



DISCLAIMER:

The official and legally binding notice is in Italian only.

This document cannot be used for legal purposes and is only meant to provide information in English on the notice for applications (Decree of the Rector n. 575 of 24/07/2020)

Please refer to the official notice published on:

web.uniud.it/ateneo/normativa/albo_ufficiale

Any changes and integrations will be made available on the above mentioned web page. Therefore, no personal written communication shall be provided to applicants about examinations dates, competition results.

Industrial PhDs and advanced level apprenticeships

1 General provisions

The University of Udine undertakes to encourage economic and social development through research and human capital development and to foster interaction between the University, enterprises and external bodies (including public administration) by reserving places on their doctoral courses for employees of third parties, including those on apprenticeship contracts, who are involved in advanced level scientific activities.

Final beneficiaries

Employees involved in advanced level scientific activities in enterprises or other external bodies who, while continuing in their jobs and receiving a salary, follow a course of research and instruction with the aim of receiving a PhD research degree. Employees can also be holders of a high-level apprenticeship contract.

Such employees must be in possession of

a) “Laurea Specialistica” or “Laurea Magistrale” or “Laurea vecchio ordinamento”¹ or second level academic degree comparable to them;

or

b) foreign degree, issued by a foreign official institution, comparable in duration and level² to the qualifications referred to in letter a), and in the foreign system allows the admission to PhD courses.

Employees must have an annual net salary no lower than 15,343.28 euro.

Educational project:

The educational project to be developed by the employee / doctoral student consists of:

- a) participation in lessons at a doctoral level, complementary to the research, for no fewer than 20 CFU.

¹ Degree awarded under the ante Decree of the Ministry no. 509 of November 3, 1999, modified with Decree of the Ministry no. 270 of October 22, 2004.

² Master of Science/Art.



- b) the development of an individual research programme based on a topic proposed by the Company / External body in a specific disciplinary field related to those developed in the relevant doctoral course. The research can be carried out in the Company / External Institution, in the University or in both.

The educational project and its duration (a minimum of three years) are to be determined by common agreement between the Company / External Institution and the University (Teaching Board in the relevant doctoral programme).

The employee / doctoral student, classified by the University as a “PhD student without funding”, will be followed by two supervisors, one from the University, the other chosen by the Company / External Institution.

To receive the PhD research degree, the employee / doctoral student must respect the obligations required by the educational project, the relevant legislation for doctoral students and the regulations for PhD courses of the University of Udine.

Company or External Institution:

To be admitted to the procedure (see section 2 “selection procedure”) the Company or External Institution must be in possession of the personal requirements established for participation in public work, service and supply contracts and must not be included in an exclusionary clause as set out in article 80 of the legislative decree 50/2016 and successive modifications.

The relationship between the Company / External Institution and the University is governed by an agreement - Attachment 1 – which forms an integral part of the employee’s educational project.

The Company / External Institution is required to provide the employee with facilities and resources useful for the realisation of the educational project and to offer a tutoring service, with the University taking responsibility for co-ordination and overall supervision of the project.

Expenses to be charged to the Company / External Institution and the employee

The payment to access and attend the PhD course on the part of the employee for the academic year 2020-2021, to a maximum of 176 euro, comprises the regional tax for the right to study at University and stamp duty. The payment to access and attend the PhD course is set annually and can vary in future academic years.

In addition, depending on the area of the proposed research, the Company / External Institution should pay a sum towards the expenses of the research to be established by the parties concerned at the signing of the agreement. The value must not be lower than 3,100 euro.

Other provisions

The employee’s PhD will be governed, if not already done so in the agreement, by national legislation for doctoral research and the regulations for PhD courses of the University of Udine:

www.uniud.it/it/ricerca/lavorare-nella-ricerca/dottorato/informazioni/disposizioni-general/normativa



2. Selection procedure

Presentation of the nomination

The Company / External Institution should send their choice of candidate by **September 25, 2020** using the attached document (Attachment 2):

- via certified email (amce@postacert.uniud.it);
- via post or express mail to the Area Servizi per la Ricerca – Ufficio Formazione per la Ricerca (Via Palladio 8 – 33100 UDINE).

The candidate's application sent by post or express mail should arrive by September 30, 2020, or it will be excluded.

The document should also be signed by the legal representative of the company and accompanied by the following documents:

- declaration of interest in the realisation of the research programme, expressed by a researcher / teacher of the Teaching Board, or by the Teaching Board of the relevant PhD course (who will also be the university supervisor);
- curriculum vitae of the employee (Attachment 3);
- certification / auto-certification of the employee's qualification³.

