

**FRAMEWORK AGREEMENT FOR COLLABORATION BETWEEN
THE UNIVERSIDAD AUTÓNOMA DE MADRID AND
(THE COMPANY OR PUBLIC ADMINISTRATION) TO PREPARE AN INDUSTRIAL DOCTORATE**

In Madrid, on

BETWEEN

Mr JOSÉ MANUEL GONZÁLEZ SANCHO, Vice-Rector of Research at the Universidad Autónoma de Madrid (CIF. Q-281801-A), in its name and on its behalf, by delegation by the Hon. Chancellor of the Universidad Autónoma de Madrid, Mr Rafael Garesse Alarcón, pursuant to the Resolution of 1st March 2019, (Official Bulletin of the Community of Madrid on 11th March 2019), hereinafter UAM,

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

The parties recognise they have sufficient legal capacity, competence and authority to bind themselves and, to that end, sign this Agreement.

WITNESSETH

ONE.- Whereas, (company signing: COMPANY, PUBLIC ADMINISTRATION) has as its objects and ends:

TWO.- Whereas, the University is a public law institution charged with the public service of higher education, that performs teaching activities, study and research, within the field of its competences, that is interested in collaborating with other public and private entities in promotion of such activities.

That both institutions consider that mutual collaboration may contribute to better perform the activities inherent to each one of them, as well as to optimise their material and human resources.

And that in order to implement that collaboration, the parties have agreed to sign this agreement.

OBJECT

The object of this agreement is collaboration in an industrial Doctorate, that involves preparation 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 Doctorate Programme (hereinafter DP) by the UAM. Thus, the training for the doctoral candidates participating shall be enhanced in a dual environment, both entrepreneurial and academic.

OBJECTIVES

Among the common objectives, there are the following:

for the company or Public Administration

- To attract people with high added-value knowledge and skills: the entrepreneurial environment will contribute to train them according to their needs, so they may become future leaders in research and innovation.
- To access to research groups and centres at the UAM and their equipment and infrastructures.

For the UAM

- To encourage mechanisms of knowledge transfer to entrepreneurial environments or public administrations.
- To establish solid relations with organisations in the different industrial sectors or administration.

For the doctoral candidates

- To prepare their doctoral thesis within the scope of a project at a company that its committed to research and innovation.
- To work with researchers in a scientific environment and with the company staff during performance of the project.

APPLICABLE REGULATIONS

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

CLAUSES

One.- PERFORMANCE OF THE TESIS

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

Two.- CONDITIONS OF THE CONTRACT

The specific conditions of the labour or mercantile contract shall be recorded in the addendum to the private clauses of this framework convention, that must at least record the term of the contract.

Three.- DOCTORATE CANDIDATE'S SCHEDULE

The particular conditions addendum shall state whether the thesis is performed on a full-time or part-time basis, as allowed by the present regulations. The time spent by the doctoral candidate on preparing the thesis must be distributed between the company or Public Administration and the University, so it is feasible to conclude the doctorate within the term foreseen. The particular clause document must record the way in which the time working on the doctorate will be distributed between the academic and corporate or administrative environment.

Four.- DOCTORATE SUPERVISORS

The doctoral candidate shall be assigned a Tutor from the UAM appointed by the Doctoral Project Academic Committee (hereinafter DPAC); a Supervisor appointed by the company or Public administration; one or two Thesis Directors or Co-Directors, who be both from the University or the Company or Public Administration, and coincide with the Tutor and Supervisor, as long as they are doctors and comply with the requisites established by the DPAC. These shall also be appointed by the DPAC. The supervisors shall be recorded in the particular clause document.

Five.- OBLIGATIONS OF THE PARTIES

The Company or Public Administration undertakes to fulfil the following obligations:

- a) To appoint a person responsible for the project on behalf of the company.
- b) To formalise a labour or mercantile contract with the doctoral candidate for a term lasting at least one year.
- c) To provide the employee the necessary support and facilitate their use of the means, instruments or equipment that is necessary for normal performance of the activity.

- d) To support and facilitate training for the employee, as well as performing brief stays at research centres, attending and participating in congresses and other research-related activities, guaranteeing fulfilment of all the training activities required by the Doctorate Programme.
- e) To ensure that the researchers hired benefit from eventual use of their results in R&D by adequate legal protection, especially in matters of protection of intellectual property rights and copyright.

Six.-

The UAM undertakes to comply with the following obligations:

- a) To appoint a thesis supervisor and tutor who complies with the requisites established by the DPAC.
- b) To provide the doctoral candidate the necessary support and provide them the means or equipment that may be necessary for normal performance of their activity.
- c) To supervise the regular performance of the research project and doctoral thesis.
- d) To ensure fulfilment of the obligations recorded in the doctoral commitment document or similar document.
- e) To enable the doctoral candidate to obtain additional training and to participate in the training organised by the company itself.
- f) To ensure compliance with the incompatibilities regime of the grants awarded.

Seven.- CONFIDENTIALITY

Each of the Parties undertakes not to disclose the scientific or technical information belonging to the other Party that it may have had access to while performing the Project comprising the object of this agreement in any way. The preceding paragraph shall not apply when:

- a) The Party receiving has evidence that it had prior knowledge of the information received.
- b) The information received is in the public domain.
- c) The Party receiving acquires such information from a third party without a confidentiality commitment.

The Parties undertake that all the staff at their company participating in the Project knows and observes the confidentiality commitment regulated by this clause. The data and reports obtained during performance of the joint projects, as well as the final results, have a confidential nature.

