



## **DUAL AFFILIATION GUIDELINES**

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## **TITLE I - GUIDELINES FOR OBTAINING DUAL AFFILIATION OF TEACHING STAFF (professors and researchers) AND TECHNICAL AND ADMINISTRATIVE STAFF**

### **1) PREAMBLE**

Professors and researchers, including those on fixed-term contracts (hereinafter 'professors') at Politecnico may also sign scientific papers with a second affiliation when this results from scientific agreements, such as supervision of PhD students from other Universities, collaborations within projects realised thanks to infrastructure or data from other institutions, visiting periods at other Universities.

This type of 'targeted affiliation' does not generate any duties on the part of the professor and requires no prior authorisation; however, it must be activated in compliance with the provisions of the University's Code of Ethics and Conduct - Section III - 2. Expected Conduct in Research.

Since an affiliation always stems from a research activity carried out outside the University, a request for authorisation from the Rector must be submitted via the External Appointments application (whether the appointment is paid or not).

### **2) DUAL AFFILIATION**

Dual Affiliation allows professors and researchers to:

- participate in research groups belonging to two institutions and participate in fund-raising for both institutions;
- be 'reported' by one or the other institution in the case of National, European and International Projects, according to the reporting rules of the individual funding entities;
- be listed among the teaching staff of another national or international institution.

Several different types of staff member may be interested in obtaining dual affiliation.

**INSTITUTIONAL DUAL AFFILIATION** relates to:

1. Professors who belong to research centres/laboratories developed in collaboration with other Italian or foreign Institutions/Universities;
2. Professors participating in international collaborative programs that the Politecnico considers strategic.

**INDIVIDUAL DUAL AFFILIATION** relates to:

1. Full-time professors who are offered an opportunity to participate in ongoing collaboration at another Italian or foreign University, for whom it is possible to enter into an agreement under Article 6, paragraph 11, of Law 240/2010;
2. Part time professors who are offered an opportunity to participate in ongoing collaboration at another Italian or foreign University under Article 1, paragraph 633, of the 2018 Budget Law, which amended Article 6, paragraph 12, of the Law No. 240 of 30.12. 2010;
3. Untenured researchers with fixed-terms contract (RTDa) and untenured researchers with permanent contract (RTDb) and RTT, either full-time or part-time, as per Art. 16 para. 11 of the Regulations governing the recruitment of untenured researchers pursuant to Art. 24 of Law no. 240 of 30.12.2010, currently in force.

In a given period of time, each professor is only allowed to establish one A1 dual institutional affiliation relationship. A1 and A2 institutional affiliations are mutually compatible. Individual dual affiliations are incompatible with institutional affiliations. The signing of scientific work with a foreign affiliation as referred to in the preamble is not incompatible with institutional or individual dual affiliation, unless incompatibility is provided for in the agreements signed with the partners, which may provide for exclusivity.



## **2.1) INSTITUTIONAL DUAL AFFILIATION- JOINT RESEARCH CENTRES (Type A1)**

This type of dual affiliation is authorised where the University has a general interest, by virtue of the existence of a joint laboratory or research centre, a long-term project of strategic importance to the University, or collaboration with a highly prestigious research group. Today, agreements are in place with CNR, INFN, INSTM, ITT, INAF Catania, IRCCS Auxologico, IRCCS IEO, IRCCS Galeazzi, IRCCS Medea, IRCCS San Donato, IRCCS Humanitas, IRCCS Besta, IRCCS Monzino.

### **2.1a) PROCEDURE**

#### **Signing the Framework Research Agreement, the dual affiliation agreement and any renewals**

- The Rector or a delegate of his/hers shall initiate the procedure by identifying one of more actors to be designated as responsible for the preliminary phase and the Department that shall coordinate/support the relative activities.
- The Strategic Agreements and Corporate Relations Unit, in agreement with Human Resources and Organisational Development (hereinafter 'ARUO'), and with the support of the other relevant Services, shall coordinate any changes to the wording of the framework research agreement; in particular, the framework agreement must stipulate the shared interest being pursued by both Parties, the establishment of the joint research centre or laboratory, the management of intellectual property, and the rules for any joint use of equipment or other assets. If there are pre-existing agreements or agreements that need to be more general, the framework agreement can be supplemented by a specific dual affiliation agreement.
- The relevant Department Board shall approve the prepared documents (special agreement and/or dual affiliation agreement), which shall then be submitted to the Academic Senate and the Board of Governors for approval.
- Any additional stipulations aimed at governing a financial flow between the Third-party Entity and the University shall be managed by the relevant Departments or Services and be reported to the Research Office.

