VERBALE DELLA RIUNIONE DEL COLLEGIO DEI DOCENTI DEL DOTTORATO DI RICERCA IN "SCIENZE VETERINARIE, BIOTECNOLOGICHE E AGRARIE"

Il giorno 08 luglio del 2024, alle ore 09.30 come da regolare convocazione del 05 luglio dell'anno 2024 (Prot. N. 0086203 del 05/07/2024) con il seguente o.d.g aggiuntivo (Prot. N. 86592 del 20240708 (2024-UNMECLE-0086592) si è riunito, per via telematica, il Collegio dei Docenti del Dottorato di Ricerca in "Scienze Veterinarie, Biotecnologiche e Agrarie".
Presiede la seduta il Coordinatore, prof. Francesco Fazio, funge da Segretaria la prof.ssa Cristina Cravana, designata ai sensi dell'art. 24 del Regolamento Generale di Ateneo (D. R. n. 376 del 18 Febbraio 2016).
Componenti del Collegio dei Docenti:

Professori Ordinari		**Professori Associati**	
Abbate Francesco	**P**	Alberghina Daniela	**P**
Brianti Emanuele	**P**	Campo Salvatore Giuseppe	**P**
Campo Giuseppe Maurizio	**P**	Cicero Nicola	**P**
Catone Giuseppe	**P**	Condurso Concetta	**P**
Chiofalo Biagina	**P**	Conte Francesca	**P**
Chiofalo Vincenzo	**P**	Costa Giovanna Lucrezia	**P**
Cristarella Santo	**P**	Cravana Cristina	**P**
Di Paola Rosanna	**P**	D'Alessandro Enrico	**P**
Di Pietro Simona	**P**	De Salvo Maria	**P**
Fazio Esterina	**P**	Di Vita Giuseppe Antonino	**P**
Fazio Francesco	**P**	Giannetto Claudia	**P**
Gaglio Gabriella	**P**	Giarratana Filippo	**P**
Germanà Antonino	**P**	Guerrera Maria Cristina	**P**
Giudice Elisabetta	**P**	Interlandi Claudia	**P**
Giuffrida Alessandro	**P**	Lo Turco Vincenzo	**P**
Gresta Fabio	**P**	Masucci Marisa	**P**
Laurà Rosaria	**A.G.**	Medica Pietro	**P**
Levanti Maria	**P**	Mucciardi Massimo	**P**
Licata Patrizia	**P**	Napoli Ettore	**P**
Liotta Luigi	**P**	Parrino Vincenzo	**P**
Macrì Francesco	**P**	Pugliese Michela	**P**
Marino Gabriele	**P**	Spadola Filippo	**P**
Montalbano Giuseppe	**P**	Toscano Stefania	**P**
Origgi Francesco	**P**	Vullo Cecilia	**P**
Panebianco Antonio	**P**	Zumbo Alessandro	**P**
Panzera Michele	**P**		
Passantino Annamaria	**P**	**Ricercatori a tempo determinato**	
Piccione Giuseppe	**P**	Arfuso Francesca	**P**
Quartuccio Marco	**P**	Barbato Mario	**P**
Verzera Antonella	**P**	Cincotta Fabrizio	**P**
Ziino Graziella	**P**	Crupi Rosalia	**P**
		Di Rosa Ambra Rita	**P**
Docenti di Università Straniere		Gugliandolo Enrico	**P**
Refinetti Roberto	**P**	Scordia Danilo	**P**
Altro personale: rappresentanti imprese		**Ricercatori a tempo indeterminato**	
Arcigli Amaranta	**A**	Rinaldi Carmela	**P**
De Salvo Francesco	A		
Dipasquale Giovanni	**P**	**Rappresentanti dottorandi**	
Emmanuele Giovanni Antonino	**P**	Fabio Bruno	**P**
Marotta Stefania Maria	**P**	Rosangela Armone	**P**

Essendo presente la maggioranza dei Componenti il Collegio del Dottorato, il Presidente riconosce a tutti gli effetti valida la Seduta e la dichiara aperta per trattare, come da comunicazione, il seguente ordine del giorno:

omissis

4. Approvazione Accordo di Cotutela di tesi dottorale, tra l'Università degli Studi di Messina e Università Clermont-Auvergne, (France) per la dottoressa Giacoma BRANCATO-XXXVIII ciclo.

