

**PARTNERSHIP AGREEMENT
FOR THE CREATION OF A COLLABORATIVE NETWORK OF DOCTORATE
PROGRAMMES
IN PHYSICS AND CHEMISTRY OF ADVANCED MATERIALS (PCAM)**

AMONG

UNIVERSITA` DEGLI STUDI DI MILANO-BICOCCA

having its registered office at Piazza dell'Ateneo Nuovo 1, 20126 Milan, Italy,
legally represented by Prof. Giovanna Iannantuoni, the Rector

UNIVERSIDAD AUTÓNOMA DE MADRID

having its registered office at Einstein st. #3, Campus Cantoblanco, 28049 Madrid, Spain,
legally represented by Rafael Garesse Alarcón, the Rector

UNIVERSITY OF THE BASQUE COUNTRY

having its registered office at Campus de Leioa, Barrio Sarriena s/n, 48940 Leioa, Bizkaia, Spain,
legally represented by Prof. Nekane Balluerka, the Rector

UNIVERSITA` DEGLI STUDI DI MILANO

having its registered office at via Festa del Perdono 7, 20122 Milan, Italy,
legally represented by Prof. Elio Franzini, the Rector

UNIVERSITY OF SOUTHERN DENMARK (SDU)

having its registered office at Campusvej 55, Odense, Denmark,
legally represented by Prof. Dr. Henrik Dam, the Rector

JAGIELLONIAN UNIVERSITY IN KRAKOW

having its registered office at Collegium Novum, ul. Golebia 24, 31-007 Kraków, Poland,
legally represented by Prof. dr. hab. Med. Wojciech Nowak, the Rector

KAUNAS UNIVERSITY OF TECHNOLOGY

having its registered office at K. Donelaičio g. 73, LT-44249 Kaunas, Lithuania,
legally represented by Prof. Dr. Eugenijus Valatka, the Rector

SORBONNE UNIVERSITE

having its registered office at 21, rue de l'École-de-médecine 75006 Paris, France,
legally represented by Prof. Jean Chambaz, the University President

CARL V. OSSIETZKY UNIVERSITY, OLDENBURG

having its registered office at Ammerländer Heerstr. 114-118, 26129 Oldenburg, Germany,
legally represented by Prof. Dr. Hans Michael Piper, the University President

M.V. LOMONOSOV MOSCOW STATE UNIVERSITY

having its registered office at Leninskiye Gory 1, Moscow, 119991, GSP1, Russia,
legally represented by Full member of Russian Academy of Science Victor A. Sadovnichiy, the Rector

GRAZ UNIVERSITY OF TECHNOLOGY

having its registered office at Rechbauerstraße 12, 8010 Graz, Austria,
legally represented by Prof. Harald Kainz, the Rector

UNIVERSITY OF LUXEMBOURG

having its registered office at 162A, Avenue de la Faiencerie, L-1511 Luxembourg,
legally represented by Prof. Dr. Rolf Tarrach, the President

TECHNISCHE UNIVERSITÄT DRESDEN

having its registered office at Helmholtzstraße 10, 01069 Dresden, Germany
legally represented by Prof. Dr. Hans Müller-Steinhagen, the Rector

FRIEDRICH SCHILLER UNIVERSITY JENA

having its registered office at Fürstengraben 1, 07743 Jena, Germany
legally represented by Prof. Dr. Walter Rosenthal, the President

UNIVERSITY OF TRIESTE

having its registered office at Piazzale Europa 1, 34100 Trieste, Italy
legally represented by Prof. Roberto Di Lenarda, the Rector

DESCRIPTION AND OBJECTIVES OF THE PROJECT

The Institutions involved in the creation of this collaborative network of doctorate programmes intend to promote and to strengthen scientific and academic cooperation. They share the following views:

- the **importance** of an international research policy
- the **value** of a cross-border approach in continuously optimizing higher education.

1. Objectives of the project

The main purpose of this Project is to offer scientific competitive education and research training at the doctorate level in a European context. To this aim, the Higher Education Institutions express their intention to start a collaborative network of doctorate programmes in Physics and Chemistry of Advanced Materials, PCAM, as listed in Annex 1. They mutually agree to provide, when possible, an additional certificate stating that their resulting doctorate degrees are European. The additional certificate in itself has not the rank of an academic degree.

