**COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU) AND (name of the entity/institution)FOR THE COMPLETION AND/OR SUPERVISION/CO-SUPERVISION OF DOCTORAL THESES AND FOR FACULTY COLLABORATION IN THE FOLLOWING DOCTORAL PROGRAMME *(name of the doctoral programme)***

*(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).*

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.

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

**THREE.** - That current law permits them to sign agreements for the completion of theses in collaboration with national and foreign, public and private centres, institutions and entities engaging in R&D&I activities whose aim it is to foster the development of doctoral theses.

**FOUR. -** That current law establishes the conditions for the participation of Supervisors from outside the UPV/EHU in the supervision of Doctoral Theses, as well as the conditions that all supervisors must meet.

**FIVE.** - That, for the purposes of the present Agreement, the Issuing Party is deemed to be the party from which the information emanates, and the Receiving Party the party who has access to the information provided by the Issuing Party.

**SIX.** - 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 doctoral theses can be carried out in collaboration with the entity, as well as, where appropriate, the conditions for the supervision and/or co-supervision of theses carried out by PhD students enrolled in the Doctoral Programme entitled (*name of the doctoral programme*), run by the UPV/EHU, 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.

The specific conditions under which the collaboration between the Parties will take place are outlined in the corresponding Appendix.

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 corresponding Appendix to this agreement must be signed by all Parties, in accordance with the aim of the collaboration in which the Parties wish to engage:

* Appendix I when the doctoral thesis is supervised and/or co-supervised by the entity.
* Appendix II when the doctoral theses is carried out jointly between the university and the entity, but the entity does not participate in its supervision.

**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.
* To ensure that the PhD student gives 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 comply with current university regulations regarding PhDs.
* To provide the material and infrastructure necessary for the adequate completion of doctoral theses by the PhD students (where appropriate).

To provide the 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 and to the best of their ability, in accordance with the research plan, personal training plan (students enrolled prior to the 2024-2025 academic year are not obliged to draft a training plan) and the specific conditions established and approved.
* 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(s), 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 acquired at (*name of the entity*).
* All direct industrial or intellectual property rights and all those that may derive from the confidential information shared with PhD students or between the Parties will be deemed to be the sole and exclusive property of the Issuing Party. Under no circumstances is the Receiving Party to be understood to have the right to use said confidential information for any purpose other than that expressly agreed upon.

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

The signing of this Agreement by (*name of the entity*) does not imply the acquisition of more commitments than those stipulated herein. In no case does this Agreement imply obligations inherent to a labour contract, since the relationship established between PhD students and (*name of the entity*) is not of that nature.

**Seven. - Research plan and personal training plan**

The PhD student shall draft a research plan and a personal training plan that will be developed and assessed in accordance with current regulations (students who enrolled prior to the 2024-2025 academic year are not obliged to draft a training plan).

**Eight. - Coordination**

Those responsible for supervising and monitoring the PhD students must coordinate with each other in the performance of these tasks.

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

Thesis tutors from the UPV/EHU are responsible for interactions between the PhD student and the Academic Commission. They are also responsible for adapting training and research activities to the principles of the programmes and, where appropriate, the Doctoral School.

When the doctoral thesis is supervised or co-supervised by (*name of the entity*), this entity will appoint a suitable person from among its staff to act as thesis supervisor or co-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.

The thesis supervisor is the person ultimately responsible for guiding the research tasks performed by the PhD student. They are also responsible for ensuring the consistency and suitability of the training activities in which they engage and the impact and novelty in the field of the topic of the doctoral thesis, and for guiding its planning and adaptation (where necessary) to other projects and activities in which the PhD student participates. The functions of tutors and supervisors are laid out in the Commitment Document.

When the doctoral thesis is carried out in the entity, but the entity does not participate in its supervision, they must designate someone to be responsible for the thesis. This person must comply with that outlined in Appendix II. Those responsible for thesis supervision shall be appointed by the university in accordance with current regulations.

**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. - Ownership of and exploitation rights to industrial and intellectual property**

Copyright to the Doctoral Thesis report belongs to the PhD student, as established by Royal Legislative Decree 1/1996 of 12 April approving the Amended Text of the Intellectual Property Act.

* **- Ownership of and exploitation rights to Prior Knowledge and Parallel Knowledge**

‘Prior Knowledge’ is understood to refer to information held by the Parties prior to the signing of this Agreement, as well as any Intellectual and/or Industrial Property Rights linked to said information, all of which remain the exclusive property of each Party, with the other Party being expressly prohibited from using it outside the scope of the present Agreement.

Similarly, any results or knowledge acquired outside the project in parallel remain the property of the acquiring Party.

If, for the purposes of completing the Doctoral Thesis, the Receiving Party were to require the Issuing Party’s prior knowledge in order to carry out their part in the project, the Issuing Party shall grant them the right to use the Prior Knowledge free of charge and exclusively for the period in which the present Agreement remains in effect. Said right to use the knowledge is exclusive, non-transferable and may not be sub-licensed.

Each Party may freely use and/or exploit their own Prior Knowledge and Parallel Knowledge for any purpose they deem fit.

To this end, that established in the corresponding appendix is deemed to constitute Prior Knowledge of the UPV/EHU.

* **Ownership of and exploitation rights to the Knowledge Generated**

‘Knowledge Generated’ is understood to refer to the results (including all information, confidential or otherwise) generated during the Doctoral Thesis. Said results may generate rights in relation to copyright, designs, patent rights or other similar protection mechanisms.

Ownership of any Knowledge Generated, as well as the right to exploit it, belongs exclusively to the generating party.

Nevertheless, in cases in which said ownership cannot be attributed exclusively to one of the Parties, title to the results shall be shared between both Parties in accordance with their respective contributions.

Title to any 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.

The Parties shall decide together regarding the protection of the results. Expenses linked to presenting/registering, obtaining and maintaining co-ownership of the knowledge shall be covered jointly by the Parties in accordance with their respective ownership percentages.

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

The Parties undertake to draft a Co-ownership and Exploitation Agreement for the results. Said document shall define the ownership percentages corresponding to each Party, as well as the terms and conditions of the Shared Knowledge Generated exploitation agreement. Until such a time as this Agreement has been signed, neither Party may directly exploit or license the Shared Knowledge Generated, and may only use it for internal research purposes.

**Eleven. Confidentiality and Publications**

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:

a) The Receiving Party has evidence attesting to the fact that they had prior knowledge of the information received.

b) The information received is in the public domain.

c) 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 none of its confidential contents are published.

All direct industrial or intellectual property rights and all those that may derive from confidential information will be deemed to be the sole and exclusive property of the Issuing Party. Under no circumstances is the Receiving Party to be understood to have the right to use said confidential information for any purpose other than that expressly stated in this Agreement.

* **Confidential thesis**

Under exceptional circumstances, to be determined by the Academic Commission of the Doctoral Programme, in which the thesis must remain confidential, such as (among others) the participation of companies or 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., a series of ‘Confidential Thesis’ documents will be issued. These documents have been approved for this purpose by the Postgraduate Commission for the deposit phase, for the members of the viva panel assessing the thesis, for anyone else attending the public viva, and for the subsequent filing of the thesis, in accordance with the documents available on the UPV/EHU website.

* **Publications**

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.

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 and being accompanied by a draft of the proposed publication.

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. 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, unless otherwise agreed by the parties.

**Twelve. -** **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 attention 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.

**Thirteen. -** **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](mailto: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.

**Fourteen. - Interpreting the Agreement**

This present agreement is an administrative agreement and its interpretation and development shall be governed by applicable administrative legislation.

Any problems that may arise in relation to the agreement or its application shall be resolved by the Monitoring Commission outlined in clause nine.

**Fifteen. - 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.

**Sixteen. - 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.

**Seventeen. - 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 that are the object of the Agreement have the opportunity to complete them.

