**COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU) AND *(name of the entity/institution)* FOR SUPERVISING DOCTORAL THESES AND FOR FACULTY COLLABORATION IN THE FOLLOWING DOCTORAL PROGRAMME *(name of the PhD course)***

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

**THE PARTIES PRESENT**

Mr/Ms *(name and surname(s) of the member of the Management Team at the UPV/EHU Doctorate School, with sufficient authority),* representing the University of the Basque Country, from here on UPV/EHU, in their capacity as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

And Mr/Ms *(representative of the collaborating entity, with sufficient authority)* representing and acting on behalf of (*name of the entity*) (from here on, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), with Tax ID num. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and resident, for the purposes of correspondence, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of their organisation and by virtue of *(details of the corresponding power of attorney: date, place, notary and number).*

**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.

**TWO**. - That *(name of the collaborating entity)* is a (*research centre/entity),* engaging in *(as appropriate)* activities in several knowledge fields.

**THREE. -** That article 11 et seq. of Royal Decree 99/2011 govern the completion of doctoral theses and, in accordance with article 8.2, doctoral programmes may benefit from the collaboration, expressed through a formal agreement, of professionals and researchers from other public or private, national or foreign organisations, centres, institutions and entities engaged in R&D&I activities.

**FOUR. -** That the current Doctoral Programme Proposal and Management Regulations govern the conditions for the participation of people from outside the UPV/EHU in the supervision of Doctoral Theses, as well as the conditions that all supervisors must meet.

**FIVE. -** 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 established the terms under which the doctoral theses of PhD students enrolled in the Doctoral Programme entitled (*name of the doctoral programme*) run by the UPV/EHU may be supervised by PhD holders from (*name of the entity*). This in no way supersedes that established in current regulations and the conditions and requirements for supervising and completing doctoral theses. All this must be authorised by both (*name of the entity*) and the Academic Commission of the Doctoral Programme or the Postgraduate Commission.

A doctoral thesis may be carried out at the facilities of either (*name of the entity*) or the UPV/EHU, depending on which is most convenient for the specific project in question and in accordance with that stipulated in the corresponding Appendix.

**Two. -**  **Academic and administrative commitments**

Prior to commencing activities, the **Appendix** to this agreement must be signed by both Parties. Said Appendix must specify (at least) the following details:

* The Doctoral programme in question.
* The academic year in which the collaboration is to commence.
* The PhD student details.
* The laboratory or research unit at (*name of the entity*) in which the doctoral thesis is to be carried out (where appropriate).
* The UPV/EHU tutor and/or Supervisor included in the doctoral programme.
* The Co-supervisor of the doctoral thesis from the staff at (*name of the entity*). If they are included in the doctoral programme, there will be no need for a co-supervisor.
* Aspects related to confidentiality.
* Aspects related to intellectual and industrial property.

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

* To expressly mention the collaboration of (*name of the entity*) in the completion of the Doctoral Programme entitled (*name of the Doctoral Programme*), as well as in all activities carried out in relation to it.
* To provide (*name of the entity*) with information about the university regulations governing PhDs.
* To inform the PhD students of the contents of this agreement.
* To appoint someone from (*name of the entity*) as Supervisor or Co-supervisor, providing they fulfil the requirements established in the regulations and are accepted by the Academic Commission of the Doctoral Programme or the Postgraduate Commission.
* To ensure that the PhD students give their express permission for the ceding of their data for the purposes outlined in clause twelve.

**Four. -** **Specific commitments made by (*name of the entity)***

* To participate in the Doctoral Programme by supervising doctoral theses.
* To comply with current university regulations regarding PhDs.
* To provide the material and infrastructure necessary for the adequate completion of doctoral theses by PhD students (where appropriate).
* To provide PhD students with access to any documents they may require for their doctoral theses.

**Five. -**  **Rights and Obligations of the PhD students**

The rights and obligations derived for PhD students from this agreement are as follows:

* To complete the enrolment process, under the concept 'academic tutoring', for every academic year in which they are engaged in their doctoral thesis.
* To start work on their doctoral thesis on the specified date and under the specified conditions.
* In the event of accessing the facilities belonging to (*name of the entity*), to abide by any regulations established by that entity.
* To complete their doctoral thesis diligently, making full use of the facilities provided, in accordance with the Research Plan and the specific conditions established.
* To inform their thesis Supervisor at (*name of the entity*) of any incident that may affect the correct completion of their doctoral thesis.
* To stay in contact with their tutor and, where appropriate, their Supervisor, during the course of their doctoral thesis and to inform them of any incidents that may arise.
* To respect professional secrecy and confidentiality in relation to the information gathered at (*name of the entity*).
* To respect intellectual and industrial property under the terms established in the legislation governing this issue, unless they have signed the corresponding cession or transfer document.
* Under no circumstances do the clauses of this agreement imply the cession or transfer of any intellectual or industrial property rights held by (*name of the entity*).

