



# Agreement to establish a Double PhD Degree Programme

# **Between**

Università Ca' Foscari Venezia

and

**University of Southern Denmark** 

According to the Italian Ministerial Decree n. 226/2021, article 3 (which establishes that Italian University may request the accreditation of PhD courses also in conjunction with other Universities of research centres, public or private, Italian or foreign, provided that they respond to high standards of cultural and scientific qualification) and the University's Regulation for PhD Courses,

**Università Ca' Foscari Venezia**, henceforth UCF, represented by the Rector, Prof. Tiziana Lippiello, residing in Venice, Italy, Dorsoduro 3246

#### and

according to the Danish Ministerial Order no. 1039 as of 27 August 2013 on the PhD programme and any order replacing it and SDU's internal rules for PhD programmes for the respective faculty,

**University of Southern Denmark**, henceforth SDU, represented by Head of Department of Law, Hanne Søndergaard Birkmose, residing in Odense, Denmark, Campusvej 55,

(hereinafter named the Institutions)

#### agree

to recognize the benefit of common and complementary aspects of their mutual educative offers and seek to strengthen their international activities by establishing the following Double PhD Degree programme starting in the academic year 2023 - 2024:

- PhD Programme in Law, Market and Person UCF
- PhD Programme in Law SDU

Establishment and activation of the PhD course for Ca' Foscari University is conditioned by ANVUR (Agenzia Nazionale di Valutazione del Sistema Universitario e della Ricerca) annual accreditation.

### Article 1 - Purpose

1. The purpose of this Agreement is to lay down the terms and conditions for international joint supervision of PhD programmes and award of double PhD degrees to PhD Candidates. The primary goal of establishing collaborating PhD programmes is to strengthen the PhD programmes' international academic profiles.

### **Article 2 - Definitions**

1. Double Degree: As part of a mutually obliging collaboration agreement on PhD training, including the assessment and defence of the thesis, awarding of degrees etc. SDU and UCF each issue a diploma of the award of the same PhD degree.

- 2. Home Institution: the institution at which the PhD Student is selected and mainly enrolled and who sends the PhD student to the Host Institution;
- 3. Host Institution: is a party to this Agreement that accepts the PhD student(s) from the other party (institution) to pursue a PhD programme.

#### **Article 3 - Programme**

1. The content of the Double PhD Degree programme, approved by the relevant authorities of both Institutions, is presented in Annex 1. This annex could be updated upon approval from both Institutions to reflect curriculum evolutions.

## **Article 4 - Registration Procedures**

- 1. The Double PhD Degree programme is a three-year programme but may be extended on the grounds of special circumstances (maximum 12 months), in compliance with UCF and SDU Regulations, if approved by the Coordination Committee and the PhD School at SDU (article 12). The programme includes the student exchange for a period of minimum 6 months and maximum 18 months. The PhD candidate selected by SDU will be able to fulfil the exchange requirement when staying at UCF in compliance with SDU regulations (normally between 3-6 months).
- 2. For each academic year of the Double PhD programme, the students will register and pay the tuition fee at their home Institution. They will register additionally at the host Institution, without paying tuition fee and according to its rules and procedures and have the same rights and duties as the other PhD students.
- 3. While conducting research at UCF and during the extension period provided for in paragraph 1, the students of the University of Southern Denmark must also pay the tuition fees required by the Veneto region.
- 4. When a student in this Double PhD Degree programme loses his/her student status at one Institution, then this agreement shall not apply to this student anymore. Similarly, when a student in this Double PhD Degree programme interrupts the PhD studies, this agreement shall not apply to this student anymore.

### **Article 5 - Admission Requirements**

- 1. The number of students that will participate in this programme will be jointly determined by both Institutions on a yearly basis, aiming for a balance.
- 2. Each institution will be responsible for the students' selection process based on the requirements established for the PhD admission. Selections will be held separately by the two Institutions and can be held and concluded at different points in time (September for UCF, all year round for SDU) among the students submitting their titles for the selection.
- 3. The students will perform their PhD research under the joint supervision of one Supervisor of each institution.

- 4. In cooperation with UCF, SDU shall make regular assessments of whether the PhD candidate follows the PhD plan. If SDU assesses that the PhD candidate does not follow the PhD plan, the PhD candidate will be given three months to rectify. SDU will make a new assessment after the lapse of the three months period.
- 5. In order to be enrolled in the second year or third year at UCF, the SDU PhD students must have successfully completed the PhD's envisaged activities according to the curriculum agreed between both Institutions and they must meet the general admission and procedure requirements to the UCF PhD programme.