The collaborative network of doctorate programmes in Physics and Chemistry of Advanced Materials will be managed by a Governing Board (Annex 2) composed of representatives of the participating universities appointed by their Rector.

2. Admission criteria to the collaborative network of doctorate programmes

Candidates must meet the admission requirements of the home institutions for their programmes of doctorate. Candidates must also demonstrate a strong international vocation, background knowledge in addition to specific interest in physics, chemistry of advanced materials and a very good level of the English language.

The opportunity to participate in this collaborative network of doctorate programmes will be given to a selected number of candidates under the joint supervision of senior academic staff from the involved universities and after obtaining a positive consent by the Governing Board.

3. Programme of studies

Candidates must fulfil the rules of the local doctorate programme in which they have been enrolled at the home university. In addition, they can join any of the doctorate programmes in Physics and Chemistry of Advanced Materials listed in the Annex 1, which are already available at the other partner universities. They may also have to attend courses and pass exams in these fields at some of the other universities of a foreign country. In order to do research work, it is most advisable that the applicants spend six months abroad at one of the universities of a foreign country signing this agreement. It is required, however, that at least 3 months are spent abroad, either at a university signing this agreement or at an affiliated industrial PCAM partner having signed the affiliation agreement, Annex 4.

One supervisor at the home institution shall be appointed for each PhD applicant registering subject to the doctorate rules of the home institution, and a second supervisor shall be appointed at the guest Institution. They shall co-ordinate the Candidates academic and research programme and any additional study requirements. They will also be asked to submit reports on the applicant's progress.

Co-tutoring with partner universities will also be possible. Specific individual agreements for each PhD applicant need to be concluded between the parties engaged in co-tutoring activities.

Subsequently the collaborative network of doctorate programmes will develop interdisciplinary courses, and a recurrent Summer School once a year.

4. Expenses and fees

The doctorate candidates may receive funding according to the doctorate provisions at each home university.

Each party will pay all insurance costs of its own Candidates and staff participating in the exchange programme according to local rules, including accident insurance and third party civil liability insurance. Candidates from all Institutions are required to provide additional health insurance coverage at their own expense. In the case of the University of Southern Denmark, Kaunas University of Technology, Austrian and German Universities only the legal requirements for insurance shall apply.

All PCAM Candidates must be enrolled at their home university and pay any fees due to that institution. No additional fees will be required by the host university in the framework of the present partnership agreement.

Certain requirements apply for acceptance of secondments at Sorbonne University, which are listed in Annex 5.

5. Award of doctorate

Candidates participating in the collaborative network of doctorate programmes will present their thesis in English and, if necessary, in the language of their home university.

Before the final oral exam, the doctorate thesis will be evaluated by at least two foreign scientists not belonging to the home university. The candidate should submit the thesis for review according to local rules and regulations and the same holds for the reviewers, which are to send their report to the Chairman of the examination commission before the final exam.

For the oral exam a chairman from the home university as well as at least two additional referees are required, which preferentially should not belong to the home university. One of them needs to be from a PCAM university. The travel and accommodation costs for the PCAM referee have to be covered by the host university of the PhD candidate according to local university rules and regulations.

Following the final oral exam the Chairman of the examination commission shall send an electronic copy of the thesis to all PCAM delegates. The delegates shall have two weeks from receipt of the thesis to object to the issuing of the additional certificate. Any objection shall be in written form (email is sufficient) and shall be substantiated. Objections have no effect on the award of the doctoral degree at the home university.

The procedure and the institutional rules for the award of a doctorate degree at the home university shall apply. In addition, candidates will receive an additional certificate, signed by host and partner university as well as PCAM coordinator and stating its European significance if no delegate has objected.

6. IPR and disputes

Anything regarding intellectual and industrial property, as well as patents and inventions that may result from common research activities will be regulated by specific written agreements.

For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same.

The partner universities shall make every effort to reach an out-of-court settlement for any disputes that arise on signing or performing this Agreement.

7. Personal data

The parties undertake to comply with the 2016/679 EU regulation (GDPR) concerning the protection of individuals with regard to the processing of personal data. The parties undertake to process data exclusively for the purposes identified in the Agreement.

8. Duration of Agreement

This agreement shall enter into force at the signature by all the contracting parties. It shall be binding upon the parties hereto for a period of four years. The Agreement may be renewed or modified by addendum or entering into a new agreement signed by all parties. Each party may at any time withdraw from the present agreement by giving a six months prior written notice to the other parties.

