## FRAMEWORK COOPERATION AGREEMENT MODEL BETWEEN THE UNIVERSITY OF VALLADOLID AND (FIRM OR PUBLIC ADMINISTRATION) TO CARRY OUT A DOCTORAL THESIS WITH THE MENTION OF INDUSTRIAL DOCTORATE

**PRESENT**

On the one part, the UNIVERSITY OF VALLADOLID (hereinafter, UVa) with fiscal identity number (C.I.F) Q4718001C and located in Valladolid, Plaza de Santa Cruz nº 8, and acting on its behalf and representing it, Mr. D. ANTONIO LARGO CABRERIZO, as Rector of the University of Valladolid, appointed by Agreement 30/2018, of 10 May, of the Regional Government of Castilla y Leon (official gazette of Castilla y León no. 90, of 11 May), whose capacity to sign this agreement derives from the provisions set out in articles 90 and 93.i of the Statutes of the University of Valladolid, approved by Agreement 104/2003, of 10 July, of the Regional Government of Castilla y Leon (official gazette of Castilla y León no. 136, of 16 July).

and, on the other part, *Name of the firm or public administration* with C.I.F *xxxxxxx* and located in *place and registered office* and acting on its behalf and representing it, Mr/Mrs/Ms. *name of the signatory*, in the position of *position held by the signatory*, *[Accreditation of the representation held – by delegation conferred by agreement of /empowered to sign by virtue of agreement / exercising the powers set out under … (In the case of public administration)]*.

The intervening parties hereby state and recognise each other’s legal capacity and the validity of their respective power to enter into the present cooperation agreement and to that effect,

# HEREBY DECLARE

**ONE**.- that the UVa is an institution governed by public law and charged with the public service of providing higher education, that it engages in activities related to teaching, studying, and research within the sphere of its powers, that it is interested in cooperating with other public and private entities to promote these activities.

**TWO.-** that (signing entity: FIRM, PUBLIC ADMINISTRATION) pursues the aim of .................................................................................................................................

**THREE**.- that both institutions consider that mutual cooperation may help to better undertake the activities in which each engages, and may also help to optimise their material and human resources.

And that in order to put into practice this cooperation, both parties have agreed to sign the present framework cooperation agreement in accordance with article 15b. Industrial Doctorate of Royal Decree 99/2011 of 28 January governing official doctoral studies.

Pursuant to this, both parties give their consent and agree to enter into the present agreement, which shall be governed by the following:

# CLAUSES

**FIRST.- AIM OF THE AGREEMENT.**

The purpose of the present agreement is to engage in cooperation in an industrial doctorate, which entails preparing a doctoral thesis within the framework of an industrial research project or experimental development between the firm or public administration and the University of Valladolid. The doctoral students participating will thus be provided with training in a dual environment (business and academic) so as to be able to apply for the mention of industrial doctorate under the title of doctor.

**SECOND.- CARRYING OUT THE THESIS*.***

## Doctoral theses will be prepared within the framework of this cooperation agreement in accordance with the specifications set out in the annex of specific clauses for each case.

**tHIRD.- SELECTION OF doctoral studentS**

## The doctoral students will be selected jointly by those in charge of the project at the firm or public administration and at the UVa. Doctoral students must be accepted onto a UVa doctoral programme, in accordance with the corresponding entrance and admission requirements. They must also enrol for said programme in each of the academic years, and in all instances they shall be subject to the internal rules and regulations of the University of Valladolid doctoral school. They shall have the same rights and obligations as all other UVa doctoral students.

**FOURTH.- CONTRACT*.***

## A labour or mercantile contract must exist between the firm or public administration and the doctoral student. The specific conditions of the labour or mercantile contract shall be stipulated in the annex of specific clauses applicable to this framework agreement, and which should at least specify the duration thereof.

**FIFTH.- peOPLE responsible FOR THE doctoral student*.***

## The doctoral student shall be assigned a UVa supervisor, designated by the academic committee of the doctoral programme as well as a person in charge designated by the firm or public administration. They shall also be assigned a thesis director/s, designated by said academic committee in the terms set out under current legislation, who may be from either the UVa or from the firm or public administration. Those designated as responsible shall be stipulated in the specific clauses annex.

