UNIVERSITÀ DEGLI STUDI
DI TRENTO

INTERNATIONAL PhD PROGRAMME IN MATERIALS, MECHATRONICS AND SYSTEMS ENGINEERING
INTERNAL REGULATIONS

Approved by the Departmental Council
of the Industrial Engineering Department
on September 23rd, 2015

INDEX

Art. 1 – Regulation's purposes

1.This Regulation governs the management and organization of the Doctoral School in Materials, Mechatronics and Systems Engineering (hereinafter also "PhD programme") in accordance with current legislation.

Art. 2 – Establishment of the PhD

1.The PhD programme (Research Doctorate) in Materials, Mechatronics and Systems Engineering, is established at the Department of Industrial Engineering (hereinafter "DII") of the University of Trento.

Art. 3 – Objectives

1. Specific goals are identified, besides the general goals of PhD programmes defined by Art. 3 of the University Regulations for Doctoral programmes (hereinafter "University Regulations"). The MMSE PhD programme (The Doctoral School) aims at educating professionals with knowledge and skills enabling them to undertake independent research and production activities in technologically advanced sectors, with a focus on Advanced materials, Mechatronics and Systems Engineering.

2. Among the goals of the Doctoral School, to be achieved through teaching and research activities, is the PhD students' attainment of professional maturity and autonomy in designing, planning, implementing research activities and reporting on related results.

3. The purposes of the research activity, within the specific subject chosen by the candidate, fall under the following four main areas:

a) Area of Materials Science and Engineering: the research activities include (but are not limited to) the fields of nanostructured materials (metal alloys, ceramic powders, inorganic sol-gel systems and nanocomposites), powder metallurgy, biocompatible materials and materials for biomedical applications, biomedical and health technologies (in particular developed at the BIOtech center in Mattarello), polymeric and composite materials, materials for energy (photovoltaic, solar thermal, fuel cells, hydrogen storage), chemical materials, glass and ceramics with high mechanical resistance, coatings and surface treatments, phenomena of materials degradation, wear, erosion, corrosion and mechanical stress, experimental characterization and numerical modelling of mechanical behaviors of materials in structural components and atomistic modelling of materials , chemical plants, and techniques of materials analysis, including microscopy (electronic, optical and atomic force), NMR, thermal analysis, microstructural analysis and micromechanics by X-ray diffraction.

b) Area of mechanical and mechatronic systems: research activities are primarily based on a multi-disciplinary approach reflecting the most advanced developments of Concurrent Engineering. Research topics include (but are not limited to): vehicles and autonomous robotic systems, modelling and simulation of mechatronic systems, machine tools and intelligent processing technologies, product innovation, modelling, simulation and process control, measurement systems and sensor data fusion, accessibility and assistance systems, modelling of human movement, mechanisms for space applications, numerical analysis and development of software for dynamic simulation and optimization, control and optimal estimation of linear, nonlinear and hybrid systems.

c) Area of Electronic Systems and Integrated Microelectronic Systems: research is mainly focused on design and development of devices and systems aimed at acquiring, processing and managing signals and data addressed to the solution of problems of interest to industry and society. Among the active areas of research, microelectronics, microsystems and embedded systems commonly used for automation, biomedical equipment, advanced tools for frontier research (e.g., elementary particles physics) are included.

d) Area of Operations Research, which includes research activities aimed at the development of quantitative models for decision making and for the analysis of economic efficiency, processes quality and productivity, techniques of mathematical optimization and computer simulation; information and management systems, decision taking methodologies and support systems, risks and uncertainty representation in problem solving.

Art. 4 – General Features

1. The PhD programme lasts three years.

2. Candidates are admitted upon selection. Every year one or more public calls are launched for the selection of PhD candidates. The call, defining number of places and grants provided, is usually published in Italian and English.

3. Most qualified students will be admitted to the PhD programme regardless of gender, age, nationality, religion, ethnic origins and social level.

4. Official language of the PhD programme is English. International students are expected to learn basic Italian by the end of the second year of the course.

Art. 5 – PhD Governing Bodies

1. The PhD governing bodies are:

a) the Teaching Board ;

b) the Director ;

c) the Executive Committee.

Art. 6 – The Teaching Board (Academic Board)

1. The following members of the PhD programme are entitled to participate to the Teaching Board with voting rights, upon specific membership request:

a. Professors and researchers who are members of DII;

b. Professors and researchers who are members of other Departments or Centres of the University of Trento;

c. Representatives of public and private bodies cooperating with the PhD programme;

d. Italian or foreign experts.

The requests of membership submitted by the above groups b., c. e d. are subject to the approval of the Teaching Board. Two students representatives, elected among the students of the PhD programme, and who may coincide with those appointed in the Committees of the Department, are qualified to participate to the meetings of Teaching Board, but only for issues regarding the general progress of the programme and the training Programmes. They are elected for two years. In case of forfeiture, during these two years, the first non-elected candidates replace them..

2. Members of the PhD Teaching Board named under the above items c) and d) cannot exceed the 40% of the total number of participants of the Board, rounded up to the nearest lower figure.

3. Other persons can be enabled to participate to the meetings of the Teaching Board and to discuss specific issues, without voting rights and upon invitation of the Director, provided that they can give a valuable contribution to the scientific, educational, technical and financial activities of the PhD programme.

4. Requests for new affiliations to the PhD Teaching Board, including members' replacements, should be directly submitted to the Teaching Board. A written application with motivations, curriculum vitae and a list of publications of the last five years (with the indication of the 5 most relevant ones) must be addressed to the Director, jointly with a declaration they *do/do not* belong to PhD committees of other Universities and, in case they are professors and researchers of a different university, with the authorization issued by the University they belong to.

5. The Teaching Board's meetings are convened by the Director or upon request of 1/3 of its members, at least.

6. The Director announces the Board meetings by e-mail at least 7 days prior to the gathering. In case of urgency, this term may be shortened to 48 hours/2 days. The call must clearly include the topics to be discussed (Agenda). The Director is in charge of setting out the Agenda.

7. Meetings are suitable to take valid decisions when participants represent the majority of the official members as defined in item 1, deducted justified absences.

8. Decisions are taken with the favourable vote of the majority of participants and are suitable to be immediately implemented, except in case the Board explicitly postpones their execution. In the event of a tie, the vote of the Director will prevail.

9. The Director is in charge of drawing up the meetings minutes, supported by the Secretariat of the PhD School.

10. The PhD Teaching Board is responsible for the approval of the PhD research topics, subject of the final dissertations, and appoints a Supervisor for each student.

11. The PhD Teaching Board implements all the tasks defined by the "University Regulations" Art. 14, to which reference is made. The PhD Teaching Board, with a specific resolution, may partially entrust the implementation of its tasks to the Executive Committee.

12. The minutes of the Board's meetings are transmitted by email to all the members and considered as approved a week later, following the formula of tacit consent. If by the above deadline any amendments are proposed, mandate is given to the Director to include the same in the minutes and to start a new approval procedure (via email) always under the rule of tacit approval. Minutes are considered as approved and

decisions validated whenever the number of negative votes is less than the majority of Board Members. In case of disagreement of the Board members or if any arguments arise, discussion and approval of the proceedings is postponed to the subsequent meeting.

13. Whenever the Teaching Board is called to discuss pressing issues or take urgent decisions by a close deadline and the matter cannot be immediately discussed in a Board meeting or postponed to next planned meeting, the Director may convene a Distance meeting. In such cases the Director will circulate by e-mail the proposal and all the information needed for a proper appraisal to the Board members who are called to express their unequivocal vote (YES/NO) by a set deadline. The proposal is approved upon positive reply of the majority of Board members. Decisions taken are immediately implemented.

Art. 7 – The Director

1. The Director is elected by the PhD Teaching Board among full-time professors of first level, or in the event of unavailability, among second level professors, members of the Teaching Board and operating at University of Trento. Director carries out the tasks set out by the University Regulations art. 15 to which reference is made.