Applications will be excluded if the requirements as in section 1 "Company or External Institution" are not met, if the documentation is incomplete or if it arrives after the deadline set out in the present announcement. Those excluded will receive formal notification thereof.

Applications will be examined by the Teaching Board of the relevant course, in the first possible session, in accordance with the criteria set out in the paragraph "criteria for the assessment of nominations". The Teaching Board will determine the amount required for the expenses of the research itself (see section General provisions)

The University will publish the list of accepted candidates on its official notice board (http://web.uniud.it/ateneo/normativa/albo_ufficiale) and notify the Company / External Institution involved.

The Company / External Institution whose application is accepted, will then stipulate an agreement with the University (Attachment 1)

Criteria for the evaluation of the applications

The Teaching Board will consider the application if

1. the proposed project is in line with the subject area of the relevant course:
 - Food and Human Health
 - Computer Science, Mathematics and Physics
 - Industrial and Information Engineering
 - Environmental and Energy Engineering Science
 - Law and Innovation in the European Legal Space.

Information about the courses are available at:

³ (D.P.R. 28 December 2000, n. 445 and subsequent amendments and additions) - Italian and EU applicants who present the qualifications referred to states and facts attested by Public Administrations, must use only a self-certification. Non-EU citizens, legally residing in Italy, may self-certify only information that can be verified or certified by Italian public entities. They can also use a substitute statement of certification, when it is provided by an international agreement between Italy and the applicant's country. Non-EU citizens not residing in Italy cannot self-certify.



<https://www.uniud.it/it/ricerca/lavorare-nella-ricerca/dottorato/corsi-di-dottorato>

2. The employee, in addition to the qualifications outlined in the section “general provisions”, should have a CV consonant with the topic, and appropriate for the development, of the project.

The Teaching Board may contact the employee for an interview to discuss the CV, and any other attached material, in greater depth.

Communication

Communication and exchange of information concerning the present selection should be sent by certified email or mail.

3. Final provisions

Agreement of confidentiality

All the data and information provided by the Company / External Institution will be used only for the present announcement. The data will be communicated to the Ministry of Education, Universities and Research or other Public Administration offices only in documentation relevant to the PhD course and will not be published further. All the information and eventual documents made available by the enterprises are to be considered confidential.

Each party shall agree not to use others' confidential information for any reason except that of the present announcement.

Each party shall furthermore agree not to publish confidential information to third parties.

Intellectual property

Any results arising from the research activity which are eligible for patenting or intellectual property protection will be treated as in the facsimile of the agreement set out in Attachment 1. If it is necessary to protect information and confidential data, appropriate agreements of “non-disclosure” shall be stipulated.

Personal data

The University undertakes to treat personal data, whether analogue or digital, in accordance with general principles for the protection of personal data, for every obligation set out in the regulations (EU) 2016 / 679 concerning the tutelage of physical persons as regards the treatment of personal data and their free circulation (henceforth GDPR) and in the relevant rules, as well as regards the provisions of the supervisory authorities in the member states of the European Union and in particular the guarantor for the protection of personal data.

The Company / External Institution, participating in the procedure, recognise and accept that the personal data of the physical persons who appear in the application (qualification, address, telephone, email and other information) are to be treated exclusively for the completion of the present procedure and the legal relationship related to it. The University will make the information sheet for the category available, together with any updates, in the “privacy” section of the web site www.uniud.it.

The Company / External Institution, participating in the procedure, recognise and accept that the personal data of their employees (for example name, address, telephone, email, any other addresses or information) used in the present procedure are to be treated exclusively for the legal



relationship in conformity with the information in accordance with article 13 of the GDPR which the University shall make available on the site www.uniud.it and which, signed by the employee, will be attached by the enterprise to the application.

ATTACHMENT 1

AGREEMENT FOR ACTIVATION OF AN “INDUSTRIAL PHD” IN THE PHD PROGRAM IN “ _____ ” _____ Cycle

The University of Udine (Fiscal code _____, VAT number _____) with registered offices in _____, _____, represented by Managing Director dr. _____, born in _____ on _____ hereinafter the “UNIVERSITY OF UDINE”

And

(The COMPANY/ EXTERNAL INSTITUTION) _____ (Fiscal code _____, VAT number _____) with registered offices in _____ represented by dr. _____, born in _____ on _____ as _____ hereinafter the “COMPANY/ EXTERNAL INSTITUTION”

hereinafter severally “PARTY” and jointly “PARTIES”, stipulate this AGREEMENT including the Attachments which form an integral part of the same, hereinafter “AGREEMENT”.

