**FRAMEWORK COLLABORATION AGREEMENT BETWEEN**

**UNIVERSIDAD DE POLITÉCNICA DE MADRID AND**

 **(THE COMPANY OR GOVERNMENT AGENCY)**

**FOR THE UNDERTAKING OF AN INDUSTRIAL DOCTORATE**

**In Madrid, on [day] [month] [year].**

# WHEREAS

THE PARTY OF THE FIRST PART: ASUNCIÓN GÓMEZ PÉREZ, Vice Rector for Research, Innovation and Doctorate Studies as legal representative of the Universidad Politécnica de Madrid (Tax ID Number: Q-2818015-F), hereinafter UPM, with address at Calle Ramiro de Maeztu 7, 28040, Madrid, in its name and on its behalf, under the signature delegation granted by the Rector of the UPM on 14 January 2021.

The party of the second part: \_\_\_\_\_\_\_\_\_\_\_ on behalf of (COMPANY OR GOVERNMENT AGENCY) in the capacity of \_\_\_\_\_\_\_\_ of this entity, and with sufficient power to sign this Agreement.

The parties, acknowledging that they have sufficient legal capacity, competence and standing to bind themselves and, for this purpose, to enter into this agreement,

# DECLARE

FIRST: That the object and purpose of (undersigned entity: COMPANY or GOVERNMENT AGENCY) is ....................................................................................................................................

.....

SECOND.- That the University is a public law institution responsible for the public service of higher education, which carries out teaching, study and research activities within the scope of its competencies, and which is interested in collaborating with other public and private entities to promote these activities.

That both institutions consider that collaboration can contribute to the better performance of each other's activities, as well as to the optimisation of their material and human resources.

And that in order to put this collaboration into practice, the parties have agreed to sign this agreement.

# PURPOSE

The purpose of this agreement is collaboration in an Industrial Doctorate, which involves the undertaking of a doctoral thesis within the framework of a research project in a company or government agency and a line of research pursued by a doctoral programme at the UPM. Thus, participating doctoral students will be provided with training in a dual business and academic environment.

# OBJECTIVES

Common objectives include the following:

For the company or government agency

* Attract people with high added-value skills and competencies: the business environment will help to train them according to their needs so that they can become research and innovation leaders.
* Gain access to UPM research groups and centres, and their equipment and infrastructure.

For the UPM

* Enhance knowledge transfer mechanisms with businesses or the public administration.
* Establish strong relationships with organisations in different industries or administration sectors.

For the doctoral students

* Carry out their doctoral thesis within the scope of a project at a company that is committed to research and innovation.
* Work with researchers in a scientific environment and with company staff during the project's undertaking.

# APPLICABLE REGULATION

Royal Decree 99/2011 of 28 January, consolidated version of 18 July 2023, regulating doctoral studies, Article 15 bis of which describes the industrial doctorate.

# PROVISIONS

### First. THESIS UNDERTAKING

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

### Second. TERMS AND CONDITIONS OF THE CONTRACT

The specific terms and conditions of the employment or commercial contract shall be set out in the appendix to the specific clauses of this framework collaboration agreement, which shall at least reflect the duration of the contract.

### Third. DEDICATION OF THE DOCTORAL STUDENT

In the appendix of specific terms and conditions it will be stated whether the thesis is full-time or part-time, as permitted by current legislation.

The doctoral student's dedication to the thesis shall be distributed between the company or government agency and the university, in such a way that it is feasible to complete the doctoral thesis within the set time frame.

The document with the specific clauses shall include details on how the doctoral student's working time will be distributed between the academic and business/administration setting.

University %

Company or government agency %

### Fourth. PERSONS RESPONSIBLE FOR THE DOCTORATE

The doctoral student will have a UPM **tutor** appointed by the Doctoral Programme Academic Commission (hereinafter, CAPD); an **officer** appointed by the company or government agency; and a **thesis supervisor or two co-supervisors**, who may be from the University or the company or government agency. Supervisors may also be the tutor or officer, provided that they hold a PhD and meet the requirements set out in the doctoral programme regulations. They will also be appointed by the CAPD.

The persons responsible shall be listed in the document with the specific clauses.

### Fifth. ADMISSION OF THE DOCTORAL STUDENT

The student shall be admitted to a UPM doctoral programme, in accordance with the University's access and admission requirements.

### Sixth. AWARD OF THE INDUSTRIAL DOCTORATE DISTINCTION

Once the doctoral thesis has been defended in accordance with the provisions of this agreement, the student will be awarded the **industrial doctorate** **distinction**.

### Seventh. FOLLOW-UP AND RESULTS PREVIEW

In order to ensure adequate monitoring of the thesis as it is completed, the “Research Annual Plan” shall be approved by the company or government agency officer, as well as by the thesis supervisor(s) and the CAPD.

### Eighth. DISSEMINATION OF RESULTS

In accordance with the UPM doctoral regulations, for a doctoral thesis to be admitted to the defence procedure, it shall have results published in prestigious publications or the existence of patents in operation demonstrated by means of a sales contract or licensing contract. In the dissemination of these results, the doctoral student shall appear with the affiliation to the company or government agency and to the UPM, regardless of the industrial property (see clause twelve). The centre responsible for the doctoral programme shall validate that this results preview is complied with prior to the doctoral thesis's submission, informing the UPM Doctoral Committee accordingly.

If the doctoral student subject to this agreement wishes to use partial or final results of their activity for publication in the form of an article, conference, thesis report or any other form deemed appropriate, they shall request the agreement of the parties in writing, who shall respond within two months with their authorisation, reservations or disagreement. Once this period has elapsed without receiving a reply, silence shall be understood as tacit authorisation for its dissemination.

### Ninth. MOBILITY

The mobility of the doctoral student shall be facilitated in order to attend congresses, conferences and similar events that may favour the quality of the thesis and the internationalisation of the project. The measures to be adopted for this purpose shall be set out in the appendix of specific clauses.

### Tenth. TERM OF THE AGREEMENT

This agreement shall enter into force on the date it is signed and shall have a minimum term of three years and may be tacitly renewed for a maximum of six years. After that, an express renewal shall be required for a further period.

### Eleventh. PROJECT FUNDING

In the event that it is necessary to reflect the funding terms of this collaboration, they will be set out in the appendix of specific clauses.

### Twelfth. INTELLECTUAL AND INDUSTRIAL PROPERTY

In the event that the work of the thesis leads to results that may be protected by patents, software registrations or other industrial property titles, the doctoral student will be listed as the inventor. Likewise, the thesis supervisor(s) and the researchers who have actively participated in obtaining the result to be protected will be considered co-inventors. The distribution of authorship will correspond to the authors in the proportion they determine. The ownership of the industrial property rights will be analysed on a case-by-case basis according to the nature of the work, the percentage of funding of the doctoral student by the parties, the previous contracts signed and the participation of the researchers, which in the case of UPM professors corresponds to the University. In any case, the authors/inventors of the work will be acknowledged in any dissemination or registration of the work and will act in accordance with the provisions of current legislation and, where applicable, with the UPM's intellectual property regulations.

### Thirteenth. CONFIDENTIALITY

In the event that the existence of confidentiality agreements or the possibility of generating patents on the content of the thesis is agreed, the CAPD will request the UPM Doctoral Committee for the confidentiality of the thesis. The UPM Doctoral Committee may request any additional reports it deems appropriate, and will respond to this request within two months.

### FOURTEENTH. SETTLEMENT OF DISPUTES

Both parties undertake to attempt to resolve any disagreement that may arise in the performance of this agreement in an amicable way. In the event of disagreements in the interpretation and execution hereof, the Courts of Madrid shall have sole jurisdiction, and both parties expressly waive any other jurisdiction that may correspond to them.

And as proof of compliance with the foregoing, both parties sign this agreement in two copies at the place and on the dates stated above.

For the Universidad Politécnica de Madrid. For (signatory entity)

THE VICE-RECTOR

Signed: Asunción Gómez Pérez Signed:

**APPENDIX OF SPECIFIC CLAUSES TO THE FRAMEWORK COLLABORATION AGREEMENT BETWEEN THE UNIVERSIDAD POLITÉCNICA DE MADRID AND**

**(COMPANY OR GOVERNMENT AGENCY) FOR THE UNDERTAKING OF AN INDUSTRIAL DOCTORATE**

**In Madrid, on [day] [month] [year].**

# WHEREAS

The party of the first part, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Director of (Centre or School) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, responsible of the Doctoral Programme \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the Universidad Politécnica de Madrid.

The party of the second part, \_\_\_\_\_\_\_\_\_\_\_, on behalf of (COMPANY OR GOVERNMENT AGENCY) in the capacity of \_\_\_\_\_\_\_\_ of this entity, and with sufficient power to sign this agreement.

## DECLARE

This document is signed under the framework collaboration agreement signed between the UPM and (COMPANY OR GOVERNMENT AGENCY ) on the date and for the purpose of setting the specific conditions for the undertaking of a doctoral degree with an industrial doctorate distinction.

## DOCTORAL STUDENT’S DETAILS

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

ID/Passport number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE DOCTORAL STUDENT AND THE COMPANY OR GOVERNMENT AGENCY

The specific terms and conditions of the employment or commercial contract are as follows: Duration of the contract \_\_\_\_\_\_\_\_\_\_\_\_\_

Start date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## DEDICATION OF THE DOCTORAL STUDENT

The doctoral thesis will be carried out on a full-time or part-time basis in accordance with current doctoral regulations:

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

The doctoral student's working time will be distributed between the academic and business setting as follows:

University \_\_\_\_\_\_\_\_\_\_

Company \_\_\_\_\_\_\_\_\_\_\_\_

## DOCTORAL PROGRAMME DETAILS

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

Doctoral programme coordinator \_\_\_\_\_\_\_\_\_\_\_\_\_\_

CAPD date on which authorization for the industrial doctorate was requested \_\_\_\_\_\_\_\_\_\_\_

## PERSONS RESPONSIBLE FOR THE DOCTORATE

**Tutor** (appointed by the UPM): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Officer** (designated by the company): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Thesis supervisor(s)** (they can be part of the University or the company or government agency; they may also be the tutor or officer, as long as they hold a PhD and meet the requirements set out in the doctoral regulations):

Supervisor/Co-supervisor. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor/Co-supervisor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## FUNDING

Expenses arising from the undertaking of the doctoral thesis, such as mobility expenses of the doctoral student and academic expenses, shall be agreed between the company and the doctoral student. If the thesis involves expenses for working at the UPM, namely for using equipment or services, they shall be reflected in a specific contract between the parties.

|  |  |
| --- | --- |
| For the Universidad Politécnica de Madrid: THE DIRECTOR OF THE SCHOOL or CENTRE | For (signing company) |
| Signed: | Signed: |