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SCIENTIFIC COLLABORATION AGREEMENT BETWEEN

Pegaso Telematic University, with registered office in Naples, Centro Direzionale, ISOLA F2, SNC, 80143, Tax Code 05411471211 and VAT number 09305451214, represented by the General Director, Dr. Andrea Proietti, domiciled for the purposes of his office at the registered office, pursuant to the Statute of Pegaso Telematic University and the resolutions of the Board of Directors dated 04/02/2025, which delegate the Department of Educational and Sport Sciences – DISES, hereinafter referred to as the 'Department' (or 'Center'), represented by the Director, Prof. Francesco Peluso Cassese, identified as the implementing entity of this agreement on behalf of Pegaso Telematic University,

AND

The Institution and/or Company (hereinafter referred to as the "Contracting Party"), with registered office and tax domicile in, Tax Code, represented by its Head of the Host Institution's Facility.....

WHEREAS

- the Department (or Center) has specific expertise in the field of
- the Institution and/or Company operates in the field of
(specify technology, methodology/study) related to (field of application);
- the Parties are interested in a mutual collaboration aimed at conducting research in the area of (insert PhD research topic)
- that this agreement is aimed at structuring the doctoral student's period in the company
-PhD program.....cycle.....
- the Parties deem it appropriate to formalize this collaborative relationship through a specific contractual agreement;
- the Department (or Center) shall ratify this agreement during the first Department Council meeting following the date of its signing;



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- these recitals form an integral and substantial part of this agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS

Article 1 – Purpose of the Agreement

With this agreement and for the duration set forth herein, the Parties undertake a scientific collaboration concerning (insert PhD research topic),
with particular reference to the scientific activities of the PhD candidate

The Parties agree that the Scientific Collaboration under this agreement shall be conducted on a basis of reciprocity.

Article 2 – Research Program

The Scientific Collaboration agreed between the contracting Parties is organized into a series of activities:

PhD Candidate	Research	Activities	Period of Execution
-	-	-	-
-	-	-	-

The Parties may mutually agree in writing on any changes to the activities under the Scientific Collaboration that may become necessary or advisable in the course of the research, including as suggested by the results obtained during its implementation.

Article 3 – Obligations of the Parties

The Institution or Company undertakes to:
(make available, provide, support, carry out identified phases, etc.)

The Department (or Center) undertakes to:
(carry out the identified phases of the scientific collaboration)



Article 4 – Scientific Supervisor

The Department (or Center) with Administrative responsibility (DISES) designates as Scientific Supervisor for the execution of the Scientific Collaboration the Head of the Department of in the person of Prof.

The Institution and/or Company appoints as its own contact person, with the role of PhD tutor and for all matters or issues related to the execution of the research, Mr./Ms. (full name and corporate or institutional position).

Any replacement of the Scientific Supervisors of the Parties must be promptly communicated in writing to the other Party.

Article 5 – Dissemination and Professional Training Activities

The Institution and/or Company, in order to enhance the results of the research through specific dissemination and promotion of training activities, agree to jointly evaluate the opportunity to undertake:

- participation in national and international conferences related to the activities carried out;
- scientific publications concerning the activities and results of the scientific collaboration, while safeguarding any needs for protection and patentability of the results pursuant to the provisions of the following Article 6.

Article 6 – Intellectual Property and Publications

The results of the activities carried out under this agreement shall be jointly owned. Any publications of the results obtained within the framework of the collaboration shall be made upon mutual agreement of the Parties.

In the case of patentable results, these shall be jointly owned and jointly filed, without prejudice to the moral rights of the authors/inventors in accordance with applicable regulations and the actual inventive contribution.

Subsequent specific agreements will regulate aspects relating to joint ownership, Intellectual Property management, and actions and activities aimed at enhancing and industrially and/or commercially exploiting the invention and the related property rights.



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Article 7 – Secrecy and Confidentiality

(The confidentiality clause must be of a limited duration, generally corresponding to the contract's effectiveness or, in any case, not exceeding five years after the contract's expiration).