WHEREAS

- the UNIVERSITY OF UDINE, public cultural institution, has among its primary objectives the development and transmission of scientific, technological and artistic knowledge, as well as cultural and professional preparation of students;
- the UNIVERSITY OF UDINE has established, as part of the educational offer of the PhD programs, at the Department of _____, the PhD Program in _____;
- the INDUSTRIAL PHD is addressed to employees having a Bachelor of Science under the MD No. 509 system of 3.11.1999 or a Master of Science pursuant to the D.M. n. 509 system of 3.11.1999 or a Master of Science pursuant to the D.M. n. 270 system of 22.10.2004, or an equivalent foreign qualification comparable for duration and content to the Italian qualification and previously recognised by the competent academic authorities and who are motivated to further develop their education and training in multidisciplinary research, hereafter “INDUSTRIAL PHD”;
- the COMPANY/ EXTERNAL INSTITUTION is interested in the activation of an INDUSTRIAL PHD at the UNIVERSITY OF UDINE;

ATTACHMENT 1

- the research activity, financed by the COMPANY/ EXTERNAL INSTITUTION, shall be developed by the student _____ considered eligible by the Teaching Board of the PhD program, hereinafter “INDUSTRIAL PHD STUDENT”;
- the INDUSTRIAL PHD STUDENT is a researcher at the start of his/her career (*early stage researcher*) taking part in the research work of Departments and who is following a PhD training programme. During his/her studies, to which he/she is admitted by assessing their ability and aptitude for research, the PhD student develops the ability to manage and carry out research and acquires leading-edge skills immediately transferable to the field. At the end of the programme he/she will acquire the qualification of DOCTOR OF PHILOSOPHY;
- in particular, the INDUSTRIAL PHD STUDENT is an employee of companies or external entities who, whilst retaining his/her job and salary, can train, develop and carry out research, obtaining at the end of the process the qualification of DOCTOR OF PHILOSOPHY;
- to obtain the qualification of DOCTOR OF PHILOSOPHY, the INDUSTRIAL PHD STUDENT is required to meet the educational requirements and prepare and present a thesis, as required by this AGREEMENT and Regulations for PhD courses of the UNIVERSITY OF UDINE;
- the TEACHING BOARD, hereinafter the “BOARD”, is responsible for the training programme and activities concerning the INDUSTRIAL PHD;
- the duration of the INDUSTRIAL PHD is _____ years during which the INDUSTRIAL PHD STUDENT maintains his/her position as an employee with the COMPANY/ EXTERNAL INSTITUTION with corresponding salary;
- from the research work of the INDUSTRIAL PHD results may ensue, which could be protected according to the current legislation on intellectual property, hereinafter "RESULTS";

The foregoing premises, accepted by the PARTIES, form an integral part of this AGREEMENT.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

The parties agree to sign this agreement for the INDUSTRIAL PHD of:

ATTACHMENT 1

Name and Surname of the INDUSTRIAL PHD STUDENT:

PhD Program:

Title (subject) of thesis:

The Educational and research project is attached to this agreement and is an integral and substantial part of it.

ARTICLE 2

The INDUSTRIAL PHD STUDENT, having been accepted by the BOARD and after the relevant agreement has been drawn up, can enrol on the PhD programme via the INDUSTRIAL PHD route. The enrolment will start from _____.

The INDUSTRIAL PHD STUDENT, loses the title of student/PhD student when:

- he/she decides to renounce the INDUSTRIAL PHD programme;
- the contractual relationship with COMPANY/ EXTERNAL INSTITUTION ceases to exist.

ARTICLE 3

The duration of the INDUSTRIAL PHD is _____ years, along with work activities, as agreed between the COMPANY/INSTITUTION and the UNIVERSITY OF UDINE

ARTICLE 4

The activities which INDUSTRIAL PHD STUDENTS must carry out are the following, as specified in the training project attached:

- follow the planned advanced courses and pass the corresponding exams, if defined;
- carry out research activity;
- prepare and present his/her thesis.

Regarding the training course of the INDUSTRIAL PHD, for anything not provided for in this AGREEMENT, the Regulations for PhD courses of the UNIVERSITY OF UDINE are applied.

In order to enable the INDUSTRIAL PHD to be carried out, the PARTIES shall identify:

- as tutor/thesis supervisor from the COMPANY/ EXTERNAL INSTITUTION: _____
- as tutor/thesis supervisor from the UNIVERSITY OF UDINE : _____

hereinafter "SUPERVISORS".

The two SUPERVISORS undertake to jointly follow the preparation of the thesis and to act as tutors for the student regarding his/her training programme and research activities.

ATTACHMENT 1

The INDUSTRIAL PHD STUDENT shall carry out these activities, dividing his/her time with work activities. Research can be carried out at the COMPANY/ EXTERNAL INSTITUTION and/or at the UNIVERSITY OF UDINE laboratories, as agreed by the designated SUPERVISORS.

The COMPANY/ EXTERNAL INSTITUTION undertakes to provide the INDUSTRIAL PHD STUDENT the time necessary to carry out the planned training and research activities, estimated by the BOARD and defined in the Educational project:

ARTICLE 5

The INDUSTRIAL PHD STUDENT may engage in study visits and research at recognised National and International institutions, as agreed by the SUPERVISORS and in agreement with the BOARD. The UNIVERSITY OF UDINE has no obligation regarding the financial coverage of such initiatives nor the corresponding travel and accommodation expenses, if not covered by art. 6.

Before starting the study and research periods mentioned above, the INDUSTRIAL PHD STUDENT must verify the presence of suitable insurance coverage.

ARTICLE 6

At the beginning of each academic year, the INDUSTRIAL PHD STUDENT must pay a sum made up of regional taxes, stamp duty and insurance. The sum will be set each year (for the academic year 2020/2021 it will be 176.00 euro).

The payment (from the candidate or from the COMPANY/ EXTERNAL INSTITUTION) should be made with the online enrolment process or as part of the annual registration process for the other years as defined by the UNIVERSITY OF UDINE.

The COMPANY/ EXTERNAL INSTITUTION undertakes to pay to the UNIVERSITY OF UDINE the amount of € _____ as a contribution to the resources necessary for carrying out teaching and research activities. That amount includes the contribution related to the budget for research and teaching activities of the INDUSTRIAL PHD STUDENT.

The amount shall be paid to current account no. _____ at the _____, in the name of _____, specifying the reason for payment, as follows:

the first instalment of € _____ within 30 days of enrolment of the successful candidate in the PhD programme;

the second instalment of € _____ within 30 days of the start of the second year of the programme;

ATTACHMENT 1

the third instalment of € _____ within 30 days of the start of the third year of the programme;

the fourth instalment of € _____ within 30 days of the start of the fourth year of the programme.

ARTICLE 7

In the context of the INDUSTRIAL PHD training and research course, the PARTIES will mutually exchange CONFIDENTIAL INFORMATION exclusively aimed to carry out the INDUSTRIAL PHD training and research project.

“CONFIDENTIAL INFORMATION” is defined as all information, technical data, analysis, studies, formulas, inventions, documents, know-how, company secrets, templates, technological processes, business information and any other information or materials relating to one PARTY or concerning the products and/or the project of this PARTY, provided in writing, by correspondence, verbally or by any other means and form, otherwise transferred by employees, directors, representatives and/or consultants of the communicating PARTY to the receiving PARTY, in occasion of all such contacts between them.

In the course of the AGREEMENT or even after its deadline, or resolution until (three) years from the expiration date, or until the following conditions do not take place, both PARTIES are committed not to disclose to any third PARTIES any CONFIDENTIAL INFORMATION and not use any CONFIDENTIAL INFORMATION for other purposes than those closely planned for the development of the INDUSTRIAL PHD training and research course, in the absence of the prior written permission of the other PARTY. Each PARTY may communicate the CONFIDENTIAL INFORMATION to only those subjects who are informed of their confidential status and which are constrained by obligations of confidentiality and non-use, not less binding and restrictive than those provided in the AGREEMENT, and in observance of the relevant provisions in personal data protection matters.

The PARTIES are required to preserve the CONFIDENTIAL INFORMATION using appropriate storage conditions and the necessary precautions, with the care required by the circumstances and the nature of the information. The PARTIES cannot reproduce the CONFIDENTIAL INFORMATION in any way or any means.

The obligation of confidentiality will not be applied to any information that:

- a) The receiving PARTY can demonstrate to legally possess, via proper documentation, before the dissemination from the communicating PARTY.

ATTACHMENT 1

- b) Is or becomes public knowledge prior to the signing of the AGREEMENT, i.e. after, assuming the disclosure is not a consequence of the violation of the privacy obligation provided in this article.
- c) Has been disclosed with previous written permission by the communicating PARTY.
- d) One PARTY is required to inform the public or judicial Authorities if they make a proper and formal request and/or to whom it is required to provide CONFIDENTIAL INFORMATION, under the law, regulation or order of the judicial Authorities. In that case, the PARTY which has received the order or the request by the Authority shall immediately inform the communicating PARTY and supply a copy of the CONFIDENTIAL INFORMATION provided to the Authority. This must be done to the extent strictly necessary in order to reply to the request or the order received.

