## COLLABORATION AGREEMENT BETWEEN UNIVERSIDAD DE SEVILLA AND BUSINESS/PUBLIC ADMINISTRATION FOR THE UNDERTAKING OF DOCTORAL THESES WITH A MENTION OF INDUSTRIAL DOCTORATE

**in Sevilla, on xx xxx, 20xx**

**PRESENT**

On the first part, the business **XX** / Public Administration **XXX** (henceforth **the Business/Public Administration**) with Tax Nº.: XXX, with domicile in XXX, and on its behalf and in its representation, Mr/Ms, XXX**,** acting as its XXX, according to the deed or decision which makes public his/her nomination.

For the second part **Universidad de Sevilla** (henceforth **USE**), with domicile in C/ San Fernando, nº4, 41004, legally represented by its Rector, MIGUEL ÁNGEL CASTRO ARROYO, who acts legitimately in its name and on its behalf in virtue of the powers conferred in him according to Universidad de Sevilla Statute, passed by Decree 324/2003, of November 25th (BOJA [Andalusian Regional Government’s Gazetteer] n° 235 of December 5th, 2003) and modified by Decree 16/2008 of January 29th (BOJA n° 22 of January 31st, 2008) and by Decree 55/2017, of April 11th (BOJA nº 72, of April 18th, 2017), and nominated by Decree 198/2020, of December 1st issued by Presidential Office of the Andalusian Regional Government (BOJA nº 235, of December 4th, 2020).

Both representatives, mutually recognising each other’s sufficient legal capacity, subscribe this present document on behalf of their respective institutions and to that effect,

# DECLARE:

**FIRST.** The Business/Public Administration has as its objective XXX.

**SECOND.** That USE, an Institution governed by Public Law that undertakes teaching, study, and research activities within the ambit of its competences, is interested in collaborating with other Public or Private Institutions in order to promote the abovementioned activities.

**THIRD.** That both Institutions believe that a mutual collaboration can contribute to improving the performance of the activities proper to each Party, and to optimising their capital and human resources.

**FOURTH.** That in order to put into practice this collaboration, both Parties have agreed to sign this present Collaboration Agreement, according to the stipulations in Article 15 bis, Industrial Doctorate, of Royal Decree (RD) 99/2011 of January 28th regulating the official teaching of Doctorates.

# OBJECTIVE

This present Agreement’s objective is collaboration in an Industrial Doctorate, which entails the undertaking of a Doctoral Thesis within the framework of an industrial research project, or that of an experimental development performed in collaboration between the Business or Public Administration and USE. Doctorands, therefore, will receive their training in a dual business-academic environment, enabling them to opt for the Industrial Doctorate mention in their doctoral qualification.

In light of the foregoing, this present Agreement is formalised according to the following

# CLAUSES

## First.Developing the Thesis. Doctoral Theses will be undertaken within the framework of this Collaboration Agreement according to the specifications, particular to each case, found in the appended clauses in the Annexes,.

## Second. The doctorands. The doctorands will be selected jointly by: (i) those responsible in the Business/Public Administration, and (ii) those in USE responsible for the industrial research project, or for the experimental development to be undertaken. The doctorands must be enrolled on a USE doctoral programme according to USE access and admission requirements. Moreover, they must enrol on the doctoral programme each academic year and to all effects they will be subject to the internal rules and regulations of USE’s International Doctoral School (henceforth EIDUS). These doctorands will enjoy the same rights and obligations as the rest of USE doctorands.

## Third. Contract.There must be an employment or commercial contract between the Business/Public Administration and the doctorand. The specific conditions of the employment or commercial contract will be reflected in the Annex of clauses particular to this present Agreement which, at the very least will specify the contract’s duration. In all events, the relationship with the Business/Public Administration must last for at least six months during the doctorand’s period of permanence on the programme, except in the case of doctorands who are financed through competitive calls. In such cases the rules established in the call will apply.

## Fourth. Those responsible for the doctorand. The doctorand will be provided with a tutor from USE who will be designated by the Academic Committee belonging to the doctoral programme upon which s/he is enrolled. The doctorand will also have a person designated by the Business/Public Administration. Moreover, s/he will have Thesis Director(s) who will be designated by the Academic Committee according to the conditions provided for in the relevant regulations. Directors can be from either USE or from the Business/Public Administration and can coincide with the tutor and the person designated by the Business/Public Administration. The people responsible will be reflected in the specific clauses of this document.