## Article 6 - Tests and Regulations

- 1. The students are subject to all the regulations and procedures of the Institution at which they are currently studying. They follow the courses and academic activities and take all the corresponding tests. Language of instruction is English for the core curriculum. Elective courses may be offered in other languages in both Institutions.
- 2. Students will be evaluated in accordance with the grading rules of their Institution of origin.
- 3. If the Parties assess that the PhD programme has been satisfactorily fulfilled, the PhD thesis can be assessed by an Assessment Committee. The Assessment Committee shall be appointed jointly by both Institutions. It will consist of 5 university professors or recognised researchers within the relevant field. The Assessment Committee shall be balanced between the two Institutions and include two members from other Institutions. None of the supervisors can be members of the committee, but the supervisors from each institution will assist the committee without voting rights. The chair of the Assessment Committee is held by the Host Institution.
- 4. The members of the Assessment Committee may take part at the thesis defence using telecommunication technology. Any travelling and subsistence expenses of members shall be borne jointly by both Institutions.

## Article 7 - Funding

- 1. Both Institutions guarantee financial resources for its students in accordance with national regulation.
- 2. Both Institutions contribute to the teaching and tutoring during the term in which the students are visiting.
- 3. Each Institution funds its own students and academic staff, and guarantees their mobility for the purposes related to the present agreement.
- 4. Each Institution guarantees means and facilities (a sufficient number of study stations, libraries, computer labs, etc) needed for this programme.
- 5. Each Institution will provide its University logo in electronic form for administrative purposes.

# Article 8 - Degree Awarding

 Each institution issues a PhD diploma to the candidate. SDU and UCF can only award a PhD degree if the candidate has been assessed according to the relevant Danish and Italian rules and regulations, as well as SDU and UCF's own regulations and procedures.

### Article 9 - Insurance and liability

- 1. Neither Institution can be held responsible for any damage that might result to the other Institution's students, academic staff, administrative staff during the activities foreseen in this Agreement, unless they are directly to blame for such damage.
- 2. Each Institution will bear the costs for accident insurance and third-party liability for their own personnel and students participating in the activities foreseen in this agreement.

### Article 10 – Intellectual property

- 1. Without prejudice to moral rights of the authors and to clause 10.3 and 10.4 below, any and all inventions, results, information, data, methods, processes, software and materials and any intellectual property rights pertaining thereto, which is identified or first reduced to practice or writing by the PhD Candidate while working at SDU, shall be the exclusive property of SDU.
- 2. Without prejudice to moral rights of the authors and to clause 10.3 and 10.4 below, any and all inventions, results, information, data, methods, processes, software and materials and any intellectual property rights pertaining thereto, which is identified or first reduced to practice or writing by the PhD Candidate while working at UCF, shall be the exclusive property of UCF.
- 3. Intellectual property rights (IPR) created jointly by the staff of the Parties shall be jointly owned by the Parties pro rata to their intellectual contribution. If the respective contributions of the Parties cannot be documented, the IPR shall be owned by the Parties in equal shares. All forms of disposal, exploitation and management of jointly owned IPR shall require agreement between the Parties.
- 4. Copyright in the PhD thesis shall belong to the PhD Candidate. The Parties acknowledge that in Italy the PhD student is required to publish the thesis in open access archive according to Italian law and related UCF regulations. In accordance with the Danish PhD Order § 19, subsection 2, SDU must ensure that the PhD thesis is made available to the public in due time before the defence.

### <u>Article 11 – Responsibility of host students towards the Institutions</u>

- 1. The Institutions will provide host students with information and assistance concerning accommodation and meals, documents for visa, and any other information needed.
- 2. Students will be responsible for applying for and obtaining the appropriate visa and immigration documents.
- 3. Students shall comply with the academic and disciplinary regulations of the host Institution, in addition to adhering to the host Institution's standards of conduct.
- 4. Students shall bear the costs of the following expenses:
  - travel, accommodation and meals;

- health insurance;
- insurance coverage (if not provided for by home Institution);
- textbooks and other teaching material to be used at the host Institution;
- passport, visa, stay permit and any other necessary immigration document.
- 5. During the exchange period, exchange students shall enjoy the same services as any other student enrolled at the host Institution, according to the rules and limits in force.

#### **Article 12 - Coordination Committee**

- 1. The two Institutions share the organisation and the management of the activities of this programme and establish a Coordination Committee, composed by one professor for each Institution who will be responsible for the management of the programme.
- 2. Both Institution will also appoint a substitute coordinator and an administrative representative. Their names and contact addresses are specified in the Annex 1.

### **Article 13 - Term and validity**

- 1. The present agreement is written in English and digitally signed by the duly authorized representatives.
- 2. This agreement will come into effect immediately after signing and is valid for five years. At the end of this period, it can be renewed, by mutual written agreement of both Institutions.
- 3. The agreement will be valid until the conferral of the PhD title to all PhD candidates involved in the Double PhD Degree Programme.
- 4. Each Institution will be responsible for any fiscal charge related to the execution of this agreement, according to the rules and regulations applicable in each Institution.