Art. 8 – The Executive Committee

1. The Executive Committee is composed by 6 professors and/or researchers , elected by theTeaching Board , and by the School Director, who is appointed Chair of the Committee.

2. The Executive Committee assists the Director in implementing the tasks defined by the *University Regulations*, art. 15. It adopts decisions on assigned subjects and domains and reports to the Teaching Board on the activities performed.

3. Individual members of the Executive Committee can be appointed by the Director to execute specific functions needed to the achievement of organisational and management goals of the PhD programme.

4. The Executive Committee is in charge for the period corresponding to the term of office of the Director.

5. In the event of resignation of a member of the Executive Committee, termination or hindrance lasting more than three months, the Director summons an election for his or her replacement. The term of office of the new member will follow the deadline of the Executive Committee.

Art. 9 – The Secretariat

1. The Director is assisted by the Department Staff Manager and / or by the staff of Department Secretariat in charge of carrying out the administrative tasks connected to the implementation of organizational activities in particular with regard to drawing up reports and documentation, organization of selections, annual examinations and final exams, relationships with other University offices.

2. The Department Staff Manager and / or the staff of the Secretariat may thus be invited to attend the Board's meetings with secretarial reporting functions without voting right.

Art. 10 – The Supervisor

1. For each of the PhD students admitted to the PhD programme, the Teaching Board identifies a Supervisor appointed among its members on the basis of the scientific expertise and of the PhD research topics even upon designation of the research programme leaders or named by the external funding bodies offering the Doctoral scholarship(s).

2. The Supervisor is in charge of the PhD student's guidance and inclusion in the Doctorate life and research activities and undertakes to mentor the student in planning and drafting the individual Study programme.

3. The Supervisor mentors the PhD student, by assisting him/her in defining the study plan, guiding him/her in the research activities, monitoring academic activities and behavioural standards – including basic rules, principles of the PhD programme as founding values for scientific and professional growth.

4. The Teaching Board can revoke the Supervision assignment in case of non-fulfilment. If the Supervisor is a member of the Teaching Board as described in art. 6 par 1 items c) and d) of these Regulations, s/he will lose this position in the Board.

5. The Teaching Board can appoint for each PhD student one or more co-Supervisors, either members of the Teaching board or not. They hold the Supervisor' equal rights and obligations.

Art. 11 – PhD Admission - Requirements and procedures

The admission requirements to the PhD programme are those envisaged in accordance with the current University Regulations for Doctoral programmes, according to the terms and deadlines expressly specified in the call for admission.

Art. 12 – Educational activities

1. A number of educational activities are organised every year. A full description is provided in the student manual ("Handbook of studies") including the number of credits to be achieved and a description of implementation methodologies. Besides, additional courses, seminars, meetings and events related to the research topics of the Doctoral programme, can be organized along the academic year in collaboration with external partners upon invitation to participate by the PhD Secretariat.

Art. 13 – Student Guide / Handbook of studies

1. The *"Handbook of studies*" is approved by the Teaching Board at the beginning of each academic year and published online on the PhD website.

The Handbook contains practical information on the PhD programme and related educational activities.

In particular, the Handbook contains:

- indications regarding the overall number of credits by typology to be achieved within the third year;

- a list of PhD courses and educational activities offered;

- a detailed description of each course and related credits (Syllabus);

- assessment and verification methodologies for credits recognition.

Art. 14 – Annual assessment and final examination

1. The annual admission of PhD students to the second and third years of the PhD programme, is based on a public seminar given by the Doctoral student on the research topics of his/her final Dissertation. These examination meetings are public and the Examining Commission is composed by two members of the Teaching Board not including the Supervisor. The Candidate is assessed on the basis of research contents and level of advancement of the same, but also on subject mastering and presentation skills and quality. If the applicant is abroad for research related reasons s/he may ask to have a videoconference examination. The PhD Teaching Board establishes the formal admission by discussing and/or approving the report of the Examining Commission and the indications of the Supervisor, if any.