The CONFIDENTIAL INFORMATION is and remains the exclusive property of the communicating PARTY or, of a third party which supplied such information to the communicating PARTY. The receiving party will not be able to directly or indirectly claim any right over the CONFIDENTIAL INFORMATION.

Each PARTY undertakes to deliver all documents and/or materials in its possession containing the CONFIDENTIAL INFORMATION, at the request of the other PARTY, within 15 working days from the receipt of the notification via registered letter/Certified email, except for the right to keep a copy for the fulfilment of legal obligations or their own *policies* regarding the processing of personal data, if the request concerns jointly prepared materials or documents regarding information about the PARTIES.

The PARTIES undertake to have the INDUSTRIAL PHD STUDENT sign specific privacy obligations, under his personal responsibility.

The PARTIES also agree that the INDUSTRIAL PHD STUDENT will be free to use information other than confidential information during his INDUSTRIAL PHD.

Should the INDUSTRIAL PHD STUDENT decide to abandon the INDUSTRIAL PHD, the PARTIES shall ensure the INDUSTRIAL PHD STUDENT gives back the CONFIDENTIAL INFORMATION in tangible form, as such confidential information belongs to the COMPANY/ EXTERNAL INSTITUTION or to the UNIVERSITY OF UDINE. This should be communicated in writing or physically transferred and identifiable as models or other forms which are marked as “confidential”. The information utilised by the INDUSTRIAL PHD STUDENT during his INDUSTRIAL PHD must be kept private for 3 years from the date he/she leaves his/her studies.

The UNIVERSITY OF UDINE shall not be liable for any damage that might result from the violation of the CONFIDENTIAL INFORMATION provided in this AGREEMENT if the information

ATTACHMENT 1

disclosure is imputable to the INDUSTRIAL PHD STUDENT or if it proves that the violation took place despite the use of due diligence.

The PARTIES agree from this moment that any claim for damages deriving from the violation of the rules of this article, cannot exceed the compensation provided for in this AGREEMENT (art. 6).

The UNIVERSITY OF UDINE cannot exclude that within its organisation there are other research groups which are independently conducting research for third party customers or out of curiosity in the same field as the INDUSTRIAL PHD activity covered by this AGREEMENT.

ARTICLE 8

“PRE-EXISTING KNOW-HOW” (background/existing knowledge) refers to technical or scientific information which is not generally known or is not easily accessible in the field of one of the PARTIES before the AGREEMENT is stipulated.

The PARTIES expressly agree that all rights concerning PRE-EXISTING KNOW-HOW remain the property of the PARTY which owns them, unless it shall be made available by the other PARTY only for carrying out the planned activities of the AGREEMENT. The PARTY which has access to the PRE-EXISTING KNOW-HOW of the other PARTY can make use of it only for the proper purpose of the planned activities in the AGREEMENT.

In any case, one PARTY cannot access the PRE-EXISTING KNOW-HOW of the other PARTY if it is not closely related to the INDUSTRIAL PHD training project (i.e. if the activity of the Receiving PARTY is not technically possible without it). One PARTY can also exclude the other from accessing previous knowledge related to other research groups of the UNIVERSITY OF UDINE, which are different from the research group of the SUPERVISOR of the UNIVERSITY OF UDINE. Access to the “PRE-EXISTING KNOW-HOW” outside that planned in this AGREEMENT, shall be determined in accordance with written agreements on terms, even economic, which must be agreed by both PARTIES.

ARTICLE 9

By “RESULTS” is meant the complex of scientific and technological knowledge – protectable or not as industrial or intellectual patent rights – any products and prototypes, resulting from the INDUSTRIAL PHD STUDENT’S activity (as defined in the Annex “Educational and research project”), as well as PATENT RIGHTS. By “PATENT RIGHTS” is meant any industrial and intellectual patent rights, through which the RESULTS can be protected. In particular, but not exclusively, PATENT RIGHTS can be: invention patents, utility models, semiconductor product topographies, new plant varieties, software and copyright.

ATTACHMENT 1

The rights to the RESULTS obtained by the INDUSTRIAL PHD STUDENT in the context of his/her training and research doctoral career will be equally shared by both PARTIES.

Whenever other subjects related to the PARTIES (for example: SUPERVISORS, collaborators, employees or researchers) contributed to obtaining the RESULTS, the rights to the RESULTS related to those subjects belong to the PARTY to which the subjects belong, in proportion to the inventive and/or creative contribution of each PARTY for carrying out the RESULTS. The right to be recognised as inventor (in the case of invention patents and utility models), semiconductor product topographies author, new plant varieties breeder and, in the case of intellectual work, an author's moral rights, belongs to the INDUSTRIAL PHD STUDENT, collaborator, employee or researcher of the PARTY who gave the relevant inventive or creative contribution in achieving the RESULTS. In the event that several collaborators, PhD students, employees or researchers of the PARTIES give such a contribution, the rights referred to in this paragraph belong to all these people and each PARTY will manage the individual positions according to its own regulations.