By signing this Contract, the Parties expressly undertake, for themselves and for their employees and/or collaborators (throughout the duration of this Contract and for a period of two (2) years after its termination or resolution):

- not to disclose facts, information, knowledge, documents, technical or industrial secrets, know-how, and Intellectual Property information, hereinafter collectively referred to as “Confidential Information,” of which they become aware or are communicated by the other Party in confidence by virtue of this Contract, and not to make them accessible to Third Parties in any way;
- to use all appropriate means and undertake any and all reasonably necessary actions or activities to ensure that the Confidential Information is not freely accessible to Third Parties;
- not to use the Confidential Information in any way for purposes other than those connected with the execution of this Contract;
- not to duplicate, copy, reproduce, record, or otherwise represent, except as required by the execution of this Contract or with the express consent of the entitled Party, using any suitable means, in whole or in part, files, documents, lists, records, reports, notes, drawings, diagrams, forms, correspondence, or any other material containing one or more Confidential Information;
- to return or immediately destroy, upon written request of the entitled Party, any and all files, documents, lists, records, reports, notes, drawings, diagrams, forms, letters, and any other material, including copies or reproductions thereof, containing one or more Confidential Information, unless there is a legal obligation to retain them;
- to return or destroy immediately, upon termination or resolution of this Contract, any and all files, documents, lists, records, reports, notes, drawings, diagrams, forms, letters, and any other material, including copies or reproductions thereof, containing one or more Confidential Information, unless there is a legal obligation to retain them.



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Exceptions to the above shall include:

- (a) information, data, and knowledge communicated by one Party to the other that are expressly intended for publication or public dissemination;
- (b) information, data, and knowledge already in the public domain or otherwise freely accessible to Third Parties;
- (c) information, data, and knowledge that at any time become public domain or freely accessible to Third Parties, provided such disclosure or accessibility was not caused by unlawful conduct or expressly forbidden by the communicating Party, and from the moment they become public domain or accessible;
- (d) information, data, and knowledge for which the entitled Party provides written consent for their disclosure or free accessibility, and only within the limits, terms, and conditions of that consent;
- (e) information, data, and knowledge demonstrably in the legitimate possession of one Party before communication by the other Party or otherwise acquired during and by virtue of the collaboration;
- (f) information demonstrably in the legitimate possession of a Party independently from the collaboration;
- (g) information a Party is required to disclose or make accessible in compliance with laws or regulations or by order of Public Authorities, limited to what is strictly required.

For the purpose of this Article, Third Parties shall be deemed any subjects other than the Parties who are not their representatives, employees, collaborators, or consultants. Even such individuals may be considered Third Parties regarding specific Confidential Information if, by the nature of their relationship with the Parties, they have no reason or need to access it or if the entitled Party has expressly prohibited its communication.

Article 8 – Use of Logo

The Parties undertake to protect and promote the image of the joint initiative and of each Party. In particular, the logos of the Parties may be used in the context of the joint activities covered by the Scientific Collaboration.



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This Agreement does not entail any endorsement, licensing, or use of the University's name, trademark, or visual identity for commercial or advertising purposes. Such extraordinary or non-institutional use must be regulated by specific agreements, approved by the competent bodies and compatible with the protection of the University's image.

Article 9 – Validity, Duration, and Renewal of the Agreement

This Contract enters into force upon its signing by the Parties (in the case of deferred signature, from the date of the last signature) and shall last for two (2) years. It may be renewed or extended by written agreement approved by the Deliberating Bodies of the Parties, to be proposed at least two months before its expiry.

Upon expiration of this Agreement, the Parties shall prepare an evaluation report on the collaboration and the results achieved, as well as any future objectives.

Article 10 – Withdrawal

Each Party may freely withdraw from this Contract by giving written notice to the other Party by registered letter with return receipt or certified email (PEC), with at least sixty (60) days' notice.

Activities carried out and objectives achieved up to the effective date of withdrawal shall remain jointly owned in accordance with Article 6 above.

Article 11 – Insurance Coverage, Health and Safety in the Workplace

Each Party shall ensure statutory insurance coverage for its personnel who, under this agreement, will attend the premises where the activities are carried out.