#### **Participation of Teaching Staff**

- The professor who intend to join a Research Centre/Institution with which the University has an agreement in place providing for dual affiliation must submit an application to the Head of the Department describing the nature of his/her collaboration, specifying his/her commitment in terms of time-per-person and any managerial roles covered at the other Institution (cf. Annex 1- Application for Institutional Affiliation);
- The relevant Department Board shall approve the individual researchers' affiliation with the Centre/Institution for the specified period. The Department Board shall periodically update the list of professors interested in dual affiliation (based on the provisions of the special agreement);
- The Department Board's approval shall be sent, within 5 days, to the Research Office for the monitoring system to be updated. In the researcher's timesheet, a dual affiliation project row is created for valorising the man-hours used. It is not necessary that the commitment envisaged at the outset corresponds to that which is actually reported;
- All research activities carried out within the scope of said special agreements are an integral part of institutional activities and as such are exempt from the obligation of reporting to the Anagrafe delle Prestazioni (civil servant labour activity register);
- Where stipulated, any remuneration shall be managed by the relevant University services and may be



### **Monitoring and management of information flows**

- The Research Office shall keep an up-to-date list of professors involved in dual affiliation agreements and shall carry out sample-based checks on compliance with the guidelines, paying particular attention to Annex 3 which summarises the duties of Politecnico di Milano's staff.
- The Strategic Research Agreements and Corporate Relations Unit shall also be responsible for renewing special agreements when they expire.

## **2.2) INSTITUTIONAL DUAL AFFILIATION- INTERNATIONAL TEACHING AND RESEARCH AGREEMENTS (Type A2)**

In the case of long-term agreements concluded with international Universities for joint teaching and research activities, the rules of dual affiliation shall be defined within the special agreements concluded for this purpose, after consulting the Schools and Departments involved.

The general principles to be followed are as follows:

- In the case of SHORT and SPORADIC stays (less than 30 days and once a year), no dual affiliation procedure shall be activated and stays shall be treated as missions;
- For LONG and/or REPEATED stays (more than one month and/or more than once a year), the special agreement may provide that the professor is granted dual affiliation.

### **2.2 a) PROCEDURE**

- The Rector or a delegate of his/hers shall initiate the procedure and identify the School/Department to act as the coordinator for implementing the agreement;
- The Strategic Research Agreements and Corporate Relations Unit, with the support of the other units responsible for the matter, shall coordinate the work on the text of the agreement, which must contain the specific instructions for dual affiliations;
- The relevant Department Board or School Board shall decide on the agreement and the dual affiliation of the professor involved.

## **2.3 INDIVIDUAL DUAL AFFILIATION- FULL-TIME PROFESSORS (Type B1)**

This type of dual affiliation is authorized **exclusively** through the signing of a special agreement as per Article 6, paragraph 11, of Law 240/2010. The Ministerial Decree of 30/1/2014 governs these special agreements as follows:

- they may be entered into with Italian or foreign Universities for the performance of teaching or research activities;
- they are reserved for full professors, associate professors and researchers, including those on fixed-term contracts;
- Their duration cannot exceed 5 years;
- The professor/researcher involved cannot simultaneously enter more than one special agreement according to this rule;
- The special agreement governs the breakout of annual commitment (with reference to 1,500 hours/year) and the teaching duties of the professor/researcher involved and consequently identifies any share of any salary that the destination University must pay to the University of origin, or the resources made available for the research;
- The professor/researcher cannot receive additional remuneration. In the event the hosting University intends to provide additional remuneration for additional assignments, the interested party must submit a request for authorisation via the 'Incarichi Esterni' (External Assignments) application.



### **2.3 2.3a) PROCEDURE (special agreement - Art. 6- para. 11- Law 240/2010):**

- The individual professor shall contact ARUO which shall identify the situation and present possible alternatives;
- The professor shall identify the solution;
- ARUO shall send the professor's Department the standard agreement template;
- The Head and the Manager of the Department may adapt the agreement with support from ARUO and Research Enhancement Unit - Technology Transfer Office, within the limits established by relevant regulations;
- The relevant Department Board shall approve the draft special agreement, entering it in Pratiche del Personale (Staff Records and Files);
- The Academic Senate and Board of Governors shall approve the draft special agreement;
- ARUO shall update the list of special agreements entered into.

### **2.4 ) INDIVIDUAL DUAL AFFILIATION – PART-TIME PROFESSORS (Type B2)**

Art. 1, para. 633, of the 2018 Budget Law amended Art. 6, para. 12, of the Gelmini Law by allowing part-time professors and researchers, including those on a fixed-term contract, to perform teaching and research activities at foreign Universities or Institutions, including by establishing an employment relationship, subject to the Rector's approval.

ANAC's (National Anti-Corruption Authority) guidance note of 14/5/2018 stressed that, when considering prior authorisation, the Rector must assess the extent to which the additional employment relationship is specifically compatible with the professor/researcher's institutional duties. Professors intending to make use of this option, must therefore apply for dual affiliation at the same time as he/she applies for the time option. The application for dual affiliation must include the following information:

- foreign University/research Institution at which he/she will work;
- Role/tasks to be covered;
- Number of hours of percentage of time to be devoted (where expressly required by the other institution);
- Nature of the employment relationship;
- Duration of the additional employment relationship;
- Declaration of compliance with the obligations deriving from institutional duties at Politecnico, summarised in Annex 3.

Where possible, ARUO shall submit both applications to the Rector simultaneously. The time option follows the rules established by the relevant regulations and enters into effect on 1 November of the year the option is submitted (deadline for submitting an application for changing the time option: 30 April) and is tacitly renewed until submission of a new application. The application for dual affiliation is valid for a maximum of two years, except in case of renewal.

For the Rector to grant authorisation, the professor/researcher's Department must express its favourable opinion by means of a statement from the Department Board.

### **2.4a) PROCEDURE for Type B2:**

- The individual professor shall contact ARUO which shall identify the situation and present possible alternatives;
- The professor shall identify the solution;
- ARUO shall send the dual affiliation paperwork to the professor;
- The professor shall submit ARUO the application for the part-time option via 'Vidimo Richieste' (Application Validation), as well as the dual affiliation application;
- ARUO shall report the Head and the Manager of the Department the time option chosen by the professor/researcher



- and transmits them the application for dual membership;
- The Department shall make a decision by means of a Department Board's resolution;
- ARUO shall send the application for dual affiliation submitted by the professor and the Department Board's resolution to the Rector so that the latter can issue the letter authorising dual affiliation;
- The relevant Department shall check whether institutional duties have been performed and follow up any renewal applications;

### **3) GUIDELINES FOR DUAL AFFILIATION OF STAFF DIFFERENT FROM TEACHING STAFF EMPLOYEES**

#### **3.1) PROCEDURE FOR TYPE A1 TECHNICAL AND ADMINISTRATIVE STAFF:**

Where the special agreement provides for technical and administrative staff to be transferred from Politecnico di Milano on temporary posting, the Department Manager shall notify ARUO the following information:

- the names of the technical/administrative staff members involved in the activity, having previously obtained the consent of the concerned individuals;
- the details of the special agreement and the purposes being pursued in the interests of Politecnico di Milano (potentially in addition to that which has already been established in the special agreement);
- the period of posting (usually 12 months, extendable to a maximum of 36 months);
- the type of posting (full-time or part-time).

The technical and administrative staff's remuneration shall usually be the responsibility of Politecnico di Milano, unless different arrangements are agreed for dividing costs between the administrations involved. After receiving this information, ARUO shall send the receiving administration a request for authorisation and shall issue the posting decree.



## **TITLE II - GUIDELINES FOR MANAGING THE SIGNING OF DUAL AFFILIATIONS FOR TEMPORARY RESEARCH FELLOWS**

### **1) Dual Affiliation**

When a specific collaboration agreement between Politecnico and Universities, public or private Research Centres is in place, a temporary research fellow/research scholarship holder, student/research fellow is authorised to

- sign his/her works using his/her second affiliation, in addition to that with Politecnico di Milano;
- be listed among the staff involved in research performed by the other Institution.

The partner Institution cannot list these figures as staff of its own, and these figures cannot be the PIs projects presented by third parties.

### **2) Duties**

All publications produced must explicitly make reference to Politecnico di Milano and, possibly, the affiliated Institution, even where the publication is produced together with other Institutions of third parties.

This reference must also be made in the work produced under the affiliation agreements published after the end of the collaboration as well as in the work reporting the results of research developed during and after the end of the fellowship.

In the event that the publications produced by the Temporary Research Fellows may be used in research quality assessment procedures or other assessment procedures, Politecnico di Milano will take precedence in selecting the products to be presented.

The rights deriving from inventions, patents or original works produced within the scope of the affiliation agreement with Politecnico of Milano shall be governed within the framework agreement or the affiliation agreement, in accordance with the intellectual property law in force.

### **3) Conditions and the Process**

Dual affiliation is possible when a minimum 24 months' temporary research fellowship agreement is in place and active.

In the case a new contract is activated, the nature of the collaboration may be indicated in the call for applications and then authorised when the procedure is approved by the Department. When there is an active contract, the Temporary research Fellow may submit the Head of the Department a request describing the nature of the collaboration (cf. Annex 1, Institutional Dual Affiliation Application Form), provided that he/she has at least 24 months of contract remaining.

Dual affiliation shall end on expiry of the temporary research fellowship or of the agreement governing the partnership with the University.

Applications for dual affiliation and their approval must be reported to the Research Office, which maintains an up-to-date list of temporary research fellows involved in dual affiliation agreements.



## **TITLE II - GUIDELINES FOR MANAGING THE SIGNING OF DUAL AFFILIATION WORK BY PhD STUDENTS**

### **1) PREAMBLE**

Politecnico's PhD students, just like professors and researchers, may also sign scientific papers with a second affiliation when this results from specific collaborations on projects carried out using infrastructure or data from other institutions.

### **2) DUAL AFFILIATION**

Dual Affiliation allows PhD students to:

- sign his/her works using his/her second affiliation, in addition to that with Politecnico di Milano;
- be listed among the staff involved in research performed by the other national or international Institution.

Several cases are possible:

1. PhD students who hold a scholarship or a temporary research fellowship from Politecnico di Milano and are affiliated to institutes and research centres/laboratories with which Politecnico has collaboration agreements in place. Examples of this type of relationship are special agreements with CNR, INFN, INSTM, ITT, INAF Catania, IRCCS Auxologico, IRCCS IEO, IRCCS Galeazzi, IRCCS Medea, IRCCS San Donato, IRCCS Humanitas, IRCCS Besta, IRCCS Monzino. The PhD student who intend to become affiliated with a Research Centre/Institution with which the University has an existing agreement providing for dual affiliation must submit an application to the Coordinator of his/her PhD programme describing the nature of the collaboration (cf. Annex 2- Application for Dual Affiliation). The application for affiliation with the Centre/Entity for the period indicated is subject to approval by the Coordinator;
2. In the case of PhD students involved in long-term international collaboration agreements concluded in the framework of long-term agreements with international Universities for joint teaching and research activities, the rules of dual affiliation shall be defined within the special agreements concluded for this purpose, after consulting the Schools and Departments involved. In principle, dual affiliation is recognised for LONG and/or REPEATED stays (more than one month and/or more than once a year);
3. *Executive* PhD students, who are also employees of companies or research organisations. In this case, the rules for signing joint works and intellectual property must be set out in the special agreement.

Counterparts of applications for dual affiliation must be sent to the Research Office for this to update the monitoring of staff involved in dual affiliations.

In all cases, all publications produced must explicitly make reference to Politecnico di Milano and, possibly, the affiliated Institution, even where the publication is produced together with other Institutions of third parties. This reference must also be made in the work produced under the affiliation agreements published after the end of the collaboration as well as in the work reporting the results of research developed during the PhD programme or after its end.

The rights deriving from inventions, patents or original works produced within the scope of the affiliation agreement with Politecnico of Milano shall be governed within the framework agreement or the affiliation agreement, in accordance with the intellectual property law in force.

Research activities funded by companies or external entities cannot give rise to dual affiliations.  
Participation





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of the funding company or entity to the publications must be acknowledged in the 'acknowledgements' or in the text of the consequent publications, but not in the affiliation of the authors.



**Annex 1 APPLICATION FOR DUAL INSTITUTIONAL AFFILIATION**

***(full professor/associate professor, permanent researcher, untenured researcher with fixed-term or permanent contract (type A/B), TEMPORARY research fellow)***

I, undersigned

person code, born

on \_\_\_\_\_, in my capacity as

- full/associate professor
- untenured researchers with permanent contract
- untenured researcher with fixed-term contract (A/B)
- temporary research fellows

at the Department of \_\_\_\_\_

of this University,

HEREBY REQUESTS

pursuant to the Special Agreement signed on \_\_\_\_\_  
with \_\_\_\_\_

to be authorised to perform

- research activities
- teaching activities

Specifically, for the period from \_\_\_\_\_ to \_\_\_\_\_, I requests to be authorised to perform the following activity:

---

The activity will be performed at \_\_\_\_\_  
(specify place of posting, if any) for a man-month commitment of:

I will perform a managerial role in said activity:

- YES
- NO

Publications will be produced for the aforementioned activities:

- YES
- NO

The inventions, patents and original works produced in the context of the aforementioned research activities will generate rights to be protected and/or governed:

- YES
- NO

*(Delete as appropriate)*

*(Teaching staff)*

I, undersigned, declare that I have examined the duties of teaching staff, the duties to report on research activities and treatment of scientific results and intellectual property in Annex 3 'Duties of Politecnico di Milano's professors with dual scientific affiliation'.