As the research carried out is subject to the doctoral thesis of the doctoral candidate hired, the University shall adopt the specific measures so, pursuant to the terms set forth in Article 14.5 of Royal Decree 99/2011, of 28th January, it ensures that publicity of content protected by confidentiality is avoided.

Should one of the Parties wish to use the partial or final results, fully or in their entirety, that are total or partial property of the other Party, for publication as an article, conference, etc., they must request approval by the other Party in writing, by registered letter, electronic mail with confirmation of delivery, or by any other means of certifiable notification, addressed to the party responsible for such in monitoring the project, accompanied by a draft of the publication.

Prior to any publication, in all cases, the effect of this on possible protection and exploitation of the result by any of the Parties shall be taken into account.

The other Party must respond within a maximum term of thirty days, notifying their authorisation, their reservations or disapproval, or reservations regarding the information the article or conference contains. Should that term elapse without a reply, such silence shall be understood as tacit authorisation of disclosure. The party not approving must argue the negative effect said publication has on the capacity to protect and exploit the specific result. The Parties must reach an agreement in that regard within the maximum term of 3 months with regard to the notification of the draft for publication. If the dispute persists, it shall be submitted to decision by the competent courts.

Both in publications as well as patents, the mention of the authors of the work shall always be respected and, in the latter, they shall be recorded as inventors. In any cases of diffusion of results, special reference to this Project shall always be made. Notwithstanding this, use of the name of the UAM for advertising purposes shall require prior, specific written authorisation by its competent bodies.

The Parties also undertake to comply with the Publicity Rules linked to public financing received and to comply with and facilitate compliance with the obligations of open diffusion foreseen by the Law.

The provisions of this clause shall subsist for three (3) years after conclusion of this Agreement.

Eight. OWNERSHIP OF THE RESULTS

The Results of the Project generated by the doctoral candidate shall be jointly owned in equal parts both by the UAM as well as the Company or Public Administration.

The personal and moral rights the Law grants research personnel who have participated in obtaining a result liable to intellectual or industrial property are recognised, especially that of being recognised as authors or inventors of the result.

The Parties must formalise the appropriate Co-ownership Agreement within the shortest time possible, that must establish the percentages of ownership and the conditions for exploitation and protection of the Results, taking into account the financial and intellectual contribution by each Party to the joint Results, as well as the potential commercial value and applications thereof. The expenses that may be incurred due to recognition and/or defence of such rights before third parties shall also be distributed in the same way. Until the Joint Ownership Agreement is achieved, neither of the Parties may directly

exploit or license the joint result, and they may only use the Result jointly obtained for internal purposes of research.

If one of the Parties were to decide not to participate in the application for protection by patent or registration, or not to maintain that protection, it may offer to transfer such rights, or its exploitation rights, to the other party. In that case, it may obtain holdership of the patent or registration, or exploitation right. The terms thereof shall be agreed on the basis of a case-by-case study.

Nine.- JURISDICTION AND DISPUTE RESOLUTION

This Agreement has administrative status, being excluded from the scope of application of Royal Legislative Decree 3/2011, of 14th November, that approves the consolidated text of the Public Sector Contracts Act.

The Parties undertake to amicably resolve any dispute arising regarding interpretation and performance of this Agreement. If this is not possible, the competence to resolve matters of litigation that may arise between the parties shall lie with the contentious-administrative jurisdiction, pursuant to the terms set forth in Articles 1 and 2 of Act 29/1998, of 13th July, that regulates that jurisdiction. In that case, the parties, specifically renouncing any own jurisdiction to which they may be entitled, submit to the jurisdiction and competence of the Courts and Tribunals of Madrid.

And in witness whereof, they sign this Agreement on two copies to a sole end, in the place and on the date first written above.

For the Universidad Autónoma de Madrid
The Vice-Rector of Research

Signed: Mr José Manuel González Sancho

For (entity signing)

Signed: Mr

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

In Madrid, on

BETWEEN

For one party, Mr Javier Díaz Nido, Director of the Doctorate School of the Universidad Autónoma de Madrid

For the other party Mr. _____, acting on behalf of _____
(COMPANY, PUBLIC ADMINISTRATION) in his 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 UAM and the entity (COMPANY OR PUBLIC ADMINISTRATION) dated _____ and in order to set the specific conditions to prepare a 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 the time shall be distributed on the doctorate thesis work between the academic and corporate environment shall be as follows:

University

School

DATA OF THE DOCTORATE PROGRAMME

Doctorate Programme

Doctorate Programme Coordinator

Data of the DPAC approving formalisation of this agreement

PERSONS IN CHARGE OF THE DOCTORATE

Tutor (appointed by the UAM):

Supervisor (appointed by the company):

Thesis Supervisor or Supervisors (may be both from the University as well as the Company, and coincide with the Tutor and Principal, as long as they are doctors and comply with the requisites established by the doctorate regulations):

Supervisor/Co-Supervisor

Supervisor/Co-Supervisor

FINANCING

The expenses arising from performance of the doctoral thesis, such as travel costs of the doctoral candidate and academic fees, must be agreed between the company and the doctoral candidate. In the event of preparing the thesis involving expenses to carry out work at the UAM due to use of equipment or services provided, these must be recorded in a specific contract between the parties.

For the Universidad Autónoma de Madrid
THE DIRECTOR OF THE DOCTORATE SCHOOL

Signed: Mr Javier Díaz Nido

For (entity signing)

Signed: Mr