Università di Catania

Logo

HOSTING AGREEMENT FOR THE PhD RESEARCH PROGRAMME IN

_____

___° CYCLE

University of Catania (hereinafter referred to as "the University"), with registered office in Catania, Piazza Università no. 2, tax code and VAT number 02772010878, PEC address protocollo@pec.unict.it, represented by the Rector and legal representative Prof. Enrico Foti, domiciled for the purposes of this office at the registered office,

AND

……, hereinafter referred to as the Institution/Company, with registered office at …….. ……, tax code no. ….. , VAT no. , represented by ……, domiciled for the purposes of this office at ……, acting as Legal Representative duly authorised pursuant to resolution of _____.

The Institution/Company…. and the University of Catania, hereinafter also collectively referred to as the "Parties" and individually as a "Party",

WHEREAS

- pursuant to Italian Ministerial Decree no. 226/2021, *"doctoral training … enables: a) the autonomous conception, design, implementation and adaptation of research or innovation programmes; b) the critical analysis, evaluation and synthesis of new and complex ideas and processes in research institutions, the productive sector, public administration and the liberal professions"* (Art. 1, para. 2) and *"promotes opportunities for interdisciplinary, multidisciplinary and transdisciplinary training, including in non-academic contexts such as the industrial, public administration, services and cultural institution sectors, with the involvement of sector experts in training activities"* (Art. 1, para. 2);
- the University of Catania has activated, for the ____° Cycle, at the Department of _____ the PhD Research Programme in _____, lasting ___ years;
- the Institution/Company…. has expressed interest in entering into an agreement for the hosting of __ doctoral researchers enrolled in the PhD Research Programme in _____,

HAVING REGARD TO

the Regulations of the University of Catania for Doctoral Research Studies, as subsequently amended and supplemented.

AGREE AND STIPULATE AS FOLLOWS:

ART. 1

1.1. The Parties agree that:
- the Institution/Company…. undertakes to host, for the period from …./…./…. to …./…./…., the:

Dr. …….. born on …/…/….., enrolled in the PhD Research Programme in …… cycle …… of the University of Catania, within its own facilities, and to make available the spaces and equipment necessary for the conduct of research activities relating to the following subject: "……".

1.2. The Institution/Company undertakes to assume responsibility for the health and safety protection measures and obligations prescribed by the legislation in force in the country in which the PhD student will carry out his/her activities, as well as by any applicable supranational regulations, and in particular:
- the Institution/Company is responsible for ensuring that the PhD student receives adequate safety training, both general and specific to the activities to be carried out at its facilities, in accordance with applicable local legislation and with the general principles governing worker information and training;
- the Institution/Company is required to provide the PhD student with all necessary information on the risks present in the working environment and on the prevention and protection measures adopted, and to ensure, where required, that health surveillance is carried out in accordance with the procedures prescribed by applicable local legislation;
- the Institution/Company undertakes to make available the personal protective equipment (PPE) necessary for the conduct of the activities covered by this Agreement, for the entire duration of the PhD student 's stay at its facilities.

1.3. The PhD student is required to comply with the disciplinary regulations and the rules on occupational hygiene, safety and health in force at the Institution/Company.

ART. 2

2.1. As regards the conduct of the PhD Programme and the duties and status of PhD student, the provisions of Italian Ministerial Decree of 14 December 2021 no. 226 and the Regulations of the University of Catania for Doctoral Research Studies shall apply.

2.2. PhD student activities carried out at the Institution/Company shall not give rise to any employment relationship with the University of Catania or with the Institution/Company, nor to any remuneration, recognition, or assessment relevant to legal or economic career purposes.

2.3. The Parties acknowledge that, during the period of stay at the Institution/Company, the PhD student may have access to information not generally known to the public and not intended for disclosure, including, by way of example only and without limitation, legal, technical, economic or financial information, methods, processes, procedures, descriptions, documents, data, as well as information relating to the research project and its results, which are owned by or otherwise within the control of the host institution or the University. Each Party undertakes not to use, whether in whole or in part, such confidential information for purposes other than the performance of this Agreement, and to keep it strictly confidential and secret.

2.4. The university Tutor designated by the Board of Professors shall be supported by an external supervisor, affiliated with the Institution/Company, who shall be responsible for supervising the activities carried out by the PhD student at the said Institution/Company.

ART. 3

3.1. For the entire duration of his/her stay at the Institution/Company…., the PhD student shall be covered by accident and civil liability insurance policies at the expense of the University of Catania. The insurance policies taken out by the University of Catania are published on the University website at www.unict.it/it/ateneo/servizi-assicurativi.

