

**FRAMEWORK AGREEMENT FOR COLABORATION BETWEEN
UNIVERSIDAD POLITÉCNICA DE MADRID AND (THE COMPANY OR
PUBLIC ADMINISTRATION) TO COMPLETE AN INDUSTRIAL
DOCTORATE**

In Madrid, on

BETWEEN

Hereafter collectively referred to as “the parties” or individually as “Party”

Ms ASUNCIÓN GÓMEZ PÉREZ, Vice-Chancellor of Research, Innovation and Doctorate, on behalf of the Universidad Politécnica de Madrid, (N.I.F Q-2818015-F), hereafter UPM, whose address is in Ramiro de Maeztu street number 7, 28040 Madrid, in its name and on its behalf by the delegation of signature granted by the Hon. Chancellor of the UPM, with date 27 April 2016.

For the OTHER PARTY Mr/Ms _____ who acts as the companies’ legal representative in his/her capacity as _____ (POSITION) for and on behalf of the company (EMPRESA, ADMON. PUBLICA) with sufficient power to sign this Agreement,

THE PARTIES, recognizing themselves sufficient legal capacity, competence and legitimization to bind themselves and, to that end, sign the present Framework Agreement.

WITNESSETH

ONE: That (COMPANY OR PUBLIC ADMINISTRATION SIGNING) has as its object and ends.....

TWO: That the University is a public law institution in charged with the public service of higher education, that develops teaching, studying and research activities within the field of its competences, and that the University seeks collaboration with other private and public entities in order to promote such mentioned activities.

Both institutions consider that mutual collaboration might contribute to the betterment of the performance of their activities as well as the optimization of material and human resources.

Therefore, in order to implement such collaboration, both parties have agreed to sign the present agreement.

OBJECT OF THE AGREEMENT

The object of this agreement is to collaborate on an Industrial Doctorate, including the completion of a doctoral thesis within the framework of a research project at the Company or Public Administration, set within the lines of research of a UPM Doctorate Program. Therefore, the training of the doctoral candidates shall be provided and enhanced in a dual environment, both entrepreneurial and academic.

OBJECTIVES:

Among the common objectives, there are the following:

In the side of the company or Public Administration:

- Attracting people with knowledge and skills with high added value: entrepreneurial environment will contribute to train them according to their needs so that they might become future leaders in research and innovation.
- Accessing UPM groups and centers of investigation, as well as to its equipment and infrastructures.

In the side of the UPM:

- Encouraging mechanisms of knowledge transfer to entrepreneurial environments or public administration ones.
- Establishing and building solid relations with organizations from different industrial or administrative sectors.

In the side of the doctoral candidates:

- Developing their doctoral thesis within the field of a Company's project that is committed to research and innovation.
- Working with researches in a scientific environment as well as with the company's personal during the time developing the project.

APPLICABLE REGULATIONS

Royal Decree 99/2011 of 28th January, consolidated version of 3rd June 2016, that regulates doctorate teaching, Article 15bis of which describes the Industrial Doctorate.

CLAUSES

FIRST: COMPLETING THE THESIS.

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

SECOND: CONDITIONS OF THE CONTRACT.

The specific conditions of the labor or mercantile contract will be described in the addendum to the private clauses of this framework of agreement, where the term of the contract should at least be recorded.

THIRD: DOCTORATE CANDIDATE'S SCHEDULE

Whether part time or full time thesis, its duration must be stated in the addendum of particular clauses of the contract- as allowed by present regulation.

The time spent by the doctoral candidate on preparing the thesis must be distributed between the Company or Public Administration and the University (UPM), so that completing the doctorate program on time will be feasible.

The way the candidate's working time will be distributed between the academic environment and entrepreneurial/administrative environment will be recorded in the addendum of particular clauses.

University%
Company or Public Administration.....%

FOUR: PEOPLE RESPONSIBLE FOR THE DOCTORATE

The doctoral candidate shall be assigned a UPM TUTOR designed by the Doctoral Project Academic Commission (hereafter DPAC); a SUPERVISOR designed by the Company or the Public Administration; a DIRECTOR or two CO-DIRECTORS of the Thesis, who might come from both the University or the Company /Public Administration. The co-directors might coincide with the TUTOR and the SUPERVISOR as long as they are doctors and comply with the requisites established by the doctorate regulations. These shall also be appointed by the DPAC. The supervisors shall be recorded in the particular clause document.

FIVE: ADMISION OF THE DOCTORAL CANDIDATE

The student should be admitted in a UPM Doctoral Program according to the requirements of Access and Admission of the University.

SIX: CONCESION OF THE "INDUSTRIAL DOCTORATE" MENTION.

Once the doctoral thesis has been defended according to the clauses established on this agreement, the Industrial Doctorate mention will be granted.

SEVEN: SUPERVISING AND PROGRESS IN THE RESULTS

In order to assure an adequate supervision of the performance of the thesis, the Research Annual Plan should account for the approval of the Company's or Public Administration's supervisor, as well as co-directors and the DPAC.

EIGHT: DISSEMINATION OF RESULTS.

According to the UPM doctoral regulations, for a thesis to be processed for admission either its results should be published in prestigious scientific journals or existing patents on exploitation should be demonstrated through contract of sale or license. For the dissemination of these results, the candidate's identity should figure with his/her affiliation with the company or Public Administration and the UPM, regardless the industrial property (see clause number twelve). The Centre responsible for the doctorate program should validate the progress in the results before the doctoral thesis is handed while being the UPM doctorate commission properly informed.

