**COLLABORATION FRAMEWORK AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY AND *(COMPANY OR PUBLIC ADMINISTRATION*) FOR THE COMPLETION OF AN INDUSTRIAL PhD**

In Leioa, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ , 20 \_\_\_\_\_

**THE PARTIES PRESENT**

Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*member of the Management Team of the Doctorate School, with sufficient authority*) of the University of the Basque Country.

And Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, representing and acting on behalf of (*company, public administration*), in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of this entity, and with sufficient authority to sign this Agreement.

Both Parties, each recognising the other's legal capacity, competence and legitimacy to enter into and sign this Agreement, hereby

**DECLARE**

**ONE. -**  That the UPV/EHU is a multi-sector and multidisciplinary legal entity of public law dedicated to teaching, research and scientific-technological development. That one of its aims is to ensure '*Quality higher education which contributes to the comprehensive training of its students and guarantees that they become well-prepared professionals ready to enter the labour market*'.

**TWO. -** That *(company, public administration)* is a (*research centre/entity),* engaging in (*as appropriate*) activities in several knowledge fields.

**THREE. -**That article 15bis of Royal Decree 99/2011, of 28 January, governing official doctoral courses, regulates the Industrial Doctorate Distinction awarded in certain PhDs and stipulates that *'the PhD student must participate in an industrial research or experimental development project carried out in the company or Public Administration in which the service is provided, which may not be a University*'. It also stipulates that, in the event of the industrial research or experimental development project being carried out jointly by a University and the company or Public Administration in which the PhD student is providing a service, a collaboration framework agreement must be signed by the two Parties.

That the UPV/EHU Doctorate Management Regulation outlines the requirements and procedure to be followed to obtain the Industrial Doctorate Distinction and adds that the collaboration framework agreement signed should be accompanied by an appendix outlining the specific collaboration conditions for the completion of the thesis.

**FOUR.** Taking the aforementioned points into account, and with the ultimate aim of institutionalising the collaboration between the signatory Parties, both recognise each other's legal capacity to sign this agreement, in accordance with the following

**CLAUSES**

**One. - Aim**

The aim of this agreement is to establish the terms for collaboration between the UPV/EHU and (*company, public administration*) for the purposes of the completion of an Industrial PhD, which involves the drafting of a doctoral thesis within the framework of an industrial research or experimental development project carried out jointly by the entity and the UPV/EHU. Thus, participating PhD students will be provided with training in both the business and academic environments.

The research project and doctoral thesis will be carried out within the framework of this collaboration agreement.

**Two. - Aims of the Parties**

The common aims include:

The collaborating entity:

* To attract people with high added-value knowledge and competences: the business environment will help train them in accordance with their needs so that they can become future leaders in research and innovation.
* To access research groups and centres at the UPV/EHU and its facilities and infrastructures.

The UPV/EHU:

* To strengthen knowledge transfer mechanisms with the business environment and/or the public administration.
* To establish sound relationships with organisations working in the different industrial sectors and the administration.

PhD students:

* To carry out their doctoral thesis within the framework of a project undertaken by a company committed to research and innovation.
* To work with researchers in a scientific environment and with company staff during the development of the project.

**Three. - Requirements for earning an Industrial Doctorate**

The equivalent duration of the employment or commercial contract may not be less than one year (full time) and must be in effect while the PhD student is enrolled on the doctoral programme.

The PhD student must participate in an industrial research or experimental development project carried out in the company or public or private institution in which they are providing the service.

The specific conditions of the collaboration will be outlined in an appendix to the agreement.

**Four. - Dedication of the PhD student**

The appendix will specify whether the PhD student will work on their thesis full time or part time, in accordance with current legislation. During the course of their thesis, the PhD student must divide their time between the collaborating entity and the university, in such a way as to ensure that they can earn their doctorate within the specified time frame. The appendix outlining the specific conditions must state the way in which the PhD student's time will be distributed between the academic world and the company or public administration.

**Five. - Responsibility for the PhD student**

In addition to the tutor assigned to the student by the university, the collaborating entity will also designate someone to assume responsibility for monitoring their activities within the company/public administration and for coordinating with the university tutor.  This person may also supervise or co-supervise the thesis, providing they comply with the requirements specified in the UPV/EHU regulations governing this task.

The designated person must be named in the specific conditions appendix.

**Six. - Specific commitments made by the entity (*company, public administration*)**

1. To assign someone to assume responsibility for the project.
2. To formalise an employment or commercial contract with the PhD student for a period of at least the equivalent of one year, full time.
3. To provide the PhD student with the support they require and to facilitate the use of any resources, instruments and equipment necessary for the normal development of their activity.
4. To support and facilitate the PhD student's training, as well as brief stays in research centres, attendance at and participation in conferences and other activities linked to their research, guaranteeing that they complete all the training activities demanded by the Doctoral Programme.
5. To ensure that hired researchers benefit from any use made of their R&D results by providing adequate legal protection, particularly in terms of intellectual property rights and copyright.

