

Regulations of the International PhD on Strategic Engineering

The Regulations for the *International PhD on Strategic Engineering of 2021.04.23* are established among the Universities that subscribed the Cooperation Agreement for the International PhD Program on Strategic Engineering.

Each Member of the Cooperation Agreement for the International PhD Program on Strategic Engineering is hereafter referred to in the singular for as “Party” and collectively as “Parties”.

In consideration of the existing collaborations among the parties on the subject of *Strategic Engineering* and related subjects and having considered:

- a. The advantage for the parties of joining forces in the creation, dissemination, and application of knowledge in these fields;
- b. The usefulness of sharing research experiences among the parties;
- c. The opportunity of mutually enhancing the capacity and quality of research and research training;
- d. The fact that Strategic Engineering is a new discipline with a great potential in developing Strategic Decision Making into a large number of fields and it requires to develop advanced supporting research initiatives;
- e. The fact that Strategic Engineering is strongly connected with a number of highly innovative sectors such as Modeling and Simulation, AI, Data Analytics, and Intelligence and it requires to develop research interconnecting and applying these research areas in a very trans-disciplinary way among many sectors such as Industry, Business, Geo Politics, Economics, Defense etc.

The Parties signing the Cooperation Agreement for the International PhD Program on Strategic Engineering accept to enter in this initiative in order to achieve a number of objectives:

- a. To extend the cooperation between the Parties in the area of research in the field of Strategic Engineering, Modeling and Simulation, AI, Data Analytics and related subjects that enable their use to support decisions and succeed in the definition, planning, development and finalization of effective strategic plans;
- b. To enhance co-operation in scientific research through collaboration in activities of shared interest as well through the sharing of experiences in the use of models, simulators and scientific and technical solutions;
- c. To promote short reciprocal visits of Academic staff and PhD students in the context of this collaboration;
- d. To collaborate in postgraduate student supervision leading to a jointly awarded PhD degree in Strategic Engineering and related subjects.

The Cooperation Agreement for the International PhD Program on Strategic Engineering is stipulated in accordance with the Italian Laws, and the Own Country Laws and regulations of all Parties.

1. THE PROJECT

- 1.1 The “Project” shall be the programme of research in the innovative discipline of Strategic Engineering, related innovative fields of modeling, simulation, data analytics, artificial intelligence, operational research, open source intelligence, business intelligence, decision making, cyber and hybrid scenarios, multidomain models, extended reality as well as in the application areas including among others: industry, business, economy, geo politics, international law and affairs, mobility, people and goods logistics, humanitarian aid logistics, catastrophe and emergency management, defense, homeland security, etc. (“Topics”).
- 1.2 The Project shall run from 2021 for 5 years (the “Project Period”) and could be renewed by a mutual Agreement between Parties for other 5 years.
- 1.3 The Project will be conducted in laboratories of the Parties.

2. FUNDING

- 2.1 The Parties shall agree on a yearly basis how many three-year PhD studentships (stipend and fees) will be allocated on the Project. Each Party will manage its own studentships. This information shall be communicated through email among Project Steering Committee (PSC) representatives (see 7.3) before the month of March of each year.
- 2.2 The Project is activated by 6 studentships distributed among Parties and it will continue by a minimum number of studentships fixed to four along the whole Project period. A Party offering a studentship will be the “Primary Institution” for the PhD student. Another University, among the Parties of this Agreement, will operate as “Secondary Institution” for that specific PhD student in assigning a reviewer. Other partners of this Cooperation Agreement will be the “Partner Institutions”. Entities such as National Departments, Excellence Centers, Agencies, Companies that have relationships with all the Partners of this Cooperation Agreement will be entitled to serve as “Supporting Entities” and to cooperate with the Researches and Developments related to the “Project” by providing supports, labs, external review, expertise, models, testing opportunities, etc. Each studentship shall follow the regulations of the Primary Institution with reference to all procedures and internal obligations as defined by Primary Institution Regulations.
- 2.3 Each Party is expected to contribute by some studentships per year, while it is possible that, due motivated reasons, one Partner couldn't share studentships for Project on a given year.

