

INDIVIDUAL AGREEMENT

Agreement regarding a joint supervision of a doctorate leading to the award of a double doctoral degree

THE UNDERSIGNED:

Maastricht University (Host Institution), having its registered office at Minderbroedersberg 4-6 (6211 LK) in Maastricht, the Netherlands, hereby duly represented by its Rector, prof. dr. R. Letschert, hereinafter to be referred to as "**UM**";

And

Università degli Studi di Messina, (Home institution) having its registered office at Piazza Pugliatti 1 (98122) in Messina, Italy, hereby duly represented by its Rector, prof. S.Cuzzocrea, hereinafter to be referred to as "**UNIME**";

Referred to hereinafter jointly as the "**Universities**" and individually as the "**University**";

Having regard to the
Framework cooperation agreement between the University of Messina and Maastricht University,
registration number 69837/2021

Having regard for UM part:

- Regulations for obtaining the doctoral degree Maastricht University

Having regard for UNIME part:

- Law n. 240 of 30/12/2010;
- the Italian Ministry of Education, University and Research Regulation concerning PhD programmes, issued with D.M. n. 45 of 08/02/2013;
- the University of Messina Regulation concerning Research Doctorate course issued with the Rector's Decree n. 1015/2016

AGREE AS FOLLOWS:

ARTICLE 1 THE AGREEMENT

1. In furtherance of the common aim of stimulating scientific cooperation and promoting the mobility of researchers, this agreement sets out the framework for co-supervision of the doctorate of Mauro Cavarra (hereinafter 'Doctoral Candidate').
2. During the legal duration of UNIME doctoral course and of the joint doctoral thesis, the Doctoral Candidate will be already registered at University of Messina and will pay tuition and other fees there.
3. The subject of the Doctoral Candidate's research project is Psychedelic assisted therapy for physical and emotional pain.

INDIVIDUAL AGREEMENT

4. The joint research project and the defence is to be carried out within the framework of both Universities' regulations¹ (hereinafter 'Regulations') and according to the art 7 and art 8 of the present Agreement.
5. The Doctoral Candidate must meet the relevant requirements of both institutions regarding admission to the doctoral program, progress and assessment.
6. Nothing in this agreement shall be taken to overrule national legislation, guidelines and frameworks or institutional regulations covering doctorates and the award of doctoral degrees in either of the two countries where the Universities have their registered offices. Both Universities commit themselves to acting in conformity with this Agreement and with the two Universities' Regulations and codes of practice covering doctoral degrees and to seeking resolution of any difficulties that might arise in the interpretation of those Regulations and this agreement by mutual consent.

ARTICLE 2 EMPLOYMENT AND REGISTRATION

1. At UNIME the doctoral student is already enrolled at the first year of academic year 2020/2021 of the doctoral course in Scienze Cognitive XXXVI Ciclo. The doctoral program lasts three years and will end on November 30, 2023. To Covid-19, UNIME has authorized a three months extension of the duration.
2. The Doctoral Candidate shall be registered at UM for the joint supervision after the signature of this Agreement. He will be exempted from the payment of fees at UM. At UM the student will be allowed to use research and teaching services.

ARTICLE 3 DURATION

1. The two Institutions agree that the duration of the research period is three years starting from 1ST November 2020 according to the legal duration of the Italian Doctoral Programme.
2. Research activities will be divided between the two Universities. According Supervisors. The candidate will spend at the Host University at least 30% of the total duration of the PhD programme and at most 50% of the total duration of the PhD programme.