**Six. -** **Nature of the relationship between the PhD student and *(name of the entity)***

The signing of this agreement by (*name of the entity*) does not imply the undertaking of any more commitments than those stipulated therein and under no circumstances will result in the obligations inherent to an employment contact, since the relationship established between the PhD student and (*name of the entity*) is not of that nature.

**Seven. -** **Research Plan**

The PhD student will draft a Research Plan which shall include, at the very least, the methodology to be used and the objectives to be attained, as well as the means and time frame for the research activities to be carried out. This Plan may be improved and developed in more detail as the doctoral thesis progresses and must be approved by the UPV/EHU tutor and the thesis Supervisor(s).

**Eight. -** **Coordination**

The UPV/EHU will appoint a suitable faculty member to act as a tutor and/or Supervisor, in accordance with current regulations.

UPV/EHU academic tutors are responsible for:

* Ensuring that the student's training and research activities are in keeping with the principles outlined in the Doctoral Programme and the UPV/EHU Doctorate School.
* To approve the Research Plan, as well as any modifications or improvements.
* To serve as a liaison with the UPV/EHU.

For its part, (*name of the entity*) will appoint a suitable person from among its staff to act as thesis Supervisor, in accordance with the conditions and requirements established for the supervision and completion of doctoral theses, pending approval by the Academic Commission of the Doctoral Programme and/or the Postgraduate Commission.

Thesis Supervisors are responsible for:

* Establishing the PhD student's work plan.
* Helping and guiding PhD students, clarifying any doubts and resolving any difficulties they may encounter during their stay at (*name of the entity*) (where appropriate).

**Nine. -** **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.

**Ten. -**  **Previous knowledge and knowledge generated. Industrial and intellectual property.**

1. 'Knowledge Generated' is understood to refer to patents, patent applications, other industrial and intellectual property rights, knowhow and, in general, any technical information generated by either Party during the development of the thesis resulting from the Collaboration specified in this agreement.
2. 'Previous and/or Parallel Knowledge' is understood to refer to patents, patent applications, other industrial and intellectual property rights, knowhow and, in general, any technical information developed by either Party prior to the commencement of and/or in parallel to the doctoral theses resulting from the Collaboration specified in this agreement.
3. Title to and exploitation of industrial and intellectual property rights which may stem from the Knowledge Generated during the doctoral thesis projects resulting from the Collaboration specified in this agreement will be analysed and decided upon in the Appendixes formalised as part of this Agreement.
4. However, in the absence of any regulation different from that outlined in the Appendixes, it is hereby established as a general principle that title to any possible intellectual and industrial property rights that may stem from the Knowledge Generated during the activities resulting from the Collaboration specified in this agreement shall belong to the Party which generated said Knowledge.

Nevertheless, in cases in which said rights cannot be attributed exclusively to one of the Parties, title to them and their exploitation shall be shared between both Parties in accordance with their respective contributions. Under such circumstances, the Parties should sign the corresponding Knowledge Generated co-ownership agreement.

Title to and exploitation of the Knowledge Generated will be determined by analysing the following criteria:

* Generation of the idea, previous knowledge and coordination and leadership of the activity;
* Availability of the knowledge that proved key to the development of the activity;
* Contribution to the activity in terms of budget, staff and/or investment.

Previous and/or Parallel Knowledge will remain at all times the property of the contributing Party.

1. Nevertheless, the authors of the doctoral theses will be protected by that stipulated in Legislative Royal Decree 1/1996, of 12 April, approving the modified text on Intellectual Property, which states that any cessions of intellectual property and specification of industrial property must be reflected in a 'letter of engagement'.

**Eleven. -** **Insurance**

**a) Insurance for UPV/EHU students**

* The UPV/EHU has a civil liability insurance policy that covers any damages caused to third parties by PhD students during the completion of their doctoral theses.
* Neither the University nor the PhD student may be held responsible for damages caused by orders or instructions given by the Supervisor that are not included in the Research Plan.
* All Spanish, European or foreign students with a residence permit aged under 28 who are enrolled on an official university course are covered by the school insurance policy. Moreover, the UPV/EHU has an accident and medical assistance policy called EHU Ikasle Asegurua which covers all students enrolled at the university in Spain.
* Students completing their doctoral theses abroad must take out the IBILI policy or an equivalent policy with a similar minimum coverage, unless they already have an insurance policy with a similar level of coverage.