2. The denial of admission to the second or third year will cause the permanent exclusion from the PhD programme and the suspension of related scholarships. To this end the Teaching board will examine the student research activities and expected results.

3. By the end of the third year the student must pass an exam, with the modalities described in the previous par. 1, to be admitted to the final test. The Supervisor will submit to the Examination Committee, composed of at least two members of the Teaching Board not including the Supervisor, an assessment on the candidate's overall research activity and quality during the PhD programme. If the applicant is abroad for research related reasons s/he may ask to have a videoconference examination.

4. Prerequisite to be admitted to the final exam is the publication of at least two scientific articles (in print or accepted for publication) in international scientific journals listed in ISI or SCOPUS databases. Given the scientific relevance of the diffusion of research results, PhD students are encouraged to participate to international conferences for presenting their research results, if possible with oral presentations. The lack of the above requirements could be taken into consideration, and accepted by the Teaching Board, only if justified in written form by the Supervisor and by the student. The above documents will become part of those to be sent to external evaluators and to the members of the Examination Board in charge of final examination.

5. The Teaching Board upon the Supervisor and the Examining Commission's evaluation, as described in the above par. 3 and after verifying the credits achievement (see art. 12) and the research results (described in the above par. 4) admits the student to the final exam. The admission can be "with reservation", i.e. conditioned to the full achievement of the requirements within a date set by the Teaching Board. For students admitted to the final exam, upon Supevisor's indication, the Teaching Board identifies two or more evaluators (hereinafter referred to as "referees"). The student is requested to send the Thesis draft to the referees identified by the Teaching Board and hitherto contacted by the Supervisor or by the Director asking them to assess the thesis work with an analytical opinion and a report with comments and suggestions for improvements.

6. In case the PhD candidate is unable to submit the Thesis work by the due deadline for justified reasons, in accordance with the Supervisor s/he may ask the Academic Board to defer the thesis submission to the "referees" for a maximum of twelve months beyond the duration of standard PhD cycle. Such a request, to

be transmitted to the Academic Board at least thirty days before the end of the third year, may be accepted on the basis of scientific rationale and overall opportunity.

Art. 15 – PhD awarding

1. The Examination Committee in charge of the final exam for awarding the PhD title is appointed by the Rector upon indication of the Teaching Board or, by delegation, the Executive Committee, in accordance with the University Regulations.

2. The examination is held in front of the Examination Committee and consists in the public discussion of the final thesis. If one or more commissioners are prevented from physically attending the session, the Commission may gather in a videoconference meeting.

Art. 16 – Patent rights

1. Patent and copyright rights for inventions resulting from scientific research, and carried out by using financial resources and facilities provided by the University of Trento, are governed by the University Patent Regulations.

Art. 17 – PhD Student Rights and Obligations

The PhD Student is bound to produce periodic reports on the performed activity, by the deadlines set by the Teaching Board and listed in the *Handbook of Studies*. The reports shall be submitted for approval by the Director or the Academic Committee or by a specifically appointed Committee. The evaluation criteria include relevance and adequacy of academic activities followed, the scientific activities conducted on-site and off-site and compliance with the rules and obligations arising from participation in the PhD programme. In addition, upon Supervisor's request, the Director can arrange a mid-term examination to check the progress of the research activities of the candidate in front of a committee as described in paragraph 1 of Art. 14 of this Regulation. In case of failure to submit the report by the deadlines, or in case of non-approval of the same, or in case of negative outcome of the mid-term examination above mentioned, the Teaching Board may decide for the scholarship suspension and the student exclusion from the PhD programme in accordance with Art. 27, paragraph 4 of running University Regulations for Doctoral Programmes.

In addition to the PhD student rights and duties indicated in Art. 27 of the University Regulations for Doctoral programmes, each student is required to comply with the Honour Code (Annex 1) of the Doctoral programme in Materials, Mechatronics and Systems Engineering.

Each student must sign a confidentiality agreement (Non-Disclosure Agreement - Annex 2) relating to any confidential information possibly acquired during the stay at the facilities of the Department of Industrial Engineering

4. In addition to Art. 27 and 28 of the University Regulations for Doctoral programmes, the following activities must be authorized by the Supervisor in advance:

- Submission of the thesis to the Examination Committee for final review;

- Submission of manuscripts to scientific journals;

- Submission of abstracts in scientific conferences and workshops;

- Participation in scientific conferences and workshops;

- Submission of scientific projects to funding companies;

- Participation in educational and research activities, organized by the University of Trento or other bodies, other than those listed in the study plan approved by the Teaching Board

Art. 18 – Final and referral rules

1. Former PhD programmes, till the XXIX cycle are subject to the Executive Regulations of the Doctoral School of Materials Science and Engineering approved by the Department of Materials Engineering and Industrial Technologies on November 15, 2011.

2. This Regulation complements, in any matters expressly provided, the provisions established by the existing Italian law and by the University Regulations, which in any case fully and directly apply.

Allegato 1 - Annex 1

Honour Code of the Doctoral School in Materials, Mechatronics and Systems Engineering

Content

1 Scopes of the Honour Code

The fundamental objective of the Doctoral School in Materials, Mechatronics and Systems Engineering (MMSE PhD School hereinafter) is to provide the students with a high level - high quality education while developing a sense of ethics and social and professional responsibility. We believe that any instance of dishonesty hurts the entire community. It is with this in mind that we have set forth our communities official - and practiced - ethical code as the Honour Code at MMSE PhD School. The Honour System embodies our mutual trust and respect and extends to the Doctorate School long-standing behavioural rules at the Department of Industrial Engineering (DII)**.**

The Honour Code at the MMSE PhD School aims at cultivating a community based on trust, academic integrity and honour. It specifically aims at accomplishing the following: objectives:

- Ensure that students are aware of the responsibility for upholding academic honesty at MMSE PhD School;
- Prevent any student from gaining an unfair advantage through academic misconduct;
- Ensure that students understand that academic dishonesty is a violation of the profound trust of the entire academic community;
- Cultivate an environment at MMSE PhD School where academic dishonesty is not tolerated among the students.

2 Honesty

Honesty with others in regard to both academic and non-academic issues is fundamental in creating and maintaining a good environment at the MMSE PhD School.

2.1 Honesty in usage of the facilities of the Department

- Theft, damage or use of the Department facilities out of the scope of the research activities is forbidden
- Allowing unauthorized non-MMSE PhD School people access to the Department Facilities is prohibited
- Network usage concerning downloading of material and files and placing material in the web must be limited to items strictly related to didactic or research activities.

2.2 Library usage

MMSE PhD School students are urged to respect the library rules.

2.3 Laboratories

Experimental research activities at the MMSE PhD School are performed in the laboratories of the DII, where various equipments of various kind isare available (instruments, measurement systems, processing equipment, tools etc.). The students cannot use such equipments for purposes different than those agreed with the Supervisor.

2.4 Work space

Students share the working space and are expected to guarantee a quiet and respectful environment.

2.5 Lying, deception, and fraud

Any attempt to gain an advantage or to avoid a consequence by lying, deception or fraud is not acceptable behaviour at MMSE PhD School.

Examples of lying, deception, and fraud include falsifying records of time and attendance at work, giving false information to MMSE PhD School members and secretariat, and failing to take responsibility for personal conduct.

3 Plagiarism / Falsification

Plagiarism of any kind is contrary to the established practices of higher education, where all members of the MMSE PhD School are expected to acknowledge the original intellectual work of others that is included in one's own work.

4 Inappropriate gender-based behaviour

Inappropriate gender-based behaviour is contrary to the university's Honour Code and is considered as a violation. Serious violations will be reported to the police.

5 Respect others

Every member of the MMSE PhD School is expected to have a correct behaviour and treat others in a way that will foster to the well-being of everyone at MMSE PhD School and in the community.