ARTICLE 4 SUPERVISION

1. The Doctoral Candidate's research will be pursued under the joint supervision of prof. dr. J. Ramaekers (j.ramaekers@maastrichtuniversity.nl) at UM and prof. Carmela Mento (carmela.mento@unime.it) at University of Messina (hereinafter to be referred to as 'Supervisors').
2. The Supervisors undertake to carry out to the full extent their role of supervisor as defined by the Regulations and support each other in the execution of their duties as supervisors. The Supervisors will confer regularly with regard to the progress of the Doctoral Candidate's research.
3. Should either of the Supervisors withdraw or be withdrawn from this responsibility during the Doctoral Candidate's research, s/he will be replaced by a supervisor from the corresponding

¹ The applicable regulation for UM is the Regulations for obtaining the doctoral degree Maastricht University which can be found here: <https://www.maastrichtuniversity.nl/nl/support/phds>. In any given case, the most recent version of the Regulations always applies.
The applicable regulation for University of Messina is Regolamento del dottorato di ricercar presso l'Università degli Studi di Messina which can be found here: <https://www.unime.it/it/node/79743>.

INDIVIDUAL AGREEMENT

University in accordance with the regulations in force there. If it is not reasonably possible to replace the supervisor within a reasonable period, the Doctoral Candidate will be guaranteed the possibility to complete his/her doctoral research at the University of his/her remaining supervisor. The latter will not lead to the award of a joint doctoral degree from both Universities.

ARTICLE 5 LANGUAGE

The doctoral thesis shall be written in English. The defence is to be conducted in English. An extended written summary of the thesis shall be attached in English and in Italian, if required.

ARTICLE 6 INSURANCE

Before commencing his stay at either University, the Doctoral Candidate shall procure adequate health, third party liability and accident insurance. UNIME guarantees third party liability and accident insurance within the limits established by the Italian law. The Student subscribes additional health and liability insurance guarantees from an insurance company of his choice. During mobility periods abroad, the Doctoral Candidate must also have insurance covering repatriation in case of accident or illness, as established in each University's regulations.

ARTICLE 7 ASSESSMENT AND ASSESSMENT COMMITTEE

1. The partners agree that the deadline for the submission of the final thesis is December 31, 2023, end date of the PhD Programme of Mauro Cavarra.
2. Before the student can take his only public dissertation defence (final examination) UNIME and UM will assess the research as follows.
 - 2.1. In order to defend his thesis for UNIME (Home Institution)
 - a. The thesis will be evaluated by two reviewers. The reviewers must be external to the doctoral schools and to the two Universities.
 - b. The reviewers give to the Board of Professors (Collegio dei Docenti) their opinion in written reports. The current Italian law provides the reviewers can propose to the Board of Professors to extend the thesis discussion until up to a maximum deadline (6 months).
 - c. The Board of Professors sends the assessment reports to the Supervisors. The Supervisors send the Reports to the UM Assessment Committee for the UM Assessment procedure.
 - 2.2 In order to defend his thesis for UM (Host Institution):
 - a. Before a Doctoral Candidate can defend his thesis, a committee appointed by the UM Board of Deans must assess and decide whether he has provided such proof of competence that he may be admitted to the degree procedure (hereinafter to be referred to as 'Assessment Committee'). The composition of the Assessment Committee must meet all of the following requirements:
 1. The Assessment Committee must consist of a minimum of four and a maximum of six members.
 2. The Assessment Committee must be composed of at least one member from each of the universities.
 3. The Assessment Committee must include two members external to both universities.
 4. At least half of the members of the Assessment Committee must be professors;
 5. Neither a supervisor nor a co-supervisor may be appointed as a member of the Assessment Committee.

INDIVIDUAL AGREEMENT

6. The chairman of the Assessment Committee must be a professor from UM.

ARTICLE 8 DEFENCE

1. If the Board of Professors of UNIME and the Assessment Committee of UM deem that the Doctoral Candidate can be admitted to the doctoral degree ceremony, the doctoral thesis shall be defended publicly only at UM, according to the applicable Regulations.
2. The doctoral degree ceremony shall take place before a defence committee (hereinafter 'Defence Committee').
3. The composition of the Defence Committee shall be as follows:
 - a. the members of the Assessment Committee, as stipulated in article 7 of this Agreement. They are members of the Defence Committee and express their view on the outcome but do not express a final evaluation;
 - b. the supervisors and any co-supervisors, according to UM Regulations. They express their view on the outcome but do not express a final evaluation;
 - c. a total number of four professors in the same scientific area of research and will be composed as follows: two professors from the two universities and two professors from outside the two universities, , at the balanced proposal of the Supervisors.;
 - d. recognized experts without doctoral degrees in the area of the research subject may also be members of the Defence Committee if the Board of Deans has granted special permission.According to the Regulations of UM and UNIME, the Defence Committee will be formally appointed by UNIME Rectoral Decree at proposal of Supervisors accepted by the Board of Professors of UNIME

ARTICLE 9 DOCTORAL DEGREE

1. After the formal completion of all requirements necessary to obtain the doctoral degree according to the Regulations, each University shall award a doctoral degree and shall present a separate doctoral diploma to the Doctoral Candidate.
2. In the Netherlands (UM) the degree that shall be conferred is Doctor. In Italy (UNIME) the degree that shall be conferred is Dottore di Ricerca (Doctor of Philosophy, PhD) in Scienze Cognitive (*Cognitive Science*)

ARTICLE 10 INTELLECTUAL PROPERTY

1. Intellectual property includes, but is not limited to, (confidential) information, knowledge, results, findings, know how, regardless of whether they can be protected or not by intellectual or industrial property rights (such as patent rights) and including copyrights on scientific publications and the doctoral thesis, developed on the basis of a doctoral programme undertaken by a Doctoral Candidate during the course of this agreement (hereinafter to be referred to as 'IP'). The IP belongs to the University where the Doctoral Candidate has generated the IP.
2. When the two Universities generate the IP such that the IP cannot be separated and attributed to one of them, then the Universities will have joint ownership in equal shares, unless otherwise agreed upon in writing.

INDIVIDUAL AGREEMENT

3. Contrary to clauses 10.1 and 10.2, if agreements have been made with third parties on the funding of the doctoral degree programme and related IP, the Universities together with those third parties shall conclude a further agreement on the distribution of IP, preferably before the start of the doctoral degree programme.
4. In case of joint ownership of IP, the Universities will have the joint right to determine the commercial exploitation and disposition of such IP and make joint applications for the registration on the same as they jointly deem necessary.
5. Neither University will disclose to a third party not relevant to the IP, license, use commercially, register or otherwise deal in such IP without the prior written approval of the other University. Before any registration or commercialization of any IP takes place, the Universities agree to reach a separate written agreement relating to such registration or commercialization, and will include topics such as exploitation rights, revenue sharing and cost sharing.

ARTICLE 11 PRIVACY

1. Where in this Article terms are employed that correspond with definitions from Article 4 of the General Data Protection Regulation (GDPR), these terms shall be assigned the meaning of the terms in the GDPR. A Data Exporter is the Controller who transfers the Personal Data. The Data Importer is the Controller who receives from the Data Exporter Personal Data for further processing on its own behalf.
2. With regard to the doctoral candidate's personal data, each University is a Controller within the meaning of the GDPR and the Universities are not joint Controllers in the sense of Article 26 GDPR.
3. If University of Messina is a public authority or body outside of the European Union or the European Economic Area, then this contract shall be seen as a legally binding and enforceable instrument in accordance with Article 46(2)(a) GDPR. If University of Messina is not a public authority or body outside of the European Union or the European Economic Area and Maastricht University is the Data Exporter, it shall transfer Personal Data to the other University on the grounds that the transfer is necessary for important reasons of public interest, as stipulated in Article 49(1)(d) GDPR. Those important reasons of public interest are Maastricht University's aim of stimulating scientific cooperation and promoting the mobility of students.
4. The Data Exporter and the Data Importer warrant and undertake that:
 - a. The Data Importer has collected, processed and transferred the Personal Data in accordance with the GDPR, or, if the Data Exporter does not fall within the scope of the GDPR, the relevant data protection laws applicable to the Data Exporter.
 - b. The Data Importer will process the Personal Data as an independent Controller in accordance with the GDPR, in particular with regard to Data Subject's rights and articles 32 to 36 GDPR, or if the Data Importer does not fall within the scope of the GDPR, the relevant data protection laws applicable to the Data Importer.
 - c. The Data Exporter and Data Importer will respond to enquiries from Data Subjects and a Supervisory Authority concerning its respective Processing activities. If a University receives enquiries about Processing by the other University, it shall immediately notify that University insofar as the law permits this. If the other University is unwilling or unable to respond, the University that has received the enquiries shall respond to such enquiry to the best of its abilities.
 - d. The Data Importer and the Data Exporter shall each perform their obligations under this agreement at their own cost.