omissis

Il Presidente tratta il 4° punto all'ordine del giorno, che si riferisce a:

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ll presidente ricorda all'onorevole Collegio che la dottoressa Giacoma Brancato, iscritta al secondo anno del corso di Dottorato in Scienze Veterinarie, XXXVIII ciclo, ha presentato richiesta di attivazione della procedura di cotutela di tesi dottorale, tra l'Università degli Studi di Messina e Università Clermont-Auvergne, (France) Prot. N. 161203 del 15 dicembre 2023 (2023-UNMECLE-0161203), la cui procedura di attivazione è stata approvata in seduta collegiale del 18 dicembre u.s.

Dando corso all'attivazione del programma di co-tutela programmato, si sottopone alla approvazione del Collegio la bozza dell'Accordo di Cotutela con la Universitè Clermont-Auvergne, per l'ottenimento, rispettivamente, del titolo di ***Dottore di Ricerca (PhD) in Scienze Veterinarie***, XXXVIII ciclo, per l'Università degli Studi di Messina e il titolo di ***Doctorate from the Doctoral School of Sciences de la Vie, Santé, Agronomie, Environnement*** per l'Université Clermont-Auvergne. Dato il particolare rilievo e interesse di carattere scientifico che tale ricerca in cotutela riveste, come previsto dall'art.32 del Regolamento del Dottorato di Ricerca dell'Università degli Studi di Messina, che *consente "l'attivazione di un programma di cotutela di tesi per dottorandi iscritti tra il primo e il secondo anno di Corso, qualora sussistano particolari interessi di carattere scientifico*", si invita il Collegio a esprimersi in merito alla richiesta pervenuta (All. 3).

Il Presidente pone in approvazione.

Il Collegio, all'unanimità, approva.

Non essendoci altro da discutere, il Presidente dichiara chiusa la Seduta alle ore 11.40.

Le deliberazioni espresse in Seduta sono state redatte, lette, approvate e sottoscritte seduta stante.

La Segretaria
(Prof.ssa Cristina Cravana)

Il Presidente
(Prof. Francesco Fazio)

Prot. n. 0086828 del 08/07/2024 - [UOR: SI001183 - Classif. III/6]

AGREEMENT FOR THE ORGANIZATION OF AN INTERNATIONAL

DUAL-DEGREE THESIS PROGRAM

Between

UNIVERSITE CLERMONT AUVERGNE,
Experimental Public Establishment (EPE) (Host Institution), registered under Siret No. 130 028 061 00013, code APE 8542Z, whose head office is located at 49 Boulevard François Mitterrand CS 60032 - 63000 CLERMONT FERRAND, represented by Professor Mathias BERNARD in his capacity as President.

Acting on behalf of the Doctoral School of Life, Health, Agronomy, and Environmental Sciences represented by Patrick Vernet, its Director.

And

UNIVERSITA' DEGLI STUDI DI MESSINA,
Public Institution founded in 1548 (Home institution), Fiscal Code 80004070837 , whose head office is located at Piazza Pugliatti 1, 98122 Messina, (Italia) represented by Prof Giovanna Spatari in her capacity as Rector

in which the aforementioned parties are jointly referred to as 'the parties',

Concerning
Ms,
SURNAME: Brancato Forenames: Giacoma
Nationality: Italian

Considering the "Convention cadre sur les co-tutelles de thèse entre la Conférence des Présidents d'Université (CPU) et la Conférence des Recteurs des Universités Italiennes (CRUI)" dated February 13, 1998

Having regard for the Université Clermont Auvergne:
The Ministerial Order of 25 May 2016 setting the national framework of doctoral training and the procedures for issuing the national PhD diploma

Having regard for Università degli Studi di Messina
-the art. 4 of the Italian Law n. 210 of 03/07/1998, that provides for the Universities' autonomy in setting up PhD courses within Universities' governmental, educational and scientific autonomy, as modified by the Law n. 240/2010;
-the Italian Ministry of Education, University and Research Regulation concerning PhD programmes, issued with D.M. n. 226/2021;