Each PARTY will ensure the other PARTY has access to its own collaborators, employees or researchers, mentioned in the previous paragraph, in case their collaboration is required by the applicable legislation in order to submit applications, extend patent rights abroad, compile records in public registers.

In the event of co-ownership, the PATENT RIGHTS management and the relationship between the PARTIES are regulated by a specific AGREEMENT. In any case, unless it is otherwise specified into the AGREEMENT:

- the activity for the deposition and granting of PATENT RIGHTS is the responsibility of the most diligent PARTY which will keep the co-owners informed of any decision and will request the prior approval of the text and/or the content of each PATENT RIGHTS from the other PARTY;
- the expenses for the deposition and granting of the PATENTS RIGHTS (including the patent document drafting costs, the extension to other countries and any patent maintenance fees) will be charged to the COMPANY/ EXTERNAL INSTITUTION;
- individual use will be permitted to any PARTY, upon a payment of compensation to the PARTY which does not use it as indicated in the AGREEMENT and if the UNIVERSITY OF UDINE does not exercise its right of veto, only for the cases specified in the AGREEMENT;
- licensing to third parties (exclusive and not exclusive) as well as the transfer of the PATENTS RIGHTS will be decided by a pro rata majority and if the UNIVERSITY OF UDINE does not exercise its right of veto only for the cases specified in the AGREEMENT;

ATTACHMENT 1

- the revenues generated from the granting of licences will be divided between the PARTIES in proportion to their relative shares;
- the sale of the shares is free, if there is no pre-emption right in favour of the co-owners;
- the judicial and non-judicial defence can be undertaken by the PARTY which has an interest in it. Any economic benefit that might accrue will be attributed to the PARTY which has been active or, pro rata, in accordance with the AGREEMENT, to the co-owners.

Each PARTY will have the right of pre-emption to purchase the PATENTS RIGHTS, the RESULTS or the related share which belongs to the other PARTY or on the granting of a licence for the other PARTY. The pre-emption right must be exercised within 60 days from the receipt of a written notification receipt, sent via registered letter A/R or by certified email, stating the other PARTY's intention to sell its PATENT RIGHTS share or to grant a licence. This communication must contain the potential customer's name and the price offered. In any case, the price will have to cover the entire cost of depositing and assigning the PATENT RIGHTS incurred by the UNIVERSITY OF UDINE. Whenever the other PARTY does not exercise the pre-emption right by the deadline specified, the owner will be free to dispose of its share.

The UNIVERSITY OF UDINE will have the right to utilise the RESULTS for free and for only scientific and educational purposes, even those for which the COMPANY/ EXTERNAL INSTITUTION exercise the right of pre-emption, without prejudice to article 10, in terms of the publication of RESULTS.

ARTICLE 10

In case of RESULTS, which cannot be protected with PATENTS RIGHTS, the PARTIES are free to utilise or advertise them, partially or entirely, in the doctoral thesis as well. The protection of the PRE-EXISTING KNOW-HOW and the CONFIDENTIAL INFORMATION will not be affected.

In the case of RESULTS which can be protected with PATENTS RIGHTS, their publication and utilisation in partially or entirely, are regulated by the appropriate communion AGREEMENT referred to in art. 9.

Before the signing of the AGREEMENT, the RESULTS protectable with PATENTS RIGHTS can be used and published by each PARTY only if the other PARTY does not oppose it. The utilisation and the publication are to be considered granted after an extended silence of 30 days from the request of utilisation or publication, if these are accompanied by the draft text to be published and submitted in writing from one PARTY to the other. This can be opposed only for the purpose of patenting the RESULTS, for the time needed to submit the patenting application and for a period of time no more than six months from the moment of communicating the intention of

ATTACHMENT 1

using or publishing it, unless otherwise agreed. In that case, the use of the RESULTS, the deposition of the doctoral thesis and the final exam discussion will be possible for the INDUSTRIAL PHD STUDENT, on the condition that there is strict confidentiality in order not to disclose the invention in advance.

Unless otherwise agreed, the utilisation by the COMPANY/ EXTERNAL INSTITUTION of the reports and/or documents written by the INDUSTRIAL PHD STUDENT, even in collaboration with other individuals as part of his/her training and research course, involves the obligation to mention the name of the authors and the UNIVERSITY OF UDINE. The utilisation of the name for commercial purposes is not allowed nor the utilisation of the UNIVERSITY OF UDINE logo, without express permission.