### Article 14 - Changes and cancellation

- 1. All changes to this agreement, including the introduction of a new partner University, must be approved by all Institutions with a specific *Addendum*.
- 2. Each Institution may withdraw from the present agreement at any time, with a written notice of three
- (3) calendar months, to be sent by certified mail; such a notice of withdrawal shall not affect the commitments already entered into until the date of the notice.
- 3. In case of withdrawal, all the students already enrolled in this Double PhD Degree have the right to complete their programme.
- 4. Any amendment or modification of this Agreement must be in writing and signed by authorised representatives of the Parties.
- 5. None of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party.

### **Article 15 - Controversy resolution**

- 1. The Institutions agree to settle amicably any dispute arising from or in connection with this agreement.
- 2. In the event that the disagreement cannot be resolved, the Institutions agree to submit the issue(s) to an arbitration panel composed by an arbitrator appointed by each, and one President chosen by mutual consent. The disagreement shall be settled fairly by arbitration panel.

## **Article 16 - Privacy**

1. The personal data collected in this document and in the implementation of the same are treated by the Institutions in accordance with the principles of lawfulness, correctness, transparency and confidentiality and used or transferred to other entities for institutional business only.

UNIVERSITÀ CA' FOSCARI VENEZIA RECTOR

Professor Tiziana Lippiello

Firmato digitalmente da: Tiziana Lippiello Organizzazione: UNIVERSITA' (CA' FOSCARI VENEZIA/00216350276/ Data: 23/03/2023 17/09:40 UNIVERSITY OF SOUTHERN DENMARK
HEAD OF DEPARTMENT OF LAW
Professor Hanne Søndergaard Birkmose

Jus. 3-

16-03-2023 13:08

Head of Legal

Jan I. Kristensen SDU 🏠

17-03-2023 12:44

Head of PhD School Domen Bajde

14-03-2023 09:23

# Annex 1 - Programme and organization

### **Programme**

a) Educational objectives and research topics: The Programme is aimed at providing PhD students a solid legal background in one or more of the areas of research that characterize both PhD programmes, and the opportunity to discuss the arguments of their research with outstanding professors working at both universities. The Parties undertake to support the PhD students in their research, to provide access to libraries and to seminars and conferences that would enrich their knowledge. All decisions related to the PhD students in mobility will be jointly taken, in a spirit of cooperation and reciprocity.

The Parties undertake to develop research in the following areas of research: Commercial Law; Private Law; Public Law; Labour Law; International Law; Law and Society; EU law, human rights law, Legal methods.

### b) Programme details

Upon starting their PhD, all students need to submit their individual PhD plan, detailing the overall plan for the PhD project. The PhD plan, which forms the basis for the ongoing evaluations of the PhD project and the programme progress, includes among other a short clarification of expectations between you and the principal supervisor about the project, the supervision, and the education in general. It also includes plans about stays at other research institutions, course participation, the form of the dissertation etc.

The PhD plan must be approved by the PhD committee no later than three months after the PhD programme has commenced, but may be continuously adjusted and clarified.

The PhD program at SDU consists of a series of evaluations during the years for which the program is standardized. In addition, the PhD Candidate shall provide the Thesis Supervisors and the PhD School according to the PhD School's guidelines and the Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutional Institutions with four (4) interim reports:

- PhD plan after two (2) months of enrolment
- Status seminar after six to nine (6-9) months of enrolment
- Mid-term evaluation after sixteen to eighteen (16-18) months of enrolment
- Third evaluation after thirty (30) months of enrolment

and a final summary report upon the expiry or termination date of the Agreement.

Requirements to the UCF PhD Programme:

- First year: presentation of table of contents and abstract; Research progress report (according to deadlines commonly decided);
- Second year: Research progress report (according to deadlines commonly decided);
- Third year: defence of the thesis in front of the board of professors and an external discussant; submission of the final dissertation;
- N. 1 scientific publication during the PhD Programme.

Further details on the programme (i.e. first year, second year, and third year will be added in the 'Acceptance Letter' (Annex 2).

# Organization

### a) Coordination Committee and Administrative Reference

The UCF nominates as a Coordinator for this programme:

Professor Claudia Irti, Department of Economics

e-mail address: claudia.irti@unive.it, tel. (+39) 041 234 7660

In case of impediment Professor Claudia Irti will be substituted by Professor Sara De Vido Department of Economics e-mail address: sara.devido@unive.it, tel. (+39) 041 234 7653

The administrative contact for this proceeding for Ca' Foscari is:

Dr. Sabrina Daneluzzi, PhD Office at Ca' Foscari University of Venice

Dr. Laura Veritti, PhD Office at Ca' Foscari University of Venice

e-mail address: phd.office@unive.it; tel. (+39) 041 234 7328; tel. (+39) 041 234 7329