**sIXTH.- AWARDING THE “industrial doctoraTE” MENTION**

## Once the doctoral thesis has been defended in accordance with the stipulations set out under this agreement, the doctoral student shall be awarded the mention “industrial doctorate” if, in the opinion of the doctoral committee the other requirements laid down under article 15b of Royal Decree 99/2011 and the applicable UVa stipulations have been met.

**sEVENTH.- training AND moBILITY*.***

The two parties should facilitate the doctoral student’s mobility to attend any training activities, conferences, meetings and the like that might enhance the quality of the thesis and the internationalisation of the project. The measures to be adopted for this purpose may be set out in the annex of specific clauses.

**EIGHTH.- proJect FUNDING*.***

## Should it prove necessary to stipulate the funding conditions related to this cooperation, these shall be set out in the specific clauses annex.

**nINTH.- confidenTIALITY OF INFORMATION SHARED.**

The two parties do hereby agree not to disseminate, through any means whatsoever, the scientific or technical information belonging to the other entity and to which they may have had access when undertaking the project which is the subject of this agreement. The previous paragraph shall not be applicable when:

1. The receiving party can demonstrate that it already knew the information.
2. The information is of public domain.
3. The receiving party acquired this information from a third party without there being any confidentiality commitment involved.
4. The information was to be disseminated by specific legal mandate, order from the competent authority, decree, rule or other legal norm.

In this regard, each party assumes the obligation of confidentiality with regard to the information received from the other part, without the receiving party being able to pass on to third parties said information and documentation, under any circumstances, without the previous express written authorisation from the issuing party, in which case the receiving party must convey to said third parties an identical confidentiality obligation.

The confidential information shall not be used for any purposes other than those set out in the present agreement. Pursuant to this, the parties agree that all personnel participating in the project shall be aware of and shall abide by the confidentiality commitment set out under this clause.

The parties do hereby give their authorisation to give public notification of the signing of this agreement, which may include: title, basic summary of the content, budget and deadline for completing the project.

**TENTH.- confidenTialiTY OF results*.***

Both the UVa as well as the firm or the public administration agree not to disseminate, under any circumstances, the scientific or technical information obtained during the development of the research project which is the subject of this agreement, during such time that said information is not public domain.The data and reports obtained during the carrying out of the joint projects, as well as the results (partial or final), shall be confidential. When one of the parties wishes to use the partial or final results, in part or in their entirety, for publication as an article, in a conference, and so on, they must seek the agreement of the other part, should they possibly be affected by said publication, through a written document sent to the corresponding person in charge thereof in the project follow-up. Said party must respond within no more than thirty days, notifying their authorisation, reserve or disagreement concerning the information contained in the article or conference. Once this period has elapsed without any reply having been received, said silence shall be taken as tacit authorisation for dissemination.

**ELEVENTH.- PRIOR knowledge*.***

Each party shall continue to own the previous knowledge contributed to the project. No part of said previous knowledge involved in the project shall be taken as having been given to the other party by virtue of the present agreement.

**TWELFTH.- proJect RESULTS*.***

For the purposes of the present agreement, the results of the project shall be considered to be any patents, other industrial and intellectual property rights, know-how and, in general, any information or material subject or otherwise to protection, created by each participant subsequent to the coming into force of the present agreement and in accordance with the project’s scientific-technical report.

**THIRTEENTH.- oWNERSHIP OF THE proJect RESULTS.**

Ownership of the results shall be shared. The percentage of ownership shall be determined in terms of, including but not limited to, the economic contribution, previous work and/or knowledge contribution of each co-owning part.

The parties involved shall, in the shortest possible period, come to an agreement to establish the rules for the protection and use thereof in specific agreements designed for said purpose.

Until such an agreement is reached, neither party may use and/or licence said joint result without the previous agreement of any of the parties who may have participated in obtaining them. Nevertheless, until such time as the agreement referred to in the previous paragraph is reached, the parties may use the results obtained jointly for internal research purposes.

Should either of the parties involved in obtaining the project results not be interested in the protection and subsequent exploitation thereof, the other party may seek the prior express renouncement for protection of the party who is not interested.

