**COLLABORATION AGREEMENT BETWEEN [NAME OF THE COLLABORATING ENTITY] (HEREINAFTER, COLLABORATING ENTITY) AND THE DOCTORAL PROGRAM IN [NAME OF THE DOCTORAL PROGRAM] OF THE UNIVERSITY OF CASTILLA-LA MANCHA (UCLM) FOR THE DEVELOPMENT OF A PHD THESIS WITH INDUSTRIAL MENTION.**

............................, DD/MM/YYYY

On the one hand, Mr./Ms. ...................................., acting on behalf of [NAME OF THE COLLABORATING ENTITY] with VAT number [VAT NUMBER], in the capacity of [POSITION HELD] of that entity and with sufficient power of attorney to sign this annex,

On the other hand, Mr./Mrs. ...................................., Coordinator of the Doctoral Program at ......... of the UCLM,

**DECLARE**

That the collaborating entity and the doctoral program are interested in joining forces to carry out a doctoral thesis within the framework of a research project of the collaborating entity, related to the lines of research of the program with the aim of achieving the Industrial Doctorate Mention.

Therefore, they agree to subscribe the present agreement in accordance with the following terms and conditions.

**TERMS AND CONDITIONS**

**FIRST. - DOCTORAL THESIS**

The doctoral thesis will be carried out within the framework of a research project of the collaborating entity, related to the lines of research of the doctoral program of the UCLM as accredited in the technical report detailed at the end of this agreement.

**SECOND. - PERSONAL INFORMATION OF THE DOCTORAL STUDENT**

* Name and surname: ...
* DNI/NIE/Passport: ...
* Telephone: ...
* E-mail address:

**THIRD. - CONDITIONS OF THE CONTRACT**

The collaborating entity will hire the doctoral student and will be responsible for all the costs derived from the contract in accordance with the labor regulations in force. The specific conditions of the contract are as follows (in addition, should they be beneficiaries of public grants or subsidies aimed at hiring pre-doctoral personnel for achieving doctoral studies with Industrial Mention, they will follow the provisions of Article 21 of the so-called Science Law (Law 14/2011, of June 1, on Science, Technology and Innovation, as amended by Law 17/2022, of September 5):

* Start date: ...
* Duration: ...

The doctoral thesis will be carried out in a regime of dedication: (FULL-TIME / PART-TIME), in accordance with the regulations in force.

The distribution of the working time of the doctoral student between the academic and business environment will be as follows: at UCLM XX %, at the collaborating entity: YY%.

The expenses derived from the completion of the doctoral thesis, such as those due to mobility of the doctoral student and/or academic fees must be agreed between the collaborating entity and the doctoral student. If the completion of the thesis involves expenses for the performance of the work at the UCLM for the use of equipment or provision of services, these must be reflected in a specific contract between the parties.

**FOURTH. - SUPERVISION OF THE DOCTORAL STUDENT**

The doctoral student will have a tutor at the UCLM designated by the academic committee of the program and a responsible person designated by the collaborating entity. He/she will also have a director and up to two co-directors in accordance with current regulations. The responsible person designated by the collaborating entity may be director or co-director if he/she meets the requirements established by the current regulations and is designated by the academic committee of the doctoral program to which the doctoral student is assigned.

* Tutor designated by the UCLM: ...
* Director designated by the UCLM: ...
* Co-director/s, if applicable: ...
* Responsible person designated by the collaborating entity: ...

**FIFTH. - PRIVACY**

The parties undertake not to disseminate in any form the technical, scientific or commercial information to which they may have had access to during the development of the project without the express authorization of the other party, as long as such information is not in the public domain, or its disclosure is not required by law.

For his/her part, the doctoral student must keep secret all data and information provided or revealed orally, in writing, graphically or by any other means of dissemination by the staff involved in the preparation of the thesis or any other member of the research team of which he is a member, and which may be considered confidential information; not to disclose, communicate, transfer or disclose it to third parties, and to use the information obtained solely and exclusively for the purpose of completing his/her doctoral thesis, unless he/she has the express written permission of his/her director or, if applicable, of all the directors of the thesis for its dissemination.