If doctoral candidates subject to this agreement are willing to use partially or fully the results of their performance in order to publish them in the form of an article, conference, memoir, or any other way, they must ask for written consent of the parts, who are compelled to respond giving their consent, reservations or disconformity within two-month time. If the parts do not take a decision within this period of time, this will be interpreted as a tacit acceptance for its dissemination.

NINE: MOBILITY

Mobility of the doctoral candidate should be encouraged, so that the assistance to congresses, workshops or seminars might contribute to the quality of the thesis as well as the internationalization of the project. The specific measures to adopt for this purpose will be recorded in the addendum of the particular clauses.

TEN: TERM OF THE CONTRACT

The present agreement enters into force the day of its signature's date and it will last a minimum of three years tacitly extended for a maximum of six years. Giving this time, it should be explicitly renovated for a new period of time.

ELEVEN: FUNDING OF THE PROJECT

Conditions of funding will be recorded in the addendum of particular clauses in case they are needed to be reflected.

TWELVE: INTELLECTUAL AND INDUSTRIAL PROPERTY

If results might be granted patent protection, software registration or other industrial property titles, the candidate will be named as the inventor. Likewise, co-directors of the

thesis and other participant researchers that have actively participated in the outcome of the results will also be named as co-inventors. Distribution of authorship among them will be granted in the proportion they determine themselves. Each case of intellectual property rights entitlement will be analyzed according to the nature of the works, percentage of funding between the parts, previous subscribed contracts and the participation of the researchers. In case researches are actually UPM 's teachers, they correspond to the university. In any case, authors/inventors of the work will be acknowledged authorship in any giving dissemination or registration of the results while actions will be taken according to current legislation as well as UPM'S Intellectual Property regulations.

THIRTEEN: CONFIDENTIALITY: In case the parts agree to sign confidentiality agreements or the possibility to generate patents from the content of the thesis, the Doctorate Program Academic Commission will request the confidentiality of the thesis to the UPM's doctorate commission.

FOURTEEN: The Parties undertake to amicably resolve any dispute arising regarding interpretation and performance of this agreement. If this is not possible due to different interpretations or performance, the Courts and Tribunals of Madrid are the only competent ones to resolve the matter, specifically renouncing the parties to any other jurisdiction to which they may be entitled.

And in witness thereof, The Parties sign this Agreement on two copies in the place and on the date first written above.

For the Universidad Politécnica de Madrid

For (entity signing)

The Vice-Chancellor

**ADDENDUM OF PARTICULAR CLAUSES TO THE COLLABORATION
FRAMEWORK AGREEMENT BETWEEN UNIVERSIDAD POLITÉCNICA DE
MADRID AND (THE COMPANY OR PUBLIC ADMINISTRATION) TO
PREPARE AN INDUSTRIAL DOCTORATE**

In Madrid, on.....

BETWEEN

For one party, D. _____ Director of the (Centre or School) _____ responsible of the Doctorate Program in _____ of the Universidad Politécnica de Madrid.

For the other party Mr/Ms _____ acting on behalf of (COMPANY OR PUBLIC ADMINISTRATION) in his/her capacity as _____ of this entity and with sufficient power to sign this Agreement.

HEREBY DECLARE

This document is signed pursuant to the framework agreement signed between the UPM and the entity (COMPANY OR ADMINISTRATION) date _____ and in order to set the specific conditions for completing the doctorate with Industrial Mention.

DATA OF THE DOCTORAL CANDIDATE:

Name:
National Identity Card/Passport:.....

CONDITIONS OF THE CONTRACT BETWEEN THE DOCTORAL CANDIDATE AND THE COMPANY OR PUBLIC ADMINISTRATION

The specific conditions of the labour or mercantile contract are as follows:

Term of the contract:
Commencement date:

DOCTORAL CANDIDATE'S SCHEDULE

The doctoral thesis shall be carried out on a full time or part time basis, pursuant to the doctorate regulations in force.

Schedule:

The way in which working time on the doctoral thesis shall be distributed between academic and entrepreneurial environment shall be as follows:

University schools.....
Company.....

DATA OF THE DOCTORATE PROGRAMME:

Doctorate Programme:.....
Doctoral Programme Coordinator.....

Data of the DPAC approving formalization of this agreement.....

PEOPLE IN CHARGE OF THE DOCTORATE

Tutor (appointed by UPM).....

Responsible/ supervisor (appointed by the company)

Director or co-directors of the thesis (they can either belong to the University or the Company, and coincide with the Tutor and the responsible/principal, as long as they are doctors and comply with the requirements established on doctorate regulations.

Director/ co-director.....

Director/co-director.....

FINANCING:

The expenses arising from the performance of the doctoral thesis, such as mobility costs of the doctoral candidate and academic fees, must be agreed between the company and the doctoral candidate. In case the performance of the thesis involves expenses to carry out work in the UPM derived from the use of equipment or services provided, these must be recorded in a specific contract between the parties.

For the Universidad Politécnica de Madrid

For Entity signing

The director of the doctorate school

Mr/Ms:.....
.....

Mr/Ms: