**DOCTORAL COMMITMENT AGREEMENT**

**Commitment agreement between the doctoral candidate, the doctoral thesis supervisor and, if applicable, the co-supervisor and/or the tutor**

**Details of the doctoral candidate**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| |  |  | | --- | --- | | **DNI/NIE/passport** |  | | **Surname(s), first name** |  | | **Doctoral programme** |  | | **Industrial Doctorates Plan (\*)** | YES\*. (Choose one)  Industrial Doctorates Plan Government of Catalonia  Industrial doctorate Other calls  NO |   **(\*) N.B.: Industrial Doctorates:** In addition to this form, fill in and sign the document "Consent for the transfer of personal data within the framework of the call for the Industrial Doctorates Plan" from the Appendix II.  If the supervisor or co-supervisor is external to the UPC, the [CDDT+DDTE](https://doctorat.upc.edu/en/agreement-form/agreement-form/cddtddte_eng-1.docx) form shall be used.  **If there is a change of supervisor, co-supervisor or tutor please check the box, attach a copy of the previous signed CDDT form.**  **Details of the supervisor and the co-supervisor (if applicable)**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **UPC thesis supervisor‎** | |  | | | | | **Internal to the programme (\*\*)** | YES  NO | | | **Proven research experience** | YES  NO | | **UPC thesis supervisor** *(if applicable)* | | |  | | | | **Internal to the programme (\*\*)** | YES  NO | | | **Proven research experience** | YES  NO | |

**Details of the tutor (linked to the doctoral programme)**

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| **Surname(s), first name** |
| *The tutor must hold a doctoral degree, be linked to the promoting unit that organises the programme and have proven research experience. A tutor must be appointed only when it has not been possible to appoint a supervisor or a co-supervisor from the UPC. Briefly state why it was not possible to appoint a supervisor from the UPC.* |

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**Doctoral commitment agreement**

The completion of a doctoral degree is an academic and professional activity that enables the doctoral candidate to acquire high-level scientific competencies and fosters critical thought, the scientific method and technological innovation, as well as the acquisition of generic competencies that are valued in positions of responsibility in all social and economic sectors. The doctoral candidate will have to complete a research project that is original and innovative, formulate a personal plan for ongoing training to support the research plan, and develop a career plan.

This agreement defines the respective rights and obligations and mutual commitments of the signatories, the fulfilment of which ensures that the aforementioned aims are met during the writing of the doctoral thesis.

The agreement must be formalised and signed when the academic committee of the doctoral programme assigns the role of supervising the doctoral candidate to the doctoral thesis supervisor and, in the case of co-supervision, the co-supervisor. The agreement has been approved by the director of the Doctoral School.

For all of the above, this doctoral commitment agreement is signed by:

* The doctoral candidate
* The thesis supervisor who will oversee the research project
* In the case of co-supervision, the co-supervisor who guides the research plan with the supervisor
* The academic coordinator of the doctoral programme
* The appointed tutor, if applicable
* The director of the Doctoral School

1. **Mutual collaboration**

The doctoral candidate, the thesis supervisor and, in the case of co-supervision, the co-supervisor undertake to establish a relationship of mutual collaboration that will enable the doctoral candidate to formulate the thesis proposal and to write and defend the thesis in accordance with the procedures and deadlines established in the regulations that apply.

1. **Obligations and time commitment of the thesis supervisor**

The thesis supervisor and, in the case of co-supervision, the co-supervisor act as mentors and guides to students in their learning process. They must define the initial project and ensure that it is original, innovative and educational. They must also strive to ensure that the project can be completed in the time periods established in [Royal Decree 99/2011](https://www.boe.es/buscar/doc.php?id=BOE-A-2011-2541)**,** of 28 January, which regulates official doctoral studies, and that students have access to the material and technical means they need.

The thesis supervisor and, in the case of co-supervision, the co-supervisor agree to hold regular working meetings with the doctoral candidate to provide guidance and analyse progress made on the research plan. They shall seek to ensure that the doctoral candidate takes greater initiative and gains autonomy as the project progresses (Appendix I).

The rights and obligations of the UPC thesis supervisor are regulated in the Internal Regulations of the Doctoral School ([CG/2018/07/36 of 24 October 2018](https://govern.upc.edu/ca/consell-de-govern/consell-de-govern/sessio-06-2018-del-consell-de-govern/ratificacio-d2019acords-i-informacio-de-la-comissio-de-recerca/aprovacio-del-reglament-de-regim-intern-de-lescola-de-doctorat-de-la-upc)). In accordance with the UPC regulations in force, the thesis supervisor and, in the case of co-supervision, the co-supervisor are allotted time for the purposes set out above.

