



THESIS/ DISSERTATION AGREEMENT LETTER

On the one hand, the University of the Balearic Islands (UIB), represented by Dr. Llorenç Huguet Rotger, Rector, who acts in behalf of the University, in accordance with the Decree 29/2013, of 14 June (BOIB No. 85 of 15 June), which appoints the Rector of the University of the Balearic Islands, and the Decree 64/2010, of 14 May, for which the Statutes of the University of the Balearic Islands are approved, for the purpose of this agreement, domiciled at the University Campus, Son Lledó Building, Crta Valldemossa km. 7,5,07122 Palma.

And on the other hand, firstly, <name and surname> _____, of legal age, with ID card (or passport number) <document number> _____, acting in his/her own behalf, from this point forward the researcher in training, secondly, <name and surname> _____, of legal age, with ID card (or passport number) <document number> _____, acting in his/her own behalf, from this point forward the thesis director, and thirdly, <name and surname> _____, of legal age, with ID card (or passport number) <document number > _____, acting in his/her own behalf, from this point forward the thesis supervisor

DECLARE

1. That Mr/Ms <name and surname> _____, participates, as a researcher in training, in research papers that will be presented as a doctoral thesis in the Doctoral Program <name of the doctoral program> _____, which is carried out at the UIB under the direction of Dr. <name of the thesis director> _____ and with the tutoring of Dr. <name of the thesis supervisor> _____.

2. That the carrying out of the aforementioned thesis at the UIB, and to manage the results and the information exchanged or generated during its development, the parties are interested in regulating the functions, rights and obligations of the researcher in training, the director and supervisor of doctoral thesis and their relationship with the University of the Balearic Islands. So the four parties sign this agreement,

TERMS AND CONDITIONS

FIRST. - PURPOSE OF THE AGREEMENT.

The purpose of this agreement is to set the functions, rights and obligations of the researcher in training, the thesis director and the thesis supervisor, as well as to specify the conflict resolution procedure and the issues related to the intellectual or industrial property that may be generated by the research conducted during the doctoral thesis.

SECOND. - DURATION.

This commitment will come into effect at the time the researcher in training enrolled in a PhD program at the UIB is formally assigned a thesis director, and will end up for one of the four following assumptions: 1) the researcher in training has defended the thesis and requested the title of doctor from the University of the Balearic Islands, 2) the researcher in training has renounced to continue the doctoral thesis, 3) the researcher in training is disenrolled from the



doctoral program in which he/she is admitted or 4) in case of breach of any of the clauses set out in this document or in the Regulatory Agreement 10208/2012, of 17 February (No. FOU. 361, 2 March), in which the regulations on the arrangement of official Doctorate University Teaching at the University of the Balearic Islands are approved.

THIRD. - RIGHTS AND OBLIGATIONS

The rights of researchers in training at the UIB are the following:

1. To receive a quality theoretical and practical formation and teaching, and to have access to culture, sports and social life, as well as the development of their critical, organizational 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 allow a normal development of their studies.
4. To be assigned a thesis supervisor at the time of admission to the doctoral program.
5. To be assigned a thesis director within a maximum period of six months after the researcher in training has been admitted to the doctoral program.
6. To ask for through a reasoned request the co-direction of the doctoral thesis by one or more doctors.
7. To ask for in a reasoned way the change of thesis supervisor.
8. To ask for through a reasoned request the part time realization of the doctoral thesis.
9. To ask for through a reasoned request an extension of one or more years to submit the thesis.
10. To ask for through a reasoned request the temporary leave in the doctoral program for a maximum period of one year extendable for another year.
11. To be challenged through a reasoned request to the Management Committee in the event that the defence of the thesis has been refused or the student has been expelled from the PhD program by the Academic Committee of the doctoral program.
12. To carry out research stays at other universities and research centres and to attend national and international congresses on the subject of the thesis, as long as the economic availability allows it.
13. To receive appropriate recognition for the work of research carried out in publications, communications, patents and other results derived from the realized doctoral thesis.
14. To exercise the corresponding rights of intellectual and industrial property correspond derived from the students' research activity.
15. To participate in the university extension activities.
16. To be informed about the issues that would affect the university community.
17. To participate in the governing and management bodies of the University, in accordance with what is established by the Statutes.
18. To exercise freedom of association, information, expression and assembly on campus in accordance with the conditions established by the University.
19. To receive support for the execution of associational activities.

Students shall exercise their rights in full recognition of the dignity of the people, the democratic principles and the rights of other members of the university community and with respect to the public use property.

The duties of researchers in training are:

1. To follow the training activities of the University and to participate.
2. To carry out the research tasks according to their status of researchers in training with the necessary dedication and with academic progress.
3. To maintain a cordial, fluent and collaborative relationship with the director and the supervisor of the doctoral thesis.
4. To act ethically when reporting the results obtained in the course of the doctoral thesis and to avoid plagiarism and respect the principles of intellectual property.



5. To comply with the statutory regulations and other internal regulations of the University, especially with regard to the occupational risk prevention.
6. To cooperate with the rest of the university community to contribute to the achievement of the objectives and the better functioning of the University.
7. To facilitate periodically and at least once a year the data of the activities carried out through the information system that the UIB makes available to researchers in training.
8. To participate annually in the established monitoring procedure of doctoral thesis.
9. To inform to the Academic Committee of the doctoral program in case of voluntary resignation to continue in the doctoral program of the reasons that led to this decision.
10. To respect and preserve the heritage of the University.

FOURTH. - GOOD PRACTICES.

The researcher in training, the director and the thesis supervisor are committed at all times to follow safe work practices, according to the current legislation, including the adoption of necessary precautions for health and safety and for recovery from information technology disasters and occupational risk prevention. They also commit to avoid the total or partial unauthorized copy of another person's work presenting it as their own in the works or literary documents, scientific or artistic generated as a result of the research conducted during the thesis. Also, in the event that the researcher in training carries out experiments on living beings, the researcher in training and the thesis director declare that they know, and commit to comply with the current legislation and regulatory standards on ethical matters, animal experimentation and biosecurity. The researcher in training and the thesis director commit to comply with all the ethical principles of respect of human dignity, confidentiality, non-discrimination and to provide written informed consent of the people involved, should the case deem it.

FIFTH. - INDUSTRIAL OR INTELLECTUAL PROPERTY.

The researcher in training has the right to be recognized as the holder of the rights of intellectual or industrial property that may correspond according to the current legislation (IP: RD 1/1996, of 12 April; industrial property: patent law 11/1986, of March 20, and RD 55/2002, of 18 January), and appear as co-author in all the papers, articles and communications where the research work in which the PhD student has participated in relevant ways are exposed.

2. The researcher in training has the right to exercise the rights of intellectual property derived from his/her research training activities and in accordance with his/her contribution, as established by the current legislation. The aforementioned rights are independent, compatible and cumulative with other rights that may arise from the research carried out, without prejudice to the constraints derived from the collective work when the PhD student participates or is associated with a joint research project. Regardless of the ownership rights that may correspond to the parties, the student, through the principal investigator, is obliged to notify to the OTRI those results derived from their research training that may be exploitable. The UIB, if deemed appropriate, may disseminate the aforementioned results, while respecting the rights of intellectual and industrial property that may arise.

3. With regard to eventual industrial property rights that may have the researcher in training on the outcomes of the research, the researcher in training will be subject to what the current legislation establishes about university patents and regulations approved by the University of the Balearic Islands. The amounts that may be received by the exploitation and transfer of these duties will not be remunerated in any case.

4. The researcher in training will notify to the UIB the changes of address, with the purpose of being able to communicate his/her obligations regarding the processing of industrial or intellectual property titles in those countries where the UIB decides to extend them. If the PhD student does not communicate these data, the researcher in training allows the UIB to represent him to continue the procedures required. Similarly, the researcher in training must inform the



UIB about how and where to receive the income that may correspond for the benefits derived from the titles of industrial or intellectual property in which he/she has part.

SIXTH. - CONFIDENTIALITY.

6.1 The researcher in training commits to keep in secret all the data and information that may be considered confidential information revealed or provided orally, written, graphic or by any other means of communication to him/her by the thesis director, the supervisor or, if appropriate, another member of the research team on which he/she is integrated. The PhD student also commits to not reveal, communicate, transfer or disclose to third parties any information obtained regarding his/her work using solely and exclusively in order to develop the doctoral thesis.

6.2 The researcher in training commits to not reveal any confidential information of the research project in which he/she is involved without having obtained, expressly and in writing, the corresponding authorization of the thesis director of the doctoral thesis or of the supervisor.

6.3 The researcher in training agrees to sign the confidentiality commitments that may be required by the director of the doctoral thesis, the director of the research project or the supervisor. The commitment of confidentiality and secrecy shall continue 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 ended.

SEVENTH. - MODIFICATION

This agreement can only be modified with the express written consent of all parties, with explicit reference to the will to change this agreement.

EIGHTH. - RESOLUTION OF CONFLICTS.

In case of breach of the commitments included in this document, or if other types of conflicts occur, the parties commit to report the problem to the School of Doctoral of the UIB (EDUIB) or to the Centre for Postgraduate Studies (CEP), that will act as mediators through the respective committees that have granted this competence.

If the doctorate is done in collaboration with another institution, the parties shall abide by the special provisions mentioned in the collaboration agreement, which the signatories of this Letter shall know.

NINTH. - RENUNCIATION.

In the event that the researcher in training renounces to continue his/her doctoral thesis, the PhD student agrees to inform in writing the reasons for the resignation to the coordinator of the Academic Committee of the doctoral program with a copy to the Director of the EDUIB or to the CEP, according to the doctoral program in which he/she is enrolled.

TENTH. - INSTITUTIONAL DEPOSIT.

Once the doctoral thesis is realized, the researcher in training is committed to hand over a copy of the thesis in accordance with Article 17.7 of the Regulatory Agreement 10208/2012, of 17 February (No. FOU. 361, 2 March), in which the Regulation on the organization of doctorate university education at the University of the Balearic Islands is approved.

ELEVENTH. - INFORMATION ABOUT THE PROFESSIONAL STATUS.

The researcher training commits, if required to do so, to provide the UIB with the data related to his/her professional situation up to 5 years after having obtained the title of doctor. The UIB will use this data only for tracking on professional opportunities from their graduated doctors.

And in proof of conformity with all of the above, we have signed this agreement in the place and date specified.



Universitat de les Illes Balears

Signed in Palma, on the of of 20..
BY THE UNIVERSITY OF THE BALEARIC ISLANDS
Dr. Jaume Carot Giner
Vice President for Research and Postgraduate Studies

The RESEARCHER
Mr. / Ms.

THESIS DIRECTOR
Mr. / Ms.

THESIS SUPERVISOR
Mr. / Ms.