



**AGREEMENT BETWEEN
SOOCHOW UNIVERSITY
AND
POLITECNICO DI TORINO**
On the Establishment of a Joint PhD Training

This Agreement is made on April 22, 2022 (the “**Effective Date**”) between the Soochow University, #1, Shizi RD, Suzhou, Jiangsu Province, P. R. China, 215006 (hereinafter referred to as “**SUDA**”), and the **Politecnico di Torino**, of Corso Duca degli Abruzzi, 24, 10129 Torino, Italy (hereinafter referred to as “**PoliTO**”),

(each a “**Institution**,” and together the “**Institutions**”).

I. PURPOSE OF THIS AGREEMENT

1. The Institutions are desirous of establishing a joint training of doctoral students leading to the award of a doctoral degree from PoliTO, as more particularly described in the following Section II-Implementation (hereinafter referred to as the “**Joint PhD Training**”). Through joint training of doctoral students, it is the intent of SUDA and PoliTO to foster collaborative research on topics that will be shared as strategic and involving the doctoral programs that oversee such topics. The scope of this Joint PhD Training is extended to all fields of study common to both Institutions, with the emphasis on Electrical and Electronic Engineering, Computer Science and Engineering.

II. IMPLEMENTATION

Selection and admission of students

2. The first intake of PhD Students (as defined in Clause 6 below) for the Joint PhD Training will commence in November 2022.
3. For the Academic Year 2022/23, the initial intake will not exceed five (5) PhD Students. The intake size for each subsequent Academic Year will be determined through agreement reached between the Institutions one (1) year prior to the start of each AY. For the purposes of this Agreement, “**Academic Year**” or “**AY**” means an academic year which comprises two (2) main semesters beginning in November of a calendar year.



4. Prospective students for consideration for the Joint PhD Training shall be recruited by SUDA, and accordingly all initial applications to the Joint PhD Training shall be submitted to SUDA. To apply for the Joint PhD Training, students must meet the admission requirements of both Institutions.
5. SUDA will perform an initial selection, and forward the list of shortlisted candidates to the Doctoral School. Shortlisted candidates will be requested to submit their application to PoliTO, according to the modalities detailed in the Call for Admission, and to pass a competitive selection procedure. The selection is based on the evaluation of candidates' titles and interview.

Registration and residency requirement

6. Students who are admitted to the Joint PhD Training (the "PhD Students") will be registered as full-time students at PoliTO. Students will have access to facilities at both Institutions.
7. The programme duration is three (3) years. The PhD Students shall spend eighteen (18) months at PoliTO and eighteen (18) months at SUDA. The mobility periods will be defined by the supervisors, based on the needs of the Collaborative Research Project and any deviation from the study arrangement shall be approved by both Institutions. The study/research period will have a minimum duration of eighteen (18) months of effective presence at Politecnico di Torino.
8. The PhD Students will follow the rules and regulations of PoliTO. Any breach of those rules and regulations will be dealt with in accordance with the established policies and procedures of such Institution in consultation with the other Institution.

Tuition Fees and Stipend Support

9. During the Students' PhD program, tuition fees will be waived by PoliTO. SUDA will provide stipend to cover the Student's study during the PhD study period at Soochow University. The scholarship will have an annual amount of CNY ¥ 100,000 and at the most CNY ¥ 200,000 over the whole PhD study period, twenty percent of which shall be covered by SUDA supervisor. Payments will be made in installments upon satisfactory completion of semi-annual assessments.
10. The PhD Students are required to pay for all the appropriate miscellaneous student fees as required by the Institutions during their residency periods; such payment



shall be made directly to the respective Institution. They shall also be responsible for all lodging and travel costs, study and living expenses, application fees, visa fees, and insurance fees incurred for the Joint PhD Training..

11. PhD Students may be entitled to apply for additional scholarships or bursaries provided by SUDA and PoliTO according to the policies of SUDA and PoliTO as the case may be, during their residency at SUDA and PoliTO, respectively.

Study Plan, Coursework and Co-supervision

12. Every PhD Student on the Joint PhD Training will be assigned one supervisor from PoliTO and one supervisor from SUDA (collectively the "Supervisors"). The co-supervisors shall be acceptable to both Institutions.
13. Each PhD Student will agree on a general research topic with their Supervisors at the time such PhD Student starts the Joint PhD Training.
14. PhD Students are required to follow the curriculum for the Joint PhD Training and fulfil the requirements of PoliTO.
15. PhD supervisors must ensure that there are sufficient resources for PhD students' research work. In order to boost the collaboration between the two co-supervisors, and make the supervisor from Polito able to follow the overall research, for each PhD student, SUDA will provide a contribution of up to CNY ¥ 20,000 per annum as the supervisor travel allowance to enable the supervisor from PoliTO to meet the supervisor from SUDA and the PhD student during the PhD research residency in China. SUDA will also strongly encourage that the supervisor from SUDA to visit PoliTO when the PhD student is at PoliTO.
16. Phd students' careers must comply with the regulation for Doctoral Program of PoliTO.

Progress evaluation

17. At the end of each year doctoral candidates must write a detailed report on their training and research and submit it to the Academic Board which decides on their admission to the following year of the programme or to the oral defense, depending if they are first, second or third year candidates.



18. Upon favourable opinion of the Academic Board of the PhD Program which the students are enrolled in, candidates must apply for enrolment in second or third year or registration for the oral defense.
19. A negative opinion of the Academic Board entails forfeiture of the doctoral candidate from the programme. The Academic Board can resolve on the forfeiture of a doctoral candidate also during the year. The Supervisors are required to immediately report in writing any critical situations to the Coordinator. The Coordinator informs the Academic Board and, after this has made a decision, he/she also informs the competent offices.

Transfer, Withdrawal and Termination of Candidature

20. PhD Students cannot request to be transferred from the Joint PhD Training to the regular PoliTO PhD scholarship. The PoliTO Supervisor can be replaced only under exceptional circumstances that must be justified by a formal and documented request submitted to the Academic Board.

Degree conferment

21. The title of PhD Doctor is achieved at the end of the PhD Program, following the positive evaluation of a research thesis contributing to the progress of knowledge or methodologies in the chosen field of study. The final examination will be carried out in accordance with the arrangements laid down in the Regulations for doctoral programmes. The PhD degrees awarded by PoliTO will be the same as PoliTO normal PhD degrees.

Intellectual Property Rights

22. Research publication authorship will be discussed at an early stage and an agreement will be reached. Authorship is limited to those who have made significant contributions to the publication. For a paper published by a PhD candidate as the first author, the primary affiliation with the first authorship should be the one with greater scientific research contribution.
23. PoliTO undertakes to promptly communicate to SUDA any Results achieved that may give rise to Industrial and Intellectual Property Rights, within 30 days of achieving them, and to collaborate in assessing the existence of the necessary requirements for patenting/registration of these Results.



24. The Industrial Property Rights to Results, as well as the Intellectual Property Rights to computer programmes and works of industrial design, achieved by the Doctoral candidate within the scope of the doctoral activity referred to in article 1 of this Agreement, belong to the Parties in equal measure, unless it is possible to agree, in writing during the activity, to a change in the share of joint ownership, in consideration of the contributions of each of the Parties in the invention, without prejudice to the assignment of the moral rights to the inventor in accordance with current legislation.
25. The Parties will agree in a separate document the specific rules for governing the methods of managing joint-ownership rights, commercial exploitation and possible conditions for exclusive licence in favor of SUDA, provided that costs and expenses will be equally shared between the Parties, or on the basis of the share of ownership of each Party in the rights referred to in paragraph 23.
26. In the event that PoliTO is not interested in filing a Patent application/registration of the Results, it will provide written notification thereof to SUDA within 60 days of the communication of the Results referred to in paragraph 22. In this case, SUDA will have the right to file a Patent application/registration of the Results, at its own responsibility and expense and in joint-ownership with PoliTO, subject to written communication to the latter. In this case, PoliTO will undertake to transfer, free of charge, its share of ownership to SUDA, upon obtaining release of the titles of Industrial/Intellectual Property Rights, by guaranteeing SUDA's exclusive enjoyment of the rights referred to in paragraph 23 from that moment onwards.
27. On the contrary, in the event that SUDA is not interested in filing Patent application/registration of the Results, it will provide written notification thereof to PoliTO within 60 days of the communication of the Results referred to in paragraph 22. In this case, PoliTO will have the option to obtain, from SUDA, free of charge, the transfer of the share of the latter's ownership of the Industrial Property Rights to the Results and/or the Intellectual Property Rights, relating to computer programmes and works of industrial design, which will be formalized in a dedicated written agreement between the Parties.
28. PoliTO will independently assess whether to file an application for the Property Rights to the transferred Results, in accordance with the previous paragraph.
29. In all the above-mentioned cases, the right of the author or inventor to be mentioned in all official records related to filing, registration, patenting and any other form of industrial ownership protection, is guaranteed in any case.



30. All the procedures have to guarantee to the Doctoral candidate the publication of his/her works and the defense of the doctoral thesis.

Use of distinctive signs of the Parties

31. The Parties will be able to use their respective distinctive signs on their institutional websites only to make known the existence of this Agreement and only for the validity period of it.
32. Without prejudice of the first subparagraph of this article, the Agreement, like the Implementing Agreements in which the partnership between the Parties will be endorsed, does not grant the Parties the right to use any distinctive signs of the other Party.
33. The use of the distinctive signs of the Politecnico, or SUDA, may be permitted only upon prior written authorisation by the same, according to the procedures governed in the applicable internal regulations.
34. Either Institution making press announcements, or releasing in any form any marketing or other publicity materials or releases relating to this Agreement or the Joint PhD Training must do so only with the prior written approval of the other Institution. The form and manner of the announcement or release or materials must also be approved in writing by the other Institution.
35. The approval of each Institution must be sought and obtained in writing in each case before its identity (name, logo, colours and/or typefaces) is used in advertisements, prospectuses and other publicity material. In all cases, the wording should be in accordance with the guidelines of each Institution and agreed with such Institution in writing prior to dissemination.

Processing of personal data - Non-EU countries not included in the GDPR framework

36. Personal data shall be processed by PoliTO solely for the purposes set forth in this Agreement and in order to achieve its institutional mission, in compliance with EU Regulation 2016/679 (GDPR) and national data protection law.
37. The non-EU partner organisation, provided that no adequacy decisions nor appropriate safeguards have been adopted respectively under art. 45 and art. 46 of the GDPR and whereas the transfer of personal data is necessary in the public



interest, undertakes to comply with the national data protection law in force in the country where the organisation's registered office is located or in the country where collaboration activities are carried out with the utmost diligence.

38. SUDA hereby authorizes PoliTO to publish any information related to this Agreement on its official website, and vice versa.

Contacts

39. The contacts details of each Institution for the purposes of this Agreement are as follows:

(a) **Soochow University**

- i. Address: Graduate School, Soochow University, #1 Shizi Rd, Suzhou, Jiangsu Province, P. R. China, 215006
- ii. Attention: Prof. Jinping Zhang, Director of the Graduate School
- iii. Email: j_pzhang@suda.edu.cn

(b) **Politecnico di Torino**

- i. Address: Doctoral School, Politecnico di Torino corso Duca degli Abruzzi, 24 10129 Torino, Italy
- ii. Attention: Director of the Doctoral School
- iii. Email: scudo@polito.it



III. AMENDMENTS, RENEWAL, AND TERMINATION

40. This Agreement shall come into force on the Effective Date and will remain in effect for a period of five (5) years. The intake can only occur in the first three years. At the beginning of the third year of the Joint PhD Training, representatives of both Institutions shall review the value and the operation of the Joint PhD Training to decide whether the intake should continue after the first three years and if so how the Joint PhD Training will proceed after expiration of the initial five (5) years term. This Agreement may be renewed or modified with the written agreement of SUDA and PoliTO. Notwithstanding the foregoing, either Institution may terminate this Agreement by serving no less than one (1) year's written notice of its intention to cease collaborating on the Collaborative PhD Programme. In the event of termination, SUDA and PoliTO shall cooperate to ensure that all PhD Students already enrolled in the Joint PhD Training are provided the opportunity to complete their originally intended degrees.