6 Participation in MMSE PhD School activities

6.1 Courses

Students are committed to attend the programme of the MMSE PhD School and to carry out research

activities on a full time basis, according to the schedules and the regulations established by the Teaching Body of the MMSE PhD School and by the Executive Committee.

6.2 Thesis

Student supported by grants provided by founding bodies for specific research projects are committed to pursue the specific project assigned.

6.3 Absences

The school is residential and therefore unjustified absences are not permitted. Any absence must be communicated to the Tutor and, if longer than one week, also to the Secretariat of the MMSE PhD School. Unjustified absences may be a cause of expulsion from the MMSE PhD School.

6.4 Seminars

Participation at the seminars is strongly recommended in order to acquire the recent developments in research fields of interests for the MMSE PhD School.

6.5 Communications

Except for motivated reasons, PhD students are requested to guarantee the possibility to be contacted (either by email or mobile phone) wherever they are.

7 Disciplinary measures

Serious violations will be treated as follows:

- The student and his/her Supervisor will be asked for an explanation of the events by the Director of the MMSE School and/or by members of the Teaching Board.
- The Teaching Board will evaluate whether to admonish the student or not.
- In case of serious violation, the Teaching Board can propose to the Rector of the University of Trento the to exclusion of a PhD student from the MMSE PhD School with the consequent immediate fellowship forfeiture.

8 Insurance and liability

8.1 Insurance

The University of Trento provides an insurance for the duration of the Doctorate School programme. The insurance only concerns effects of accidents and damages to third parties that occur in circumstances pertaining to the Doctorate School programme.

8.2 Liability

Students of the MMSE PhD School are liable for consequences of misconduct or improper use of computers and instruments at the DII.

9 The Honour Code agreement

Having read the MMSE PhD School's Honour Code, I understand and accept my responsibility as a member of the MMSE PhD School to uphold the Honour Code under any circumstances.

Date ……

Signature of the Doctorate Student ……

Allegato 2 - Annex 2

NON-DISCLOSURE AGREEMENT

BEETWEEN

The University of Trento - Department of Industrial Engineering hereinafter referred to as the “Providing Party”

AND

.... PhD student name hereinafter referred to as “Recipient Party”.

The University of Trento and .... all together may hereafter be referred to as “Parties”.

WHEREAS, the Parties independently develop, maintain, and possess Confidential Information in the form of substantial know how, significant expertise, records and other intellectual property and information unique to the Parties regarding certain aspects of their businesses;

WHEREAS, the Parties desire to define and regulate their rights with respect to the Confidential Information exchanged as of the start of the cooperation, in order to protect and preserve the confidential and proprietary nature of that data and information which has been exchanged between them;

NOW, THEREFORE, in consideration of the foregoing premises, which are integral and substantial parts of this Agreement, the Parties agree as follows:

ARTICLE 1 Definitions

1.1 Whenever used herein, the terms listed below shall have the meanings assigned unless some other meaning is clearly required by the context.

1. 2 **Agreement** – The present Non-disclosure Agreement.

1. 3 **Confidential Information** - Any information possessed and held in confidence by and in the control of either Party that may be valuable to such Party in its business. Confidential Information includes, but is not limited to, information concerning secret proceedings, formulas, machines, components, inventions, creations, systems, designs, materials, computer software, methods, techniques, pending patent applications, patents, trademarks, copyrights, trade secrets, compositions, improvements, ideas, specifications, or arts relating to its products and services or to the production, assembly, testing, marketing, sale, and service of its products and services, plans and other information related to present or prospective activities of such Party. Confidential Information also includes all kinds of intellectual property and the specific application of know how as a whole to specific projects, products or services. Confidential Information also includes any and all documents, records, notebooks, drawings, photographs, charts written descriptions, samples, compositions, visual demonstrations, oral disclosures, and other data or information and any other repositories or representations.

"Confidential Information" shall not include information which (i) was known by the Recipient at the time of disclosure of the information by the owner (the "Providing Party"), (ii) was or becomes available from a source other than the owner if, to the best of the Recipient's knowledge by the owner's written notice, the source is not legally bound to the owner to maintain the confidentiality of the information, or (iii) the Recipient independently develops without using the Confidential Information.

