

**AGREEMENT FOR COLLABORATION BETWEEN  
UNIVERSIDAD POLITÉCNICA DE MADRID AND (COMPANY OR PUBLIC  
ADMINISTRATION) FOR AN INDUSTRIAL DOCTORATE**

In Madrid, at \_\_\_\_\_ (date)

**BETWEEN**

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

Ms ASUNCIÓN GÓMEZ PÉREZ, Vice-Chancellor of Research, Innovation and Doctorate Studies, on behalf of the Universidad Politécnica de Madrid, hereafter UPM, N.I.F Q-2818015-F, in Ramiro de Maeztu 7, 28040 Madrid, in its name and on behalf by delegation of signature granted by the Hon. Chancellor of the UPM, dated 27 April 2016.

For the OTHER PARTY Mr/Ms \_\_\_\_\_ (name) who acts as the companies’ legal representative in his/her capacity as \_\_\_\_\_ (POSITION) for and on behalf of \_\_\_\_\_ (name of COMPANY or PUBLIC INSTITUTION) with sufficient power to sign this Agreement,

THE PARTIES recognize themselves sufficient legal capacity and competence to sign this agreement, and

**DECLARE**

**ONE:** That (COMPANY OR PUBLIC INSTITUTION) has as its objectives \_\_\_\_\_ (objectives).

**TWO:** That the University is a public law institution to provide higher education and research activities, for which it seeks collaboration with other private and public entities in order to promote such activities.

Both institutions consider that mutual collaboration may contribute to the improvement 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.

**OBJECTIVES OF THE AGREEMENT**

The general objective is to collaborate by means of an Industrial Doctorate, including the completion of a doctoral thesis within the framework of a research project at the \_\_\_\_\_ (name of Company or Public Institution), 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.

Among the particular objectives,  
For (company or Public institution):

- 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.

For 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.

For the doctoral candidate:

- 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**

Spanish Real Decreto 99/2011, 28th January, version of 3rd June 2016, that regulates doctorate training, in particular its art. 15bis which describes the Industrial Doctorate.

## **CLAUSES**

### **FIRST: PROJECT AND 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 commercial contract will be described in the addendum to the private clauses of this framework of agreement, where the terms of the contract should at least be indicated.

### **THIRD: DOCTORATE CANDIDATE'S SCHEDULE**

Whether part-time or full-time schedule, its duration must be stated in the addendum of particular clauses of the contract as allowed by the current regulations.

The time spent by the doctoral candidate on preparing the thesis must be distributed between (the Company or Public Institution) and UPM, so that it can allow the completion of all the activities included in the doctorate program on time.

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

#### **FOUR: PEOPLE RESPONSIBLE FOR THE DOCTORAL STUDENT**

The doctoral candidate shall be assigned a TUTOR, professor of UPM designed by the Doctoral Program Academic Commission (hereafter DPAC); a SUPERVISOR designed by the Company or the Public Administration; and a DIRECTOR or two CO-DIRECTORS of the thesis, who might come from both the University or the Company /Public Administration. The co-directors may 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, and indicated in the particular clause document.

#### **FIVE: ADMISSION OF THE DOCTORAL CANDIDATE**

The student should be admitted in one of the UPM Doctoral Programs, according to the requirements of Access and Admission rules of the University.

#### **SIX: CONCESSION OF THE “INDUSTRIAL DOCTORATE” RECOGNITION**

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

#### **SEVEN: SUPERVISION AND PROGRESS IN THE THESIS**

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, the authorization to defend a thesis requires that its results are published in recognized scientific journals or in patents under exploitation 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/public institution 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 the UPM doctorate commission is 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 the 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 in that period of time, a tacit acceptance for the results dissemination will be assumed.

#### **NINE: MOBILITY**

Mobility of the doctoral candidate should be encouraged, so that the assistance to conferences, workshops or seminars might contribute to the quality of the thesis as well

as to the internationalization of the project. The specific measures to pursue this mobility will be indicated in the addendum of the particular clauses.

#### **TEN: VALIDITY OF THE CONTRACT**

The present agreement enters into force the day of its signature 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 the results might be granted patent protection, software registration or other industrial property recognition, the candidate will be named as the inventor. Likewise, director(s) of the thesis and other 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 agree. Intellectual property rights 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 that any researcher is an UPM professor, ownership belongs to the university. Authors/inventors of the work will be acknowledged authorship in any giving dissemination or registration of the results. All actions will be taken according to current Spanish 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 agree to solve any dispute arising regarding the interpretation and performance of this agreement. If this is not possible due to different interpretations, the Courts of Madrid are the only competent ones, and the Parties specifically renounce 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 the (company or institution)

The Vice-Chancellor

The (CEO, representative)

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

Madrid, (date)

**BETWEEN**

D. \_\_\_\_\_ Director of the (Centre or School), responsible of the Doctorate Program in (name of the Doctorate Program) of the Universidad Politécnica de Madrid, and

D/D<sup>a</sup> or Mr/Ms \_\_\_\_\_, on behalf of (COMPANY OR PUBLIC ADMINISTRATION), as (position) 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 PUBLIC INSTITUTION), 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:

Terms of the contract: \_\_\_\_\_

Starting date: \_\_\_\_\_

**DOCTORAL CANDIDATE'S SCHEDULE**

The doctoral thesis shall be carried out on a full time / part time basis (choose the right option), pursuant to the doctorate regulations in force. The way in which working time on the doctoral thesis shall be distributed between academic and entrepreneurial environment shall be as follows:

University schools: (period)

Company/Institution: (period)

**DATA OF THE DOCTORATE PROGRAMME:**

Doctorate Programme: \_\_\_\_\_

Doctoral Programme Coordinator: \_\_\_\_\_

Center of adscription of the Doctorate Program: \_\_\_\_\_

**PEOPLE IN CHARGE OF THE DOCTORATE**

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

Responsible/ supervisor (appointed by the company): \_\_\_\_\_

Director or co-directors of the thesis (who can either belong to the University or the Company, and/or 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  
The director of the Centre

For Entity signing

Mr/Ms: \_\_\_\_\_

Mr/Ms: \_\_\_\_\_