9. Entering of new parties to the Agreement

The Governing Board deliberates the approval of access to the Partnership Agreement by the new applicant, who shall accede to the Partnership Agreement by means of the form, as set out in annex 3. Upon renewal of the agreement, the new party shall be included in the agreement by signing the addendum or renewed agreement.

10. Termination of previous agreements

With the signing of this agreement, the previous agreement concluded among Università degli Studi di Milano, Università degli Studi di Milano-Bicocca, Universidad Autónoma de Madrid, University of the Basque Country, Ruhr Universität Bochum, University of Southern Denmark (SDU), Jagiellonian University, Kaunas University of Technology, Université Pierre et Marie Curie, C. von Ossietzky University Oldenburg, Lomonosov Moscow State University, Technical University of Cluj-Napoca, dated 29. April 2014, with later additions of Graz University of Technology, University of Liverpool and University of Luxembourg and University of Jena, shall terminate.

11. Miscellaneous

Facsimilia or other electronically transmitted signatures shall be accepted and bind the parties.

12. Annexes

The enclosed annexes (1, 2, 3, 4, 5) form an integral part to the present agreement.

Università degli Studi di Milano - Bicocca

By (signature):

Name: **Professor Giovanna Iannantuoni**

Title: **The Rector**

Date:

Stamp of the institution

Universidad Autónoma de Madrid

By (signature):

Name: **Professor Rafael Garesse Alarcón**

Title: **The Rector**

Date:

Stamp of the institution

University of the Basque Country

By (signature):

Name: **Professor Nekane Balluerka**

Title: **The Rector**

Date:

Stamp of the institution

Università degli Studi di Milano

By (signature):

Name: **Professor Elio Franzini**

Title: **The Rector**

Date:

Stamp of the institution

University of Southern Denmark (SDU)

By (signature):

Name: **Professor Henrik Dam**

Title: **The Rector**

Date:

Stamp of the institution

Jagiellonian University

By (signature):

Name: **Professor Dr. hab. Wojciech Nowak**

Title: **The Rector**

Date:

Stamp of the institution

Kaunas University of Technology

By (signature):

Name: **Professor Dr. Eugenijus Valatka**

Title: **The Rector**

Date:

Stamp of the institution

Sorbonne Université

By (signature):

Name: **Professor Jean Chambaz**

Title: **The President**

Date:

Stamp of the institution

Carl v. Ossietzky University

By (signature):

Name: **Prof. Dr. Dr. Hans Michael Piper**

Title: **The President**

Date:

Stamp of the institution

M.V. Lomonosov Moscow State University

By (signature):

Name: **Full member of Russian Academy of Science Victor A. Sadovnichiy**

Title: **The Rector**

Date:

Stamp of the institution

Graz University of Technology

By (signature):

Name: **Professor Harald Kainz**

Title: **The Rector**

Date:

Stamp of the institution

University of Luxembourg

By (signature):

Name: **Professor Rolf Tarrach**

Title: **The President**

Date:

Stamp of the institution

Technische Universität Dresden

By (signature):

Name: **Professor Hans Müller-Steinhagen**

Title: **The Rector**

Date:

Stamp of the institution

Friedrich-Schiller-Universität Jena

By (signature):

Name: **Professor Dr. Walter Rosenthal**

Title: **The President**

Date:

Stamp of the institution

University of Trieste

By (signature):

Name: **Professor** Roberto Di Lenarda

Title: **The Rector**

Date:

Stamp of the institution

ANNEX 1

DOCTORATE PROGRAMMES WHICH CAN BE CHOSEN AT EACH UNIVERSITY:

University of Milano-Bicocca

Doctorate Programme in Materials Science and Nanotechnology

Doctorate Programme in Physics and Astronomy

Doctorate Programme in Chemical, Geological and Environmental Sciences: curriculum of Chemical Sciences

Universidad Autónoma de Madrid

Doctorate Programme in Advanced Materials and Nanotechnology

Doctorate Programme in Condensed Matter Physics, Nanoscience and Biophysics

Doctorate Programme in Organic Chemistry

Doctorate Programme in Applied Chemistry

Doctorate Programme in Electrochemistry, Science and Technology
or any doctoral programme derived from these

University of the Basque Country

Doctorate Programme in Physics of Nanostructures and Advanced Materials

University of Milan

Physics, Astrophysics and Applied Physics PhD School, research in Physics of Matter