**FOURTEENTH.- EXPLOITATION OF the proJect results*.***

The UVa and the firm or public administration shall negotiate the conditions for exploiting the project results. Said conditions shall be set down in a specific agreement undertaken by the two parties for said purpose.

**FIFTEENTH.- DATA protecTIOn**

With regard to the protection of personal data which may be gathered and processed for the effective implementation of the present agreement, the parties are obliged to comply with the General Data Protection Regulation - (EU) 2016/679, of 27 April, Organic Law 3/2018, of 5 December, governing the protection of personal data and guarantee of digital rights as well as any other regulations which may be applicable.

The interested parties shall be notified of the corresponding information concerning the processing of personal data, with the content set out in the legislation regarding the protection of personal data.

Each party shall be responsible for their corresponding processing of personal data and for fully respecting the regulations governing data protection.

**SIXTEENTH.- follow-up MECHANISM**

This shall be comprised of the UVa supervisor and the person responsible for the doctoral student designated by the firm or public administration, who shall oversee the follow-up and control of compliance with all the provisions set out in the present agreement until the conclusion thereof.

**SEVENTEENTH.-** **COMPLAINTS**, **MODIFICATION, EXTINCTION, EFFECTS AND TERMINATION**.

The parties may denounce or amend the present document at any time by mutual agreement. Regardless of each party’s rights concerning cases of failure to comply with the agreement, should the UVa or the firm or the public administration opt to terminate the agreement in advance, they must do so in writing, notifying the other party one month before.

The agreement shall be deemed to have terminated as a result of the purpose for which it was established having been completed or due to any of the causes foreseen for the termination thereof. Said causes of termination are:

a) The period for which the agreement was in force having expired without any extension thereto having been agreed and, in all instances, the date on which the thesis was defended.

b) The unanimous agreement of all the signatories.

c) Failure by one of the parties to comply with the obligations and commitments undertaken.

In this case, either of the parties may issue the non-complying party with a requirement to fulfil, within a specified period, the obligations or commitments which it considers have not been met.

The person in charge from the other party/parties in the mixed follow-up committee shall be notified of this requirement. Should the failure to comply persist when period stipulated in the requirement has concluded, the issuing party shall notify the signatory parties that the conditions for termination of the agreement are applicable and said agreement shall be deemed terminated.

Termination of the agreement due to this cause may entail the requirement to pay the corresponding compensation for the damages caused, should the legal circumstances established concur. Said cost shall be calculated in accordance with criteria set out under article 34 of public sector law (Spanish acronym – LRJSP).

d) Due to a judicial decision declaring the agreement to be null.

The completion and termination of the agreement shall give rise to the liquidation thereof in order to determine the obligations and commitments of each party, in the terms set out under article 52 of the LRJSP. With regard to any ongoing activities, at the proposal of the follow-up committee the parties may agree the continuation and finalisation thereof, establishing a non-extendible period for the finalisation thereof, after which period they will be deemed to have concluded

**EIGHTEENTH.- VALIDITY**

This agreement shall come into force after it is signed by both parties and it shall remain in force for four years.

At any point prior to the conclusion of the period set out in the previous section, the signatories of the agreement may unanimously and expressly agree to an extension thereof for a period of up to a further four years, or may agree to its extinction. In all instances, the agreement must remain in force until such time as the doctoral thesis is deposited.

When the present agreement concludes, all the terms contained therein shall cease to be applicable, with the exception of those for which the contrary has specifically been stipulated, particularly those related to confidentiality as well as intellectual and industrial property rights.

**NINETEENTH.- COMPETENT JURISDICTION**

The present agreement is administrative in nature, and is subject to contentious-administrative jurisdiction with regard to any possible legal disputes that may arise concerning its content and application. Both parties assent to seek to resolve amicably any disagreement which may arise concerning compliance with this agreement.

**TWENTIETH.- GENDER EQUALITY**

Consistent with the values assumed by the UVa, any names in this document referring to those responsible academically or to members of the university community and which appear in the masculine gender shall be understood as referring indistinctly to both genders.

And in witness of their agreement with all of the above, both parties hereby sign the present agreement in duplicate at the place and on the date indicated.

In Valladolid, on of 20 .

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| On behalf of the University of Valladolid  THE RECTOR  Signed: Antonio Largo Cabrerizo | On behalf of (signing entity)  Signed: |