-the University of Messina Regulation concerning Research Doctorate course issued with the Rector's Decree n. 834/2022;
- the Rectoral Decree Rep. n.2470 dated 23 September 2022, prot. 116711/2023, with which Dr. Brancato has been admitted to the Doctorate Course in Scienze Veterinarie, XXXVIII cycle, with a scholarship pursuant to Ministerial Decree 352/2022, subject to the positive outcome of the eligibility and coherence check of the research projects carried out by the MUR (Italian Ministery for University and Research, and the subsequent Rectoral Decree Rep. n. 151/2023, prot. 7244/2023, that indicates the start date of doctoral activities financed by Ministerial Decree 352/2022;
- the Ministerial Decree (DM) n. 352/2022 and the validation by the MUR (Italian Ministry for University and Research) of the request to change the location and duration of Ms Brancato's study period abroad as provided by the Note 40460/2024;

The following has been agreed

Nature of the diploma awarded:

- in France: Doctorate from the Doctoral School of Sciences de la Vie, Santé, Agronomie, Environnement - N°65 (Université Clermont Auvergne)
- in Italy: Dottore di ricerca (Ph.D) in "Scienze veterinarie" (Università degli Studi di Messina)

Title I - ADMINISTRATIVE CONDITIONS

Article 1 Purpose

In accordance with Article 14 of the French Ministerial Order of May 25, 2016, when performed on a full-time basis, the anticipated duration of the research project is 36 months.

The doctoral student Giacoma Brancato is registered at UNIME at the second year of the Doctoral program in "_Scienze Veterinarie'' XXXVIII Cycle and she has a scholarship (Italian Ministerial Decree 352/2022). The doctoral programme lasts three years and it started on December 28th 2022 according to the Rectoral Decree n. 151/2023 (prot. 7244/2023).

As part of the agreement, the doctoral student will be registered at Université Clermont Auvergne at the Doctoral School of Sciences de la Vie, Santé, Agronomie, Environnement - N°65.

The PhD student takes an annual registration in each institution for each of the years of preparation of the thesis. At Università degli Studi di Messina and at the Université Clermont Auvergne she will pay the tuition fees as follows

1st Year: (2022-2023):The student has paid tuition fees at Università degli Studi di Messina and she is exempted of tuition fees payment at UCA
2nd Year: (2023-2024): The student will pay tuition fees at Università degli Studi di Messina and she is exempted of tuition fees payment at UCA

3rd Year: (2024-2025): The student pays tuition fees at Université Clermont Auvergne and she is exempted of tuition fees payment at UNIME related to COA (Contributo Onnicomprensivo Annuale) and she pays the annual amount of Regional tax for the right to education

Article 2 Insurance

In accordance with the UNIME regulation the doctoral student benefits from the UNIME social security coverage, valid during her study period at Host Institution (Zurich Accident Policy n. Z084787 and Allianz Civil Liability policy n. 79301441). She must take out compulsory civil liability, as well as repatriation.

Article 3 Financial conditions of accommodation

During her stay in the partner country, the PhD student will rent an apartment at her own expense.

Financial aid from which the person concerned benefits (scholarship, allowance, contract etc.):
The student has a scholarship from MUR (Italian Ministery for University and Research), according to the Ministerial Decree n. 352/2022, to the Rectoral Decree Rep. n. 2470 del 23.09.2022, prot. 116711/2023, and to the Rectoral Decree prot. 7244/2023. She will benefit of a financial increase for her stay abroad as provided by doctoral regulation.

Title II - SCIENTIFIC AND PEDAGOGICAL CONDITIONS

Article 4 Distribution of work

The thesis supervisors dispensing the dual-degree are:

For Université Clermont Auvergne

Surname and Forename: Cécile Ginane
Status: Research supervisor HDR
Institution of assignment: Université Clermont Auvergne as provided by the UCA doctorate programme

For the Università degli Studi di Messina

Surname and Forename: Daniela Alberghina
Status: Professor
Institution of assignment: Università degli Studi di Messina

Both thesis Supervisors undertake to fully exercise, jointly with the doctoral student, the responsibilities attributed to them by the regulations in force and the academic traditions in their respective countries. They shall also undertake, in their respective establishments, to ensure the implementation of the provisions of this Agreement.

The topic of the doctoral thesis is: Non-invasive monitoring methods to assess the behavioural and physiological responses of dairy cows to heat waves in different climates

Research takes place in the following host laboratories or research centers.
The period of joint research thesis will be divided between the two institutions. According with the supervisors the number of months of stay period at the UCA/INRAE, will be 12 months starting from 1st July 2024 until the 30th June 2025. The remaining period will be spent at UNIME for a total duration of the doctarate programme of 36 months.

Laboratories (name, country)	**Periods**
Università degli Studi di Messina	Periods Second Academic Year (2023-2024) = 6 Months, from January until June 2024
UMR Herbivores, INRAE at Univerité Clermont Auvergne and Univerité Clermont Auvergne as provided by the doctorate programme	Periods Second Academic Year (2023-2024) = 6 Months, from July 2024 until December 2024
UMR Herbivores, INRAE at Univerité Clermont Auvergne and Univerité Clermont Auvergne as provided by the doctorate programme	Periods Third Academic Year (2024-2025) = 6 months, from January 2025 until June 2025
Università degli Studi di Messina	Periods Third Academic Year (2024-2025) = 6 months, from July 2025 until December 2025

The student has already completed the first academic year 2022-2023 (12 months) started from December 28th2022

Article 5 Admission at the only final examination and Jury

The partners agree that the deadline for the submission of the final thesis will be on December 13th, 2025.
According to Italian legislation, to obtain the admission at the single final examination, the thesis will be evaluated by two external reviewers full professors. If the evaluation of the reviewers is positive

and they don't ask for modifications of the thesis, the final examination could be taken until June 2026. If the evaluation of the reviewers is positive, but they ask for modifications of the thesis, the final examination could be postponed until six months and could be taken until December 2026. To take the final examination in the 2025/2026 academic year, the student will have to enroll in UCA.

The doctoral thesis is defended before a jury composed of a balance of scientific representatives from both countries and appointed jointly by both institutions The only Examination Board shall be comprised of six or maximum eight members including the two thesis supervisors that do not evaluate the candidate and includes at least two people from outside the signatory institutions. At least two thirds of the members of the Examination Board must be Academic professors.

The constitution of the jury and the conditions of the defense will respect the rules in force in each of the partner countries and institutions.

Article 6 Defense - Deposit copy and publication of the PhD Thesis

The thesis will be defended in the following location: Università degli Studi di Messina

The thesis is written and presented in English, completed by a substantial written abstract in French and in English.

The thesis thus defended is recognized by the two institutions and the two countries concerned.

The conditions of delivery, reporting and reproduction of theses are governed by

- the ministerial decree of May 25, 2016 for University Clermont Auvergne
- the Italian Ministry of Education, University and Research Regulation concerning PhD programmes, issued with D.M. n. 226/2021 and the University of Messina Regulation concerning Research Doctorate course issued with the Rector's Decree n. 834/2022

Details regarding the deposit copy, authorial information and printing the PhD thesis are set out in the applicable regulations of each higher education institution.
The publication of the PhD thesis is guaranteed by both higher education institutions in accordance with their applicable regulations.

Article 7 Duration

The present agreement shall be valid from the date of the last signature by the authorized representative of the contracting Institution and expires in 36 months from the date of first enrolment mentioned in the Article 1 of this agreement, without prejudice to the extensions according to the Italian regulation, until the PhD qualification is obtained. The progress of PhD programme since the enrolment and up to the signature of the present agreement shall be recognized by the parties.

ARTICLE 8 – Intellectual property

Definitions

"Prior Knowledge" means the knowledge, intellectual property rights and expertise obtained by each of the Parties, prior to the Agreement.

"External Knowledge" means knowledge, intellectual property rights and expertise, even if obtained in a field of common interest, but outside of the research conducted pursuant to the Agreement.

"Results" means all new knowledge in any form obtained under the Agreement and the intellectual property rights therein.

Ownership

Ownership of Prior and External Knowledge :

Both Parties retain ownership of their Prior Knowledge. External Knowledge belongs to the Party that acquired it.

This Agreement does not confer nor shall it be construed as conferring upon any Party any license or right to use any Prior or External Knowledge belonging to any other Party except as expressly provided herein.

Ownership of Results:

The Results, whether patentable or not, are jointly owned by the Parties,without prejudice to compliance with the constraints imposed by the MUR Financing Body of the Doctoral Scholarship DM. 352/2022.