The personnel of both contracting Parties shall comply with the disciplinary and safety regulations in force at the activity locations relevant to this agreement, respecting the provisions of Legislative Decree no. 81 of April 9, 2008, and subsequent amendments, particularly the obligations set out in Article 20 of the aforementioned Decree, as well as the instructions of the head of the prevention and protection service.

Personnel from both Parties, including any external collaborators designated by them, must, before entering the premises of the Parties, acquire information regarding safety, prevention, protection, and health measures and must sign a specific declaration to that



effect.

The obligations under Article 26 of Legislative Decree 81/2008 and the provision of personal protective equipment (PPE), in relation to specific risks present at the host facility, fall under the responsibility of the head of the host facility. All other obligations lie with the head of the originating institution.

Article 12 – Personal Data Processing

The Parties declare that they have informed each other and expressly consent that personal data provided, including orally, for pre-contractual activities or otherwise collected during and in connection with the performance of this agreement, may be processed solely for its purposes through consultation, processing, comparison with other data, and/or any further manual and/or automated processing and, additionally, for statistical purposes using anonymized data only. Data may also be communicated to public entities upon request to pursue their institutional purposes, and to private entities, if the request is compatible with the institutional purposes of the contracting Parties.

All of the above in compliance with Legislative Decree 196 of 30.06.2003, as amended by Legislative Decree 101/2018, adapting to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – GDPR).

Article 13 – Dispute Resolution

The Parties agree to amicably resolve any dispute that may arise from the interpretation or execution of this Agreement.

If an amicable settlement is not possible, the Parties designate the Court of Rome as the sole competent court for any dispute concerning the validity, interpretation, and execution of this agreement.

Article 14 – Communications

All communications relating to or in connection with the execution of this Contract shall be sent to the following addresses:

For the Company or Institution



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For the Department of Educational and Sport Sciences – DISES of Pegaso Telematic University

amministrazione.dises@unipegaso.it

For the Department with Scientific Responsibility of Pegaso Telematic University¹

.....

Any change to the contact details listed above must be promptly communicated to the other Party. Until such communication is made, messages sent to the previously indicated contacts will be considered validly delivered.

Article 15 – General Clause

This Contract replaces and supersedes any prior agreements or understandings between the Parties regarding its subject matter, whether written or oral.

Any amendment to this Contract shall be valid and effective only if made in writing and signed by the Parties.

For anything not expressly provided for herein, the Parties undertake to enter into negotiations in good faith to define matters that may arise from time to time.

Article 16 – Partial Invalidity or Ineffectiveness of the Agreement

This Contract is the result of negotiation between the Parties and has been jointly drafted. By signing this document, the Parties declare that they approve it in its entirety.

Should one or more clauses of this Contract be declared null, voidable, invalid, or otherwise ineffective, such nullity, voidability, invalidity, or ineffectiveness shall not affect the remaining provisions of the Contract, which shall be deemed modified to reflect the presumed or presumed common intention of the Parties to the extent necessary to make them valid and effective.

Article 17 – Registration and Expenses

This agreement, signed digitally, is subject to registration only in case of use pursuant to

¹ If not coinciding with the Department responsible for administrative matters



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Articles 5, paragraph 2, and 39 of Presidential Decree No. 131/1986. Such costs shall be borne by the requesting Party.

Stamp duty expenses related to this contract shall be borne by the Company (*in the case of a private contractor; in the case of a public or institutional body, to be negotiated*).



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Naples, on

For the Company or Institution

.....

For the Department of Educational and Sport Sciences – DISES of Pegaso Telematic University

Prof. Francesco Peluso Cassese

.....

TECHNICAL ANNEX

Partner	<i>[Specify partner details]</i>
Agreed Objectives	<i>[Specify agreed objectives in detail]</i>
Activities to be carried out and methods	<i>[Specify activities and methods in detail]</i>
Timeline/Implementation phases/Delivery deadlines <i>[Specify expected timeframes for intermediate and final results]</i>	<i>[Specify expected timeframes]</i>



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Human and material resources dedicated	<i>[Specify involved resources and materials in detail]</i>



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