**b) Insurance covering staff at *(name of the entity)* collaborating in training activities**

Staff at (*name of the entity*) who collaborate in training activities carried out by PhD students at their facilities must be duly insured by (*name of the entity*) during the time they are performing the agreed upon tasks, which involve collaborating with the university in representation of the aforementioned entity with which they have a contractual relationship.

**Twelve. -** **Personal data protection**

The signing of this agreement implies authorisation for the ceding and processing of holders' personal data for the sole purpose of the agreement and in accordance with that stipulated in Organic Act 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

Under no circumstances may the data be used for purposes other than those established in this agreement and (where appropriate) in the corresponding Appendix.

Personal data will not be ceded or communicated to third parties, except when necessary to ensure their correct attention, development, control and compliance with the expressed purposes, as well as under those circumstances envisaged in current law.

Proprietors of the data may exercise their right to data access, rectification, erasure and portability, as well as their right to restrict and refuse processing and to not be the object of decisions based solely on the automated processing of their data, by contacting the Data Protection Delegate at the University of the Basque Country, Barrio de Sarriena s/n, 48940 Leioa (Bizkaia) or by email at dpd@ehu.eus.

Furthermore, the Parties undertake to adopt the technical and organisational measures necessary to guarantee the security of the personal data in their possession and to prevent unauthorised alteration, loss, processing or access, taking into account the state of the technology used, the nature of the data stored and the risks to which they are exposed, be they the result of human action or the natural physical environment.

**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 nine.

**Fourteen. - Duration of the Agreement**

This Agreement will last for four years from the date on 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 to the other Party 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 Doctoral Programme that is the object of this agreement.

**Sixteen. - Finalising the doctoral thesis in the event of the Agreement being terminated**

If the agreement is terminated, both Parties undertake to ensure that the PhD student(s) currently engaged in the doctoral theses which are the object of the agreement have the opportunity to complete them.

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

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| The (*position of the member of the Management Team at 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 TO THE COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU) AND *(name of the entity/institution)* FOR SUPERVISING DOCTORAL THESES AND FOR FACULTY COLLABORATION IN THE FOLLOWING DOCTORAL PROGRAMME *(name of the PhD course) SIGNED ON*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20**\_\_\_\_\_\_

 **20**\_\_\_\_\_\_ **/ 20**\_\_\_\_\_\_ **ACADEMIC YEAR**

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| Mr/Ms. |  |

Coordinator of the Doctoral Programme, in representation of the **University of the Basque Country (EPV/EHU).**

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| Mr/Ms. |  |

in representation of ***(name of the entity).***

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| Mr/Ms. |  |

as a **PhD student**.

In accordance with that established in clause two of the collaboration agreement signed between the UPV/EHU and (*name of the entity*), the following information is given:

1. Doctoral Programme

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1. Laboratory or research unit at (*name of the entity*) in which the activities are to be carried out (where appropriate).

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1. UPV/EHU tutor

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1. Thesis supervisor included in the programme

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1. Thesis co-supervisor at (*name of the entity*) (where appropriate)

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1. Start of research activities (dd/mm/yy): \_\_\_/\_\_\_/\_\_\_.
2. The PhD student authorises both the UPV/EHU and (*name of the entity*) to cede and process their data for the purposes of the completion of their doctoral thesis.
3. Previous knowledge and knowledge generated. Industrial and intellectual property.

Title to and exploitation of industrial and intellectual property rights which may stem from the Knowledge Generated during the doctoral thesis will be specified in the corresponding letter of engagement, which may be modified if necessary and which is attached to this Appendix.

1. Confidentiality

Under exceptional circumstances, to be determined by the Academic Commission of the Doctoral Programmes, such as (among others) the participation of companies and other R&D&I entities in the completion of the doctoral thesis, the existence of confidentiality agreements with companies or the possibility of generating patents involving the content of the thesis, etc., the Academic Commission of the Doctoral Programme and the Doctorate School undertake to respect the confidential nature of the thesis contents during the completion of the thesis by signing the approved documents to this effect, as well as, during the deposit phase, to ensure said confidentiality is respected by the members of the viva panel assessing the thesis as well as anyone else attending the public viva, and during its subsequent filing, in accordance with the documents available on the UPV/EHU website.

In witness thereof, the Parties sign this document in triplicate in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_ \_\_\_\_\_\_ , 20\_\_\_\_\_\_.

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| FROM THE UNIVERSITYCOORDINATOROF THE DOCTORAL PROGRAMMESigned: .……………………….(Signature and stamp) | FROM THE ENTITY (*name of the entity*)Position: ……………………….Signed: .……………………….(Signature and stamp) |
| PHD STUDENTSigned: ………………………(Signature) |  |