**Agreement for the start-up and grant of one Industrial PhD position in the framework of the PhD Course in Strategic Engineering**

Università degli Studi di Genova (also referred to as “Università di Genova”), Department of Economics (Tax Code 00754150100), legally based in Genova, Via Vivaldi 5, in the person of Prof. Alberto Quagli, director of the before mentioned Department whose seat is established at the same address,

AND

**Columbus pte ltd.** (company) (also referred to as “\_\_\_\_\_”), Tax Code , registered address in (town) \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Via\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, share capital €. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Company Register with the Court of \_\_\_\_\_\_\_\_\_\_\_\_ under n. \_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_, acting as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, resolution of the Management Board of \_\_\_\_\_\_\_\_\_\_\_,.hereafter referred also as “Enterprise”

Hereinafter together referred to as the “Parties”

**In accordance with**

* the Decree n. 45 of 08/02/2013 “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” issued by the MIUR (Italian Ministry of Education, University and Research) allowing Universities to start up PhD courses under agreement with enterprises carrying out research and developing activities;
* paragraph 2 - of the above mentioned Decree – that, according to specific agreements, allows Universities to allocate part of the vacancies of PhD courses to highly qualified employees of enterprises, admitted to a PhD course after selection;
* the University Regulations for PhD Courses (hereinafter “the University Regulations”), issued with Rector’s Decree n. 347 of 5/6/2013 and its and subsequent modifications and integrations, regulating among other things, the setting up of PhD courses, the criteria for the candidates admission, the development of the activities and the requirements for the awarding of the title as Doctor of Philosophy, in particular article 22 - *Dottorato in collaborazione con le imprese, Dottorato industriale e apprendistato di alta formazione* (PhD course in collaboration with enterprises, industrial PhD course and post graduate apprenticeship);

**whereas**

* the University, after the MIUR accreditation, for the academic year 2020/2021 wants to set up the International Phd Course in ***Strategic Engineering*** (hereafter “the Course”), in the framework of the current cycle (39 cycle, 2023), based at the Department of Economics (hereafter “the Department”) in joint cooperation with Schools of Engineering, Medicine and International Affairs;
* the Enterprise expressed its interest in setting up and financing, in the framework of the Course, n.1 position in the industrial PhD for one of its highly qualified employees, as per Letter of Intent dated September 25, 2022 signed by Dr.Cristoforo Guareschi;
* the Teacher Board of the Course delivered its favourable opinion on the proposal of the Enterprise on October 10, 2022; it also approved the training plan of the employee who will enrol on the Course after the selection procedure (hereafter “the industrial PhD student” or just “the PhD student”). The aforementioned training plan settles the duration of the PhD, the development of the research and vocational activities at the University as well as at the Enterprise and the allocation of the tasks. The training plan is also an integral and essential part of this agreement (Annex A);
* the Director and Department Board approved this agreement ;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS**

# ART. 1 - Preamble

The preamble (and its Annexes, if any) to this agreement is an integral and essential part of this agreement.

# ART. 2 - Subject

The Parties agree that the vocational activities carried out in the framework of the Course are consistent with the research and development activities promoted by the Enterprise. Therefore, it is of mutual interest to admit n.1 employee of the Enterprise to carry out the research and vocational activities as defined in the training plan (Annex A).

# ART. 3 – University Commitment

The University publishes the Call for applications for the admission to the PhD courses in the framework of the current cycle (hereafter “the Call”). The Call announces the selections to access the PhD courses of the current cycle and defines the implementing rules.

The University shall include in the Call of the Course n.1 industrial PhD reserved to highly qualified employees and partners of the Enterprise. The selection for this specific place will be possible only if both Parties sign this agreement.

The candidates of the Enterprise participates in the same selection as the other candidates and is evaluated by the same Commission. Once the selection closes, a specific ranking for the industrial PhD is drafted and the selected person is admitted to and enrolled on the Course, as an industrial PhD student, according to standard procedure.

The University will appoint as supervisor of the Industrial PhD, after his/her appointment by the Teacher Board of the Course, Prof.**Agostino G. Bruzzone**, who will continuously supervise the research and vocational activities of the PhD student jointly decided. S/he will also guarantee that all the activities carried out by the student comply with what was previously arranged.

At the end of each academic year, the activity of the PhD student is evaluated as per the University Regulations and the Teacher Board will comment on his/her admission to the following year.

In case of non-admission to the following year, exclusion or surrender, the University will immediately contact with the Enterprise to consent to exercise the right to withdraw from this agreement.

The industrial PhD student is awarded the title of Doctor of Philosophy in ***Strategic Engineering*** after passing the final exam in accordance with the Law and the University Rules.