Doctorate Programme in Chemistry

Doctorate Programme in Industrial Chemistry

University of Southern Denmark (SDU)

Doctorate Programme at the Faculty of Engineering

Jagiellonian University

Doctorate Programme in Physics

Doctorate Programme in Chemistry

Kaunas University of Technology

Doctorate Programme in Materials Engineering

Doctorate Programme in Chemistry

Doctorate Programme in Physics

Sorbonne Université

Doctorate Programme in Physics and Chemistry of Materials [ED 397](#)

Carl v. Ossietzy University, Oldenburg

Doctorate Programme in Interface Science

M.V. Lomonosov Moscow State University

Doctorate Programme in Physics, Materials science, Chemistry, Nanoscience.

Graz University of Technology

Doctorate Programme in Physics

University of Luxembourg

Doctorate Programme in Physics

Technische Universität Dresden

Doctorate Programme in Physics

Doctorate Programme in Chemistry

Friedrich-Schiller-Universität Jena

Doctorate Programme in Materials Science and Solid State Physics

University of Trieste

Doctorate Programme in Physics

Doctorate Programme in Nanotechnology

Doctorate Programme in Chemistry

ANNEX 2

GOVERNANCE:

1. Constitution of the Governing Board

A Governing Board, formed by one member from each party, shall be established jointly. Each member of the board is appointed by the legal representative of each university for a period of four years.

The Governing Board shall be responsible for setting the overall direction for the programme within the confines of each party's regulations, policies and procedures. The Governing Board shall be authorized to undertake the following tasks:

- Approve PhD candidates for the network of doctorate programmes, recommend co-supervisors in accordance with this agreement;
- manage any disputes that may arise under this agreement;
- monitor project selection criteria;
- propose future developments and changes.

2. Chairman

The Chairman will be appointed by the members of the Governing Board and shall be in office for a term of four years. The Chairman has the right to announce a vice-chairman. The vice-chairman will assist the Chairman in all administrative issues of the programme. In case of conflicts the Chairman has the right to terminate the contract of the vice-chairman. The position of the vice-chairman will be automatically terminated with the termination of the appointment of the Chairman.

The Chairman acts as a programme director and shall be responsible for the day-to-day operation of the programme, for administering the programme, and for preparing and presenting an annual report to the Governing Board that summarizes the activities and plans of the programme.

3. Meetings of the Governing Board

The Governing Board will convene at least one formal meeting per year. Meetings can also be conducted via teleconference.

The administrative headquarters of the doctorate programmes in Physics and Chemistry of Advanced Materials (PCAM) are situated at the Chairman's university.

The administrative headquarter is in charge of:

- issuing the additional certificate mentioned in article 5 after checking the candidates' requirements;
- managing convocations of the Governing Board and preparing minutes of meetings;
- managing the agreement with all its annexes.

The business agenda shall be sent to all members of the Governing Board through the Chairman, at least one month before the meeting of the Governing Board. The Chairman establishes the minutes containing the deliberations and decisions of the Governing Board.

The Governing Board shall be held upon the request of 20% of its delegates.

In a meeting a quorum of the Governing Board shall be the first whole number equal to or greater than 50% of the total number of delegates on the Governing Board.

A member may be represented by another member. A member may not represent more than two other members. The power of representation has to be submitted to the Chairman in writing.

4. Decision making process and resolutions of the Governing Board

A decision of the Governing Board shall be made as a resolution of the delegates. All decisions of the Governing Board require a simple majority of the present delegates.

As a matter of principle, resolutions of the Governing Board shall be taken during a meeting.

The Chairman of the Governing Board shall have a casting vote in case of a tie.

5. Evolution of the Governing Board

The Governing Board may be enlarged to include other legal entities who present a written formal request signed by their legal representative and addressed to the chairman of the Governing Board.

The Governing Board deliberates the approval of access to the Partnership Agreement by the new applicant, who shall accede to the Partnership Agreement by means of the form, as set out in annex 3.

The new member shall comply with the participation rules established by the Partnership Agreement and shall assume the rights and obligations of delegates as established by the Partnership Agreement with effect from the date of their accession to the agreement.

Members leaving the Partnership Agreement shall be bound by the provisions of the agreement regarding the terms and conditions applicable to the termination of their participation.

