

THESIS CHARTER

The University of the Balearic Islands (hereinafter, UIB), based in Cra. de Valldemossa, km 7,5, 07122, Palma, and represented herein by Dr Jaume Carot Giner, Vice-Chancellor of said university, who acts on its behalf for the purpose of this agreement, in accordance with what is set out in Decree 32/2021, of 7th June (BOIB no. 78, of 12th June), whereby the Vice-Chancellor of the University of the Balearic Islands is appointed, and Decree 64/2010, of 14th May, whereby the Statutes of the University of the Balearic Islands are approved,

and

Mr / Ms _____ (hereinafter, the researcher in training), of legal age, with ID card or passport number _____, acting on his/her own behalf; Dr _____ (hereinafter, the thesis supervisor), of legal age, with ID card or passport number _____, acting on his/her own behalf; and Dr _____ (hereinafter, the thesis tutor), of legal age, with ID card or passport number _____, acting on his/her own behalf

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HEREBY STATE

1. That Mr / Ms _____ is a researcher in training who takes part in research papers that will lead to the submission of a doctoral thesis, and which s/he carries out on the PhD programme s/he is enrolled in at the UIB, under the supervision of Dr _____ and with the tutoring of Dr _____.
2. That for the purpose of undertaking the abovementioned thesis at the UIB, and in order to manage the results and the information exchanged or generated whilst it is being developed, the parties are interested in regulating the functions, rights and obligations of the researcher in training, the supervisor(s) and the tutor of said doctoral thesis, as well as their relationship with the University of the Balearic Islands.

And in light of the above, the four parties hereby sign this agreement.

TERMS AND CONDITIONS

ONE. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to set the functions, rights and obligations of the researcher in training, the thesis supervisor(s) and the thesis tutor, as well as to set

out a dispute settlement procedure and regulate any intellectual or industrial property rights that may result from the research conducted whilst the doctoral thesis is being produced.

TWO. LENGTH

This commitment shall come into effect at the time the researcher in training enrolled in a PhD programme at the UIB is formally assigned a thesis supervisor, and shall come to an end in any of the following four situations: 1) the researcher in training has carried out his/her viva voce defence and requested his/her PhD qualification from the University of the Balearic Islands, 2) the researcher in training has decided not to complete his/her doctoral thesis, 3) the researcher in training has been withdrawn from the doctoral programme to which s/he had been admitted, or 4) where there is a breach of any of the clauses set out herein or in Regulatory Agreement 13084, of 10th April (FOU no. 481, of 17th May), whereby the regulations on the organisation of PhD programmes at the University of the Balearic Islands are approved.

THREE. RIGHTS AND DUTIES

The rights of researchers in training at the UIB are as follows:

1. To receive quality training and teaching, both theoretical and practical, and to have access to culture, sport and social life, as well as to develop their critical, organisational and creative skills.
2. Not to be discriminated against on grounds of birth, gender, sexual orientation, ethnicity, opinion, religion or any other personal or social circumstance.
3. To be provided with appropriate facilities to ensure that their training runs without incident.
4. To be assigned a thesis tutor at the time of admission to the doctoral programme.
5. To be assigned a thesis supervisor within a maximum period of six months after being admitted to the doctoral programme.
6. To submit a duly justified request for the doctoral thesis to be co-supervised by one or more doctors.
7. To submit a reasoned request aimed at changing their thesis supervisor(s).
8. To apply for part-time student status by submitting a reasoned request.
9. To apply for an extension of one or more years to submit their thesis by submitting a reasoned request.
10. To apply for temporary leave from the programme, for a maximum period of one year, which may be extended for a further year, where duly justified.
11. In the event that a student is not allowed to conduct his/her viva voce defence or is withdrawn from the PhD programme by the Academic Committee for the Doctoral Programme, s/he may claim before said Committee.

12. To carry out research stays at other universities and research centres, and to attend national and international conferences on the subject of their thesis, as long as financial resources permit.
13. To receive suitable recognition for the research work carried out in publications, papers, patents and other results derived from the doctoral thesis.
14. To exercise the corresponding intellectual and industrial property rights derived from their research activity.
15. To take part in university outreach activities.
16. To be informed about any issues which affect the university community.
17. To participate in the governing and management bodies of the University, as per that which is set out in the UIB Statutes.
18. To exercise the freedoms of association, information, expression and assembly on campus, in compliance with the conditions set out by the University.
19. To receive support so as to implement their community-based activities.

Students must exercise their rights in full recognition of democratic principles, the dignity of people and the rights of other members of the university community, and using public goods respectfully.

The duties of researchers in training are:

1. To follow the University's training activities and to take part in them.
2. To carry out their research tasks in accordance with their status as researchers in training, showing the necessary dedication and academic progress.
3. To maintain a cordial and collaborative relationship with the thesis supervisor(s) and the thesis tutor.
4. To act ethically when reporting the results obtained in the course of the doctoral thesis, to avoid plagiarism and to respect intellectual property principles.
5. To comply with the statutory and other internal regulations of the University, especially with regard to occupational hazard prevention.
6. To cooperate with the rest of the university community with a view to achieving the University's objectives and to promote the better functioning of the institution.
7. To submit on a regular basis, and at least once a year, the data of the activities undertaken, through the information system the UIB makes available to researchers in training.
8. To participate annually in the established monitoring procedure for doctoral theses.
9. In the event that a student decides to voluntarily withdraw from the doctoral programme, to inform the Academic Committee for the Doctoral Programme, specifying the reasons leading to this decision.
10. To respect and preserve the University's assets.

FOUR. BEST PRACTICES

The researcher in training, the supervisor(s) and the tutor undertake to follow safe work practices at all times in compliance with current legislation, including the adoption of the necessary health and safety precautions, as well as any that are required to recover from information technology accidents and for preventing occupational hazards. They also undertake to avoid the unauthorised total or partial copying of someone else's work by presenting it as their own in the literary, scientific or artistic works or documents generated as a result of the research conducted whilst producing the doctoral thesis. Moreover, where experiments are carried out on living beings, the researcher in training and the thesis supervisor(s) hereby declare that they are aware of, and commit to complying with current legislation and regulatory standards on ethics, animal experimentation and biosafety. In addition, the researcher in training and the thesis supervisor(s) undertake to comply with the ethical principles of respect for human dignity, confidentiality and non-discrimination, and to provide the informed written consent from the people involved, where necessary.

FIVE. INDUSTRIAL OR INTELLECTUAL PROPERTY

1. The researcher in training has the right to be recognised as the holder of any intellectual or industrial property rights that may correspond to him/her under current legislation (intellectual property: RD 1/1996, of 12th April; industrial property: Patent Law 11/1986, of 20th March, and RD 55/2002, of 18th January), and to be listed as co-author in all the papers and articles to which s/he has made a relevant contribution.
2. The researcher in training has the right to exercise the intellectual property rights derived from his/her research training activities in accordance with his/her contribution and in compliance with current legislation. The aforementioned rights are independent, compatible and cumulative with other rights that may arise from the research carried out, regardless of any constraints that may derive from the collective work undertaken by the PhD student, where s/he participates in or is associated with a joint research project. Regardless of the ownership rights that may correspond to the parties involved, the doctorand, through the main researcher, is obliged to notify the OTRI of any results derived from their research training that may be exploited. The UIB, if deemed appropriate, may disseminate said results, respecting intellectual and industrial property rights at all times.
3. With regard to any industrial property rights that the researcher in training may have on the outcomes of the research, s/he shall be subject to that which is set out in current legislation regarding university patents and regulations approved by the University of the Balearic Islands. The amounts that may be received as a result of the exploitation and transfer of said rights shall in no case be of a salary nature.
4. The researcher in training shall notify the UIB of any changes of address, so as

to ensure a communication channel through which to be informed of his/her obligations regarding the processing of industrial or intellectual property in the countries in which the UIB chooses to disseminate it. If the PhD student does not notify the UIB of these changes, it shall be understood that s/he grants the UIB permission to carry on with the required procedures on his/her behalf. Similarly, the researcher in training must inform the UIB about how and where s/he wishes to receive the income that may correspond to him/her for any benefits derived from the industrial or intellectual property exploitation of research in which s/he has taken part.

5. The doctorand agrees to state his/her affiliation with the University of the Balearic Islands in any scientific work that is directly linked to the PhD thesis and/or the research undertaken within the framework of the doctoral programme (which may give rise to articles, books, book chapters, patents, etc.).

SIX. CONFIDENTIALITY

1. The researcher in training commits to keeping in secret all the data and information considered confidential that is revealed or provided to him/her orally, graphically, in writing or in any other way by the thesis supervisor(s), the thesis tutor, or any other member of the research team s/he is a member of. Likewise, the PhD student also commits not to revealing, communicating, transferring or disclosing to third parties any information obtained in the course of his/her work, and to use it solely for the purpose of preparing his/her doctoral thesis.
2. The researcher in training commits not to revealing any confidential information concerning the research project in which s/he is involved unless expressly authorised in writing by the thesis supervisor(s) or the thesis tutor.
3. The researcher in training agrees to sign the confidentiality commitments that may be required by the thesis supervisor(s), the thesis tutor or the main researcher of the research project. The confidentiality and secrecy commitments shall remain in force and shall be binding even after the administrative or employment relationship between the PhD student and the University of the Balearic Islands has come to an end.

SEVEN. MODIFICATION

This agreement may only be modified with the express written consent of all the parties involved, who must explicitly state their will to amend it.

EIGHT. DISPUTE SETTLEMENT

In the event of a breach of the commitments included herein, or where other types of conflicts arise, the parties undertake to report the problem to the UIB Doctoral School (EDUIB) or the Centre for Postgraduate Studies (CEP), which shall act as mediators through the respective committees granted this competence. Where the PhD is carried out in collaboration with another institution, the parties shall abide by the special provisions set out in the agreement, which the signatories of this Charter

must be aware of.

NINE. RESIGNATION

In the event that the researcher in training decides not to carry on with his/her doctoral thesis, s/he hereby agrees to notify the coordinator of the Academic Committee for the Doctoral Programme, in writing, of the reasons for this decision, and submit a copy to the Director of the EDUIB or the CEP, depending on the doctoral programme in which s/he is enrolled.

TEN. INSTITUTIONAL DEPOSIT

Once the doctoral thesis is completed, the researcher in training commits to submitting a copy of the thesis, in compliance with article 21.5.a, of Regulatory Agreement 13084/2019, of 10th April (FOU no. 481, of 17th May), whereby the regulations on the organisation of PhD programmes at the University of the Balearic Islands are approved.

ELEVEN. DATA ON PROFESSIONAL STATUS

The researcher in training commits, if required to do so, to providing the UIB with data concerning his/her employment status up to 5 years after having earned his/her PhD. The UIB will use these data solely for the purpose of monitoring the professional opportunities of its former PhD students.

In witness whereof, we hereby sign this agreement.

Signed in Palma, on 20....

The University of the Balearic Islands

Dr Maurici Mus Amézquita
Office of the Pro-Vice-Chancellor for
Postgraduate and Lifelong Learning
Policy and Management

The thesis supervisor

The thesis tutor

Dr

Dr

The researcher in training

Mr / Ms