##

## PARTNERSHIP AGREEMENT

## GOVERNING THE DOUBLE SUPERVISION AND AWARDING OF A DOCTORATE DIPLOMA BETWEEN UNIVERSITY OF LJUBLJANA AND POLITECNICO DI MILANO

**Between**

* University of Ljubljana, Kongresni trg 12, 1000 Ljubljana, Slovenia,

hereinafter referred to as ‘UL’,

represented by Prof. Dr. Gregor Majdič, Rector,

and

* Politecnico di Milano, Department of Electronics, Information and Bioengineering, Piazza Leonardo da Vinci, 32, 20133 Milano, Italy
hereinafter referred to as ‘POLIMI’,
represented by Prof. Donatella Sciuto, Rector,

jointly referred to as ‘the partner institutions’

and

* Narendra Singh, hereinafter referred to as ‘the PhD candidate,

in which the aforementioned parties are jointly referred to as ‘***the parties’***,

**and in due observance of the following:**

* Higher Education Act of the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 32/12 – officially consolidated text with amendments, supplements and corrections);
* Rules for doctoral studies at Faculty of Mechanical Engineering, University of Ljubljana (UL FS);
* Rules and Regulations for Doctoral Studies at the University of Ljubljana;
* Rules on the Management of Industrial Property Rights at the University of Ljubljana;
* Rules and Regulations of Italian Ministerial Decree no. 226 of 14.12.2021
* Regulations on the PhD Programmes at Politecnico di Milano, issued on 1 April 2022;
* the readiness on the part of professors Robert Kunc (UL FS) and José Félix Rodríguez Matas (POLIMI) to assume supervision of the double doctorate in execution of the present agreement;

**the following has been agreed**:

**Article 1 – joint supervision and the award of a doctoral degree**

The partner institutions hereby agree that they shall assume joint responsibility for the supervision of the PhD candidate’s doctoral research project, the organisation of the doctoral examination and the award of a doctoral degree.

PhD candidate’s personal details:

* Surname and first name: Singh Narendra
* Date of birth: 3. 1. 1993
* Place of birth: Sawairam ki dhani, Sikar, India
* Nationality: Indian
* Official address (for correspondence): Aškerčeva cesta 6, 1000 Ljubljana, Slovenia
* E-mail address: narendra.singh@fs.uni-lj.si

**Article 2. – Supervision of the PhD candidate**

The PhD candidate shall be supervised by the following PhD supervisors:

* At UL:
	+ Name: Dr. Robert Kunc (main PhD supervisor)
	+ Faculty or Department: Faculty of Mechanical Engineering, University of Ljubljana
	+ Position: Assoc. Professor
	and
	+ Name: Dr. Jovan Trajkovski (PhD co-supervisor)
	+ Faculty or Department: Faculty of Mechanical Engineering, University of Ljubljana
	+ Position: Assist. Professor
* At POLIMI:
	+ Name: Dr. José Félix Rodríguez Matas (PhD co-supervisor)
	+ Faculty or Department: Department of Chemistry, Materials and Chemical Engineering ‘Giulio Natta’, Politecnico di Milano
	+ Position: Assoc. Professor

The PhD supervisors undertake to assume fully their responsibilities as the PhD candidate’s supervisors, which includes holding consultations when required so as to be able to assess the progress being made in the research project.

**Article 3. – Admission to doctoral studies – Doctoral thesis subject**

The PhD candidate has been admitted to the doctoral programme by both partner institutions:

* At UL:
	+ admission to the doctoral programme in Mechanical Engineering

on the following date / starting from academic year: 2020/2021

* At POLIMI:
	+ admission to the doctoral programme in Bioengineering

on the following date / starting from academic year: 2020/21 starting from 1st November 2020 – 36^ cycle

The subject of the doctoral thesis is: Material characterisation of soft tissues.

**Article 4. – Main institution – partner institution: responsibilities, regulations and communication**

University of Ljubljana, Faculty of Mechanical Engineering (UL FS) will act as the main institution.[[1]](#footnote-1)

Politecnico di Milano,Department of Electronics, Information and Bioengineering will act as the partner institution.

With regard to the supervisory committee, the doctoral training programme (art. 6), the composition of the examination committee (art. 11), the requirements of the doctoral thesis and the defence (art. 12), the regulations and guidelines of the main institution shall apply[[2]](#footnote-2).

Both partner institutions keep each other informed about the progress and changes of the doctoral research. The PhD candidate him/herself is responsible for the progress reporting at both institutions, according to the applicable procedure of each institution.

At UL FS, evaluation of the progress shall be documented via yearly progress reports and submitted to the Student Office of the UL FS and to Dr. Robert Kunc (main PhD supervisor) and Dr. Jovan Trajkovski (PhD co-supervisor).

At POLIMI: the research progress shall be documented via a yearly written progress report and an oral presentation given to a commission composed of 3 to 5 members of the PhD Faculty Board. The final year evaluation establishes the candidate's admission to the final PhD defence.

The main institution informs the partner institution as soon as possible and at the latest 3 weeks before the defence (see art. 12) about the following: the completion of the doctoral training programme, the admission to defend, the composition of the examination committee, the official title of the doctoral thesis and the date of defence. Each institution appoints an office/department responsible for this communication.

* At the main institution:
	+ Office/Department: Student Affairs Office UL FS
	+ (General) email address: FS.doktorski@fs.uni-lj.si
* At the partner institution:
	+ Office/Department: Department of Electronics, Information and Bioengineering
	+ (General) email address: phd-bio@polimi.it

Unless specified otherwise in this agreement, the main institution is the institution where the tuition fees are due (art. 5).

**Article 5. – Enrolment and tuition fees**

Each academic year, the PhD candidate is required to (re-)register as a PhD candidate at UL FS and pay contributions that are not included in the tuition fee and are required for study obligations (i.e. library fee, software licences). Enrolment is compulsory from the moment this agreement takes effect and the PhD candidate will be enrolled annually at both institutions. However, the enrolment fees will be paid only to the home Institution, i.e. the University of Ljubljana.

**Article 6. – Doctoral Training Programme**

The PhD candidate must meet the requirements of the doctoral training programme of the main institution and will be exempt from completing a doctoral training programme in the partner institution, unless otherwise agreed upon in this agreement. The training courses delivered by one of the Parties to the doctoral student shall be recognised by the other Party.

At least 30 ECTS credits related to courses must be obtained in both Universities.

A(n) (partial) exemption from the doctoral training programme as stated in this agreement, is only possible through written agreement by the competent authorities of both institutions.

The PhD candidate will, in any case, be entitled to participate in the doctoral training programme at both institutions according to the relevant regulations.

On signing the agreement, the doctoral candidate and the supervisors agree to act in accordance with the doctoral regulations in force at both universities, UL FS and POLIMI. This meaning that before completing the doctoral thesis, the doctoral student must have completed the following obligations:

|  |  |  |  |
| --- | --- | --- | --- |
| **Subject** | **ECTS Credits** | **Year** | **Institution** |
| Finite element and boundary element methods | 10 | 1 | UL FS |
| Computational Engineering Methods | 10 | 1 | UL FS |
| Nonlinear mechanics of materials | 10 | 1 | UL FS |
| Research work - 1Y-10 ECTS | 10 | 1 | UL FS |
| Research work - 1Y-15 ECTS | 15 | 1 | UL FS |
| Seminar I | 5 | 1 | UL FS |
| Mechanisms | 10 | 2 | UL FS |
| Research work - 2Y-20 ECTS | 20 | 2 | UL FS |
| Research work - 2Y-25 ECTS | 25 | 2 | UL FS |
| Doctoral Dissertation Thesis | 5 | 2 | UL FS |
| Presentation of research work for doctoral dissertation  | 5 | 3 | UL FS |
| Research work - 3Y-25 ECTS | 25 | 3 | UL FS |
| Research work - 3Y-30 ECTS | 30 | 3 | UL FS |
| The preparation and defence of doctoral work | 5 | 4 | UL FS /POLIMI |
| Research work - 4Y-25 ECTS | 25 | 4 | UL FS |
| Research work - 4Y-30 ECTS | 30 | 4 | POLIMI |

**Article 7. – Award of the degree**

In conformity with the regulations in force within each institution and on the basis of a favourable report from the examination board, the two institutions undertake to award a double doctorate to the successful candidate – via two separate diplomas.

The two institutions undertake to award a double degree of

**Doktor from the University of Ljubljana**

and

**‘Dottorato di ricerca in Bioingegneria’ (Philosophy Doctor in Bioengineering)****from POLIMI.**

At UL FS, the partnership with the other institution and the joint supervision of the thesis will be mentioned on the diploma supplement.

At POLIMI, the partnership with the other institution and the joint supervision of the thesis will be mentioned on the diploma supplement.

**Article 8. – Insurance cover and protection measures**

The PhD candidate will undertake all necessary steps in order to arrange health insurance. Through the annual enrolment as PhD student at both institutions, he is covered against physical injuries and third party liability whilst performing his duties within the framework of the doctoral research at both institutions.

The PhD candidate will be required to show proof of health insurance before assuming his residency at the hosting institutions.

**Article 9. – Research at partner institution**

The PhD candidate shall spend alternate or consecutive research periods at both partner institutions. The PhD candidate will spend periods of research at both institutions (comprising a minimum period of 12, non-consecutive, months at POLIMI), to be defined with mutual agreements between the supervisors and the PhD candidate.

**Article 10. – Financial provisions**

Any contribution towards the costs related to periods of research spent at the partner institution, attendance of national and international conferences, the organisation of the PhD defence, and other costs specific to the PhD programme shall be discussed and determined in mutual agreement between the supervisors from the partner institutions.

UL FS and POLIMI shall agree, at any given time, on how to contribute to the expenses that the doctoral candidate may have while undertaking his doctoral thesis, such as attending national or international conferences, organisation of the defence of the doctoral thesis and other expenses specifically related to the doctoral programme over the initial three/four-year period.

On the other hand, both of the institutions (UL FS and POLIMI) shall bear 100% of the cost of the doctoral programme registration and tuition fee for the time of the employment at each institution.

The funding at UL FS shall be settled in individual employment contracts. There shall therefore be no financial flow between the Parties.

**Article 11. – Examination board for the Doctoral examination**

The examination board set up for the doctoral examination (doctoral thesis and the defence of the thesis) shall be composed by mutual consent between the partner institutions, in accordance with the regulations in force at the institutions. The examination board shall consist of a minimum of one member from POLIMI, two members from the University of Ljubljana and two external members, also acting as external reviewers, to both partner Institutions.

According to the UL FS regulation, both supervisors may be members of the board, but shall not participate in the assessment process.

**Article 12. – Doctoral thesis defence**

The public defence of the doctoral thesis shall take place at one of the partner institutions (in principle this is the home institution) but is recognised by all institutions involved.

In the present case, the public defence will take place at UL FS.

**Article 13. – Language**

Doctoral thesis:

The doctoral thesis shall be written in English.

An abstract of the doctoral thesis shall be supplied in Slovene and Italian.

Defence:

The defence of the doctoral thesis is to take place in English.

**Article 14. – Protection of research results and property rights**

The research results arising from the doctoral research project shall be the property of UL and POLIMI.

The protection of the research results resulting from the doctoral research project, as well as any matter related to filing them, making them accessible, their publication and exploitation shall be discussed and agreed by the partner institutions and be in accordance with the national and institutional regulations in force.

All registered intellectual property rights (e.g. patents) related to Results shall be notified without delay in writing to the tech transfer office of each institution.

|  |  |
| --- | --- |
| For UL: | For POLIMI: |
|  | Technology Transfer Office |
| Knowledge Transfer Office | Politecnico di Milano |
| University of Ljubljana | Piazza Leonardo da Vinci, 32 |
| Kongresni trg 12 | 20133 Milano, Italy |
| SI-1000 Ljubljana | info.tto@polimi.it |
| ipr@uni-lj.si  |  |

**Article 15. – Non-disclosure of confidential information**

All information in whatever form or mode of communication, which is disclosed by one partner institution or PhD candidate (the “Disclosing Party”) to any other party or parties to this agreement (the “Recipient”) in connection with the background information or data of any party or with the research project itself during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake, for the term of this agreement and additional period of 2 years after the end of the research project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;

- not to disclose Confidential Information without the prior written consent by the Disclosing Party;

- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and

- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the research project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the research project and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;

- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;

- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;

- the Confidential Information was already known to the Recipient prior to disclosure; or

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party or Parties in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Party, and

- comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

The aforementioned notwithstanding, the Parties acknowledge that, since this agreement pertains to doctoral research, the (provisional) publication of the project results is essential for the respective doctoral researcher(s). For this reason, the Parties shall regularly deliberate on the possible publication of (provisional) project results. Notwithstanding a notification of objection, the respective doctoral researcher shall have the right to defend his or her doctoral thesis in accordance with the applicable legislation, examination regulations and prescriptions. If any notification of objection has been received, the Partners involved shall deliberate without delay on taking appropriate measures to allow doctoral thesis defence aiming at guaranteeing the confidentiality of the Confidential Information or the project results which one or more Partners wishes or wish to keep confidential.

**Article 16. – Protection and processing of personal data**

The Parties commit themselves to respect the current European 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 as well as the national applicable laws. The Parties may share Personal Data of individuals involved in the collaboration for the purpose of administering such as: name, business telephone, address, and email (“Business Contact Information”). Each Party may store and otherwise process such Business Contact Information. The Parties agree that Business Contact Information will only be processed to the limited extent as required for the performance of this agreement.

If for the performance of this agreement the processing of other than Business Contact Information is necessary, the Parties commit themselves to agree and enter into a data processing agreement, which shall amend this agreement, as is reasonably required to reflect each Party’s rights and obligations.

**Article 17. – Commencement and validity of the agreement**

The present agreement shall take effect on *(insert date)* and expire once the diploma is delivered.

**Article 18. – Validity of the agreement and settlements of disputes**

The stipulations of this agreement may not conflict with the provisions of the Rules on Doctoral Studies at the University of Ljubljana, nor with the supplementary faculty regulations in place at the UL member where the PhD project takes shape.

The stipulations of this agreement may not conflict with the provisions set in the Regulations on the PhD Programmes at Politecnico di Milano.

In the event of conflicting stipulations and regulations at home institution shall take precedence.

This agreement shall be governed by Slovenian law. Any disputes which may not be settled amicably shall be submitted to the competent courts of Ljubljana.

This present agreement is made and signed in identical copies, one for each party. The present agreement can be signed also in electronic form by using electronic signature. An electronically signed agreement shall be considered legally as effective as an agreement with the original signatures. The parties warrant that the persons undersigning the present agreement are authorised to sign for the organisation they represent.

Drawn up in Ljubljana and Milan, *(insert date)*,

Prof. dr. Gregor Majdič

Rector University of Ljubljana

Prof. dr. Mihael Sekavčnik

Dean Faculty of UL FS

Assoc. Prof. Dr. Robert Kunc,

Supervisor, University of Ljubljana

Assist. Prof. Dr. Jovan Trajkovski,

Co-supervisor, University of Ljubljana

Narendra Singh*,*

PhD candidate

Prof. Donatella Sciuto

Rector, Politecnico di Milano

Prof. Daniele Rocchi

Dean, PhD School

Prof. José Félix Rodríguez Matas

Co-supervisor

1. The designation of the main institution can be determined based on one or more of the following elements: a) Funding: the institution that funds (most of) the doctoral research of the institution to which the supervisor belongs under whose authority the application of the external funding occurred; b) Presence: the institution where most of the doctoral research takes place, where the PhD researcher will spend most of his/her working hours; c) Start: the institution where the doctoral research was initiated, where the PhD researcher first registered. If these criteria are not sufficient to distinguish between the two institutions, the main institution will be designated by mutual agreement. [↑](#footnote-ref-1)
2. If the partner institution wishes to specify additional or other requirements, these must be laid out in this agreement. [↑](#footnote-ref-2)