## The signatories will inform the doctorand of the risks present in the respective workplaces and train him/her regarding safety in the facilities. In all cases, coordination mechanisms will be established between the signatories in order to guarantee that current legislation on safety and risk prevention in the workplace is being enforced. Given the fact that the labour or commercial contract is signed between the Business/Public Administration and the doctorand, USE will be exempt from any responsibility arising from non-compliance with the workplace legislation applicable on the part of either the business or the worker.

## Fifth. Granting the Industrial Doctorate mention. After the Doctoral Thesis has been successfully defended according to the stipulations of this Agreement, the doctorand will be granted the Industrial Doctorate mention if, in the judgement of the EIDUS, s/he has fulfilled all of the requirements provided for in both Article 15 bis of RD 99/2011 and USE’s pertinent regulations.

**Sixth. Training and mobility.** The doctorand’s mobility must be facilitated so that s/he can attend training activities, conferences, symposia, and other activities that might benefit the quality of his/her Thesis and the internationalisation of the project itself.

## Seventh. Project financing. Should it be necessary to reflect the Collaboration’s financing conditions, these conditions will be included in the Annex of specific clauses.

**Eighth. Confidentiality of the information shared.** Each of the Parties assumes the obligation of confidentiality with respect to information divulged by the other Party. The receiving Party cannot communicate such information to Third Parties without previous express written consent from the divulging Party. In this case, the receiving Party must communicate it to any Third Party under identical confidentiality obligations.

Each of the Parties undertakes not to divulge in any way and under no circumstances, scientific or technical information belonging to the other Party which they have accessed within the development framework object of this Agreement except for the following cases:

1. The receiving Party can demonstrate that they previously knew the information received.
2. The information received is in the public domain.
3. The receiving Party acquired the information from a Third Party with no undertaking of confidentiality.
4. The information must be divulged by express legal order, by instruction of the competent authority, by decree, regulation, or other statutory regulation.

Divulged confidential information will be used for no purpose other than those specified in this present Agreement. As a consequence of the above, both Parties undertake that all personnel participating in the Project will be cognisant of, and observe the commitment to confidentiality that regulated by this clause.

The Parties authorise each other to make public information of the Agreement’s signing which could include: the title, a basic overview of its content, its budget and the project’s duration.

**Ninth. Confidentiality of the results**. Both USE and the Business/Public Administration undertake to not divulge, under any circumstances, the scientific or technical information obtained during the execution of this Agreement, as long as the information is not in the public domain. The data and reports obtained during the execution of the joint projects, as well as the results – be they partial or final results – will be confidential in nature.

When one of the Parties wishes to use partial or final results, in part or completely, in a publication in the form of an article, conference intervention, etc., this Party must write to the other Party’s head of project in order to gain permission to do so. This latter Party must reply within a maximum of thirty days to authorise said use; express his/her reservations, or to communicate his/her disagreement with the information contained in the article or in the potential conference. Once the thirty-day response period has finished, the silence of the Second Party will be understood as a tacit agreement to its divulgation.

The Parties also undertake to inform each other immediately concerning any action that they are aware of that is contrary to the pacts contained within this clause and they will use all means available to prevent the improper use of confidential information.

As long as the information remains secret and confidential, the obligation to keep it secret and confidential remains in force indefinitely – even after this present agreement has terminated.

Contravening the obligation of confidentiality can give rise to this present Agreement being dissolved, without prejudice to the legal consequences that might arise for the non-compliant Party and the possible demand for damages from the affected Party.

**Tenth. Previous knowledge/knowhow.** Each Party willretain ownership of the previous knowledge/knowhow that they bring to the project. No knowledge or knowhow previous to the Project will, in virtue of this present Agreement, be considered as having been ceded to the other Party.

**Eleventh. Project Results.** For the purposes of this present agreement, results obtained from the execution of the Project will be considered to be all information, documentation, technical and scientific knowledge, equipment, material, know-how, working methods, patents, other industrial and intellectual property rights, data, and statistics and, in general, any information or material which can, or cannot, be protected.

**Twelfth. Ownership of the Project Results.** Ownership of the results arising from the Project will be shared. The percentage of ownership will be determined by, but not limited to, a function of the economic contribution, work contribution and/or previous knowledge and know-how of each of the participating Parties

The Parties involved will agree, in the shortest period possible, to establish the regulations for the results’ protection and use in specific Agreements to that effect. Until reaching such Agreement(s), neither Party will be able to use and/or license said joint results without the previous consent of all of the Parties involved in obtaining them.

The Parties will be able to use the jointly-obtained results for internal research purposes.

In the case that one of the Parties involved in obtaining the results of the Project has no interest in their protection and consequent exploitation, the other Party can apply for their protection, following the express renunciation of the uninterested Party.

The Parties undertake to respect mutually, and at all times, their pre-existing intellectual and industrial property (IP) ownership rights. However, modifications and works that arise and which are based on the previously-developed IP in parallel to the collaboration agreed here, will continue to be the property of the generating Party.

**Thirteenth. Exploiting the Project Results.** USE and the Business/ Administration’s priority is the use of the project’s results in order to exploit them. The technical-economic conditions of said exploitation, as well as the possible use of USE’s prior knowledge and/or knowhow will be reflected in a Specific Agreement to that effect, to which both Parties will subscribe in the 6 months following termination of the project.

**Fourteenth. The Agreement’s Entry into force and its duration**

This present Agreement will come into force on its date of signing and will have a lifetime of four years. However, at any moment during the lifetime of the Agreement, and before the date set for its termination, the Parties can agree unanimously to extend it for a period of up to four more years.

At any given moment, the Parties can renounce or modify this present document by mutual agreement. Independently of the rights of the interested Parties in law in the case of non-compliance, if either USE or the Business / Public Administration decide to terminate this Agreement early, this decision must be communicated to the other Party in writing with one month’s notice.

Unless the Agreement is terminated due to the doctorand him/herself not fulfilling his/her obligations, both Parties undertake to assist the doctorand to finish his/her Doctoral Thesis with an Industrial Mention.

**Fifteenth. Oversight Committee**

When this present agreement comes into force, an oversight committee will be constituted, comprising at least one representative from each Party, to which more can be added by agreement between the Parties.

This Oversight Committee will be responsible for solving those incidences of interpretation and execution that might possibly arise as a result of the Agreement being fulfilled.

This Committee’s functions will be regulated by the provisions in the Preliminary Title, Chapter II, Section 3 of Law 40/2015 of October 1st, on the Legal Regime of the Public Sector.

**Sixteenth. Personal Data Protection.**

When executing this present Agreement, the Parties are subject to the provisions of Organic Law 3/2018 on Personal Data Protection and Guarantee of Digital Rights of December 5th and EU Regulation 2016/679 of the European Parliament and Council of, concerning the protection of physical persons with regard to treatment of personal data and the free movement of these data, and, where applicable, regulations specifically applicable to each Party.

For these purposes, the signatories of the present Agreement must apply the personal data treatments which are performed in the execution of this present Agreement, and they undertake to respect the principles, guarantees and technical and organisational measures provided for in the abovementioned legislation in order to protect appropriately the rights and freedoms of persons with regard to the treatment of their personal data.

The Parties will respect confidentiality when treating the information provided by the same and the information whatever its type or nature, generated as a result of the execution of this present agreement; this obligation extends indefinitely, even after this present Agreement has lapsed. All of the foregoing without prejudice to the possible authorisation of the Parties, or the possibility that such information comes to be considered as in the public domain.

The contact data of the signatories of this present Collaboration Agreement will be treated according to the Agreement’s execution, as well as according to legal obligations and according to a mission of public interest, with the aim of managing the maintenance, fulfilment, development, monitoring, and implementation of the provisions of this present Collaboration Agreement

Furthermore, the signatory Parties, as interested Parties, can, at any moment, exercise their rights to access, rectify, suppress, oppose, limit the treatment and portability of such data and their right not to be subject to automated decisions by emailing dpd@us.es, with the term *Protección de Datos* in the subject field. The email must include a photocopy of the individual’s ID card or passport. In this case, the interested Party also has the right to complain to the relevant competent authority.

Such data will be treated during the lifetime of this present Collaboration Agreement and, once it has lapsed, the data will be kept for the time necessary to fulfil the aims for which they were collected in order to determine any potential responsibilities that might arise from said aims.

**Seventeenth**. This nature of this present Agreement is administrative and not contractual. Should there be any litigation concerning its content or application, it is subject to the jurisdiction of the administrative courts. Before recourse to litigation, the Parties undertake to attempt to solve amiably any disagreement that might arise during the execution of this Agreement. In the event of a dispute concerning the interpretation and execution of the Agreement, the Courts of Sevilla will be the only courts competent; both Parties expressly renounce any other jurisdiction that might pertain to them.

And as proof of their agreement with all of the above, both Parties sign this present Agreement in duplicate on the date and in the place indicated in the heading.

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| On Behalf of Universidad de Sevilla  Mr Miguel Ángel Castro Arroyo, RECTOR | On Behalf of Business/Public Administration  Mr/Ms xxxx  Puesto |

## ANNEX OF CLAUSES SPECIFIC TO THE COLLABORATION AGREEMENT BETWEEN UNIVERSIDAD DE SEVILLA AND BUSINESS/PUBLIC ADMINISTRATION FOR THE EXECUTION OF AN INDUSTRIAL DOCTORATE

**In Sevilla, on xx xx, de 20xx**

**PRESENT**

For the first part, Ms XXX, Director, EIDUS.

For the second part, Mr/Ms XXX, acting on behalf of Business/Public Administration XXX, as its xxx, and with sufficient power to sign this present Agreement

**DECLARE**

That this document is signed under the agreement signed by USE and Business/Public Administration on xx/xx/xxxx with the aim of establishing the specific conditions for the execution of a Doctorate with an Industrial Mention.

## 1. DATA OF DOCTORAND

Name: XXX

ID card /Passport nº: XXX

## 2. CONDITIONS OF THE CONTRACT BETWEEN THE DOCTORAND AND BUSINESS/PUBLIC ADMINISTRATION

The specific conditions of the contractual relationship are as follows:

Duration: xxx

Starting date: xxx

**3. DOCTORAND’s DEDICATION**

The Doctoral Thesis will be undertaken on either a full-time or part time basis, according to the current doctorate regulations.

Dedication: xxx

The Doctorand will distribute his/her thesis work time within the academic and business ambits as follows (for guidance, only):

* University: xx %
* Business: xx %

## 4. DOCTORADAL PROGRAMME DATA

Doctoral Programme: XXX

Coordinator, Doctoral Programme: XXX

(Note: This document must be accompanied by the consent of Academic Committee overseeing the doctoral programme into which the project has been inserted)

## 5. PERSONS RESPONSIBLE FOR THE DOCTORAND

**Tutor**: Prof. Dr. XXX

**Person Responsible at Business/Public Administration**: XXX

**Thesis Director(s) (State if a teacher at USE):**

1. XXX
2. XXX

**6. DESCRIPTION OF THE RESEARCH PROJECT**

Guidelines:

1. Project Title:
2. Background information (relationship with the USE doctoral programme, previous contacts with the business)
3. General and specific aims
4. Methodology
5. Project stages and activities to be undertaken
6. Expected results (application and impact)

**7. PLEASE SPECIFY IF THE PROJECT IS FRUIT OF AN OFFICIAL PUBLIC COMPETITIVE GRANT CALL (USE, REGIONAL, NATIONAL, or INTERNATIONAL)**

Call (type and year): xxx

Add any relevant specific details.

If the project originates from an official public competitive call, it must fulfil all of the clauses pertaining to the call in question.

If it is the case, give specific details concerning the candidate selection process.

**8. TRAINING AND MOBILITY**

Specify, should it be the case, the measures taken to facilitate the doctorand’s training/mobility.

State whether the doctorand, having previously obtained authorisation from the University, and in agreement with the provisions of the pertinent rules, is able to participate in USE teaching activities.

## 9. FINANCING

Costs arising from the development of the Doctoral Thesis, such as the doctorand’s mobility and academic costs must be agreed between the doctorand and the business.

If the financing conditions of this collaboration need to be reflected, they should be reflected at this point of the Annex of specific clauses. If undertaking the Thesis involves costs for undertaking work using USE equipment or services, such costs should also be reflected in this Annex.

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| On behalf of Universidad de Sevilla  DIRECTOR, EIDUS | On behalf of Business/Public Administration  xxx |