All the implementation aspects of the Course are ruled by the University Rules and Regulations and by the Call for application.

# ART. 4 – Enterprise Commitment

The Enterprise will appoint an enterprise tutor who will collaborate together with the university tutor in management and check the research and vocational activities carried out by the industrial PhD student.

The Enterprise will consent to his/her employee to attend the activities agreed in the training plan and will assure the availability of the resources and facilities useful to carry out the research and vocational activities of the PhD student at its premises at no additional cost for the University.

**ART. 5 – Contribution for implementation**

The Enterprise commits itself to pay the University an amount equal to 4.950 Euro [amount subject to minor changes], that is 1,650.00 per year as budget for the research and vocational activities carried out in Italy and abroad (the amount equals 10 % of the total sum of the scholarship).

The sum will be paid in three annual instalments of equal amounts each, i.e. Euro 1,650.00, within the day 30th September 2023, 2024 and 2025 by means of bank transfer to the current account in the name of the ……………………………., IBAN code*:* ………………………………….., BIC/SWIFT: ……………………………., Banca ……………………………………………………………………..

In case of non-admission to the following year or renounce of the PhD student, no instalments related to the following years will be due.

**ART. 6 - Duration**

The duration of this Agreement is of **4** years from the year of the beginning of the Course, i.e. as of 01/11/2023.

**ART. 7 - Intellectual property rights**

# 1. The Parties, each within its purview, undertake to guarantee that all the subjects of the University and of the Enterprise involved in the joint scientific projects within the framework of the herein Agreement declare their mutual collaboration as far as the scientific publications are concerned. Moreover, they undertake to draw the public’s attention to all the scientific studies and publications, in particular through joined scientific publications, attendance to meetings, promotional and training actions resulting from this activity.

# 2. The Parties, considering any real contribution and involvement jointly decide on the opportunity to proceed with the file of patents related to the results or the inventions deriving from joined scientific works without prejudice to the rights recognised to the inventors by the law.

# 3. Nevertheless, the intellectual property rights related to the methodology and studies deriving from joined scientific projects will be recognised on the basis of the contribution of each Party. As for the intellectual property of joined scientific works, it will be specifically agreed within the framework of implementing agreements.

# ART. 8 - Confidentiality of Information

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# The Parties shall follow all the procedures to avoid the publication of any confidential data, news and information acquired in relation to the activities foreseen in this Agreement.

# Art. 9 - Safety

# 1. To implement the regulations of the Legislative Decree n. 81 of 9.4.2008 *Testo Unico sulla sicurezza sul lavoro* (Consolidated Act on Safety), integrated with the Legislative Decree n. 106 of 3.8.2009, n. 106, it is established that the statutory employer of the Enterprise is responsible for the application of the regulation on safety and security on the workplace of the university personnel, students and graduated hosted in the Enterprise

# 2. Similarly, the statutory employer of the University grants the same duties to the personnel of the Enterprise hosted at the premises of the University.

# 3. The subjects who fall within article 2, paragraph 1, letters b), d) and e) of the Legislative Decree 81/2008 and subsequent modifications will be identified in the training plan.

# Art. 10 - Insurance

# 1. The University declares that all its personnel acting in the framework of the herein Agreement at the Enterprise premises complies with the laws and regulations in force related to insurance.

# 2. The Enterprise guarantees that its employees or partners involved in the development of the activities related to the herein Agreement at the University premises complies with the laws and regulations in force related to insurance.

# 3. The Parties commit themselves, each within its purview, to complete the insurance coverage, previous check of the financial sustainability, as per previous paragraphs, with any useful further coverage related to particular needs that may arise from specific activities carried out from time to time.

# Art. 11 – Privacy

# 1. The Parties shall handle and store the data and the information held on both digital and hard copies in compliance with the EU Regulation 679/2016 “Regulation on data protection” and with the Legislative Decree n. 196/2003 if applicable.

# Art. 12 - Incompatibility

# 1. With regards to the personnel and the experts involved in the activities carried out in the framework of the herein Agreement, the Parties declare to follow the relative law in force and the respective regulations also with regards to the situations of incompatibility. If any situation of incompatibility arises, the law in force will be applied.

# Art. 13 – Right of withdrawal

1. The Parties can unilaterally or mutually terminate the contract; the withdrawal notice has to be a written notice sent by [registered letter with acknowledgement of receipt](https://www.proz.com/kudoz/italian-to-english/other/1107186-lettera-raccomandata-ar.html#2656002) or certified email address.

2. The withdrawal is effective after three months from its notification.

3. The unilateral or the mutual withdrawal will affect future actions and do not affect any of the decisions already taken.