IV. GENERAL PROVISIONS

Warranties

41. Each Institution warrants that:
- (a) it is a higher education institution with authority to award graduate, postgraduate and doctoral degrees under its national education system;
 - (b) it has the full power and authority to enter into this Agreement and that entry into this Agreement has been duly authorised;
 - (c) it will take action as reasonably required to enable it to meet the academic standards required in relation to the Joint PhD Training;
 - (d) it has obtained all regulatory and other approvals required in order to allow all elements of the Programme to be run in accordance with the terms of this Agreement;
 - (e) it will co-operate in respect of any audit or other review or evaluation of the Joint PhD Training;

Liabilities



42. Neither Institution (the “Limiting Party”) shall, except in the case of death or personal injury caused by its negligence or in the case of its fraudulent misrepresentation or in other circumstances where liability may not be so excluded or limited under any applicable law, be liable to the other Institution in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss, in each case whether direct or indirect, or any consequential or indirect loss or damage, costs or expenses incurred or suffered by such other Institution as a result of any breach by the Limiting Party of the terms of this Agreement.

Force Majeure

43. Neither Institution shall be liable in damages for failing to perform its obligations under this Agreement or have the right to terminate this Agreement for any delay or default in performance hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to any strike, lock-out, or other form of industrial action, war, riot, civil commotion, terrorism, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, fire, flood, storm or act of God.

Dispute Resolution

44. If any dispute arises between the Institutions, it shall first be referred to the President of SUDA (or any person nominated by the President) and the Rector of PoliTO (or any person nominated by the Rector) who shall consider, discuss and endeavour to resolve such dispute as soon as possible, and, in any event, within thirty (30) days of the referral of the dispute to them. If disputed cannot be settled through negotiation, it will be submitted to the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be the English language.
45. Each Institution will use reasonable endeavours to reach a negotiated resolution through the dispute resolution procedure referred to in Clause 44 above. The specific format of such resolution will be left to the reasonable discretion of the Institutions.



46. Nothing contained in Clauses 44 to 45 shall restrict either Institution's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

Assignment

47. In reference to this Collaborative PhD Programme, no Institution shall, without the prior written consent of the other Institution, be entitled to perform any of its obligations through any other company or entity or to assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

Entire Agreement

48. This Agreement contains the entire agreement between the Institutions with respect to the subject hereof, and supersedes all previous agreements and understandings between the Institutions with respect thereto.

Partial Invalidity

49. If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity, or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

No Partnership

50. Neither this Agreement nor any other agreement or arrangement of which it forms part of, nor the performance by the Institutions of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Institutions. No Institution shall have any authority (unless expressly conferred in writing under this Agreement or otherwise and not revoked) to bind the other Institution as its agent or otherwise.

Waiver



51. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent an Institution from subsequently requiring compliance with the waived obligation.

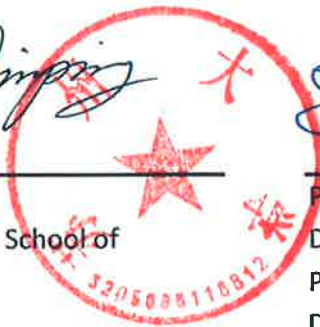
In witness whereof, SUDA and PoliTO have executed this Agreement by the signatures of their duly authorized persons as set forth below:

This agreement is made in 2 (two) original copies in English with 1 (one) copy for each Institution.

For SOOCHOW UNIVERSITY

For POLITECNICO DI TORINO

Prof. Jinping Zhang
Director of the Graduate School of
Soochow University
Date: 06/05/2022



Prof. Eugenio Brusa
Director of the Doctral School of
Politecnico di Torino
Date: 02/05/2022

