**AGREEMENT FOR THE REGULATION OF AN INDUSTRIAL DOCTORATE BETWEEN THE UNIVERSITY OF GRANADA AND THE COMPANY \_\_\_\_**

NOTE: If the Agreement does not conform to a standardised agreement template of the University of Granada, a report from Legal Services must be obtained.

On the date of the electronic signature.

## BY AND BETWEEN

On the one hand, PEDRO MERCADO PACHECO, acting in the name and on behalf of the UNIVERSITY OF GRANADA, where he is Rector by virtue of Decree 131/2023, of 12 June (Official Gazette of the Regional Government of Andalusia [BOJA] no. 113 of 15 June 2023), in the use of the legal powers conferred upon him by Article 50 of Organic Law 2/2023, of 22 March, on the University System (LOSU), and Article 45 k) of the University of Granada Statutes.

And on the other hand, Mr/Ms \_\_, as \_\_\_\_, acting in the name and on behalf of \_\_\_\_ (hereinafter \_\_\_\_), with national identity card/passport/foreign national identification number \_\_\_\_, and address at \_\_\_\_, and which was incorporated by the Notary Public of \_\_\_\_ , Mr/Ms \_\_\_\_, on \_\_\_\_, and registered in the Commercial Registry of \_, Volume \_\_\_\_, Section \_\_\_\_, Page \_\_\_\_, on \_\_\_\_, invested with a power of attorney granted in a deed executed by the Notary Public\_\_\_\_. Such power of attorney has not been revoked.

Acting in their respective aforementioned capacities, in the exercise of the mutual powers conferred upon each of them, and with full legal capacity to enter into this Collaboration Agreement,

**BOTH PARTIES HEREBY DECLARE THAT**

**I.** Spanish Law 14/2011, of 1 June, on Science, Technology and Innovation, Organic Law 2/2023, of 22 March, on the University System (LOSU), and the University of Granada Statutes, provide a reference framework for promoting collaboration between Public Research Organisations and local companies and institutions. For this purpose, Article 34 of the aforementioned Law 14/2011 provides that public entities within the Spanish Science, Technology and Innovation System may enter into collaboration agreements subject to Administrative Law, either among themselves or with private entities that conduct scientific and technical research activities, whether national, supranational, or foreign, for the purpose of training scientific and technical personnel, among other activities.

**II.** Article 15.bis of Royal Decree 99/2011, of 28 January, which governs official doctoral studies, establishes the regulation of the "Industrial Doctorate" Mention on the doctoral degree certificate.

**III.** Industrial doctorates are encouraged within the International School for Postgraduate Studies (EIP) in order to promote and strengthen relations between universities and the productive sector. In such programmes, doctoral students will develop their research training in collaboration with a private or public company, thereby furthering the professional career of research staff in training and encouraging the development and implementation of collaborative R&D&I projects between companies and groups of excellence at the University of Granada. This will also establish the basic terms of applications for collaboration projects between companies and the UGR.

**IV.** The entity \_\_\_\_\_ is collaborating with the University of Granada in the implementation of the Project \_\_\_\_, it being in the interest of both entities that this Project, or part thereof, be the subject of the doctorate of Mr/Ms. \_\_\_\_\_.

[**NOTE: Art. 15 bis.b) of Royal Decree 99/2011 states that the doctoral candidate must participate in an industrial research or experimental development project conducted by the company or public administration (not a university), where the service is provided. The industrial research or experimental development project in which the doctoral candidate participates must be directly related to the doctoral thesis in question. This direct relationship will be accredited by means of a report that must be approved by the University.**

* **IN THE CASE OF PROJECTS DEVELOPED BY COMPANIES, THE NAME OF THE PROJECT AND/OR TITLE OF THE DOCTORAL THESIS SHALL BE MENTIONED.**

**NOTE: In all cases, the person working on the doctoral thesis and their relationship with the company must be specified.**

**V.** This procedure requires an agreement to be signed between the University of Granada and \_\_\_\_\_\_\_ to regulate the development of the doctoral project. Since the requirements of Article 15 bis of Royal Decree 99/2011, of 28 January, which governs the "Industrial Doctorate" Mention on the doctoral degree certificate, have been met, the Company and the University of Granada hereby agree to formalise this Agreement in accordance with the following

**CLAUSES**

**1. PURPOSE**

The purpose of this Agreement is to regulate the relationship between the University of Granada and the company/entity/public administration \_\_\_\_\_\_ regarding the development of the doctoral thesis "\_\_\_", which will be written by Mr/Ms \_\_\_\_\_\_\_\_\_\_\_

**2. THESIS SUPERVISION AND TUTORS**

The supervision of the doctoral thesis will be the responsibility of Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_, [specify name, surname and professional category (**in Spanish and English**) of the doctoral thesis supervisor] attached to the Doctoral Programme in \_\_\_\_of the University of Granada. The supervisor will guide the student’s scientific research and will provide advice and appropriate scientific and material resources for the development of the work plan.

In accordance with Article 15.bis.2 of Royal Decree 99/2011, of 28 January, the doctoral tutors will be:

1. On behalf of the University, the thesis supervisor, Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_
2. On behalf of the entity/company \_\_\_\_\_\_\_\_.

**3.** **OBLIGATIONS OF THE UNIVERSITY AND CONDITIONS FOR RECEIVING THE GRANTS**

Through Prof.\_\_\_\_\_\_\_\_\_\_\_\_\_, the University of Granada agrees to provide academic supervision to the doctoral candidate for the achievement of the doctoral degree through the Doctoral Programme in \_\_\_\_\_\_\_\_\_\_\_\_\_.

The development of the doctoral thesis by the doctoral candidate must comply with the current legal regulations regarding the awarding of the doctoral degree. To this end, while the legal requirement for supervision and tutoring of the interested party by a university teacher attached to a UGR Doctoral Programme must be met, a substantial part of this supervision must be conducted within the entity, company or public administration.

**4. OBLIGATIONS OF THE COMPANY**

The entity \_\_\_\_\_\_\_\_\_\_\_\_\_ will certify the hiring of the person who is going to author the thesis for a minimum period of one year during the doctoral candidate’s period in the Doctoral Programme.

**NOTE: The minimum recommended salary will be equivalent to that of a predoctoral contract.**

The company agrees to:

* Ensure that the doctoral candidate’s work in the company/entity is compatible with the development of the doctoral thesis and that the doctoral thesis can be completed as scheduled.
* Comply with the requirements of the Doctoral Programme, and particularly those regarding the deadlines for the doctoral thesis defence.
* Provide the tools and resources needed to successfully achieve the objectives of the research project and the defence of the doctoral thesis, as well as any stays at other institutions or attendance at conferences and seminars in the field, necessary for appropriate scientific and technical training.

The doctoral candidate will participate in business-oriented training programmes in specific skills offered by the Doctoral Schools of the University of Granada. The doctoral candidate will accept the obligation to abide by the schedules and regulations of the University of Granada, apply themselves diligently to the tasks assigned to them, and maintain professional secrecy regarding any confidential information or technology related to the products or activities of the University of Granada that they become aware of during or after their stay.

**5**. **INDEPENDENCE OF THE PARTIES**

Both parties acknowledge that there is no employment relationship of any kind between the University of Granada staff and \_\_\_\_\_\_\_\_\_\_\_\_\_, or between the employees of \_\_\_\_\_\_\_\_\_\_\_\_\_ and the University of Granada. The relationship between the two entities is exclusively of a collaborative nature for the development of a doctoral thesis by \_\_\_\_\_\_\_\_\_\_\_\_\_.

The company \_\_\_\_\_\_\_\_\_\_\_\_\_ and the University of Granada will not acquire any obligations or commitments other than those appearing herein. Neither entity will be subject to any employment contract or Social Security obligation with respect to the employees of the other entity.

The participation of the doctoral candidates at the University of Granada will be unpaid, and they will not be compensated by the University of Granada for their academic stays or work completed. Transportation, accommodation and living expenses incurred during the period of this Agreement will be borne by the doctoral candidates. However, the company \_\_\_\_\_\_\_\_\_\_\_\_\_ may choose, at its own discretion, whether to provide financial compensation to its staff for these expenses.

Notwithstanding the foregoing, the University of Granada may cover the travel expenses incurred for attending conferences, workshops, or scientific meetings related to the subject of the doctoral thesis through participation in the calls published for this purpose.

**6. CONFIDENTIALITY**

**6.1** \_\_\_\_\_\_\_\_\_\_\_\_\_ declares that it is aware that, as a public entity, the University of Granada is subject to the obligations regarding active disclosure and the right of access to public information provided for in Law 19/2013, of 9 December, on transparency, access to public information, and good governance, as well as in Law 1/2014, of 24 June, on public transparency in Andalusia. Therefore, it may provide public information regarding the signing of this Agreement, including its purpose, term of duration, amendments, people required to perform services, and the financial obligations agreed upon, where applicable.

**6.2** Notwithstanding the foregoing, the parties shall keep confidential any data or information provided (whether orally, in writing or in any other form) between them (or by a third party on behalf of either party), or any information to which the parties have access or become aware for any reason in the course of meetings or discussions between the parties or with their respective representatives and advisors, including but not limited to:

1. Any information subject to copyright, patents, ideas, drawings, studies, moulds, plans, technical profiles, proposals, pricing studies, and, more generally, any intellectual or industrial property rights, businesses, clients, suppliers, operations, facilities, financial statements, estimates, forecasts, procedures, methods, transactions, business plans, know-how, assets, debts, commitments, agreements, computer systems, documents, data, plans, specifications, materials, employees, or any other aspect related to the disclosing party, its affiliated companies or parties linked to them.
2. Any analyses, compilations, studies, or other documents prepared or produced regarding the information referred to in the above paragraph.

The recipient party agrees not to disclose or reveal any terms related to the information and/or technology to which they may have access or may be revealed to them by the disclosing party.

If there is any doubt as to whether certain information is classified as secret, it must be treated as confidential. When confidential information is provided orally, the disclosing party shall notify the other party by email within 20 days that such information is confidential and must be treated as such.

The obligation of confidentiality shall also apply to all inventions or findings that arise because of the use and development of the exchanged information.

The recipient party shall be responsible for ensuring that the personnel under its supervision adhere to the limitations established in the above paragraphs.

**6.3** There shall be no duty of confidentiality in cases where:

* The recipient has evidence of prior knowledge of the information received.
* The information received is in the public domain.
* The information received comes from a third party that does not require confidentiality.
* The information is requested pursuant to a legal provision, by court order, or by a governmental authority. The recipient shall notify the disclosing party immediately, and in any case, 48 hours prior to compliance with such request, so that the disclosing party may initiate appropriate legal actions aimed at obtaining the suspension of such request or waive the requirement for compliance with the provisions of this document, and request, at the time of such disclosure, that the recipient of the information keep the confidential information strictly confidential.

**6.4** The disclosing party may request the return of any confidential information provided to the recipient party, whereupon the recipient must immediately send this information and agree to destroy any copies thereof.

**7. OWNERSHIP OF RESEARCH FINDINGS**

Each party shall retain ownership of the knowledge or rights that belonged to them prior to the execution of the project or that were developed within the project but in separate activities.

The intellectual and industrial property rights concerning the findings and know-how resulting from the project shall correspond to the party that generated them.

If it is not possible to attribute the results to an individual party, ownership shall be shared jointly by both parties. The parties shall mutually agree on the attribution and method of exercising ownership and protection of the results based on the contribution of each party to the achievement thereof, and in accordance with applicable regulations. To the extent that the results obtained are eligible for legal protection through a patent or other intellectual or industrial property title, the parties will enter into the corresponding co-ownership agreement prior to their commercial exploitation.

The corresponding titles will list the members of the parties who have contributed intellectually to the achievement of these findings as inventors or authors. Any decisions regarding other procedures, such as patent applications or the use of rights, will only be made after the determination of these aspects. The parties agree to collaborate to the extent necessary to achieve the effectiveness of the rights acknowledged in this Agreement. This collaboration includes obtaining the signatures of the inventors or research authors, as well as the documents necessary for registering industrial or intellectual property titles, or for extending them to other countries, where necessary.

The provisions of this clause shall remain in force after the termination or expiration of this Agreement. Thus, the rights to patents, industrial designs, or any other findings which could be exclusively exploited by their holders shall survive the period provided for in their respective applicable laws.

**8. PUBLICATIONS**

The parties must inform each other at least 30 days in advance of any publication, dissemination or conference they intend to carry out related to or derived from the subject matter of this Agreement. The other party shall always have the right, prior to dissemination or publication, to review the documents in question, in order to examine and verify the accuracy of the information, to guarantee its compliance with the obligation of confidentiality, or to identify potential patentable information. If one of the parties to whom the information has been sent determines that the aforementioned information contains details or data that may be patented, they shall immediately notify the other party, who must withhold this publication or dissemination until the future patent file has been submitted for registration.

Either party may disclose the existence and nature of this Collaboration Agreement through any means, provided that the confidentiality conditions set forth in clause 6 are preserved. All publications must mention the collaboration established by the parties in this Agreement. Once the thesis has been defended within the framework of this Agreement, it will receive the "Industrial Doctorate” Mention, which will be added to the "International Doctorate” Mention, if applicable.

Under no circumstances may the name of the University of Granada be used, either directly or indirectly, to induce confusion regarding organisational, commercial, or scientific endorsement matters between \_\_\_\_\_\_\_\_ and the University of Granada. The use of the name for advertising or commercial purposes, or for the endorsement of any of its products or technical, research or scientific activities not provided for in this Agreement, is therefore prohibited, as is its use in activities which are incompatible with the principles and objectives of the University of Granada.

**9. DATA PROTECTION**

In the proceedings carried out pursuant to this Agreement, the parties agree to comply with the personal data protection framework provided for in Regulation (EU) 2016/679, of 27 April (hereinafter, GDPR), and Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights, as well as other applicable regulations.

If, as a result of the execution of the provisions of this Agreement, either party processes personal data included in files owned by the other party, both parties agree to process the aforementioned personal data in strict compliance with their legal obligations, especially those associated with the principles of legality, loyalty and transparency regarding the data subject, for the strictly necessary purposes, in an appropriate and relevant manner, and limited to the purposes and needs strictly resulting from the execution of this Agreement, in accordance with the principle of minimisation, and in such a way that guarantees the accuracy and proper security of the data.

To this end, regarding their respective responsibilities for compliance with data protection obligations, and regarding the exercise of the data subject's rights and their respective obligations to provide information to the data subject, both parties expressly agree as follows:

1. To take responsibility for providing the data subject, at the time of data collection, with all information set forth in Articles 13 and 14 of the GDPR, as well as any communications pursuant to Articles 15 to 22 and 34 of the same instrument, on data processing, in a concise, transparent, intelligible, and easily accessible manner, using clear and simple language. The information will be provided in writing or by other means, including electronic means where appropriate. Upon request by the data subject, the information may be provided verbally, provided that the data subject's identity is proven by other means. For the purposes of data processing, such information must necessarily include the purpose of this Agreement, and the identification and contact information of the signatory companies as controllers, delegates, or recipients of the data. Likewise, the respective roles and relationships of the signatories to this Agreement in relation to the data subjects will be specified.
2. To ensure, in cases where data processing is based on the data subject's consent, that the data subject meets the conditions of Article 7 of the GDPR at the time of data collection.
3. To implement the technical and organisational measures necessary to guarantee and demonstrate that the data processing complies with the GDPR and, in particular, those which ensure a level of security appropriate to the risk, including, where applicable, those set forth in Article 32 of the GDPR, such as the adoption of data protection policies.
4. To facilitate and guarantee the exercise of data subjects' rights regarding their personal data: access, rectification, removal, restriction of processing, portability, objection, and the right not to be subject to a decision based solely on automated processing, including profiling.
5. To protect data by design and by default, so that only personal data necessary for each purpose is processed.
6. To keep a record of the processing activities conducted under its responsibility.
7. Once this Agreement has terminated, the data, as well as any media or documents where such data may be stored, will be completely destroyed or returned to the party that provided it or whose file(s) were accessed.

If either party uses the data for purposes other than those provided for in this Agreement, or communicates or uses it in violation of its provisions, they will be personally liable for any violations they may have committed. In any case, any security breach will be immediately reported to the competent supervisory authority and, where appropriate, to the data subjects in the cases provided for by law.

**10.** **GENDER EQUALITY**

All references in this Agreement to members of the university community that are used in the masculine gender and not replaced by generic terms should be understood as interchangeable with the feminine gender, depending on the gender of the person performing the tasks described.

**11. OCCUPATIONAL RISK PREVENTION**

The parties agree to comply with Royal Decree 171/2004, of 30 January, implementing Article 24 of Law 31/1995, of 8 November, on occupational risk prevention, regarding the coordination of business activities.

**12. DURATION**

This Agreement will come into force when signed and will run for four years, during which the thesis must be developed. It may be renewed by mutual agreement for up to a maximum of four additional years if the research work has not yielded positive findings during this initial period and both parties consider it appropriate to extend it, in accordance with the regulations governing the continuation of doctoral studies at the University of Granada. In any case, the Agreement will be terminated upon the defence of the doctoral thesis, as a result of the fulfilment of its objective.

However, confidentiality obligations will remain in effect for a period of five (5) years from the termination of this Agreement.

**13. CAUSES FOR TERMINATION AND MODIFICATION OF THE AGREEMENT**

The following shall be grounds for termination of the Agreement:

1. The expiration of the term of the agreement without an extension being agreed.
2. The unanimous agreement of all signatories.
3. The breach of the agreed obligations and commitments by any of the signatories.
4. A court decision declaring the Agreement invalid.
5. A written request from one of the parties, providing the grounds for the termination and presented at least three months in advance.
6. The completion of the actions to be conducted.
7. For any reason other than those provided for in the Agreement or other laws.

The parties may modify this specific Collaboration Agreement at any time, by mutual agreement and always in writing.

**14. ESTABLISHMENT OF A JOINT MONITORING COMMITTEE**

In compliance with the provisions of Article 49.f) of Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, a Joint Monitoring Committee composed of two representatives from each of the participating parties will be established to ensure the proper monitoring, surveillance, and control of the development and execution of the actions included in this Agreement, as well as of the commitments assumed by the parties. The role of this Committee will include:

1. Monitoring and controlling the execution of the planned work.
2. Resolving any questions regarding the interpretation and compliance with the terms of the Agreement.
3. Resolving any situations, circumstances or unforeseen events that may arise during the term of the Agreement.
4. It may also collect periodic reports to monitor the actions and their degree of compliance with the objectives of this Agreement.

The Joint Monitoring Committee will meet at least once a year, either in person or by videoconference or teleconference, and may be convened at the request of either party.

**15. COMMUNICATIONS**

Any notices, requests or communications that the parties must issue under this Agreement shall be sent to the following addresses:

To the University of Granada:

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| --- | --- |
| For scientific matters:The Coordinator of the Doctoral Programme  | For administrative matters:International School for Postgraduate Studies (EIP)Avda. de Madrid, 13 18071 Granada, SpainTel. (+34) 958 241000, ext. 20179E-mail jbalderas@ugr.es |
|  |  |

For the company \_\_\_\_\_\_\_\_:

**16. TRANSFER**

The parties may not assign or transfer, in whole or in part, the obligations arising from this Agreement or the Project Agreements without the prior written consent of the other party. The University of Granada authorises \_\_\_\_\_\_\_\_\_\_\_\_\_ to transfer this Agreement to other entities within the group.

**17. INVALIDITY**

If any provision in this Agreement is or becomes ineffective, invalid, or unenforceable, this will not affect the validity of the remaining provisions, which will remain fully in force, provided that the clause in question is independent of the others and not so important that the Agreement would not have otherwise been signed. The invalid provision shall be understood as having been replaced by a valid, effective, and enforceable provision that is as closely aligned as possible, from every perspective, especially in economic terms, to the spirit and purpose of the provision to be corrected, without the need for any further action by the parties.

**18. JURISDICTION**

The parties agree to amicably resolve any disagreement that may arise in the course of this Agreement. Should an amicable resolution not be possible and litigation be necessary, the parties agree to submit to the jurisdiction and venue of the Courts of Granada (Spain), expressly waiving any other jurisdiction to which they may be entitled.

In witness whereof, the representatives of both entities electronically sign this Agreement.

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| --- | --- |
| ON BEHALF OF THE UNIVERSITY OF GRANADA | ON BEHALF OF |
| **Pedro Mercado Pacheco****Rector** | Signed by: |
|  |  |
| Director of the Doctoral School in \_\_\_\_\_\_\_\_\_ | Coordinator of the Doctoral Programme in \_\_\_\_\_\_\_\_ |
|  |
| For the purposes of ensuring knowledge and acceptance of the content of this document |
| Doctoral Thesis Supervisor at the University of Granada | Tutor at the company \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Doctoral candidates. |