1. **Obligations and time commitment of the doctoral candidate**

The doctoral candidate undertakes to complete his/her doctoral studies in accordance with the regulations that apply and the obligations stemming from this agreement. He/she shall regularly report to the thesis supervisor and, in the case of co-supervision, the co-supervisor regarding progress on the thesis, the results obtained, and any problems that may arise, and shall take any feedback into consideration.

The doctoral candidate is a **[ full-time] [ part-time student]**, in accordance with the provisions of the regulations that apply. Doctoral candidates are obliged to inform the thesis supervisor, the co-supervisor, in the case of co-supervision, and the coordinator of any applications for extensions or potential long- or short-term sick leave that may arise during the time that they are on the programme.

1. **Obligations and time commitment of the academic committee**

The academic committee of the doctoral programme fulfils the functions established in the Internal Regulations of the Doctoral School of the UPC (CG/2018/07/36 of 24 October 2018) and the Academic Regulations for Doctoral Studies (CG/2018/10/24 of 1 July 2016). These functions include assessing the research plan and the doctoral student activity report every year in the assessment reports drawn up by the supervisor and, in the case of co-supervision, the co-supervisor. Therefore, the academic committee of the doctoral programme is the body responsible for the progress of the research. Its functions also include admitting doctoral candidates to the programme and appointing the thesis supervisor and, if applicable, the co-supervisor and the tutor.

The academic committee of the programme draws up, approves and makes public the calendar and specific regulations that include the criteria for the assessment, defence and annual monitoring of the research plan.

1. **Confidentiality**

The doctoral candidate undertakes to keep secret any data or information that may be provided or disclosed to him/her orally, in writing, in graphic form or by any other means by the thesis supervisors, tutor or any other member of the research team to which he/she belongs; not to disclose, communicate, transfer or divulge such data or information to any third party; and to use any information obtained solely for the purpose of completing his/her doctoral thesis.

The doctoral candidate undertakes not to disclose any information concerning the research project or group in which he/she is participating that is identified as confidential without first obtaining the express written authorisation of the thesis supervisor, co-supervisor and/or tutor. The doctoral candidate agrees to sign any non-disclosure agreements as required by the thesis supervisors, research project supervisors or tutor.

Undertakings regarding confidentiality and secrecy shall continue in force and remain binding even after the administrative and/or employment relationship between the doctoral candidate and the UPC has ended. The same applies to students linked to legal entities other than the UPC.

1. **Intellectual and industrial property rights**

The doctoral candidate has the right to be recognised as the holder of any intellectual and/or industrial property rights to which he/she is entitled in accordance with legislation in force; to be listed as a co-author of any papers or articles in which research to which he/she has made a significant contribution is discussed; and to be identified as the first author if this is justified by his/her contribution.

The affiliation of the interested party to the Universitat Politècnica de Catalunya must be recorded in all scientific output and publications stemming from the doctoral thesis, if there are any, in accordance with the University's [regulations on institutional signature and affiliation](https://bibliotecnica.upc.edu/investigadors/signatura-filiacio-institucional).

The doctoral candidate is entitled to exercise the intellectual property rights arising from his/her research training in accordance with his/her contribution and pursuant to legal provisions in force. These rights are independent of, compatible with and additional to any others arising from the research conducted, without prejudice to any constraints arising as a result of the collective character of work when the doctoral candidate participates in or is linked to a collective research project.

The doctoral candidate's industrial property rights in respect of the research results will be determined by the provisions of the legislation in force for university patents and the regulations approved by the UPC, and, in the case of students linked to legal entities other than the UPC, by the respective regulations of these entities. In any event, the amounts that may be received for the use or transfer of the aforementioned rights may in no case constitute a salary.

1. **Conflict resolution**

Should there be a conflict or the non-fulfilment of the commitments in this agreement, whenever possible the doctoral candidate, the supervisor and, if applicable, the co-supervisor and the tutor must try to solve the problem in an amicable manner. If this is not possible, the parties must inform the coordinator of the corresponding doctoral programme, who shall act as a mediator. Any disputes that cannot be settled through the mediation of the coordinator and the academic committee of the programme shall be referred to the Standing Committee of the Doctoral School, which must resolve the conflict and issue a resolution. An appeal against this resolution may be lodged with the rector in the periods stated in Law 39/2015, of 1 October, on the Common Administrative Procedures of the Public Administrations.