ARTICLE 2 Object of the Agreement

2. 1 Each Party agrees to respect the Confidential nature of the Information exchanged during the cooperation between the Parties and the rights of any other Party on said Confidential Information as set forth in this Agreement. In particular, each Party undertakes in relation to the other party's Information:

to keep the Information confidential and to use the Information exclusively for the Purpose and for no other purpose;

not to copy, reproduce or reduce to writing any part of the Information except as may be reasonably necessary for the Purpose;

not to use, reproduce, transform or store any of the Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business.

2. 2 This Agreement shall continue in full force and effect for the lifetime of the relevant Confidential

Information exchanged and, in any case, for a minimum period of seven (7) years after the date of this Agreement.

ARTICLE 3 General Conditions

3. 1 **Applicable Law** - Any controversy, litigation or claim arising out of or relating to this Agreement or the breach thereof, shall be settled according to the Italian Law. Any disputes arising out of or in connection with this Agreement that cannot be amicably resolved, must be resolved by a competent court located in Trento (Italy).

3. 2 **Article Headings** - The headings of the articles herein contained are used for convenience and ease of reference and do not limit the scope or intent of the article.

3. 3 **Copying Of Proprietary Data And Confidential Information** - Confidential Information exchanged between the Parties must not be copied or reproduced without the prior express written permission of the providing Party, unless those copies are required for internal evaluation by the recipient Party as contemplated in the provisions herein set forth. Records of such copying and its internal distribution by the Recipient Party must be maintained and copies of such records must be provided to the Providing Party upon request.

3. 4 **Limitation On Use Of Proprietary Data And Confidential Information** - All rights to Confidential Information exchanged are reserved to the Providing Party. Thus, the Recipient Party must not disclose such Confidential Information to other parties unless and until expressly authorized in writing to do so by the Providing Party. It is further agreed that should this Agreement be terminated or have expired, the recipient Party shall keep in confidence, not use for its own benefit and prevent the disclosure to any person, firm or corporation or persons outside of its own organization or to any unauthorized person or persons all Confidential Information which is received by the recipient Party.

3. 5 **Protection Of Confidential Information** - The recipient Party must exercise a high degree of care to prevent the improper or unauthorized disclosure of Confidential Information which Recipient Party has received from the providing Party. The Recipient Party must limit the disclosure of such Confidential Information to those persons within its organization who have a need to know in order to fulfil the purposes of its business relationship with the Providing Party and must compartmentalize internal disclosure, so that no persons within itself or any of its Affiliates shall be placed in a position of conflict of interest with regard to the business relationship between the Parties. The Recipient Party warrants that its employees receiving the Providing Party's Confidential Information will be instructed as may be required to enable the Recipient Party to fulfil its obligations under this Agreement.

3. 6 **Return Of Proprietary Data** - All Confidential Information and copies furnished thereof remain as the

property of the Providing Party and shall be returned to the Providing Party within thirty (30) days of receipt of a written request by the Providing Party for the return of such Confidential Information.

ARTICLE 4 Rights and responsibilities

4. 1 All and any rights and responsibilities on the Confidential Information developed by the Parties remain in the exclusive property of the Providing Party, including, but not limited to, the ownership of source codes, the freedom of determining prices and modalities for licensing, direction and timing of product development, or the responsibility for hotline support and software maintenance.

4. 2 The Providing Party will not license the Confidential Information for a period of five (5) years from the signature of this Agreement.

ARTICLE 5 Notices

5. 1 All notices from one Party to the other Party are in writing and must be sent by registered mail or fax to the following addresses or any other address, provided that the prior written notice is given to the other Party. The date of notice are deemed to be the date on which such notice was delivered.

ARTICLE 6 Confidential Relationship

6. 1 The existence of the relationship between the Parties is confidential and shall be treated as Confidential Information pursuant to this Agreement.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement.

Trento, date ……

Signature of the PhD Student ……