**Seven. - Specific commitments made by the UPV/EHU**

1. To assign a thesis supervisor or tutor who complies with the requirements established in the UPV/EHU's regulations.
2. To provide the PhD student with the support they require and the resources or equipment they need to carry out their activities.
3. To regularly supervise the progress of the research project and doctoral thesis.
4. To ensure compliance with the obligations outlined in the doctoral commitment document (or equivalent).
5. To assist the PhD student in receiving additional training and make it possible for them to participate in the training organised by the entity.
6. To ensure no incompatibilities in relation to any subsidies or grants awarded.

**Eight. - Selection of the PhD student**

The person hired by the entity must be accepted by the UPV/EHU Doctoral Programme in accordance with the University Access and Admission requirements.

**Nine. - Granting of the 'Industrial Doctorate' distinction**

Once the student has defended their doctoral thesis in accordance with that established in this agreement and the other requirements established in article 15bis of Royal Decree 99/2011 and the UPV/EHU Management Regulations for Doctoral Degrees have been met, the PhD student will be granted the 'Industrial Doctorate' distinction.

**Ten. - Monitoring Commission**

The signatories to this agreement will set up a joint Monitoring Commission, with an equal number of members from each institution.

Other people may also be invited to join the Commission, providing an agreement is reached between the two signatory Parties.

The Commission will be responsible for resolving any incidents linked to compliance with this agreement or to its interpretation and/or execution during the course of the doctoral thesis.

**Eleven. - Confidentiality**

Both Parties undertake not to disseminate, under any circumstances, the scientific or technical information belonging to the other Party to which they have had access during the project that is the object of this agreement.

The previous paragraph is not applicable when:

1. The receiving Party has evidence attesting to the fact that they had prior knowledge of the information received.
2. The information received is in the public domain.
3. The receiving Party acquires the information from a third party, with no confidentially commitments.

The Parties undertake to ensure that all staff from their respective organisations who are participating in the project know and respect the confidentiality commitments outlined in this clause. The data and reports obtained during the completion of joint projects, as well as the final results, are strictly confidential.

Given that the research carried out forms part of the hired PhD student's doctoral thesis, the UPV/EHU will take the necessary measures to ensure that, in accordance with that stipulated in article 14.5 of Royal Decree 99/2011 of 28 January, none of its confidential contents are published. When one of the Parties wants to use, either partially or in their entirety, any partial or final results that are partially or wholly the property of the other Party, for publication in the form of a scientific paper or conference presentation, etc., they must first request permission from the other Party in writing, by registered mail, email with confirmation of receipt or any other reliable means of communication, with said communication being addressed to the person responsible for monitoring the project in the corresponding entity and being accompanied by a draft of the proposed publication.

Prior to any publication, its effect on the possible protection and/or exploitation of the results by either of the Parties should be taken into account.

The other Party must respond within 30 days, giving or refusing their permission and/or stating their reservations about the information contained in the paper or presentation. If no reply is received after 30 days have passed, this shall be understood as tacit authorisation for dissemination. If a Party refuses permission to publish, they must justify why they believe said action would have a negative effect on their ability to protect and exploit the results in question. The Parties must reach an agreement within 3 months from when the draft publication was first communicated to the receiving Party. In the event of no agreement being reached after this time, the case will be submitted to the competent authorities (courts).

The authors of the work must be mentioned in both publications and patents; in the case of patents, the authors should be named as inventors. In any dissemination of the results, special reference must always be made to this Project. This notwithstanding, the use of the name 'UPV/EHU' for advertising purposes requires previous, express authorisation by the university's competent authorities.

The Parties also undertake to abide by the Publicity Rules linked to the public funding received and to comply with and facilitate compliance with the open dissemination obligations established by law.

The provisions of this clause will remain in force for three (3) years after the termination of this present Agreement.

**Twelve. - Ownership of the results**

The results of the Project completed by the PhD student will be the equal property of both the UPV/EHU and the collaborating entity.

The personal and moral rights granted by law to all research staff participating in any result eligible for intellectual or industrial protection are recognised, particularly that of being acknowledged as the authors or inventors of the result.

The Parties must formalise the corresponding Co-ownership Agreement in as short a time as possible. Said Agreement must establish the ownership percentages and conditions for exploiting and protecting the Result, bearing in mind the financial and intellectual contribution made by each Party to the joint Result, as well as its potential commercial value and applications. Any expenses incurred as a result of the recognition and/or defence of said rights against third parties shall be distributed in the same way. Until such a time as the Co-ownership Agreement has been signed, neither Party may directly exploit or license the joint Result, and may only use it for internal purposes of research or pre-commercial demonstration.

If one of the Parties were to decide not to participate in an application for protection through either a patent or register, or not to maintain said protection, they may offer to transfer these rights or their exploitation rights to the other Party. In this case, the other Party may obtain full ownership of the patent or register, or full exploitation rights. The terms of this transfer shall be determined on a case-by-case basis.

**Thirteen. - Interpreting the Agreement**

* This present agreement is an administrative agreement and its interpretation and development shall be governed by applicable administrative legislation.
* Any problems which may arise in relation to the agreement or its application shall be resolved by the Monitoring Commission outlined in clause ten.

**Fourteen. - Duration of the Agreement**

This agreement shall come into effect upon the date on which it is signed and shall last until the end of the PhD student's participation in the industrial research or experimental development project carried out by the collaborating entity and the UPV/EHU.

Notwithstanding, the agreement may not last more than four years from the date upon which it is signed. After the end of this period, it will be considered tacitly renewed for further four years unless one of the signatory Parties expresses their desire to the contrary before 30 June of the academic year prior to the one in which they do not want the agreement to continue. Termination of the agreement must be communicated in writing.

**Fifteen. - Grounds for termination**

This agreement may be terminated for any of the following causes:

* Mutual agreement of the signatory Parties or denouncement by one of the Parties under the terms stipulated in clause fourteen.
* Elimination of the official PhD course that is the object of this agreement.

**Sixteen. - Jurisdiction and conflict resolution**

The Parties undertake to resolve any differences that may arise regarding the interpretation and application of this present Agreement in a friendly and amicable manner. In the event of this being impossible, the case shall be submitted to the jurisdiction of the Contentious Administrative Courts, in accordance with that stipulated in articles 1 and 2 of Act 29/1998, of 13 July, regulating said jurisdiction. If this were to occur, then both Parties expressly waive their right to any other jurisdiction and agree to submit to the jurisdiction and authority of the Bilbao Courts and Tribunals.

In witness thereof, the Parties sign this Agreement in duplicate, to one sole effect, at the place and on the date indicated above.

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| THE (*member of the Management Team of the Doctorate School, with sufficient authority*) FROM THE UPV/EHU DOCTORATE SCHOOL*(name and surname(s))*(Signature and stamp) | THE (*position in the entity*) OF (*name of the entity*)*(name and surname(s))*(Signature and stamp) |

**APPENDIX OF SPECIFIC CONDITIONS FOR THE FRAMEWORK COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU)**

**AND**

***(COMPANY OR PUBLIC ADMINISTRATION)***

**FOR COMPLETION OF AN INDUSTRIAL PHD**

In Leioa, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ , 20 \_\_\_\_\_

**THE PARTIES PRESENT**

Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*member of the Management Team of the Doctorate School, with sufficient authority*) of the University of the Basque Country.

And Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, representing and acting on behalf of (*company, public administration*), in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of this entity, and with sufficient authority to sign this Agreement.

**DECLARE**

That this document is signed under the umbrella of the framework agreement established between the UPV/EHU and (*company, public administration*), on (*date*) with the aim of laying down the specific collaboration conditions for the completion of the thesis.

**DETAILS OF THE PHD STUDENT**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

National ID card/passport num.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONDITIONS OF THE CONTRACT SIGNED BETWEEN THE PHD STUDENT AND THE COLLABORATING ENTITY**

The specific conditions of the employment or commercial contract are as follows:

Duration of the contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commencement date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DEDICATION OF THE PHD STUDENT**

The PhD student shall work on their thesis either full time or part time, in accordance with current doctorate regulations:

Dedication \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The PhD student shall distribute their time between the university and the collaborating entity as follows:

University: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborating entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DETAILS OF THE DOCTORAL PROGRAMME**

Doctoral programme: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Doctoral Programme Coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of the Doctoral Programme Board meeting at which the signing of the agreement was approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THOSE RESPONSIBLE FOR THE PHD STUDENT**

* Tutor (assigned by the UPV/EHU): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Person responsible (assigned by the collaborating entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thesis supervisor(s) (they may be from either the University or the collaborating entity, and may be the same person as the tutor/person responsible, providing they hold a PhD and meet the requirements established in the doctorate regulations):

* Supervisor or Co-supervisor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Supervisor or Co-supervisor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FUNDING**

Coverage of any expenses incurred as the result of the doctoral thesis, such as mobility expenses for the PhD student or academic costs, must be agreed upon by the company and the PhD student. In the event that completion of the thesis involves expenses incurred due to work carried out at the UPV/EHU, for the use of equipment or prevision of services, these must be outlined in a specific contract signed between the Parties.

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| THE (*member of the Management Team of the Doctorate School, with sufficient authority*) FROM THE UPV/EHU DOCTORATE SCHOOL*(name and surname(s))*(Signature and stamp) | THE (*position in the entity*) OF (*name of the entity*)*(name and surname(s))*(Signature and stamp) |