectual Property Rights related to computer programs and works of industrial design, shall belong jointly to the Parties in equal shares and shall be regulated through subsequent separate agreements.
3. The Parties acknowledge that the aforementioned activities shall be reported in the report on the activity planned for the following year, which the supervisor shall annually present to the Academic Board as provided for in the previous Article 5, paragraph 8. It will also be the responsibility of the academic Supervisor and the company co-Supervisor to promptly report the achievement of any Results to the relevant administrative structures.
4. The Parties shall promptly communicate the achievement of Results in order to assess whether Exclusive and/or Joint Results contain patentable inventions and, if they wish, to file corresponding patent applications. In the case of Joint Results, the Parties shall agree on the most appropriate course of action regarding the management of co-ownership rights.
5. Each Party owns the Industrial and Intellectual Property Rights related to its own Background and Sideground. It is understood between the Parties that nothing in this Agreement implies directly or indirectly the assignment of any rights related to their own Background and Sideground.
6. Notwithstanding the provisions of paragraph 4, the Parties mutually acknowledge, on a royalty-free basis, the non-exclusive right to use each other's Background within the scope of the relationship subject to this agreement and for its execution. This right is granted for the sole duration of this agreement, with an explicit prohibition of sublicensing or transfer in any form to third parties.
7. The Sideground of each Party may not be used by the other Party without the express written authorization of the owner.

**Art. 10 - Disclosure of Results and Publications**

1. Each Party may disclose and publish, with the prior consent of the co-owner to whom the proposed text to be published will be submitted, the Results capable of being subject to proprietary rights obtained in the execution of the research activity covered by this agreement, to the extent that such disclosure does not prejudice the possibility of protecting the results and in compliance with the existing confidentiality obligations.
2. The Parties may freely disclose and publish Results that are not capable of being subject to proprietary rights.
3. However, the PhD Candidate’s right to publish their own work and defend their doctoral thesis shall always be guaranteed.
4. The deposit, notification, and reproduction of the thesis shall be carried out in accordance with the provisions of Politecnico.

**Art. 11 – Duration**

The present Agreement has a duration of ... academic years and remains in force until the expiration of the corresponding course of the ... Cycle of the PhD Programme in ........................

**Art. 12 – Disputes**

1. The Parties agree to amicably resolve any dispute that may arise from the interpretation or execution of this Agreement.
2. In the event that an agreement cannot be reached in this manner, the Parties designate the exclusive jurisdiction of Turin as the competent court for any dispute concerning the validity, interpretation, execution, or termination of this Agreement.

**Art. 13 - Registrazione, spese**

1. The present Agreement is subjected to registration free of charge under the art. 55, paragraph 2 and art. 3 of Legislative Decree no. 346 of 31st October 1990, and under art. 1, paragraph 354 of Law no. 266 of 23rd December 2005. The other costs, possibly deriving from the present act, will be charged to .........................
2. For fiscal purposes, the regulations of article 1, paragraph 354 and 355 of Law No. 266/2005 apply to the monetary transfer in favour of Politecnico, being intended for the funding of research activities as a voluntary disbursement.

**Art. 14 – References**

1. Any matter not covered in this Agreement shall be subject to the Regulations of Doctoral Programmes of Politecnico. All aspects of the PhD Programme are governed by the *University Teaching Regulations* and the Call for Applications.

**Art. 15 – Final Dispositions**

1. This Agreement is drawn up electronically and digitally signed,

Turin, ……..

**Politecnico di Torino ……………………..**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

……….-……………. …………. - ………..

**ANNEX A**

TRAINING PROJECT: “*Title*”

* Name of the employee:
* Employee's professional profile:
* Skills to be acquired during the PhD Programme:
* Specialized training provided by the University (specific learning objectives and duration, proposed study plan):
* Title of the research:
* Description of the research project to be developed:
* Management of research activities within the research project (specifying the tools and equipment made available to the PhD Candidate at the University):
* Management of research activities carried out by the PhD Candidate:
* Description of the interim supervision methods for the implementation of the research project:
* Connection methods between the activities carried out by the University and the Company (co-design, coordination, tutoring, characteristics of the proposed resources, organizational methods, and work plans) and the temporal division of activities carried out at Politecnico and at the Company:
* Methods for interim monitoring of the progress of the research activities carried out by the PhD Candidate:
* Quantification of the Academic Supervisor's commitment to supervising the PhD Candidate’s activities:
1. In general, the estimated overall commitment of the supervisor should be proportional to the amount allocated for tutoring based on the minimum hourly cost of personnel for third-party activities. As a rule, it is advisable to consider an annual amount of at least 8.000 euros.

. [↑](#footnote-ref-1)
2. The research budget can alternatively be managed directly by the company, which provides it to the PhD Candidate. In this case, a specific provision in Article 4, paragraph 4, letter a) should be included. This amount is made available to the PhD Candidate directly within the company without transfer to Politecnico. [↑](#footnote-ref-2)