*(Temporary Research Fellows)*

*I, undersigned, declare that I have examined the duties to report on research activities and treatment of scientific results and intellectual property in Annex 3 'Duties of the interested party'.*

Milan,

Signature

I, undersigned, undertakes to report any changes that may arise during the performance of the aforementioned activities.

Should the situation substantially change from that which is detailed in this application, I undertakes to apply for new authorisation.

I, undersigned, also undertake to comply with the obligations deriving from my institutional duties.

In faith thereof,

Milan,

Signature

**Annex 2 APPLICATION FOR DUAL AFFILIATION**  
**(PhD students)**

I, undersigned, person code, born in  
on, enrolled at Politecnico di Milano as a PhD student in the cycle at the PhD programme in \_\_\_\_\_

HEREBY REQUEST  
pursuant to the Framework Agreement signed on with

to be authorised to perform research and/or teaching activities in collaboration with the aforementioned  
Centre/Entity.

Specifically, for the period from to , I request to be authorised to perform the  
following activities:

The activity will be performed at \_\_\_\_\_  
\_\_\_\_\_ (specify place of posting, if any)

Publications will produced for the aforementioned activities:

YES  
NO

The inventions, patents and original works produced in the context of the aforementioned research  
activities will generate rights to be protected and/or governed:

YES  
NO

I, undersigned, declare that I have examined the duties of PhD students as set out in the '*Regulations on  
PhD Studies at Politecnico di Milano*'

Milan,

Signature

I, undersigned; undertake to report any changes that may arise during the performance of the  
aforementioned activities.



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Should the situation substantially change from that which is detailed in this application, I undertakes to apply for new authorisation.

In faith thereof,

Milan, \_\_\_\_\_

Signature \_\_\_\_\_

### **Annex 3**

#### **Duties of Politecnico di Milano's professors staff with dual scientific affiliation**

This Annex identified the duties of Politecnico di Milano staff as currently governed by laws, decrees, University Regulations and the rules to be followed in the presence of a dual affiliation agreement

##### **Part A: TEACHING STAFF DUTIES**

These activities can be summarised as follows:

- 1) Teaching commitment and completing the teaching commitment declaration
- 2) Completing lecture register
- 3) Attendance and Laurea (equivalent to Bachelor of Science) and Laurea Magistrale (equivalent to Master of Science) sessions
- 4) Non-negative opinion from students
- 5) Participation in University life
- 6) Documented research activity

The indicators for the performance of these duties were approved by the Academic Senate in September 2019.

##### **Part B: DUTIES TO REPORT ON RESEARCH**

Dual affiliation is authorised where the University has a general interest, by virtue of a joint laboratory or research centre, a long-term project of strategic importance to the University, or collaboration with a highly prestigious research group.

When staff remuneration is the responsibility of Politecnico di Milano to report on the cost of Politecnico's staff at another Institutions, it is recommended that the funded project also involves Politecnico di Milano as a Third Party or in a similar manner as provided for by the funding plan.

Specifically, if necessary in order for one of the affiliate institution's research projects to be implemented, the professor/researcher's activity may be considered a contribution in kind made available by a 'Third Party' (Politecnico di Milano) on a gratuitous basis or against payment.

##### **For contributions against payment:**

- it is necessary to declare as eligible costs the amounts disbursed by the beneficiary to reimburse the Third Party within the limits of the cost incurred by the latter for the posted staff made available;

##### **For gratuitous contributions:**

- it is necessary to declare as eligible costs the costs incurred by the Third Party in accordance with the accountability rules established by the financing for posted staff made available, also considering the fact that, for example, those amounts must also be declared as project income in H2020.

##### **Part C: SCIENTIFIC RESULTS AND INTELLECTUAL PROPERTY**

All publications produced must explicitly make reference to Politecnico di Milano and, possibly, the affiliated Institution, even where the publication is produced together with other Institutions of third parties. These references must also be made in works produced by virtue of affiliation agreements but published after the end of the collaboration



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The rights deriving from inventions, patents or original works produced within the scope of the affiliation agreement with Politecnico di Milano shall be governed within the framework agreement or the affiliation agreement, in accordance with the intellectual property law in