**Eighteen. - 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, 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 I**

**(SUPERVISION AND/OR CO-SUPERVISION BY THE ENTITY)**

**COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU) AND (*name of the entity/institution*)FOR COMPLETING AND/OR SUPERVISING/CO-SUPERVISING DOCTORAL THESES AND FOR FACULTY COLLABORATION IN THE FOLLOWING DOCTORAL PROGRAMME *(name of the doctoral programme) 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 (UPV/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 doctoral programme (entity to which they belong)

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1. Thesis co-supervisor from (entity to which they belong)

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1. Thesis co-supervisor from (entity to which they belong)

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1. Start of research activities (dd/mm/yy): \_\_\_/\_\_\_/\_\_\_.
2. Activities to be carried out by the PhD student

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1. Technical description of the Prior Knowledge contributed to the doctoral thesis. To be completed by the Thesis Supervisor(s) at the UPV/EHU.

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1. 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.
2. The signatory Parties to this document know and accept the content of the framework Collaboration Agreement.

As proof of their agreement with the clauses of the collaboration agreement for the completion of the thesis, the Parties sign this document and submit an original copy or electronically-signed copy to the Doctoral School for its archives.

*In witness thereof, the Parties sign this document in as many copies as there are Parties in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_ \_\_\_\_\_\_ , 20\_\_\_\_\_\_.*

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| FROM THE UNIVERSITY:  COORDINATOR  OF THE DOCTORAL PROGRAMME  Signed: ……………………….  (Signature and stamp) | PHD STUDENT  Signed: ………………………  (Signature) |
| DIRECTOR OF THE DOCTORAL PROGRAMME FROM THE UPV/EHU  Signed: ………………………  (Signature) | CO-SUPERVISOR *(NAME OF THE ENTITY)*  Signed: ………………………  (Signature) |

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| CO-SUPERVISOR *(NAME OF THE ENTITY)* |  |
| Signed: ………………………  (Signature) |  |

**APPENDIX II**

**(NO SUPERVISION OR CO-SUPERVISION BY THE ENTITY)**

**COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU) AND (*name of the entity/institution*)FOR COMPLETING AND/OR SUPERVISING/CO-SUPERVISING DOCTORAL THESES AND FOR FACULTY COLLABORATION IN THE FOLLOWING DOCTORAL PROGRAMME *(name of the doctoral programme) 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 (UPV/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. The person responsible at the collaborating entity

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1. Thesis supervisor included in the doctoral programme (entity to which they belong)

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1. Thesis co-supervisor from (entity to which they belong)

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1. Thesis co-supervisor from (entity to which they belong)

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1. Start of research activities (dd/mm/yy): \_\_\_/\_\_\_/\_\_\_.
2. Activities to be carried out by the PhD student

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1. Technical description of the Prior Knowledge contributed to the doctoral thesis. To be completed by the Thesis Supervisor(s) at the UPV/EHU.

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1. 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.
2. The signatory Parties to this document know and accept the content of the framework Collaboration Agreement.

As proof of their agreement with the clauses of the collaboration agreement for the completion of the thesis, the Parties sign this document and submit an original copy or electronically-signed copy to the Doctoral School for its archives.

*In witness thereof, the Parties sign this document in as many copies as there are Parties in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_ \_\_\_\_\_\_ , 20\_\_\_\_\_\_.*

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| FROM THE UNIVERSITY:  COORDINATOR  OF THE DOCTORAL PROGRAMME  Signed: ……………………….  (Signature and stamp) | FROM THE ENTITY  (*name of the entity*)  THE PERSON RESPONSIBLE FOR THE PHD STUDENT  Position: ……………………….  Signed: ……………………….  (Signature and stamp) |
| PHD STUDENT  Signed: ………………………  (Signature) | DIRECTOR(S) OF THE DOCTORAL PROGRAMME FROM THE UPV/EHU  Signed: ………………………  (Signature) |

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| CO-SUPERVISOR *(NAME OF THE ENTITY)* | CO-SUPERVISOR *(NAME OF THE ENTITY)* |
| Signed: ………………………  (Signature) | Signed: ………………………  (Signature) |