4. In case of unilateral or mutual withdrawal, the Parties agree, anyway, to conclude all the activities in progress at the moment of the withdrawal.

# Art. 14 - Disputes

# 1. The Judicial Court of Genoa will preside over any dispute that may arise between the Parties in the framework of the herein Agreement.

# Art. 15 - Registration

# 1. The herein Act is made of n. …. copies. It will be registered for use, in compliance with the Presidential Decree n. 131 of 26.4.1986. Registration fees will be borne by the applicant Party.

# 2. The herein private Act is subject to stamp tax according to article 2, paragraph 1 of the Presidential Decree n. 642/1972 according to what established in Tariff part I, article 2 as attached to the Ministerial Decree of 20/08/1992. Stamp tax will be borne by each Party as half of the amount.

# 3. The stamp duty will be paid online by the University pursuant to the authorisation of the Agenzia delle Entrate (Italian Revenue Agency) - Ufficio territoriale di Genova 1 n. 0216718 - 29.12.2016. The University, with written record, will ask Columbus pte ltd. for the reimbursement of the share.

Place and date ……………………………

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| THE DIRECTOR OF THE DEPARTMENT OF ECONOMICS | THE LEGAL REPRESENTATIVE OF Columbus pte ltd. |
|  |  |
| **Prof. Alberto Quagli** | **XXXX** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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**ANNEX A – ACTIVITY PLAN OF THE INDUSTRIAL PHD STUDENT**

**Università degli Studi di Genova – PhD Course in *Strategic Engneering*, XXXIX Cycle**

**Duration of the course**: 3 years (from 01/11/2023 to 31/10/2025)

**Name and Surname of the PhD student: Ing. Giovan Battista Perasso**

**Learning objectives of the course:**

a. Development of Strategic Engineering Methodologies

b. Mastering Strategy for Innovation in Companies

c. Modelling and Simulation (M&S), Artificial Intelligence (AI), Operational Research (OR), Data Analytics

d. Acquire deep knowledge in Strategic Marketing, Open Source Intelligence (OSINT), Business Intelligence (BI) and Project Management (PM)

e. Made in Italy as Strategic Asset

e. Verification and Validation of New Innovative Solutions based on AI, M&S, OR and Data Analytics f. Development of Experiments on Strategic Marketing, OSINT, BI, PM and Made in Italy in Far East

**Main vocational and research activities:**

a. Strategic Engineering and Strategic Marketing

b. Modelling & Simulation d. Operational Research

c. Strategic Engineering applied to Italian Developments for Far East

d. Artificial Intelligence

e Data Analytics

f. Strategic Management

g. Open Source Intelligence

i. Business Intelligence

j. Innovative Solution for Strategic Management

**How you will carry out your vocational and research activities (methods):**

Developing Researches on Marketing Initiatives and Support to Italian Products in different sectors (e.g. Machinery, Fashion, Food and Beverage) in Far East and in Italy within the Company. Conducting Experimentations on new methodologies applied to real problems. Attending Lectures, Seminars, Webinars and Workshops. Interacting and Networking with experts in the field as well as with Academic and Company Advisors and Tutors.

**Title and description of the project:**

Use of Strategic Engineering in Strategic Marketing to promote Made in Italy on Global Scale with special attention to Small and Medium Size Enterprises in Fast Evolving Regions and Far East:

**Safety**

The duties of care as per article 2, paragraph 1, letter b), d) and e) of the Legislative Decree n.81/2008, n. 81 and subsequent modifications, are conferred as follows:

Università degli Studi di GENOVA

Letter b): The Rector, Prof. Federico Delfino

Letter d): The Director of the Department of Economics Prof. Alberto Quagli

Letter e): The Coordinator of the course Prof. Annfa Franca Sciomachen

**XXXXX** (Enterprise)

Letter b): The President of

Letter d):

Letter e):

The applicant Party can modify the names above with written notification to the counterparty.

**Headletter of COLUMBUS pte ltd.**

 **To: Prof.Anna F.Sciomachen**

**Strategic Engineering PhD Chair**

**Genoa University**

**Re: Letter of Intents of the Columbus pte ltd, for activating an Industrial PhD Position**

**in Strategic Engineering at Genoa University**

January 5, 2023

We, as Columbus pte ltd, represented by me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (President, Director), are very glad to state formally our intent to activate an Industrial PhD Position in the International PhD Course on ***Strategic Engineering*** organized by Genoa University to provide an opportunity to our top Employer that has already a MSc (Laurea Magistrale) in *Management Engineering* obtained in *Germany*.

We are attaching the signed agreement and we are ready to correspond to Genoa University the tuition fees as stated in it, in order to activate this position, starting from 2023.

Sincerely

XXXXX

 Columbus President