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

*(In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,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 (UPV/EHU).

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 that 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, etc.)*,* engaging in (*as appropriate*) activities in several knowledge fields.

**THREE.** - That, in accordance with current law, an industrial thesis is considered to be a *research project that* *aims to satisfy the industrial, commercial, social or cultural interest of an entity, public or private company or public administration, not including universities, public research bodies (national or regional) or university hospitals*, providing that *the PhD student was employed by the entity, company or public administration in which they completed their research project for at least one year during the time they were working on their thesis, and a substantial part of said thesis was developed within the entity, company or public administration, and providing also that the rest of the requirements are met and the procedure for obtaining said distinction, set out in the current applicable regulation, is followed.*

**FOUR.** - 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.

**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 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 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 timeframe. 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 thesis supervisor(s) assigned to the student by the university, the collaborating entity will also designate someone to assume responsibility for monitoring their activities within said entity and for coordinating with the thesis supervisor(s).  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 a 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 commitment document.
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 the current applicable legislation 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 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:

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 none of its confidential contents are published.

All direct industrial or intellectual property rights and all those that may derive from the confidential information shared, 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 in the corresponding entity 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 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, unless otherwise agreed by the parties.

**Twelve. - 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, the following is deemed Prior Knowledge of the UPV/EHU [*Note: technical description of the prior knowledge provided for the purposes of the doctoral thesis. To be completed by the Thesis Supervisor(s) at 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 project carried out within 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 register, 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.

**Thirteen. - 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 which may arise in relation to the Agreement or its application shall be resolved by the Monitoring Commission outlined in clause ten.

**Fifteen. - 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.

**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. - 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) / (on the date of the last electronic signature).*

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| THE (*member of the Management Team of the Doctorate School, with sufficient authority*) FROM THE UPV/EHU DOCTORATE SCHOOL | THE (*position in the entity*) OF (*name of the entity*) |
| (name and surname(s))  (Signature and stamp) | (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 the entity (*company, public administration*), on \_\_\_\_\_\_\_\_\_\_\_ with the aim of laying down the specific collaboration conditions for the completion of the thesis.

**DETAILS OF THE PHD STUDENT**

First name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

The specific conditions of the contract are as follows:

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

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

**DEDICATION OF THE PHD STUDENT**

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

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

The PhD student will 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESPONSIBILITY 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):

Thesis supervisor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-supervisor (where appropriate) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-supervisor (where appropriate) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 provision of services, these must be outlined in a specific contract signed between the Parties.

As proof of their agreement with the clauses of the framework collaboration agreement and the specific collaboration conditions pertaining to 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.

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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) | UPV/EHU SUPERVISOR(S)  Signed: ………………………  (Signature) |

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| --- | --- |
| SUPERVISOR(S) FROM *(NAME OF THE ENTITY)* | SUPERVISOR(S) NOT AFFILIATED TO THE UPV/EHU OR *(NAME OF THE ENTITY)* |
| Signed: ………………………  (Signature) | Signed: ………………………  (Signature) |