3.2. In the event of an accident occurring during the activities covered by this Agreement, the Institution/Company undertakes to promptly notify the University of Catania and provide a description of the circumstances of the event, to enable compliance with the obligations prescribed by applicable legislation.

ART. 4

4.1. Should the research activities carried out during the period at the Institution/Company give rise to new and inventive results, the ownership, protection and use of such results shall be governed, in accordance with the provisions of the current *University Regulations on Patent Activity*, by means of specific agreements between the Parties.

4.2. All scientific publications possibly produced by the PhD student shall acknowledge the support of the Institution/Company for the research activities and shall be deposited in open access in the Institutional Repository of the University of Catania (iris.unict.it), unless there are specific grounds for exclusion, which must be adequately substantiated.
4.3. The University and the Institution/Company may use any results of the activities carried out by the PhD student, subject to the Doctoral Researcher's prior express consent.

ART. 5

5.1. Pursuant to Article 13 of EU Regulation 2016/679 (General Data Protection Regulation — GDPR), the Parties mutually undertake to process the personal data provided and/or collected under this Agreement solely for the purposes of its conclusion and execution. The legal basis for such processing is Article 6(1)(b) of the GDPR (processing necessary for the performance of an agreement) and, where applicable, Article 6(1)(e) (processing necessary for the performance of a task carried out in public interest).
5.2. The data controllers are the Parties identified above, domiciled at their respective addresses. The Parties act as joint data controllers pursuant to Article 26 of the GDPR with respect to the personal data processed in the context of the joint activities governed by this Agreement. Each Party acts as an independent data controller with respect to the personal data processed solely within its own organisational sphere. The Parties shall conclude, where required, a separate joint controllership arrangement pursuant to Article 26(1) GDPR.
5.3. Personal data shall be processed by paper and/or electronic means exclusively by personnel authorised to do so by each data controller, in accordance with the technical and organisational security measures required pursuant to Article 32 of the GDPR.
5.4. Personal data may be transferred between the Parties in accordance with Chapter V of the GDPR. Where such transfer involves a country not covered by an adequacy decision of the European Commission pursuant to Article 45 of the GDPR, the Parties shall ensure that appropriate safeguards are in place, including, where applicable, standard contractual clauses adopted pursuant to Article 46(2)(c) of the GDPR. No transfer to third countries shall take place without an appropriate legal basis under Chapter V of the GDPR.
5.5. The provision of personal data is a necessary condition for the conclusion and execution of this Agreement; failure to provide such data precludes the conclusion thereof.
5.6. Data shall be retained for the period necessary for the conclusion and execution of this Agreement and until all applicable legal requirements have been fulfilled, and in any case for the period prescribed by archiving obligations under current legislation. Upon expiry of the applicable retention period, personal data shall be erased or anonymised, in accordance with the procedures established by each Party.
5.7. The right to lodge a complaint with the competent supervisory authority pursuant to Article 77 of the GDPR remains unaffected. Without prejudice to any other remedy, data subjects may lodge a complaint with the Italian Data Protection Authority (*Garante per la protezione dei dati personali*) or with the supervisory authority of the Member State of their habitual residence or place of work.
5.8. Each Party has designated a Data Protection Officer (DPO) pursuant to Article 37 of the GDPR. The contact details of the respective DPOs shall be communicated to the other Party upon request and made available to data subjects in accordance with Article 13(1)(b) of the GDPR.

ART. 6

6.1. The University acknowledges that the Institution/Company has adopted a Code of Ethics, available at …..
6.2. The Institution/Company acknowledges that the University of Catania has adopted its own Code of Ethics and Conduct pursuant to Rector’s Decree No. 1166 of 8 April 2021, as subsequently amended and supplemented, and published on the University’s website under the “Amministrazione trasparente” section.

ART. 7

7.1. This Agreement shall be executed by digital signature and transmitted via electronic mail and shall remain in force until the conclusion of the doctoral cycle referred to in the preamble.

7.2. This Agreement is subject to registration upon use, in accordance with applicable provisions. Registration costs shall be borne by the requesting Party.

7.3. Stamp duty, paid by electronic means pursuant to the authorization issued by the Revenue Agency of Catania No. 108603 of 27 July 1998, shall be borne by the University of Catania. Each Party shall bear any further fiscal obligations arising from this Agreement under its own national legislation.

7.4. For matters not expressly governed herein, applicable legislation shall apply.

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FOR THE INSTITUTION/COMPANY **FOR THE UNIVERSITY**

THE RECTOR

(……) (E. Foti)

Dr./Ms. …… declares to have read and to accept the terms of the agreement established between …….(institution/company)…… and the University of Catania, signed on ……

The Doctoral Researcher also undertakes to notify any change in his/her status that may occur during the period of stay at ….(institution)…..

Place and Date

Signature