ARTICLE 11

By "OCCASIONAL RESULTS" is meant the acquired scientific and technological knowledge, such as products and prototypes created by each PARTY during the collaborative activity, which were not the aim of the activity as defined in the Technical Annex.

The RESULTS rules of this AGREEMENT will apply also to the OCCASIONAL RESULTS.

ARTICLE 12

This AGREEMENT does not confer to the PARTIES any rights to utilise names, brands or distinguishing marks of the other PARTY (abbreviations included) for advertising or promotional purposes, without previous written consent of the PARTY.

ARTICLE 13

This AGREEMENT is subject to Italian law. The PARTIES undertake to amicably settle any dispute that may arise in the interpretation, application and/or validity of this AGREEMENT. Should it not be possible to reach an amicable settlement, said disputes shall be referred exclusively to the Court of Udine.

(To be inserted if the contract is also drawn up in a foreign language)

This agreement is written in double originals, one of which is written in Italian, and the other in English. If there are differences between the two versions and/or doubts about the interpretation of the contractual clauses, the version in Italian prevails. This legal relationship is governed by the relevant clause in the contract and by Italian regulations.

If, in this agreement, a provision and / or article proves to be inapplicable, it will be modified to the extent strictly necessary to make it compliant with current legislation. The other provisions / articles will remain unchanged and will continue to produce their effects. No modification or

ATTACHMENT 1

addition to this agreement will be considered valid or binding between the PARTIES if it is not put in writing and signed by both PARTIES.

ARTICLE 14

The PARTIES undertake to process personal data with analogue or digital support, in accordance with the general principles regarding the protection of personal data, and with any obligation set out in Regulation (EU) 2016/679 concerning the protection of individuals with regard to the processing of personal data, the movement of such data (also known as “GDPR”), and the relevant legislation, such as measures of the supervisory Authorities of the State members of the EU and particularly the Authority for the protection of personal data.

Each PARTY acknowledges and agrees that personal data related to individuals who appear in the following convention representing the Parties (qualifications, source of representation, phone number, e-mail, other potential references) are treated exclusively for the purposes of the conclusion and the execution of the consequent legal relationship. The UNIVERSITY OF UDINE makes the disclosure available for this interested category of individuals along with any update in the section “privacy” of the website www.uniud.it; the COMPANY/ EXTERNAL INSTITUTION on the website _____

Each PARTY acknowledges and agrees that the personal data of their employees or collaborators (for instance names, addresses, phone number, e-mail, other potential references) involved in the executive activities included in the present agreement, are treated exclusively for the purposes of the conclusion and the execution of the legal relationship in accordance with the information as established by art. 13 of the GDPR which each PARTY from now on must become cognizant of within its own internal procedures.

Personal data related to the research as outlined in this AGREEMENT shall be treated by the parties according to the specific procedure which commits them to use data only for purposes relevant to the establishment and enforcement of the AGREEMENT itself. The PARTIES undertake to inform interested individuals of the legislation in force regarding data protection.

ARTICOLO 15

This AGREEMENT, drawn up in electronic format, along with the digital signature on the part of the UNIVERSITY OF UDINE, is subject to registration only in case of use pursuant to article 1, letter b) of the Tariff - Part two - attached to Presidential Decree no. 131 of 26 April 1986.

The stamp duty, to be borne by the COMPANY/ EXTERNAL INSTITUTION, will be waived virtually by the UNIVERSITY OF UDINE, owner of the authorization of the Agenzia delle Entrate n. 59443/2015 of 23 June 2015.

ATTACHMENT 1

ARTICOLO 16

This AGREEMENT has been the subject of special examination and negotiation between the UNIVERSITY OF UDINE and the COMPANY/ EXTERNAL INSTITUTION. The provisions of Articles 1341 and 1342 of the Civil Code do not therefore apply, having the PARTIES full and conscious awareness of all their respective commitments and obligations which have been assessed and taken in complete freedom and autonomy.

for UNIVERSITY OF UDINE
the Managing Director

for COMPANY/ EXTERNAL INSTITUTION
the.....