Each Party's share of co-ownership shall be defined on a case-by-case basis, taking into account the respective intellectual contributions of the Parties leading to the results under the Agreement.

The PhD student undertakes to comply with the regulations in force in both countries regarding methods of presentation, intellectual property rights and reproduction of the doctoral thesis and in particular, to fulfill the obligations established by the MUR (Italian Ministery for University and Research) as financing body of the assigned scholarship (Ministerial Decree 352 /2022).

ARTICLE 9 – Confidentiality

Each Party agrees to keep confidential all information disclosed by the other in any form under the Agreement and identified as such by this other Party including information relating to Prior and External Knowledge (hereinafter referred to as "Confidential Information").

It will refrain from disclosing any Confidential Information and from using it, unless it has the prior written consent of the other Party. Background, derivative and common source code software is deemed Confidential Information.

It will use the Confidential Information exclusively for the purposes of the Agreement and will use its best efforts not to diminish in any way the other Party's rights to the Confidential Information.

The provisions of the above clause shall cease to apply to any information which a Party proves to have possessed prior to its communication to the other Party, or which is in the public domain, or which subsequently enters into the public domain through no fault of the receiving Party, or which a Party acquires from a third party, in good faith and without restriction on its disclosure or use.

In order to ensure the security of the Confidential Information and its supports, the Parties shall take all necessary precautions to protect it.

The undertaking referred to in this Article 9 shall remain in effect for a period of five (5) years from the release of the Confidential Information.

Notwithstanding any other provision of this Agreement to the contrary, this confidentiality undertaking shall not prevent the protection by the Parties of the Results by industrial property title and their exploitation in accordance with the provisions hereof.

ARTICLE 10 - Publications / Communications

In compliance with the confidentiality clause provided for five (5) years, without prejudice to compliance with the constraints imposed by the MUR Financing Body of the Doctoral Scholarship DM. 352/2022. Any publication or communication of information relating to the Study by either Party must receive, for the duration of the Agreement and the six (6) months following its expiry, the written consent of the other Party, which shall make its decision known within a maximum period of two (2) months from the date of the request, after this period and in the absence of a response, the consent will be deemed acquired.

At the end of the six (6) month period, any publication or communication shall be made in compliance with the confidentiality obligations stipulated in Article 8 above.

However, the provisions of this section shall not prevent:

- ✓ the obligation of each of the persons participating in the Study to submit a report of their activities to the institution to which they belong, such communication not constituting a disclosure within the meaning of the laws on intellectual property;
- ✓ the defense of the thesis of researchers whose scientific activity is related to the subject of this Agreement;
- ✓ the protection of the Results by an intellectual property title;
- ✓ the legal obligation of the researchers to declare to their employer the inventions of which they are the authors by virtue of the provisions of article L 611.7 of the Intellectual Property Code.

ARTICLE 11 - Use of Results

Each Party shall benefit from a non-exclusive, non-assignable, non-transferable right, without right to sublicence, and without financial compensation, to use the Results for their own specific research and teaching needs, to the exclusion of any use, either direct and/or indirect, for commercial purposes.

In the event that the Joint Results prove likely to be the subject of industrial and commercial use, the Parties who are co-owners of these Joint Results shall specify the terms and conditions of their use within the framework of a development agreement prior to any industrial and commercial use.

It is hereby agreed between the Parties that any direct and/or indirect use by a Co-owning Party of the Results shall imply financial compensation to the benefit of the other Co-owning Parties, in accordance with the terms and conditions subsequently defined in the above-mentioned co-ownership agreement.

The PhD student undertakes to comply with the regulations in force in both countries regarding methods of presentation, intellectual property rights and reproduction of the doctoral thesis and in particular, to fulfill the obligations established by the MUR as the financing body of the assigned scholarship (Ministerial Decree 352 /2022)

Article 12 Modifications

Any modification or extension (after requesting a waiver) of this agreement shall be made by means of an amendment, in duplicate, signed by the Parties.

Article 13 Disputes

For any dispute that may arise between the Parties relating to the interpretation and/or performance of this Agreement, the Parties shall endeavor to find an amicable solution prior to any litigation.

In the absence of an amicable settlement, the dispute will be brought before the competent court.

Article 14 Termination

The present agreement is automatically terminated in the event of absence of enrolment or re-enrolment of the doctoral student within the deadlines indicated in the UC Doctoral Charter.

The agreement is also terminated in the event of abandonment or resignation (in the context of research funding or fellowship). In this case, the PhD student is required to inform the thesis supervisors as well as each establishment by means of a letter sent to all the above mentioned parties.

The agreement can be automatically terminated in case of non-performance, by one of the Parties, of one or more obligations contained in the various clauses of the agreement. Such a termination shall not take effect until sixty (60) days after the complaining Party has sent a registered letter with acknowledgement of receipt setting out the reasons for the complaint, unless within this period the defaulting Party has fulfilled its obligations or has provided proof of an impediment resulting from an event of force majeure.

The exercise of the right of termination does not exempt the defaulting Party from fulfilling the obligations under the present agreement until the initial date of the termination, subject to any damages suffered by the complaining Party as a result of the early termination.
However, the provisions of Articles 6, 7, 8, 9 and 10 of the agreement shall remain in force notwithstanding the expiration of the agreement.

Article 15 – Processing of Personal Data

The processing of personal data related to this Agreement is carried out by the University in accordance with the European General Regulation No. 679/2016 for the protection of personal data and the Code regarding the protection of personal data, Legislative Decree No. 196/2003 and subsequent amendments and additions

The parties to the contract, within the framework of this contract, to respect their obligations in terms of personal data protection in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as the "General Data Protection Regulation" (GDPR), and of the French amended law no. 78-17 of 6 January 1978 relating to data processing, data files and civil liberties, known as the French Data Protection Act.

The personal data collected under this contract (identification data and economic and financial information) are processed for contract management purposes by the parties to the contract on the basis of Article 6-1. b) of the GDPR.
This processing of personal data does not involve automated decision making as defined in Article 22 of the GDPR.
The parties to the contract officers in charge of the management and the implementation of the contract are recipients of the personal data collected in the frame of the contract.
No personal data are transferred outside of the EU.

Personal data are stored for the duration of the above-mentioned contract.

Concerning the UCA, Security measures are implemented in accordance with the UCA's security policy for the information systems which stems from the national security policy for the information systems.
The UCA officers in charge of the management and the implementation of this agreement undertake to use tools that ensure the security of the personal data processed

Concerning the University of Messina, Security measures are implemented in accordance with the UNIME's security policy for the information systems which stems from the national security policy for the information systems.
The Unit in charge of the management and the implementation of this agreement undertake to use tools that ensure the security of the personal data processed.

In accordance with the data protection regulations, the co-contractor has the following rights on his data : the right of access, the right of rectification, the right to deletion of data (right to be forgotten), the right to object, the right to restriction of processing.
To understand your rights, please click on the following link: https://www.cnil.fr/fr/les-droits-pour-maitriser-vos-donnees-personnelles and https://www.unime.it/privacy-e-cookie-policy

To exercise your rights, you may contact :
The DPO of the UCA :

- by e-mail: dpo@uca.fr
- by post: Direction des Affaires Juridiques et Institutionnelles

À l'attention du Délégué à la protection des données
49, boulevard François Mitterrand - CS 60032
63001 Clermont-Ferrand Cedex 1
The DPO of the University of Messina :

- by e-mail: rpd@unime.it
- by post: All'Attenzione del responsabile del trattamento Dati

Università degli Studi di Messina, Piazza Pugliatti 1, 98122 Messina
In case of a violation of the above-mentioned provisions, the co-contractor has the right to submit a complaint to Concerned Supervisory authority.

Drawn up in 2 copies, in Clermont-Ferrand and in Messina

Done in on / / For the Université Clermont Auvergne The President, **Mathias BERNARD**	Done in on / / For the Università degli Studi di Messina The President **Giovanna SPATARI**

Read and approved

Done in on / / For the Université Clermont Auvergne The Head of the Doctoral School, **Patrick VERNET**	Done in on / / For the Università degli Studi di Messina The Coordinator of the Doctoral School **Francesco FAZIO**
Done in on / / For the Université Clermont Auvergne Thesis supervisor, **Cécile GINANE**	Done in on / / For the Università degli Studi Di Messina Thesis supervisor **Daniela ALBERGHINA**
Done in on / / The PhD student, **Giacoma BRANCATO**	