- 2.4 A Party offering a studentship will be the “Primary Institution” for the PhD student. Another University will be identified among the Parties by its Project Steering Committee (see 7.1) in consistence with its willingness to operate as “Secondary Institution” for that specific PhD student. The Secondary Institution will assign a reviewer for that PhD student. Other partners of the Cooperation Agreement for the International PhD Program will act as “Partner Institutions”. Entities such as National Departments, Excellence Centers, Agencies, Companies that have relationships with all the Partners of the Cooperation Agreement for the International PhD Program will be entitled to serve as “Supporting Entities” and to cooperate with the Researches and Developments related to the “Project” by providing supports, labs, external review, expertise, models, testing opportunities, etc.
- 2.5 The Universities accepting role of Primary and Secondary Institution for a specific PhD Position, case by case and in consistency with their mutual regulations, will deliver a PhD Award to the student in case of successful completion of all their requirements and based on the approval of related research activities. The Secondary Institution could decide during early join activities to deliver an endorsement Letter specific for the PhD Students addressing the cooperation in case of pending issues related to finalizing the consistency with Internal Awarding Procedures.
- 2.6 The tuition fees shall be waived by the Secondary Institution on the basis of reciprocity.

3. ADMISSION PROCEDURES

- 3.1 The Parties will issue an independent call for applicants for the studentship for which they are the Primary Institution as well as a joint call for applicants to maximize the visibility of the Project in consistency with their PhD Call Procedures. The joint call shall in no way interfere with the local procedure for advertisement and admission.
- 3.2 The admission procedure for a PhD candidate shall follow the regulations of the Primary Institution and shall provide for any additional requirements of the Secondary Institution where applicable. Each Party recognizes the other Party internal regulations regarding admission criteria.
- 3.3 Proof of English language ability for applicants is required eventually during Selection Interviews. Successful applicants are expected to meet both the Primary and Secondary English language requirements as set out in their respective procedures in order to be enrolled as PhD students at these institutions.
- 3.4 The evaluation of a PhD applicant will be based on the submitted documentation and on an interview of the PhD applicant according to the regulation of the Primary Institution. The interviews shall be conducted jointly by an Academic expert of the Primary Institution and an Academic expert of the Secondary Institution.
- 3.5 Applicants accepting an offer of study from the Primary Institution must immediately apply for admission to the Secondary Institution.

- 3.6 Immediately after enrolment in the Primary Institution, the PhD candidate will be enrolled in the Secondary Institution. Students will be enrolled at the Secondary Institution in absentia. International students requiring a Visa to study in the Country of the Primary and/or Secondary Institutions should apply for and be granted by National Authorities, including to enroll in absentia.
- 3.7 For each successfully enrolled candidate two supervisors will be assigned, one from the Primary Institution and one from the Secondary Institution. An Observer from other Partner Institutions will serve for third part review of final PhD Work.

4. PROGRESSION

- 4.1. Three months after enrolment at the Primary Institution, the PhD student will formally present the plan for her/his research before the supervisor from the Primary Institution, the supervisor from the Secondary Institution and an “Independent Assessor” who will normally be outside the supervisory team within Partner Institutions and or external qualified experts from “Supporting Entities”. The PhD student will receive written feedback on the presentation.
- 4.2. Before the end of each year of registration the PhD student will formally present the results of her/his research and the plan for the remaining of the PhD before the supervisor from the Primary Institution, the supervisor from the Secondary Institution and the Independent Assessor. The PhD student will receive written feedback on the presentation. Any additional requirements for annual progress review will follow the requirements of the Primary Institution.
- 4.3. After each presentation given as described in clause 4.1 and 4.2, a joint recommendation for progression from the Independent Assessor, the supervisor from the Primary Institution and the supervisor from the Secondary Institution will be delivered to the PhD student to continue successfully within the Project.
- 4.4 The entry to the PhD examination and the examination requirements shall follow the regulations of the Primary Institution.
- 4.5 The nomination of examiners must be approved by both Primary and Secondary Institutions. Both Parties shall receive and consider the examiner reports and approve the award as appropriate.

