SPECIFIC COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF GIRONA AND THE COLLABORATING ENTITY

Girona, **(**on date of last electronic signature).

## BY AND BETWEEN

The first party, the University of Girona (UdG), represented by its rector, Dr Joaquim Salvi Mas, acting for said university, by virtue of the agreement of the Decree 401/2021 of the Government of the Generalitat de Catalunya and its publication in the DOGC no. 8564, 16 December 2021, appointing the rector of the University of Girona, and in accordance with the provisions of 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), headquartered for the purposes of this contract at Plaça St. Domènec 9, 17071 Girona; and

The second party, Mr/Ms with national identity number , legal representative of , with tax identification number , headquartered at , acting for said entity, as evidenced by the accompanying documentation, hereinafter the Collaborating Entity.

## STATE

That the objectives of the University of Girona include participating in the progress and development of society and improving the educational system, promoting university outreach and the exchange of knowledge and information with other institutions. This framework includes the public call for funding for the recruitment of researchers in training (IFUdG2023) approved by resolution of the rector of the University of Girona, on March 16, 2023.

That the objectives of the Collaborating Entity include

That on , the two institutions signed a framework agreement for  *(where relevant).*

That the Collaborating Entity is interested in the study  and in funding the recruitment of a doctoral student to undertake this.

That the University of Girona, through the Department  overseeing Professor , and  are willing to collaborate in the study of *.*

That both parties, declaring that they have the necessary legal authority, recognise the need to sign a specific collaboration agreement in the fields of research and research training and, therefore, agree to the following

**CLAUSES**

**One: Aim of the agreement**

The aim of this agreement is to establish specific collaboration between the University of Girona and the Collaborating Entity in the framework of the IFUdG2023 for the Collaborating Entity and the UdG to cover 50% of the cost of hiring the beneficiary to work on a doctoral thesis within the framework of the research line - project , of mutual interest to the two parties.

The thesis supervisor of the person awarded the grant will be Professor/Doctor  of the University of Girona and the person awarded the grant will carry out research within the group UdG  and ref. group .

**Two: Characteristics of the grant**

The main characteristic is the joint funding of the cost of employing the selected beneficiary in accordance with the IFUdG2022 call for applications for the completion of a doctoral thesis. The employment contract will be in accordance with Article 21 of Law 14/2011 on Science, amended by the final sixth provision of Law 30/2015 of 9 September, and with Spanish Royal Decree 103/2019, of the Statute of Pre-doctoral Research Staff in Training, under the pre-doctoral contract modality. The maximum length of the contract will be for a maximum of **5 years, being a beneficiary of modality 1** unless legal regulations require it be updated. The activity developed by the contracted person will be evaluated annually by the Academic Committee of the Doctoral Programme of the UdG in which they are registered and for the duration of their stay in the programme. The contract may be terminated in the event that the aforementioned resolution is not passed.

The contract will be terminated the day after the thesis is read.

**Three: Costs and Remuneration**

Since this agreement establishes future obligations, an approximate estimate of the cost of the contract is made. The annual cost of the contract will be, approximately[[1]](#footnote-1) €22.001,04€ gross reflected in 12 payments of €1.435,10€ gross/month during during the first 40 months (3 years and 4 months), and €23.341,92€ reflected in 12 payments of €1.537,61€ during the third year (1 year and 8 months). This remuneration will be updated annually, if applicable, in the annual call for grants for the recruitment of researchers in training at the University of Girona.

**Four: Contribution of the parties**

**Obligations of the collaborating entity**

The Collaborating Entity shall bear 50% of the effective cost of the contract for its entire duration(see Appendix 1). The cost of the guardianship and the compulsory training credits will be subsidised to the beneficiary at the time of enrolment, due to their status as a person with a disability.

In accordance with point 6.3.5 of the Terms and Conditions of the 2022-2024 IFUdG programme, the Collaborating Entity will pay 40% of the cost at the signing of the agreement, and will pay 15% of the cost in the first month of each of the following 4 annual instalments. Payment will be by bank transfer to the University of Girona’s general administration account number ES93 0081 7023 6600 0112 3623 of Banc de Sabadell.

**Obligations of the University of Girona**

The University of Girona will assume 50% of the of the effective cost of the contract for its entire duration (see Appendix 1). The cost of the guardianship and the compulsory training credits will be subsidised to the beneficiary at the time of enrolment, due to their status as a person with a disability.

The UdG will monitor the beneficiary's academic performance, insofar as the student will be enrolled in a doctoral programme of the UdG and, consequently, the monitoring will be governed by the regulations established by the School of Doctoral Studies.

The University of Girona shall inform the Collaborating Entity of the incorporation of the beneficiary as well as of any other incidents occurring during the term of the contract and that may affect both the cost and the duration of the contract (for example, the reading of the doctoral thesis, suspension of the employment contract, sick leave and/or waivers).

After completion of the doctoral thesis, which will state the funding received by the Collaborating Entity, a copy of the same will be given to each of the parties. Likewise, in the event of publication of the studies carried out and the dissemination of their results, the name of the Collaborating Entity and of the UdG must be stated.

**Five: Scientific monitoring and coordination**

For the coordination and monitoring of the activities arising from this agreement, a monitoring committee consisting of two representatives from the University of Girona and two representatives from the collaborating entity may be created. This committee will propose, monitor and evaluate the actions carried out under this agreement and it shall meet whenever requested by either party.

**Six: Monitoring and financial settlement**

Within a maximum period of 3 months at the end of each annual period (12 months from the start date), the UdG will provide the Collaborating Entity with an economic justification with the actual costs charged (see Appendix 2).

However, at the end of the contract, the UdG will present the Collaborating Entity with a final settlement of the actual costs incurred and the amounts received by the collaborating entity to allow financial compensation (see Appendix 3) and that each party effectively assumes the cost of 50% of the beneficiary's total cost. The UdG will proceed to refund the amount overpaid by the Collaborating Entity or request it to pay the amount underpaid to the UdG.

**Seven: Publications**

When one of the parties wishes to use the partial or final results to disseminate or publish as an article, a lecture, etc., it must request the other party's agreement in writing. The other party must communicate the authorisation or express its disagreement within a maximum of 30 days. Should this period elapse without a reply, the request for publication shall be deemed to have been granted.

The Result will be understood to include any information, documentation, technical or scientific knowledge, equipment or materials, expertise, working methods, data or statistics obtained in the development of the project that is the object of this agreement.

The doctoral student may write, with the prior consent of the collaborating entity and the UdG, articles or publications related to the Result. As they may contain information that is confidential or subject to intellectual and industrial property rights owned by the Collaborating Entity and/or the UdG, to publish or disseminate them, the doctoral student must obtain prior and express authorisation from the head of the project of the Collaborating Entity and the UdG.

The prohibition to publish or disseminate results must be justified and proportionate to the harm that could be caused by their publication. Likewise, any publication must include the logo of the Collaborating Entity and the mention that the study was carried out within a UdG grant programme.

The Parties may use the Result that have been used to develop the project, in part or in whole, for publication, dissemination, communication or disclosure by any means, provided that the intellectual property and confidentiality rights established in this agreement are respected. In all these acts of communication to the public, the participation of the other party, as well as the people who have been actively involved in the project, should be mentioned.

In any case, the mention of the authors will always be respected in all publications.

**Eight: Confidentiality**

In accordance with Article 14.6 of Spanish 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 based on the content of the thesis, the UdG will implement the appropriate procedures to ensure that these aspects are not made public during the defence: the deposit of the doctoral thesis in open electronic format in an institutional repository and the corresponding referral to the Ministry of Education.

In the same way, the Collaborating Entity undertakes to ease the implementation of these processes to facilitate the defence and evaluation of the doctoral thesis and its subsequent publication, in the terms previously established by the Parties.

In any case, the information that the parties exchange to develop the project will be treated as confidential.

Thus, prior to this exchange, the parties will communicate to each other in writing which information, of all that shared, should be of this confidential nature for business, strategic or other reasons. A priori, all scientific, technical and commercial information, graphics, plans, drawings, and anything else contained in any medium which, prior to the signature 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, shall be considered confidential.

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

In relation to the above, the parties must ensure that, within their respective organisations, the information they share is known and used only by the people participating in the project, who should be duly informed of this confidential nature.

Similarly, the Result will be treated as confidential, without prejudice to their use by doctoral students for the completion and defence of their doctoral thesis, in accordance with the regulations applicable to doctoral studies.

The Parties also undertake to inform each other immediately of any action contrary to the agreements contained in this clause of which they are aware and to make every effort to block the misuse of confidential information.

The obligation of confidentiality will remain in effect even after the termination of this Agreement and, indefinitely, as long as the confidentiality and secrecy of the information is maintained. At the end of this Agreement, the parties will return or destroy all the information they have had access to, guaranteeing in writing that they have not kept any copies in any format, without the prior and express authorisation of the owner of the information.

Breach of confidentiality may result in the termination of this agreement, without prejudice to the legal consequences that may arise for the offender and any claim for damages by the affected party.

**Nine: Ownership of Result and right of exploitation**

The exploitation rights over the results that may derive from the preparation of the doctoral thesis will belong jointly to the University of Girona and the Collaborating Entity.

Likewise, the authorship rights that may correspond to the person awarded this grant will be respected.

The person awarded this grant will collaborate with the University in everything necessary to protect the results

**Ten: Personal data protection**

Each party shall process the personal data it obtains from the other party as Controller under Article 4.7 of the General Data Protection Regulations (Regulation (UE) 2016/679 of the European Parliament and of the European Council, of 27 April 2016). The purpose of the processing will be to manage the current contract and to carry out the actions arising from it. The legitimacy of the processing is based on the legal relations formalised in this document (Art. 6.1.b). To exercise the rights recognised in the General Regulations on Data Protection (access to data, rectification, portability, deletion, requests for limitation of processing and opposition).

In the case of the UdG, you can contact your data protection delegate:

Address: Edifici Àligues, Pl. Sant Domènec, 3, Campus Barri Vell, 17004 Girona

Tel: 972 41 95 70

Mail: proteccio.dades@udg.edu

In the case of the Collaborating Entity to:

[data of the collaborating entity]

**Eleven: Jurisdiction**

The Parties shall endeavour to resolve by mutual agreement any differences that may arise in relation to the development of this agreement. If this is not possible, the Parties shall submit any disputes concerning the interpretation or enforcement of this agreement to the Contentious-Administrative Jurisdiction the courts of Girona.

**Twelve: Entry into force**

This agreement will enter into force on the date of last electronic signature by the representatives of both signatory parties.

And as proof of their conformity, they sign this agreement, digitally.

For the University of Girona For the collaborating entity

Dr Maria Pla de Solà Morales Mr/Ms

Vice-Rector for Research and Knowledge Transfer (Position):

Signing authority granted by the Rector

in the resolution dated 22 December 2021

Annex 1

**APPROXIMATE COST OF PRE-DOCTORAL CONTRACT**

In accordance with the IFUdG 2022-2024 Program Regulations and the IFUdG2023 call for proposals.

These approximate costs do not take into account the increases that may occur during the duration of the grant in: remuneration, employer's quota and compensation.

The aid incorporates an indemnity for termination of contract for an amount of: 3,075.22 €.

The disability tuition bonus is more beneficial to the beneficiary than the pre-doctoral grant (it also includes training credits).

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| **MONTHLY COSTS**  **(does not include compensation and does not include guardianship because the tuition is subsidized)** | | |  |  |  |  |
| Remuneration | Employer’s contribution SS | TOTAL MONTHS |  |  |  |  |
| 1.435,10 | 398,32 | 1.833,42 | the first 40 months (3 years and 4 months) | |  |  |
| 1.537,61 | 407,55 | 1.945,16 | the last 20 months (1 year and 8 months) | |  |  |
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|  | **TOTAL ANNUAL COSTS** | | |  | CONTRIBUTION |
|  | 50% |
|  | **Remuneration** | **Employer’s contribution SS** | **Indemnity** | **TOTAL YEAR** |  |
| Year 1 | 17.221,20 | 4.779,84 | 0,00 | 22.001,04 | 11.000,52 |
| Year 2 | 17.221,20 | 4.779,84 | 0,00 | 22.001,04 | 11.000,52 |
| Year 3 | 17.221,20 | 4.779,84 | 0,00 | 22.001,04 | 11.000,52 |
| Year 4 | 18.041,28 | 4.853,68 | 0,00 | 22.894,96 | 11.447,48 |
| Year 5 | 18.451,32 | 4.890,60 | 3.075,22 | 26.417,14 | 13.208,57 |
| **Totals** | **88.156,20** | **24.083,80** | **3.075,22** | **115.315,22** | **57.657,61** |
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| **Payment schedule in the company/entity contribution** | | | | | | |
| First payment: 40% initial payment at the signing of the agreement. | | | | | | 23.063,02 |
| Segon pagament: 15%, el 1r mes de la segona anualitat | | | | | | 8.648,64 |
| Tercer pagament: 15%, el 1r mes de la tercera anualitat | | | | | | 8.648,64 |
| Quart pagament: 15%, el 1r mes de la quarta anualitat | | | | | | 8.648,64 |
| Cinquè pagament: 15% restant, el 1r mes de la cinquena anualitat | | | | | | 8.648,64 |
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| Annex 2 | |  |  |  |  |  |  |  |
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| **ANNUAL JUSTIFICATION of the IFAE UdG SUBSIDY** | | | | | | | | |
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| **GENERAL INFORMATION** | | | | | | | | |
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| **Name of the Collaborating Entity:** | | | | |  |  |  |  |
| Date agreement signed: | | |  |  |  |  |  |  |
| Beneficiary Name and Surname: | | | |  |  |  |  |  |
| Contract start date: | | |  |  |  |  |  |  |
| Expected contract end date: | | |  |  |  |  |  |  |
| Justification period: | | |  |  |  |  |  |  |
| Conditions: payment of 50% of the total cost | | | | |  |  |  |  |
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| **JUSTIFICATION OF CONTRACT COSTS ANNUALITY:** | | | | | | | | |
| **Month** | | **Amount of** | | **Amount of** | | **Total Cost** | | |
| **Remuneration** | | **Seguridad Social** | |
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| TOTAL |  |  | |  | |  | | |
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| **JUSTIFICATION OF ACADEMIC TUTORING COSTS** | | | | | |  |  |  |
| **Academic year** | | | | **Cost of Tutoring** | |  |  |  |
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| TOTAL | | | |  | |  |  |  |
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| **TOTAL COSTS JUSTIFICATION** | | | | | | | | |
| TOTAL JUSTIFICATION OF ANNUAL CONTRACT COSTS | | | | | | |  |  |
| TOTAL JUSTIFICATION OF ACADEMIC SUPERVISION COSTS | | | | | | |  |  |
| TOTAL | | | | | | |  |  |
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| **Remarks:** | |  |  |  |  |  |  |  |
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| Annex 3 | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **FINANCIAL LIQUIDATION** | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **GENERAL INFORMATION** | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Name of the Collaborating Entity:** | | | | | | | | |  | | | | | | | | | |  | |  | | |  |  | | |  | |
| Date agreement signed: | |  |  | |  | |  | | |  | |  | | | | |  | | | | | | | | |
| Beneficiary Name and Surname: | | |  | |  | |  | | |  | |  | | | | |  | | | | | | | | |
| Contract start date: | |  |  | |  | |  | | |  | |  | | | | |  | | | | | | | | |
| Expected contract end date: | |  |  | |  | |  | | |  | |  | | | | |  | | | | | | | | |
| Contract end date: | | | | | | | | | | | | | | | | | | | | | | | | | |
| Conditions: | |  |  | |  | |  | | |  | |  | | | | |  | | | | | | | | |
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| **SUMMARY OF COSTS AND FINANCING** | | | | |  | |  | | |  | |  | | | | |  | | | | | | | | |
| **Annuality** | | **Total cost (contract)** | | | | | | | | | | **Cost of academic tutoring** | | | **Total cost** | | | | | **Amount Contributed by the collaborating entity as per agreement** | | **Amount Contributed UdG** | | | | |
| **(50 %) total cost** | | | | |
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|  |  |  | |  | |  | Amount pending settlement by the collaborating entity | | | | | | | | | | | | |  | | | | | |
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| Reading Thesis or expected | |  |  | |  | |  | | |  | |  | | | | |  | | | | | | | | |
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| Signature: | |  |  | |  | |  | | |  | |  | | | | |  | | | | | | | | |

1. Remuneration will be adapted to what is established by law. [↑](#footnote-ref-1)