

**SPECIFIC COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF GIRONA AND [THE COLLABORATING ORGANISATION]**

Girona, ..... 2019

**IN ATTENDANCE**

On one part, the University of Girona (UdG) represented by Dr. Joaquim Salvi Mas, *Rector Magnificus*, acting on behalf of and representing this University, by virtue of the agreement of the Council of Ministers of 22 December 2017 and of the publication of this agreement in the Official Gazette of the Government of Spain (BOE) number 316 and the Official Gazette of the Government of Catalonia (DOGC) number 7525, both from 29 December 2017, on the naming of the rector of the University of Girona, and in accordance with articles 93 and 97 of the Statutes of the University of Girona, approved by agreement GOV / 94/2011 of 7 June (DOGC No. 5897 of 9 June 2011), with registered address for the effects of this contract at Plaça Sant Domènec 9, 17071 Girona.

On the other part, Mr/Ms ..... with National Identity number ....., legal representative of ....., with registered company number ....., with registered company address ....., acting on behalf of and representing, as evidenced by the attached documentation, the company, from now on known as the collaborating organisation.

**STATE**

That the University of Girona has, among other objectives, to participate in the progress and development of society and in the improvement of the educational system, to promote university extension activities and the exchange of knowledge and information with other institutions. This framework includes the public call for grants for contracting trainee researchers (IFUdG2019) approved by resolution of the rector of the University of Girona, 29 March 2019.

That the collaborating organisation includes in its objectives .....

That on ..... 20.... the two institutions signed a framework agreement to ..... (*if this is the case*)

That the collaborating organisation is interested in the study ..... and financing the contract of a doctoral student to undertake this

That the University of Girona, through the (Department) (Professor responsible)....., and ..... agree to collaborate in the study of .....

That both parties, recognising their legal capacities, understand the need to sign a specific collaboration agreement in the field of research and the training of researchers and, therefore, agree the following

## **CLAUSES**

### **First: Aim of the agreement**

The aim of this agreement is to establish the specific collaboration agreement between the University of Girona and the collaborating organisation within the framework of the call IFUdG2019, for the development of a doctoral thesis within the framework of the research line “[describe the line of research]” of mutual interest for both parties.

The person awarded the grant will have the professor/Doctor [indicate name and surname of thesis supervisor] from the University of Girona as the thesis supervisor and will undertake research in the “[indicate name of UdG group]” group, ref. ([indicate the reference of UdG group]) from the University of Girona.

### **Second: Characteristics of the grant**

The main characteristic is the co-financing of the cost for the employment contract of the selected beneficiary according to the IFUdG2019 call for the undertaking of a doctoral thesis. The employment contract will be produced in accordance with article 21 of Law 14/2011 for Science, modified by the sixth final disposition of Law 30/2015 of 9 September, and with Royal Decree 103/2019 for the 'Statute of trainee pre-doctoral research staff, under the pre-doctoral recruitment format. The duration of the contract will be of a maximum of **5 years as it is a beneficiary of format 1**. The activity carried out by the person contracted will be assessed annually by the Academic Committee of the Doctorate Programme of the UdG in which the person is enrolled and for the duration of the programme. The contract may be terminated if the resolution is not favourable.

The contract will terminate the day after the reading of the thesis.

### **Third: Costs and payments**

The costs of this contract include the salary and the cost of the employer's quota for social security. The annual remuneration of the contract will be €15,888.60 gross in 12 payments of €1,324.05 gross/month in the first 40 months (3 years and 4 months) and €17,023.44 payable in 12 payments of €1,418.62 in the last 20 months (1 year and 8 months). These payments may be updated annually, if necessary, in the annual call for grants for the recruitment of trainee researchers at the University of Girona.

#### **Fourth: Contributions from each party**

##### **Obligations of the collaborating organisation**

The collaborating organisation will assume 50% of the total amount of the contract throughout its duration and the cost of tutoring and compulsory training credits associated with the thesis for five academic years (2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024) (see annex 1). In accordance with point 6.3.6 of the Regulations of the 2019-2021 IFUdG Programme, the collaborating organisation will pay 40% of the cost at the signing of the agreement, and a payment of 15% of the cost in the first month of each of the following 4 annuities, by bank transfer to the general administration account of the University of Girona: ES93 0081 7023 6600 0112 3623 from the Banc de Sabadell.

##### **Obligations of the University of Girona**

The University of Girona will assume 50% of the total amount of the contract throughout its duration and the cost of tutoring and compulsory training credits associated with the thesis for 5 academic years (2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024), while the beneficiary receives the 2019 IFUdG grant (see annex 1).

The UdG will carry out the academic follow-up of the beneficiary, while the beneficiary is enrolled in doctoral programs of the UdG and consequently, governed by the regulations established by the School of Doctoral Studies.

The University of Girona will inform the collaborating organisation of the incorporation of the beneficiary as well as any other incident that occurs during the term of the contract and that may affect the cost and the duration of the contract (for example, the reading of the doctoral thesis, suspension of the labour contract, sick leave and/or resignations).

Once the doctoral thesis has been completed, which will mention the financing received by the collaborating organisation, a copy of the same will be given to each of the parties. If the study and results are published, the name of the collaborating organisation and the UdG must be mentioned.

#### **Fifth: Scientific coordination and follow-up**

For the coordination and follow-up of the activities derived from this agreement, a monitoring committee of two representatives from the University of Girona and two representatives from the collaborating organisation may be created. This committee will be the body of proposal, follow-up and evaluation of the actions carried out in the framework of this agreement and will meet whenever requested by any of the parties.

#### **Sixth: Economic reports and settlement**

Every year, within 3 months after the completion of each annuity (12 months from the start date), the UdG will present the collaborating organisation an economic report with the actual costs charged (see annex 2).

At the end of the contract, the UdG will present the collaborating organisation a final report of the actual expenses and the amounts received by the collaborating organisation in order to settle report economically (see annex 3).

### **Seventh: Publications**

When one of the parties wishes to use partial or final results, in part or in whole, to disseminate them or publish them as an article, conference, etc., they must request the agreement of the other party in writing. The latter must notify authorization or express their disagreement within a maximum period of 30 days. If the request has not been answered within these 30 days, it will be understood that the request for publication has been accepted.

It will be understood by results, all that information, documentation, scientific and technical knowledge, equipment or materials, knowhow, methods of work, data and statistics, obtained in the development of the project discussed in this agreement.

The doctoral student may write, with prior consent of the company and the UdG, articles or publications related to the results of the project. Since they may contain confidential information or be subject to intellectual and industrial property rights owned by the collaborating organisation and/or the UdG, before publication or dissemination, the doctoral student will have to obtain authorization from the person in charge of the project of the collaborating organisation and of the UdG.

The prohibition to publish or disseminate results must be motivated and proportionate in relation to the damage that could be caused by the publication. Any publication will also have to include the logo of the collaborating organisation and the mention that it is a study undertaken in programme of grants of the UdG.

The signatory parties may use the results that have been used in the development of the project, in part, or in their entirety, for publication, communication or dissemination by any means. In all these acts of communication to the public, the participation of the other party must be mentioned, as well as those who have actively intervened in the project.

In all publications, the mention of the authors must always be respected.

### **Eighth: Confidentiality**

In accordance with article 14.6 of Royal Decree 99/2011, of 28 January (BOE no. 35 of 10 February 2011), in exceptional circumstances, such as the existence of confidentiality agreements with companies or the possibility of generating patents that

relate to the contents of the thesis, the UdG will enable the appropriate procedures to ensure the non-publicity of these aspects during the defence: the deposit of the doctoral thesis in open electronic format in an institutional repository and the corresponding sending to the Ministry of Education and Professional Training.

Likewise, the collaborating organisation commits to the implementation of these processes to allow the defence and evaluation of the doctoral thesis and its subsequent publication, within the periods previously established by both parties.

In all cases, the information that the parties exchange for the development of the project will be treated confidentially by each of them.

Thus, prior to sharing, the parties will communicate in writing what information to be shared, must have this confidential character, for business interests, strategic interests or any other. A priori, all scientific, technical, commercial, graphics, plans, drawings, and any other information, contained in any support that, prior to the signing of this Agreement, was the exclusive property of each of the parties, and had not been disclosed or communicated to the public by any means, will be considered confidential.

Consequently, the parties may not disclose this information defined as confidential, or make it public, by any means without the prior written authorization of the party that owns the information, or use it for purposes other than the development of the project.

In relation to the previous paragraph, the parties will have to ensure that, in their respective organizations, the information they share, is known and used solely by the people who participate in the project, who should be properly informed of this confidential character.

Likewise, the results derived from the project will be treated confidentially, without prejudice to their use by the doctoral student, for the completion and defence of the doctoral thesis, in accordance with the regulations applicable to doctoral studies.

The parties also agree to inform immediately of any action they have knowledge of contrary to the pacts contained in this clause, and to use all means available to block the improper uses of confidential information.

The obligation of confidentiality will remain in force even after the conclusion of this Agreement and, indefinitely, while the nature of the information is confidential and secret. Upon the termination of this Agreement, the parties will return or destroy all information to which they have had access, and guarantee in writing that they do not keep any copy in any format, without the prior and specific authorization of the owner of the information.

Breach of the confidentiality obligations may result in the resolution of this Agreement, without prejudice to the legal consequences that may arise for the offender and the possible claims for damages by the affected party.

### **Ninth: Ownership of the results and rights of use**

The ownership of the results that are derived from the work of the doctoral thesis will belong jointly to the University of Girona and the collaborating organisation. The rights of authorship that may correspond to the beneficiary associated with this agreement will be respected.

The beneficiary associated with this agreement will collaborate with the University and in everything necessary to protect the results that occur from the research carried out in the development of the thesis.

### **Tenth: Protection of personal data**

Each party will process the personal data as data controller under the definition in Article 4.7 of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016). The purpose of the processing will be to manage the current contract and carry out the actions that are derived from this. The legitimization of the processing is based on the legal relationships formalized in the document (article 6.1.b). To exercise the rights recognized in the General Data Protection Regulation (access to data, rectification, portability, erasure, and request for limitation of treatment and opposition) each party can communicate with the other via the references and addresses that appear in the heading of this agreement.

### **Eleventh: Jurisdiction**

The signatory parties will try to resolve by mutual agreement any differences that may arise in relation to the development of this agreement. In the event that this is not possible, the parties shall submit the differences regarding the interpretation or fulfilment of this agreement to the courts of Girona.

### **Twelfth: Validity**

This agreement will come into force the date it is signed by the representatives of both signatory parties.

And as proof of compliance we sign this agreement, in duplicate, at the place and on the date mentioned in the heading.

For the University of Girona

For the [collaborating organisation]

**Maria Pla de Solà Morales**  
**Vice-rector for Research and Knowledge**  
**Transfer, by authorization of**  
**signature of the rector by resolution**  
**dated 1 September 2018.**

**Mr/Ms -----**  
**(Position):**

ESBORRANY

## ANNEX 1

### APPROXIMATE COST OF PRE-DOCTORAL CONTRACT

IN ACCORDANCE WITH THE REGULATIONS OF THE 2019-2021 IFuG PROGRAMME AND THE 2019 IFuG CALL

MONTHLY COSTS (not including tutoring)		
payment	Social security contribution (*)	MONTHLY TOTAL
1,324.05	361.50	1,685.55
1,418.62	387.50	1,806.12

The first 40 months (3 years and 4 months)

The final 20 months (1 year and 8 months)

	ANNUAL TOTAL COSTS					CONTRIBUTION	CONTRIBUTION	
	payment	Social security contribution	tutoring (**)	Compulsory training credits (over 5 years) (**)	YEARLY TOTAL	50% UdG	50% organisation	
Year 1	15,888.60	4,338.00	401.12	82.34	course 2019-2020	20,710.06	10,355.03	10,355.03
Year 2	15,888.60	4,338.00	401.12	-	course 2020-2021	20,627.72	10,313.86	10,313.86
Year 3	15,888.60	4,338.00	401.12	-	course 2021-2022	20,627.72	10,313.86	10,313.86
Year 4	16,645.16	4,546.00	401.12	-	course 2022-2023	21,592.28	10,796.14	10,796.14
Year 5	17,023.44	4,650.00	401.12	-	course 2023-2024	22,074.56	11,037.28	11,037.28
<b>Totals</b>	<b>81,334.40</b>	<b>22,210.00</b>	<b>2,005.60</b>	<b>82.34</b>		<b>105,632.34</b>	<b>52,816.17</b>	<b>52,816.17</b>

(\*) Approximate cost

(\*\*) Provisional, in accordance with the prices approved for the 2018/2019 course

Payment timetable for the contributions of the collaborating organisation	
First payment: initial 40% on signing agreement	21,126.47
Second payment: 15%, the 1st month of the second year	7,922.43
Third payment: 15%, the 1st month of the third year	7,922.43
Fourth payment: 15%, the 1st month of the fourth year	7,922.43
Fifth payment: remaining 15%, the 1st month of the fifth year	7,922.41
	<b>52,816.17</b>





**Traducció taula annex 2**

Justification of payment of IFUdGAE grant for year XXXX

**General information**

Name of collaborating organisation:

Date agreement signed:

Name and Surname of beneficiary:

Contract start date:

Contract finish date:

Justification period: from 1 [month +year] to 31 [month +year]

Conditions: payment of 50% of total cost

**A. Justification of contract costs for year [indicate which year]**

Month	Payment amount	Social security amount	Total cost
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Total A

**B. Justification of academic tutoring costs**

Academic course	Cost of tutoring
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Total B

**C. Justification of total costs**

Total A

Total B

Total C

Observations

Signed

Management of the University of Girona  
Girona, [Date]

Annex 3

LIQUIDACIÓ						
INFORMACIÓ GENERAL						
<b>Nom de l'Entitat Col·laboradora:</b>						
Data signatura conveni:						
Nom i Cognoms del beneficiari:						
Data inici contracte:						
Data fi de contracte:						
Condicions: pagament del 50% del cost total						
RESUM DE COSTOS I FINANÇAMENT						
Any	Cost Total (contracte)	Cost Tutela acadèmica	Total cost	Import Aportat per l'entitat col·laboradora (50 %)	Import Aportat UdG (50 %)	Import pendent de Liquidar
<b>TOTAL</b>						
Lectura Tesi o previsió:						
Signatura:						
Gerent de la Universitat de Girona						
Girona, data:						

**Traduccio taula annex 3**

**Payment**

**General information**

**Name of collaborating organisation:**

**Date agreement signed:**

**Name and Surname of beneficiary:**

**Contract start date:**

**Contract finish date:**

**Conditions: payment of 50% of total cost**

**Summary of costs and finance**

**Year / Total cost (contract) / Cost of academic tutoring / Total cost / Amount of contribution by collaborating organisation (50%) / Amount of contribution by UdG (50%) / Amount pending payment**

**Total**

**Thesis defence, or estimated:**

**Signed**

**Management of the University of Girona  
Girona, [Date]**