- 4.6 If both Parties approve the award, the Primary Institution could issue a single degree certificate to attest the successful completion of the jointly delivered PhD Programme, replacing the separate Institutional or National degree certificates. This degree certificate could be signed also by the Awarding Authorities of the Secondary Institution to have a joint PhD. As alternative, this degree certificate could be signed by the awarding Authorities of the Primary Institution only, mentioning Secondary Institution as co-tutor. The award certificate could mention the name of other Partner Universities involved in the cooperation, if appropriate. The Awarding Party shall send a copy of the degree certificate to the other Parties for deposit in the Registry or equivalent administrative department in consistency with their procedures and policies. The Second Institution and/or Other Partner Universities that are willing to recognize in additional way the contribution of the specific PhD Student to their Institutions and Initiatives, are encouraged to prepare an individual (or joint) endorsement letter referring to the achievements of the PhD Thesis and to common contributions to Research Activities, in consistency with their internal regulations and policies.
- 4.7 The existing regulations in use for Primary and Secondary PhD will be applied to the PhD students also in case an Institution doesn't approve the award to the Student.
- 4.8 In case a PhD student resigns from the grant (e.g. getting support from another Entity) it will be entitled to complete the PhD without grant if permitted by the involved Institution regulations and pending the completion of all commitments required by Primary and Secondary Institution.
- 4.9 The Primary Institution providing the specific studentship determines the minimum duration of the specific PhD position. In case the Secondary Institutions have different requirements of duration could accept this duration or require to update it, as well as to be substituted in its role by another of the Partner Universities in consistency with their regulations.

5. APPEALS AND COMPLAINTS

- 5.1 Academic appeals and complaints shall be dealt with in accordance with each Party's policies and regulations. As such, the policies and regulations at the Institution concerned, whether Primary or Secondary, will take precedence.

6. MOBILITY & JOINT COOPERATION

- 6.1 The PhD candidates will have the opportunity to spend one or more periods visiting and working at the Secondary Institution and/or to other Partner Institutions; considering the experience from recent pandemic crisis, it is evident that this activity could benefit of Virtual Labs, Distributed Simulation and Innovative Technologies for being finalized.
- 6.2 The duration of each cooperation period (at the Secondary Institution) shall be agreed with the supervisor from the Primary Institution and the supervisor from the Secondary Institution. The specific arrangements will be set out in the agreement for each student and should normally equate to a minimum of twelve months and maximum of eighteen months at the Secondary Institution and/or Partner Institutions.

7. COORDINATION

- 7.1 The Parties adopt a joint coordination model for the Project. The governing body of the Project is the Project Steering Committee (PSC). Each Party could appoint up to 3 members to the PSC. The PSC coordinates research and training activities as well as the identification of supervisors and progress monitoring.
- 7.2 The PSC will meet twice, live or virtually, a year to discuss management and coordination issues.
- 7.3 The PSC is composed of one representative per Party.
 - 7.3.1 The name of each Party's member to the PSC will be communicated by the Partner's competent body, according to internal rules. These nominated persons shall thus act as Project coordinators for five years.
 - 7.3.2 Following five years, Partner's competent body shall communicate the new name of its own PSC member. Previous PSC members can be re-confirmed in their role by their own domestic competent bodies.
- 7.4 The activities of the PSC are supported by the Project Academic Committee (PAC). The PAC is composed by Faculty members of the Universities corresponding to the Parties. Each partner could appoint up to 10 members to the PAC. The members are selected among active researchers with international reputation in at least one of the Topics. Communication with the members of the Academic Committee of each party shall be done via the local coordinator.
- 7.5 An annual report on the Project should be referred to the Graduate Studies or Research Committee or equivalent body in the relevant involved Schools, Institutions and/or Departments.

8. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 8.1 Each Party undertakes to keep confidential and not to disclose to any third party the confidential information belonging or relating to the other Party, which will be disclosed pursuant to or in the course of the Project. Confidential information shall be identified with “Confidential” or similar labelling.
- 8.2 Each Party undertakes to disclose confidential information of the other Party only to those of its officers, employees, students, agents and contractors, to whom and to the extent to which, such disclosure is necessary for the purposes contemplated under this Regulation of the Cooperation Agreement for the International PhD Program and to ensure that all such personnel are bound by terms of confidentiality at least as restrictive as to those contained herein.
- 8.3 The obligations contained in this Clause 8 shall survive the expiry or termination of the Cooperation Agreement for the International PhD Program for a period of five (5) years from such expiry/termination but shall not apply to any Confidential Information which:
 - 8.3.1 is publicly known at the time of disclosure to the receiving Party;
 - 8.3.2 after disclosure becomes publicly known otherwise than through a breach of the Cooperation Agreement for the International PhD Program by the receiving Party, its officers, employees, agents or contractors;
 - 8.3.3 can be shown by reasonable proof by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
 - 8.3.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or
 - 8.3.5 is approved for release, in writing, by an authorized representative of the disclosing Party.
- 8.4 All Background IPR belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IPR has been derived). Background IPR shall mean any IPR (defined below) excluding Foreground IPR (defined below) owned or controlled by either Party prior to commencement of, or generated independently from, the Project and which a Party might exploit in the course of the Project.

- 8.5 Each Party grants the other Party a royalty-free, non-transferable, non-exclusive, licence to use its Background IPR for the sole purpose of the performance of the Project and limited for the duration of the Project.
- 8.6 Each Party shall promptly disclose in confidence to the other Party all Foreground IPR developed by it during the term of the Cooperation Agreement for the International PhD Program and each Party shall fully co-operate with the other, where required, in relation to the preparation and prosecution of patent applications covering any Foreground IPR, and in relation to any legal proceedings concerning the same. ‘Foreground IPR’ shall mean any IPR which is generated or first reduced to practice solely by a Party or by the Parties jointly, directly as a result of the Project undertaken in accordance with these Regulations; whereas, ‘IPR’ shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.
- 8.7 All Foreground IPR shall vest in and be owned jointly by both the Parties in equal share.
- 8.8 The Parties shall enter into a separate agreement to decide as to which Party (the “Prosecuting Party”) shall take the lead on protecting, maintaining and exploiting any Foreground IPR on behalf of the Parties. The Prosecuting Party will consult with the other Party about making patent application(s) in respect of any Foreground IPR before filing such application(s). The Party (or the Parties, as the case may be) incurring any patent costs (including without limitation patent agents' fees) in relation to such patent applications shall first be reimbursed out of any net revenue received through commercialization of the Foreground IPR before the net revenue is shared between the Parties.
- 8.9 Each Party shall have a royalty-free, irrevocable, non-transferable, non-exclusive, right and license under the Foreground IPR for internal research, development and Academic purposes only; however, neither Party shall use the Foreground IPR for commercial purposes without the consent of the other Party and subject to appropriate revenue sharing arrangement between them.
- 8.10 Each Party shall inform the other Party promptly if it becomes aware of any infringement or potential infringement of any of the Foreground IPR and the Parties shall consult with each other to decide the best way to respond to such infringement.
- 8.11 If any warning letter or other notice of infringement is received by a Party, or legal suit or other action is brought against a Party, alleging infringement of third party rights arising from any use of the Foreground IPR, that Party shall promptly provide full details to the other Party, and the Parties shall discuss the best way to respond.

9. PUBLICATIONS

- 9.1 The Project will form part of the actual carrying out of a primary charitable purpose of the Parties; that is, the advancement of education through teaching and research.
- 9.2 In accordance with normal Academic practice, all employees, students, agents or appointees of the Parties (including the Students and any others who work on the Project) shall be permitted, following the procedures laid down in Clause 9.3, to publish Arising Intellectual Property or discuss Arising Intellectual Property in internal seminars, and to give instructions on questions related to such work.
- 9.3 Each Party agrees that any publication in a scientific/Academic journal shall give due acknowledgement to the intellectual, technical and/or financial contributions of the others, fairly and in accordance with standard scientific practices.

10. LIMITATION OF LIABILITY

- 10.1 No one of the Cooperation Agreement for the International PhD Program Partners makes any representation or warranty that advice or information given by employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 10.2 The Cooperation Agreement for the International PhD Program Partners accept no responsibility for any use which may be made of any work carried out under or pursuant to the Cooperation Agreement for the International PhD Program, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 10.3 Parties undertake to make no claim in connection with these Regulations or its subject matter against any employee, student, agent or appointee of the other Party (apart from claims based on fraud or willful misconduct). This undertaking is intended to give protection to individual researchers; it does not prejudice any right which Parties might have to claim against the other Party.
- 10.4 The liability of either Party for any breach of the Cooperation Agreement for the International PhD Program, or arising in any other way out of the subject matter of the Cooperation Agreement for the International PhD Program, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

11. NOTICES

For the purpose of receiving Project-related communications, until further notice, communications are sent to each Partners' legal representative.

12. GENERAL

- 12.1 No Party shall be liable for delay in performing or for failure to perform obligations hereunder if the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control, including any breach or non-performance of these Regulation by the other Party (hereinafter “Event of Force Majeure”), provided the same arises without the fault or negligence of such Party. If an Event of Force Majeure occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Event of Force Majeure, provided that if any Event of Force Majeure continues for a period of 3 (three) months or more, Agreement Partners shall have the right to terminate the Cooperation Agreement for the International PhD Program forthwith by written notice to the other Parties. All Parties shall use their reasonable endeavors to minimize the effects of any Force Majeure.
- 12.2 Clause headings are inserted into the Cooperation Agreement for the International PhD Program or Regulations for convenience only, and they shall not be taken into account in the interpretation of the Cooperation Agreement for the International PhD Program.
- 12.3 Nothing in the Cooperation Agreement for the International PhD Program shall create, imply or evidence any partnership or joint venture among Agreement Partners or the relationship between them of principal and agent or employers and employee. This does not limit parties to pursuing such agreements, which shall however not impact the Cooperation Agreement for the International PhD Program.
- 12.4 No one among Agreement Partners shall use the name, crest, logo or registered image of the others or the other’s Affiliates without the prior written consent of the other. It is authorized directly just the use of name, crest, logo or register images of other Partners of the Cooperation Agreement for the International PhD Program, in press release, web for promotion of this specific Cooperation; this authorization could be suspended or cancel by written notice of any Partner to the others.
- 12.5 Except as expressly provided in the Regulations, nothing in the Cooperation Agreement for the International PhD Program shall confer or purport to confer on a third party any benefit or any right to enforce any term of the Cooperation Agreement for the International PhD Program.
- 12.6 This Regulations constitutes the entire base for the Cooperation Agreement for the International PhD Program between the Parties for the Project. Any variation shall be in writing and signed by authorized signatories for both Parties.

13 DISPUTE RESOLUTION

- 13.1 Any dispute arising out of or in connection with the Cooperation Agreement for the International PhD Program, including any question regarding its existence, validity or termination, if not resolved by conciliation or mutual settlement between the Parties within a reasonable time, will be submitted to arbitration.
- 13.2 If a dispute arises out of or in connection with this contract, including any question as to its existence, validity or termination, or in non-contractual matters connected to the contract, the parties agree to first seek amicable settlement by conciliation under an Arbitration based on mutual acceptance of Arbitrator by Partners. The governing law of the contract shall be consistent with the law of Partners, in case of conflict the reference regulation to be used will be the Italian and International Laws. The award rendered by the arbitrator shall be final and binding upon both Parties. If any one or more clauses or sub-clauses of these Regulations and Cooperation Agreement for the International PhD Program would result in the Agreement being prohibited pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of the Regulation and the Cooperation Agreement for the International PhD Program, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

These Regulation will enter into force for five years starting from the date of 20 May, MMXXI.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorized representatives of the Partners, to the extent stated below.