**AGREEMENT FOR HOSPITALITY ABROAD OF A PHD STUDENT HOLDING A NRRP PHD SCHOLARSHIP (EX M.D 351/22 OR M. D. 352/22) FOR THE PHD IN**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CUP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**38° CYCLE**

**Between**

**The Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tax Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** represented by pro-tempore Director, professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_born in \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, office domicile at the Department’s address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, postal code \_\_\_\_\_\_\_\_\_\_\_\_, Rome, hereinafter referred to as Department, administrative office for the PhD in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**And**

**The International Host Institution denominated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** office domicile in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_

**WHEREAS**

* In the context of the initiative NextGenerationEU was funded for the 38° PhD cycle one scholarship for the PhD in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, starting from the academic year 2022-23, allocated to Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as PhD Student, which provides for a study and research period abroad with duration of minimum six (6) months to a maximum of eighteen (18)
* The Host Institution showed interest in hosting the PhD Student of the PhD programme in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**HAVING REGARD TO**

Sapienza University of Rome PhD Regulations and subsequent additions and modifications

**THE PARTIES AGREE AS FOLLOWS**

**Art 1 – Hospitality**

The Host Institution commits to host the PhD student in their structures **for a period of \_\_\_\_\_\_\_ months (minimum 6, maximum 18 months)** and to provide the student with offices, resources and specific operational and scientific facilities to conduct the research activity.

**Art 2 – Safety**

The Host Institution commits to take the responsibility of the safety measures and obligations established by the law on safety at workplace of the country where the structure is located.

The PhD student is required to follow the regulations, the health hygiene and safety at workplace norms in force at the Host Institution.

**Art 3 – Insurance and Accidents Policy**

The Department claims that Sapienza University of Rome stipulated the following insurances in favour of enrolled PhD students:

* Third part liability
* Accidents

The Department also claims that Sapienza University of Rome ensures PhD insurance for work-related accidents at INAIL with an insurance coverage system on behalf of the State, pursuant and within the legal limits of the Presidential Decree n. 567 of October 10, 1996 and subsequent additions and modifications. Please note that the aforementioned insurance only covers the accidents occurring during the technical-scientific experiences, practical and working activities excluding the accidents nonrelated to the activities regulated by law (Circular INAL n. 23, April 23, 2003).

In the event of an accident occurred during the activities object of this agreement, the Host Institution will notify the event to the General Affairs Sector, Property, Assets and Bursar’s Office, APSE Area assicurazioniAteneo@uniroma1.it.

The policies stipulated by Sapienza University of Rome will be published on the University Website at <https://www.uniroma1.it/en/pagina/student-insurance>.

It shall be understood that the existence of the insurance policies does not prejudicated liability actions, damage and compensation to third parties.

**Art 4 – Intellectual Property and Confidentiality**

Any result of the research activities conducted during the study and research period abroad will be owned by the University, which reserves the right to protect them by submitting a patent application, without prejudice to the moral right of the author and inventor.

All previous knowledge of a Party which constitutes their technical-scientific background will be owned by the Party itself. This agreement cannot be, under any circumstance, a transfer of intellectual property or know-how for the Parties background. Whether the Host Institution is interested in the foreground results of the research, the Parties may negotiate their transfer (acquisition/purchase) in good faith, in favour of the Host Institution and upon payment, possibly including the eventual technical-scientific background of the tutor or research group.

Except for the cases foreseen by law or the obligations deriving from legal, administrative procedures, or from this Agreement, each Party, included employees and independent contractors, commits to maintaining the confidentiality of data and information acquired for what concerns the subject of this Agreement.

The PhD Student commits to confidentiality towards both Sapienza and the Host Institution through signing a confidentiality agreement, which shall be signed at the Department and countersigned by the Tutor.

Without prejudice to the right to publish, the research result in the PhD thesis, as well as any other printed work deriving from the results of the research may be preemptively analysed by the Parties to verify that the documents do not include confidential information not to be published, owned by the Parties and which may compromise the patent.

**Art 5 – Know-how and Joint Research**

At the time of assignment of the PhD scholarship and once defined the research project, in the event subsists a joint research between the Parties, they commit to undersign a collaboration Agreement to regulate an eventual joint research and provide details on know-how, background, foreground, confidentiality, the resources made available and the results ownership.

This agreement will be signed for Sapienza by the Department and countersigned by the scientific Tutor to accept the aforementioned aspects.

**Art 6 – Personal Data**

The Parties commit to negotiate the personal data concerning this agreement in compliance with the EU Regulations 2016/679.

**Art 7 – Duration**

Without prejudice to the provision in art. 1, this Agreement becomes effective from the latest date of signature and its duration is the same of the PhD Programme it refers to, entering into force from the academic year 2022/2023.

For the Department

 For the Host Institution

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