

**COLLABORATION AGREEMENT BETWEEN THE ROVIRA I VIRGILI UNIVERSITY
AND THE UNIVERSITY OF PISA FOR THE JOINT SUPERVISION OF THE
DOCTORAL THESIS BY MR ALESSANDRO DINISI**

BY AND BETWEEN

Mr Josep Anton Ferré Vidal, Rector of the Rovira i Virgili University by virtue of Decree 72/2014, of 27 May (DOGC 6633, of 29 May 2014), who represents this institution in accordance with the competencies established in article 66 of the Statute of the Rovira i Virgili University, which was approved by Decree 202/2003, of 26 August (DOGC 3963, of 8 September 2003), and modified by the Agreement GOV/23/2012, of 27 March 2 (DOGC 6100, of April 2012). The address of Rovira i Virgili University is C/Escorxador s/n, post code 43003 Tarragona.

And Mr Paolo Maria Mancarella, Rector of the University of Pisa by virtue of Decree of Ministero dell'Istruzione, dell'Università e della Ricerca n. 0000603 del 29/07/2016. The address of the University of Pisa is Lungarno Pacinotti, 43, 56126 Pisa.

The parties declare, under their own responsibility, that they each have the legal capacity required to sign this agreement.

LEGAL BASIS

For the Rovira i Virgili University:

- Royal Decree 1002/2010, of 5 August, regarding the issuance of official university degree certificates.
- Royal Decree 99/2011, of 28 January, modified by Royal Decree 534/2013, Royal Decree 43/2015 and the Royal Decree 195/2016.
- The Academic and Registration Regulations of the URV.

For the University of Pisa:

- The Rectoral Decree 27th February 2012 n. 2711, with which the Statute of the University of Pisa was approved (published in the Official Gazette No. 55, 6th March 2012);
- Article 4 of Law, 3rd July, 1998, n.210 "Regulations for the recruitment of tenured researchers and university professors";

- The Ministerial decree 8th February 2013, n.45 "Regulation on detailed procedures for the accreditation of the seats and of the PhD Programs and the criteria for the establishment of PhD Programs by the contracting institutions";
- The Rectoral Decree, 17th 2017, n.25549 with which the regulation of the University of Pisa for the Doctorate Programs was enacted and in particular Article 25 " Joint -supervision Doctorate";
- The Resolution, n 5 of January 19, 2018, of the Committee of Professors of the PhD Program in Legal Sciences of the University of Pisa with which the activation of the joint-supervision was approved;

ANTECEDENTS

I. Both institutions agree on the importance of cooperation as a means of achieving better quality in education and research.

II. In order to achieve greater efficacy and efficiency in their respective scientific ambits, both institutions wish to develop collaborative research initiatives.

To do this, the signatory institutions agree on the following

CLAUSES

One. Object

The aim of this agreement is to establish a collaboration framework between the Rovira i Virgili University and the University of Pisa to promote the development of scientific research in the form of a jointly-supervised doctoral thesis.

Two. Registration

The Rovira i Virgili University and the University of Pisa, on the basis of the merits valued, propose Mr Alessandro Dinisi to carry out a doctoral thesis within:

- The doctoral programme of Law at the Rovira i Virgili University.
- The doctoral programme of Legal Sciences – Curriculum in Private Law at the University of Pisa.

The conditions for registering for and defending the doctoral thesis, within the frame of the joint supervision agreement, are governed by the regulations applicable to each university regarding doctoral studies, notwithstanding the following provisions.

Three. Access, admission and registration

To access the doctoral programme, the candidate must meet requirements for access and admission that are stipulated by the Rovira i Virgili University and the University of Pisa.

Regarding the Rovira i Virgili University, the doctoral will have to register each academic year in the corresponding doctorate program until the presentation of the thesis. The enrollment fee includes academic tutorship and compulsory insurance. However, the first year of enrollment, the doctoral student from a foreign university will have to pay the academic trajectory rate for university graduates according to foreign educational systems.

Four. Supervision of thesis

The doctoral student must write the doctoral thesis under the supervision and responsibility of a thesis supervisor at both universities.

- At the Rovira i Virgili University, the thesis will be supervised by Dr Sergio Nasarre.
- At the University of Pisa, the thesis will be supervised by Professor Emanuela Navarretta.

The thesis supervisors agree to fully carry out their roles as supervisors to the doctoral student.

The competencies awarded to the thesis supervisor, in accordance with the regulations applied at both universities, must be jointly exercised by both supervisors.

Quality assurance systems will be established at both universities and the thesis supervisors will be responsible for ensuring that the relevant established procedures and reports are complied with at each university.

Five. Research periods

Joint-supervision of the doctoral thesis with research carried out in alternative periods at each university. These periods must have a duration of at least six months (consecutive or alternating).

The student also undertakes to make at least six months of research (not necessarily consecutive) at the University Rovira i Virgili. In this period, the student will carry out his research project, and he undertakes to participate in the initiatives proposed by his supervisor, Prof. Sergio Nasarre Aznar. On the other hand, the student will spend the rest of his PhD, and at least six months (not necessarily consecutive), at his home university, the University of Pisa, where he will complete the doctoral thesis.

The host university, the Rovira i Virgili University, must provide the doctoral student with the necessary information regarding accommodation. Doctoral students must pay for their accommodation and other costs, unless alternative funding is provided for this purpose.