INDIVIDUAL AGREEMENT

- e. The Data Importer and the Data Exporter shall have in place appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the Processing and the nature of the Personal Data to be protected.

ARTICLE 12 LIABILITY

The Universities do not assume liability for damages and losses caused by force majeure.

ARTICLE 13 POINT OF CONTACT

The Universities, through the Supervisors, will communicate to one another all the information and documentation needed for the joint supervision of the Doctoral Candidate's doctoral research and the preparation and submission of the doctoral thesis.

Prof. dr. J. Ramaekers
j.ramaekers@maastrichtuniversity.nl
Maastricht University
PhD Office
Universiteitssingel 40, UNS40 6229 ER
Maastricht
Netherlands
The Netherlands
Phd-office@maastrichtuniversity.nl

Prof.ssa Carmela Mento
carmela.mento@unime.it
Università degli Studi di Messina
Un. Op. Dottorati di Ricerca
Via Consolato del mare, 41
Messina
Italy
dottorati@unime.it

ARTICLE 14 MISCELLANEOUS

1. This agreement shall take effect upon signature by the legal representatives of the Universities and endorsement by the Doctoral Candidate. It shall be valid until the day following the day on which the doctoral degrees are awarded to the Doctoral Candidate.
2. This agreement can be modified or terminated in writing in the following ways:
 - a. by the mutual consent of the Universities;
 - b. by the Doctoral Candidate, in writing, giving a summary of the reasons for the decision;
 - c. by either University, if one of the Supervisors renounces or is relieved of his responsibility and a suitable replacement supervisor cannot be found within a reasonable time;
 - d. by either University, should the Doctoral Candidate be in serious and ongoing breach of the Regulations;
 - e. by either University, if the Doctoral Candidate fails to make satisfactory academic progress and the normal procedures of the university for dealing with the problem have not been effective;
 - f. for other reasons that the universities agree give reasonable cause for termination of the agreement.
3. All disputes arising out of or in connection with the interpretation or the performance of this Agreement shall be settled amicably between the Supervisors. If the matter is not resolved within thirty calendar days, it shall be referred to the deans of the respective faculties involved in the Agreement. If the deans are unable to resolve a matter within thirty calendar days, it shall be referred to the rector of each University. The rectors' attempt to bring about an amicable solution

INDIVIDUAL AGREEMENT

shall be considered to have failed if the dispute is not resolved within 30 days from the date of the referral of the dispute by the deans, in which case paragraph 4 of this article shall apply.

4. If a dispute cannot be resolved amicably then the dispute shall be governed by the provisions of national law of the defendant and shall be subject to the jurisdiction of the courts in the country of the defendant. The defendant is the University against whom the first claim has been lodged. The courts of the country of the defendant are subsequently exclusively competent to deal with any and all (counter) claims related to that (first) claim. The (first) date of serving the writ of summons determines when the first claim had been lodged.

THUS AGREED BY THE PARTIES:

Maastricht University

Date: / /

Università degli Studi di Messina

Date: / /

Prof. dr. R. Letschert
Rector

Prof. S. Cuzzocrea
Rector

ENDORSED BY

Maastricht University

Date: / /

Coordinator and Supervisors
Prof. dr. Jan Ramaekers (Supervisor)

Prof. Alessandra Falzone (Coordinator)

Prof. Carmela Mento (Supervisor)

For Acceptance
Dr. Mauro Cavarra
Doctoral Candidate UNIME