The University of Southern Denmark nominates as a Coordinator for this programme:

Professor Nina Dietz Legind

e-mail address: ndj@sam.sdu.dk; tel. (+45)65502781

The administrative contacts for this proceeding for the University of Southern Denmark is:

Anja Helskov Visling

e-mail address: phdsek@sam.sdu.dk; tel. (+45)6550 9262

### b) Resources made available by each Institution

## **Funding**

**UCF** 

number of PhD programme students: minimum 1 for cycle	a.y. 2023/2024	a.y. 2024/2025	a.y. 2025/2026
	(39 <sup>th</sup> cycle)	(40 <sup>th</sup> cycle)	(41 <sup>st</sup> cycle)
financial support for each student	€ 60.000,00	€ 60.000,00	€ 60.000,00

mobility budget for students	€ 15.000,00	€ 15.000,00	€ 15.000,00
mobility budget for academic staff	to be defined by the Department of Economics		

### SDU

The information about financial support for each student, mobility budget for students, and mobility budget for academic staff for SDU will be included in Annex 2 'Acceptance Letter'.

	a.y. 2023/2024	a.y. 2024/2025	a.y. 2025/2026
financial support for each student	According to the Danish agreement between the State and the universities on the employment of PhD students		
mobility budget for students	According to the Department's principles for research visits		
mobility budget for academic staff	to be defined by the Department of Law		

### **Professor and supervisors**

### **UCF**

Biondi Andrea, Kings College London

Brino Vania

Camardi Carmela

Cordiano Alessandra, Università di Verona

De Vido Sara

Egusquiza Balmaseda Mª Ángeles, Universidad Pública de Navarra

Genicon Thomas, Université Paris II

Irti Claudia

Mancini Marco

Marrella Fabrizio

Martina Giuliana

Minto Andrea

Perulli Adalberto

Sachs Tania, Université Paris Ouest, Nanterre La Défense

Senigaglia Roberto

Sicchiero Gianluca

Urbani Alberto

Vella Francesco, Università di Bologna

Zanardo Alessandra

# SDU

Kristina Siig

Catalin-Gabiel Stanesco Torsten Bjørn Niels Skovmand Rasmussen Ayo Næsborg-Andersen Karin Buhmann Nina Dietz Legind Hanne Søndergaard Birkmose Jacob Öberg Graham Butler

# **Annex 2 – Acceptance Letter**

Citizenship

# Insert Logo of the University

To SOUTH DENMARK UNIVERSITY

Or

CA' FOSCARI UNIVERSITY OF VENICE Dorsoduro 3426, Venice - ITALY

(Enter name and email of the PhD coordinator and PhD programme)

# **Acceptance Letter**

I certify that	Mr/Ms	has b	een accepted into the PhD
Programme in I	_aw/ Law, Market and Person	in the frame of the agree	ment with your University.
He/She is holde	er of PhD scholarship / research	n grants (" <i>contrat doctora</i>	<i>l</i> ").
The study prog	gram of <b>Mr/Ms</b>		includes the following mobility
Semester	Academic Year	University	
Semester 1	Academic year 2023/2024	XXXXXXXXXXXXXXXXXXX	
Semester 2	Academic year 2023/2024	xxxxxxxxxxxxxxxxx	
Semester 3	Academic year 2024/2025	XXXXXXXXXXXXXXXXXXX	
for students, an	- ,	·	for each student, mobility budger er details on the programme (i.e.
Student's detail	s are the following:		
Surname and N	lame		
Date and Place	of Birth		

Address
Email
Last Degree obtained
Enrolled at first time in the
Last Degree obtained
Supervisor
Title of the research topic

Best regards

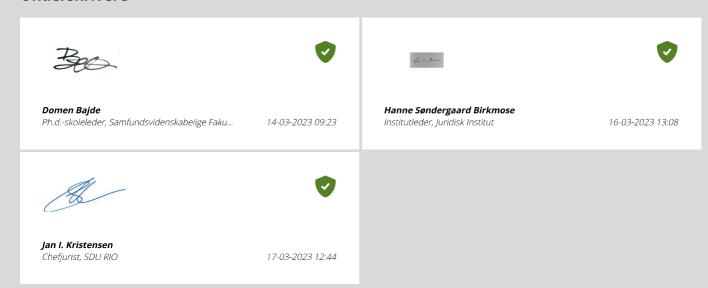
Place and date

The Coordinator of PhD Programme

Professor

signature

# **Underskrivere**



# Dokumenter i transaktionen

Agreement\_Double\_PhD\_Degree\_Programme\_SDU\_10\_03\_2023.pdf

Nærværende dokument



Dokumentet er underskrevet digitalt med Addo Sign sikker signeringsservice. Signeringsbeviserne i dokumentet er sikret og valideret ved anvendelse af den matematiske hashværdi af det orginale dokument.

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