If the doctoral degree is completed within the framework of an agreement with another institution, the parties shall abide by the specific provisions contained in the collaboration agreement, which the signatories to this document must be familiar with.

1. **Ethical commitment**

All the signatories undertake to act ethically and to observe the ethical principles approved by the UPC and the ethical norms outlined in various national, sectorial and institutional codes of ethics.

1. **Term**

This commitment agreement will come into force on the date on which it is signed by the parties and will continue in force while the doctoral candidate has a relationship with the UPC, with the exception of the provisions concerning obligations that survive indefinitely. This notwithstanding, it will be invalidated as regards any contradiction that arises between it and the academic regulations for doctoral studies.

***Signatures of the parties***

|  |  |  |  |
| --- | --- | --- | --- |
| ------------------------------------  Full name:  Doctoral candidate | -------------------------------  Full name:  Thesis supervisor | Full name:  Thesis Co-supervisor | Full name:  Thesis tutor |

**Appointment of the doctoral programme academic committee Approval of the director of the Doctoral School**

|  |  |
| --- | --- |
| **Coordinator of the doctoral programme**  **Prof**  **Place and date:** | **Director of the Doctoral School**  **Prof Josep Maria Font Llagunes**  **Place and date:** |

**Appendix I – Opcional**

**Academic Committee of the doctoral programme**

**Commitment between the doctoral candidate and the supervisor and co-supervisor (in the case of co-supervision) for monitoring and developing the research plan**

**Optional document to be filled in when stipulated by the academic committee of the doctoral programme.**

1. **Agreement on the number and frequency of meetings between the doctoral candidate and the doctoral thesis supervisor and, if applicable, co-supervisor .**

**✍**Fill in

1. **Specialised and cross-disciplinary training.**

**✍**Fill in

1. **System for accessing facilities, infrastructure and materials related to the research plan.**

**✍**Fill in

**Appendix II - Consent for the transfer of personal data within the framework of the call for the industrial doctorates plan**

I, the undersigned,      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with identity document number      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, doctoral candidate of the Universitat Politècnica de Catalunya on the doctoral programme      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**HEREBY DECLARE:**

1. That I have been contracted by the company      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose Tax Identification Code (CIF) is      \_\_\_\_\_\_\_\_\_\_\_\_\_, as a researcher within the Industrial Doctorates Plan promoted by the Ministry of Business and Knowledge's Secretariat for Universities and Research.
2. That I explicitly consent to the transfer of my personal identity, contact and academic details for which the data controller is the Universitat Politècnica de Catalunya to the company mentioned above, for the purposes of managing and monitoring the Industrial Doctorates Plan in accordance with the data protection table below and General Data Protection Regulation (EU) 2016/679.

|  |  |
| --- | --- |
| **Information on data protection** | |
| **Data controller** | Universitat Politècnica de Catalunya – **Doctoral School**  Tel. 934.016.114  escola.doctorat@upc.edu  Plaça Eusebi Güell, 6, edifici Vèrtex, planta 0, 08034 Barcelona |
| **Contact details of the data protection officer** | Data protection officer - Legal Services and Risk Assessment Area  Universitat Politècnica de Catalunya  Plaça Eusebi Güell, 6, edifici Vèrtex, planta 0, 08034 Barcelona |
| **Purposes of the processing** | F01.1 Access to master's and doctoral degrees. Industrial Doctorates Plan promoted by the Ministry of Business and Knowledge's Secretariat for Universities and Research. (Further information: https://rat.upc.edu/ca/registre-de-tractaments-de-dades-personals/F01.1). |
| **Legitimate interests** | The exercise of the public powers established in Organic Law 6/2001, of 21 December, on Universities.  Consent to the transfer as stated in this document. Revoking this consent implies the impossibility of continuing the administrative relationship with the University. |
| **Recipients or categories of recipients** | Communication of identity, contact and academic details to the hiring company within the Industrial Doctorates Plan to monitor participation in the Plan and carry out administrative or academic management, in public administrations or when it is a legal requirement. |
| **Rights** | You may exercise the right of access to your data and the right to their rectification, erasure and portability and to restrict and object to their processing, as well as the right not to be the object of decisions based solely on the automated processing of your data, if applicable, at the UPC's public registry (https://www.upc.edu/patrimoni/ca/registres-publics). |
| **Period for which the personal data will be stored** | Records must be kept indefinitely to support current or future administrative management, even as elements with information value or for research in the long term. |
| **Complaint** | If you have been unable to exercise your rights to your satisfaction, you can file a complaint with the APDCAT: apdcat.gencat.cat. |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: