

# DOCTORAL STUDENT TRAINING AND SUPERVISION COMMITMENT AGREEMENT

(approved by the Governing Council of the UPM on 21 July 2016)

The purpose of this agreement, as specified in article 11.8 of RD 99/2011, of 28 January, published in the Spanish Official Gazette (BOE) of 10 February 2011, regulating accredited doctoral programmes, and article 14 of the Universidad Politécnica de Madrid's Doctoral Thesis Preparation and Assessment Regulations, passed by the Governing Council on 21 December 2011, is to establish supervisory duties with respect to the tasks necessary to complete a doctoral thesis, a dispute resolution procedure and the conditions with regard to confidentiality and intellectual and industrial property rights governing the aforesaid activity.

For the doctoral student, the doctorate implies the acquisition of the competences and skills related to quality scientific research, the completion of an original and innovative research project and the execution of a personal further training plan in support of the research project as part of an accredited doctoral programme and under the supervision of teaching staff with accredited research experience. The programme establishes a framework for conducting training and research in order to assure the quality of both activities. Finally, the doctoral thesis supervisor or supervisors round out their principal role of doctoral student training within the doctoral programme research lines.

The undersigned hereby set out and enter into the aforesaid agreement subject to the following terms:

## **1.- Mutual cooperation**

The doctoral student, tutor and thesis supervisor or supervisors undertake to collaborate mutually to assure that the doctoral student prepares and defends the doctoral thesis according to the procedures and terms stipulated in the applicable regulations and, in particular, to generate the research plan and monitor its evolution, evaluate first-year activity, continuously follow up the thesis for its duration and upgrade objectives and tasks.

## **2. Duties and engagement of tutor**

As defined in RD 99/2011, the tutor undertakes to regularly supervise the doctoral student's training process, providing the necessary guidance and counselling to assure that it is consistent with the principles and contents of the doctoral programme.

## **3. Duties and engagement of supervisor or supervisors**

As defined in RD 99/2011, the thesis supervisor or supervisors undertake to steer, supervise and follow up the research developed by the doctoral student, taking an active part in the provision of guidance and counselling, arrangements for mobility and possible stays abroad, and assuring that the doctoral student becomes an enterprising and independent researcher. In particular, they shall have to review and approve the annual report prepared by the doctoral student.

## **4. Doctoral student undertakings and engagement**

The doctoral student undertakes to perform scheduled doctoral programme activities and research the thesis project as established by the applicable regulations under the supervision of his or her tutor or appointed supervisor and according to the obligations entered into herein, including:

- Enrol every academic year within the stipulated periods, paying the academic supervision fees.
- Submit the research plan by the stipulated deadline.

- Facilitate the follow-up and assessment of the annual research plan and training activities established within the doctoral programme and/or specified by the thesis supervisor or supervisors.
- Regularly report to the supervisor or supervisors on the course of the research, results and any problems arising during the development thereof.
- Accept responsibility for the accuracy of the content of the training activities document.
- Draw up, in conjunction with the thesis supervisor or supervisors, the scientific documents necessary for thesis defence, particularly any required by the UPM's Doctoral Thesis Preparation and Assessment Regulations in order to satisfy the quality requirements.
- Provide any data required for the Universidad Politécnica de Madrid's institutional repository with respect to his or her doctoral thesis subsequent to defence and grading.

#### **5. Doctoral Programme Academic Commission**

As specified in RD99/2011, the Doctoral Programme Academic Commission shall be responsible for assessing the progress of the doctoral student's research and training, monitoring mobility and authorizing the doctoral thesis for submission.

#### **6. Confidentiality**

If the thesis has a confidentiality agreement, the doctoral student undertakes to keep secret all the data and information subject thereto provided or divulged by the tutor, supervisor or supervisors or any other member of the research team of which the doctoral student is a member.

Additionally, the doctoral student is under obligation not to divulge, communicate, transfer or disclose to third parties any information regarding his or her work and use the resulting information solely and exclusively for the purpose of his or her doctoral thesis, without prior consent in writing from the thesis supervisor or supervisors. If the doctoral student wishes to use all or some of the interim or final results for publication, he or she shall have to apply to the thesis supervisor or supervisors for authorization.

This confidentiality agreement shall be binding even after the termination of the academic, administrative or employment relationship between the doctoral student and the Universidad Politécnica de Madrid, and shall continue in force for the term established in the projects and contracts concerned or, failing this, for as long as the thesis supervisors see fit.

#### **7. Intellectual and industrial property regulations**

The doctoral student shall be acknowledged as the author of the thesis, as well as the author or co-author of reports, articles or papers publishing the results of the research to which he or she has made a major contribution. According to the UPM's Intellectual Property Regulations, approved by the Governing Council of 22 December 2005, he or she shall be fully or partly entitled to the applicable intellectual property rights, save for research conducted under contract in which case they shall be subject to the provisions thereof.

Pursuant to the UPM's Intellectual Property Regulations mentioned above, the thesis supervisor or supervisors shall also be considered as the author or authors provided they have played an active role. If the rights to the reports or publications are the result of previous research conducted by the research team or carried out in conjunction with several other authors, the intellectual property rights shall be shared proportionally as agreed among the authors depending on their contribution.

Should the results of the thesis research be eligible for protection by means of patents, software registers or other industrial property rights, the doctoral student shall be entered as the inventor. Additionally, the thesis supervisor or supervisors and the teaching or research staff that have played an active role in attaining the result to be protected shall be considered as co-inventors. Authorship

shall be shared proportionally as agreed among the authors. The ownership of industrial property rights shall be analysed on a case-by-case basis depending on any previous agreements entered into and the participation of teaching staff whose industrial property rights shall be vested with the university. In any case, the procedure shall conform to the provisions of the legislation in force and the UPM's Intellectual Property Regulations.

**8. Dispute resolution**

In the event of any dispute arising out of the contravention of any of the points referred to in this commitment or on any other ground related to the completion of the doctoral thesis, including the substitution of the thesis supervisor, the parties agree to abide by the decision made in the first instance by the Doctoral Programme Academic Commission. Disagreements shall be referred to the competent authority, which shall be the Universidad Politécnica de Madrid's Doctoral Commission.

An appeal against the decision of the Doctoral Commission may be lodged with the Rector under the terms provided in Law 30/1992 of 26 November, on the Legal System applicable to Public Administrations and Common Administrative Procedure.

**9. Duration**

This agreement comes into effect upon signature and shall be in force until the doctoral student defends his or her doctoral thesis or drops out of the doctoral programme, save as specified under point six.

In witness whereof, the parties set their hand to this agreement executed in seven counterparts, one of which shall be deposited at the office of the vice-rector responsible for doctoral affairs, at Madrid, this ..... th day of ..... 20...

**Doctoral Programme:** .....

Doctoral student	Tutor	Thesis supervisor
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Name:	Name:	Name:
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Doctoral Programme Coordinator	Deputy Director of the School	Vicerrector
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Name:	Name: Gabriel Huecas	Name:
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