During the research visit at the Rovira i Virgili University, in accordance with the period established in clause five of the present agreement, the health care and civil liability costs for Mr Alessandro Dinisi will be covered by the compulsory insurance premium included in the doctoral registration fees of the Rovira i Virgili University. Furthermore, the doctoral student must take out an additional insurance policy to cover healthcare, invalidity, death and repatriation.

At the University of Pisa, the PhD student's insurance coverage is guaranteed by the normal insurance coverage provided by the University for those who work institutionally within its facilities, even for a specified period of time.

Six. Duration of the thesis

The thesis has to be defended within three years (until 31st October 2020.)

Seven. Language of the thesis

The thesis can be written and, if appropriate, defended in any of the languages of the participating institutions in the joint supervision or in the usual languages of scientific communication in its fields of knowledge.

When the thesis is written in a language other than English, it must be accompanied by a summary version or articles published in the thesis in English.

Eight. Exploitation and protection of results

The authorship and ownership of the exploitation rights that may be generated by the doctoral thesis are governed by the current legislation on intellectual property in each country and in accordance with the statutes and Regulations of the signatory universities.

Students must maintain complete confidentiality regarding all data, results, activities, businesses or concerns relating to either the [acronym of the other university] or the URV of which they may become aware during the execution of experimental research tasks, regardless of whether these are part of their specific work. The student must maintain this confidentiality for a period of 5 (five) years after the collaboration has finished or until an independent party who is not subject to any confidentiality obligation makes public this information.

Ninth. Deposit and defense of the doctoral thesis

The doctoral thesis must be deposited in both universities, but the public defense will only be carried out in **University of Pisa**.

The procedures for the presentation, the deposit and the reproduction of the dissertation will take place in accordance with the rules in force in each country. The legal protection of the subject of the thesis, as well as the publication, the exploitation and the protection of the results obtained with the PhD student's research study in the contracting Universities will be subject to the regulations in force and protected in accordance with the specific procedures of each country involved in the joint-supervision. When required, the provisions relating to the protection of intellectual property rights may be the object of specific protocols or documents.

The defense fees of the doctoral thesis must be met in both universities.

Ten. Examination panel

The examination panel for the defence of the doctoral thesis must be appointed after the thesis has been deposited. It must be made up of members who are agreed on by both signatory universities of this agreement, and it must be formally appointed by the two universities.

The members of the examination panel must be holders of doctoral degrees and have proven research experience.

Eleven. Doctoral degree certificate

After the single defence of the doctoral thesis, each of the universities agrees to issue the corresponding doctoral degree certificate, provided the issuance fees have been paid. The Degree Diploma must specify that it is a PhD Degree in joint-supervision between the University of Pisa and the University of Rovira i Virgili.

Twelve. Administrative management

Any questions regarding the administration of the present agreement may be addressed to:

- At the Rovira i Virgili University:

Postgraduate and Doctoral School
Edifici N5 - Campus Sescelades
Carrer Marcel·li Domingo, 2-4-6
43007 Tarragona
convenisepd@urv.cat

- At the University of Pisa:

Direzione servizi per la Didattica e
l'internazionalizzazione
Unità dottorato di ricerca
Largo B. Pontecorvo 3 – Edificio E –
56127 Pisa.
Cotutele@unipi.it

Thirteen. Duration

This agreement has a duration of 3 academic years from the 2017-2018 course.

Fourteen. Resolution of disputes

The signatories must negotiate and resolve by common agreement any issue or problem that may arise regarding the present agreement. Should they be unable to reach a common agreement, the signatories will resolve their differences regarding the interpretation or fulfilment of this agreement by another means that they will determine by common agreement.

The herewith agreement shall enter into force on the date of the last signature by the legal representative of each contracting University and shall be valid until the title is awarded. The agreement may be amended, by agreement of the parties, even after its signing. The contracting Institutions shall end, jointly and without delay, the provisions of this agreement in the following cases:

- failure of the PhD candidate to enroll in one of the contracting universities;
- written waiver of the PhD candidate to continue the joint-supervision.

In the event of withdrawal of one or both of the supervisors, the partner Universities will strive to identify possible solutions to ensure the achievement of the PhD title in joint-supervision. The cessation of this joint-supervision agreement will result in the cessation of the PhD Program in the university which is the seat of the second registration.

Fifteen. Data protection

All parties agree to respect the legislation on personal data protection for all matters where this legislation is applicable to the information that is the object of this agreement.

Sixteen. Notice

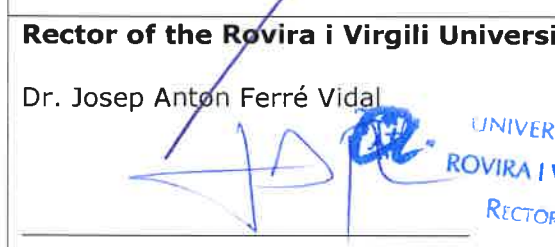
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As proof of conformity, we sign two copies of this agreement **in English**, in the place and on the date indicated below.

Tarragona, September 2, 2017

Pisa _____

28 SET 2018

Thesis supervisor from the Rovira i Virgili University Dr Sergio Nasarre 	Thesis supervisor from University of Pisa Professor Emanuela Navarretta 
Coordinator of the doctoral programme at the Rovira i Virgili University Dr Josep Ramon Fuentes 	Coordinator of the doctoral programme at the University of Pisa Professor Roberto Romboli 
Rector of the Rovira i Virgili University Dr. Josep Anton Ferré Vidal  UNIVERSITAT ROVIRA I VIRGILI RECTORAT	Rector of the University of Pisa Professor Paolo Maria Mancarella 
PhD Student Mr Alessandro Dinisi 	