6. Members of the Governing Board

Professor Francesco Montalenti, University of Milano-Bicocca

Professor Miguel Manso Silván, Universidad Autónoma de Madrid

Professor José Maria Pitarke, Uiversidad del País Vasco UPV/EHU

Professor Guido Fratesi, University of Milan

Professor Horst-Günter Rubahn, University of Southern Denmark

Professor Rafal Kozubski, Jagiellonian University

Professor Sigitas Tamulevicius, Kaunas University of Technology

Professor Nadine Witkowsky, Sorbonne Université

Professor Katharina Al-Shamery, Carl v. Ossietzky University

Professor Alexey Khokhlov, Vice-Rector of Moscow State University

Professor Wolfgang Ernst, Graz University of Technology

Professor Ludger Wirtz, University of Luxembourg

Professor Torsten Fritz , Friedrich-Schiller-Universität

Professor Karl Leo, Technische Universität Dresden

Professor Alberto Morgante, University of Trieste

If one delegate of this collaborative network of doctorate programmes should cease his functions, the rector of that university will designate a successor.

ANNEX 3

ACCESSION TO THE CONTRACT

(to be filled in by each new member of the Partnership Agreement)

.....[full name and legal form of the University],
represented for the purpose hereof by[name of legal representative]
(function) or her/his/their authorized representative established in.....
(full address: city/state/province/country), who is legally authorized to act on behalf of the legal entity
(or acting as its legal authorized representative),

hereby consents to become a member to the Partnership Agreement for the creation of a collaborative
network of doctorate programmes in Physics and Chemistry of Advanced Materials (PCAM) signed
on(date)

and accepts all the rights and obligations of a member.

.....[name of legal representative) designates Professor
..... to enter the Governing Board on behalf of the University.

The doctorate programmes which can be chosen at[full name of
the University] are the following: (to integrate Annex 1).
This annex to be distributed to each partner.

Name of Legal Entity[full name of the University]

Name of legally authorized representative:..... (written out in full)

Title of legally authorized representative:.....

Signature of legally authorized representative:.....

Date:.....

Stamp of the organization

Name of Chairman of the PCAM Governing Board[full name of the member]

Signature:

Date:.....

ANNEX 4

INDUSTRIAL PCAM PARTNER AFFILIATION AGREEMENT

(to be filled in by each new industrial member of the Partnership Agreement)

The industry.....[*full name and legal form of the Industry*], represented for the purpose hereof by[*name of legal representative (function) or her/his/their authorized representative established in..... (full address: city/state/province/country)*], who is legally authorized to act on behalf of the legal entity (*or acting as its legal authorized representative*), hereby consents to participate in the activities of the European doctorate network in Physics and Chemistry of Advanced Materials (PCAM), by committing itself to at least one of the following actions:

1. Funding doctoral positions
2. Participating in the organization and possibly sharing the costs of PCAM Summers Schools
3. Contributing to the development of doctoral research programs jointly with University PCAM partners, also offering supervision of students and stays in its laboratories.
4. Taking part, as a full or associated partner, or external supporter or subcontractor to EC projects jointly with PCAM Universities.
5. Organizing specialized courses on technical and scientific topics as well as on intellectual property, management, and basics of economy for PCAM doctoral students.

Within the limits of applicable law, and subject to the existing possibilities and needs of students, all PCAM universities grant access to PCAM related courses to industry junior and senior staff from the affiliated industrial partners

The affiliation agreement terminates on the same date of the general framework PCAM partnership agreement.

This annex to be distributed to each partner.

Name of Legal Entity[*full name of the Industry*]
Name of legally authorized representative:..... (*written out in full*)
Title of legally authorized representative:.....

Signature of legally authorized representative:.....

Date:.....

Stamp of the organization

Name of Chairman of the PCAM Governing Board[*full name of the member*]

Signature:

Date:.....

ANNEX 5

REQUIREMENTS FOR SECONDMENTS AT SORBONNE UNIVERSITY

In order to fulfill the regulation in force at Sorbonne University the following conditions must apply:

- The doctorate candidates must receive minimum funding according to the rules of Sorbonne Université.
- The doctorate candidates must provide accident insurance and third party civil liability insurance certificate valid for the mobility period
- The doctorate candidates must provide additional health insurance coverage certificate valid for the mobility period
- The doctorate candidates must provide a copy of their student card or a certificate of their registration at their home university