Attachment 2 – Presentation of application

Al Magnifico Rettore
Università degli Studi di Udine
Via Palladio 8
33100 Udine

Certified email: amce@postacert.uniud.it

Subject: presentation of applications for industrial PhDs 2020/2021

Data of the enterprise or external body

Company name:
Tax code:
ATECO code:
Surname and name of the legal representative:
Surname and name of the compiler of the application and telephone number:
Registered office:
Operational headquarters (if the legal headquarters are not in Friuli Venezia Giulia):
Certified email address:
Number of employees:
Brief description of the business activity (max 500 characters):

Description of the proposal

Research doctorate course in relevant area:
Project title:
Length of project (in years, min. 3 max. ____):
Project objectives and time plan = GANTT (max. 5,000 characters):
Plan of activities = subdivided into Work Packages – WP (max. 10,000 characters):
Expected results:
Impact of the research on the target productive sector (max. 5,000 characters):
Added value for the company deriving from the project (max. 5,000 characters):
Areas, equipment and material available to the employee:
Contact teacher / researcher of the University of Studies of Udine:

Employee's data

Surname and name:
University qualification, University and date:
Position in the enterprise / external body:
Type of employment contract:
Place and date of birth:
Email and tel.:

It is herein declared that the enterprise or external body is in possession of the requirements established for participation in public work, service and supply contracts and is not included in an exclusionary clause as set out in article 80 of the legislative decree 50/2016 and successive modifications.



It is also declared that they have seen and understood the announcement issued with the Decree of the Rector n. 575/2020 and are committed, in the event that the proposal is selected, to:

- making areas, equipment and material necessary for this nomination available to the employee;
- stipulating with the University of Udine an agreement as set out in attachment 1 of the announcement.

To the present document is attached:

- Certification /employee's auto-certification of the qualifications declared in this application, cv and identification document of the same;
- Information sheet on the treatment of personal data signed by the employee;
- Declaration of interest on the part of the teacher / researcher of the University of Udine in the present application.

Date

Signature of the legal representative

Employee's signature

ATTACHMENT 3

curriculum vitae

PERSONAL INFORMATION

Surname	[Surname]
Name	[Name, and, if relevant, other names]
Address	[street address, postcode, city, country]
Telephone	
Fax	
E-mail	
Skype	

Nationality	
-------------	--

Date of birth	[Date, month, year]
---------------	----------------------

Education and training

[Please describe the whole study path done]

• Date (from – to)	[Start with the latest information and separate entries for each relevant course successfully attended]
• Name and type of organisation providing education and training	
Duration of the program of study	[Standard length of the program]
• Principal subjects/occupational skills covered	[Field(s) in which the degree is given (major)]
• Title of qualification awarded	
Final mark obtained	[If obtained, please state the final mark obtained and the rating scale used (min-max). If still to be obtained, please use this box to indicate the foreseen date for obtainment]. If no final mark is associated to the degree, indicate: "no mark given".

graduation thesis

Title	
Language	[the language used to draft the thesis]
Supervisor	
Thesis Summary	[summary - 1000 characters] [if useful for the evaluation, attach a selection of graphic slides of the CV]

publications and articles submitted

[Articles in journals and at scientific conferences, books, essays, published and award-winning competition projects, etc.]
[Enclose as attachments the most significant (maximum 2)]

Author(s) and title	
---------------------	--

Language	[the language of the publication]
Publication place	[specify the title of journal, conference or any other place of publication of the work]
Date of publication	[indicate if published, otherwise indicate "submitted"]

certifications

GRE	[indicate date and mark obtained]
GMAT	[indicate date and mark obtained]
Certifications of language knowledge	[indicate type of certification, date and mark obtained]

Work experience, stages, studies abroad

• Date (from – to)	[start with the latest information and list separately each relevant positions occupied]
• Name and address of firm/university	
• Type of business or sector	
• Type of employment	
• Main activities and responsibilities	

Personal skills and competences

Acquired in the course of life and career but not necessarily evidenced by formal certificates and diplomas.

Mother tongue

[Specify mother tongue]

Other language(s)

[specify the language]

- | | |
|------------|--|
| • reading | [Indicate level: excellent, good, elementary] |
| • writing | [Indicate level: excellent, good, elementary] |
| • speaking | [Indicate level: excellent, good, elementary] |

Social skills and competences

Living and working with other people, in multicultural environments, in positions where communication is important and situations where teamwork is essential (e.g. Culture and sports), etc.

[description of these competences and indicate where they were acquired]

Organisational skills and competences

E.g. coordination and management of people, projects and budgets; at work, in voluntary work (e.g. culture and sports) and at home, etc.

[description of these competences and indicate where they were acquired]

Technical skills and competences

With computers, specific kinds of equipment, machinery, etc.

[description of these competences and indicate where they were acquired]

Artistic skills and competences

Music, writing, drawing etc.

[description of these competences and indicate where they were acquired]

Other skills and competences

Competences not mentioned above.

[description of these competences and indicate where they were acquired]

Additional information

[Enclose here any other information that may be relevant]

annexes

[List any items attached]
[Mandatory attachments in the application:
see indications above and the official call for positions]