**SIXTH. –PUBLICITY OF THE RESULTS**

Once the doctoral thesis is approved, the university will ensure that it is publicized in accordance with the regulations in force. However, in accordance with the provisions of paragraph 6 of Article 14 of Royal Decree 99/2011, of January 28, which regulates the official teachings of doctorate after the amendments made in RD 576/2023, of July 4, in exceptional circumstances determined by the academic committee of the program, the UCLM may authorize the temporary suspension of its publication or the permanent suspension (embargo) of the publication of a part of the thesis. Such circumstances may include, among others, the participation of companies in the program, the existence of confidentiality agreements with companies or the possibility of generating patents the content of the thesis. In this case, the UCLM will enable a procedure to develop Sections 4 and 5 of Article 14 of RD 99/2011 on the publicity of the thesis to ensure the embargo of these aspects. Specifically, a copy excluding these contents will be provided in due time, as well as a copy of the supporting documentation.

Likewise, the collaborating entity commits itself to facilitate the implementation of these processes **to** facilitate the defense and evaluation of the doctoral thesis and its subsequent publication under the terms indicated in this agreement.

Besides, when one of the parties wishes to use partial or final results, in whole or in part, for publication as an article, presentation at a conference or congress, or in any other form of dissemination, it must request the agreement of the other party by registered letter addressed to the person responsible for monitoring the Contract ( the person responsible for monitoring the Contract from UCLM will be the director of the thesis and from the collaborating entity, the person designated as such).

In the above explained situation, the other party must respond thirty days (maximum), communicating its authorization, its reservations or its disagreement with the information contained in the article, conference, etc. Once this period has elapsed without a response, silence shall be understood as tacit authorization for its dissemination.

In any publication, conference or report in which partial or full results of this research is used, the authors of the work will always appear as such, and as inventors in the case of patents. In any of these cases, reference shall always be made to this contract.

**SEVENTH. - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

The distribution of intellectual or industrial property rights that may derive from the results obtained in the development of the research project:

* **UCLM:** XX %,
* **Collaborating entity:** YY%.

**EIGHTH. - PERSONAL DATA PROTECTION**

Inaccordance with the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, and its implementing regulations, none of the parties may apply or use the personal data to which it has access under this agreement, for purposes other than those inherent to the development of the project.

Consequently, none of the parties may transfer, communicate, copy or distribute them.

**NINTH. - VALIDITY**

This Agreement shall enter into force on the day following its signature and shall remain in force during the completion of the doctoral thesis. It will be interrupted if the doctoral student leaves the program definitively.

**TENTH. – CONFLICTS’ RESOLUTION**

The different parties are committed to solve any type of disagreement that can arise during the development of this Framework Agreement they may have in a friendly way. In case of unavoidable differences, both parties agree to be bound by the specifically applicable procedural regulations.

**TECHNICAL MEMORY ACCREDITING THE DIRECT RELATION OF THE THESIS WITH THE INDUSTRIAL RESEARCH OR EXPERIMENTAL DEVELOPMENT PROJECT DEVELOPED IN THE COLLABORATING ENTITY**

PROJECT TITLE:

……………..

TYPE OF PROJECT:

(Industrial research / Experimental development)

PROVISIONAL TITLE OF THE THESIS:

……………..

SUMMARY OF THE PROJECT DESCRIPTION:

……………..

JOINING ENTITIES/COMPANIES:

……………..

DETAILED DESCRIPTION OF THE OBJECTIVE, METHODOLOGY AND PLANIFICATION OF THE PROJECT. INNOVATIVE ASPECTS.

……………..

BENEFITS AND IMPACT OF THE ACTIVITY FOR THE COLLABORATING ENTITY

……………..

TASKS OF THE PH.D. STUDENT WITHIN THE FRAMEWORK OF THE DEVELOPMENT OF THE ACTIVITY

……………..

DOCTORAL THESIS PLANIFICATION

……………

FORESEEN TRAINING ACTIVITIES FOR THE DOCTORAL STUDENT
…………….

PLAN FOR THE DISSEMINATION OF DOCTORAL THESIS RESULTS

.................

COMPLEMENTARY INFORMATION

.................

And for the record, they sign this document in duplicate, on the date and place indicated in the heading.

|  |  |
| --- | --- |
| By the University, | By the partner entity, |
|  |  |
| Fdo.:………………………… | Fdo.:………………………… |
| PROGRAM COORDINATOR | POSITION |
|  |  |
| Fdo.:………………………… | Fdo.:………………………… |
| THESIS DIRECTOR | RESPONSIBLE IN THE COLLABORATING ENTITY |
|  |
| Fdo.:………………………… |
| PH.D. STUDENT |