

## **LEARNING AND GOOD PRACTICE AGREEMENT SUPERVISION OF DOCTORAL THESIS**

(PURSUANT TO THE PROVISIONS OF ARTICLE 11.8, ROYAL DECREE 99/2011, OF 28 JANUARY,  
GOVERNING OFFICIAL DOCTORAL STUDIES)

**Doctoral candidate/Student<sup>1</sup>:**

**Fiscal ID Number/Passport:**

**Program:**

**Place where research will be conducted<sup>2</sup>:**

**Tutor:**

**Thesis supervisor:**

**Date of initial enrolment:**

### **1. Purpose**

This document is an agreement entered into by *Universidad Autónoma de Madrid*, the doctoral candidate, his tutor and/or Thesis Supervisor(s) and the Doctoral Program Coordinator. It describes the doctoral thesis supervision requirements and the rights and obligations of the doctoral candidate. It also describes conflict resolution procedures as relevant regulations regarding intellectual and industrial property in relation to research work.

### **2. Mutual collaboration**

Within the limits of their respective roles, the relevant Vice-Chancellor, the Doctoral Program Coordinator, the Thesis supervisor, the tutor and the doctoral candidate agree to set collaboration terms that will make it possible to submit the Research Plan and develop and defend the doctoral thesis within the timeframes and following the procedures laid out in the applicable regulations.

1 In this document the use of masculine pronouns is used in a generic sense according to linguistic uses, and also includes the feminine.

2 Place where research will be conducted (School, Center, Institute and/or Department where the Student will conduct his research), with a view to facilitating monitoring.

### **3. Regulations**

The signatories of this agreement state that they are cognizant of the general regulations in force governing doctoral studies (Royal Decree 99/2011) and the specific regulations of *Universidad Autónoma de Madrid*. They agree that the provisions therein contained will govern the preparation and defense of the doctoral thesis to which this agreement refers.

### **4. Obligations of doctoral candidate/student**

- Every academic year, pay the corresponding fees to the School providing the Program.
- Prepare the Research Plan in less than six months from the date of enrolment. Please note that the consent of the Research Ethics Committee of UAM must be secured if research is being conducted on human beings or uses samples of human origin, implies the collection and processing of personal data that may affect any fundamental rights, or requires experimenting on animals or the use of biological agents or genetically modified organisms, in accordance with the existing laws.
- Keep the Director abreast of progress on the research, any problems encountered and any results obtained.
- Follow the indications supplied by the Tutor and/ or Supervisor on educational activities and research work to be completed and conducted.
- Use the research facilities and materials provided appropriately.
- Take the required examinations on any activities conducted within the timeframes agreed.
- Provide as much information as may be requested for the purposes of the indicators included in the Quality Guarantee System of the Doctoral Program.

### **5. Obligations of Tutor and/or Thesis Supervisor**

- Regularly authorize, supervise and follow up the educational activities carried out by the doctoral candidate/Student.
- Guide and advise the Student as necessary.
- Ensure that the Student pursues his initiatives and develops the necessary skills to be able to conduct research individually.
- Every year, produce assessment/monitoring reports regarding the Student's Research Log and Plan, and submit said reports in advance to the Academic Commission, so that the Commission may indicate its agreement or disagreement, within the timeframes set.

**6. Obligations of Doctoral Program Coordinator, on behalf of the Academic Commission of the Program**

- Assign a Supervisor to the doctoral candidate admitted to the Program.
- Assign a Thesis Supervisor and a Co-supervisor if needed. Notice of assignment must be sent in writing to the doctoral candidate and the Authority charged with managing his records and files.
- Every academic year, assess the Student's Research Plan and Log.

**7. Good practices**

The Researcher in Training, the Supervisor and the Tutor agree to follow safe working practices at all times, pursuant to the legislation in force, including adopting any and all necessary measures in terms of health, safety and the prevention of occupational risks.

The doctoral candidate undertakes not to copy, without authorization, the works of other persons, in their entirety or in part, and use them as their own in the literary, scientific or artistic works or documents that may be created as a result of their research. The thesis supervisor and tutor will ensure that such copying is avoided, but disclaim all liability for the doctoral candidate's conduct.

In every case, the ***Code of Good Practices in Research*** prepared by the Research Ethics Committee of UAM and approved by the Governing Council on 8 February 2013 must be observed:

<https://bit.ly/2lu2hhT>

**8. Resolution of academic conflicts**

Any doctoral students involved in any type of academic conflict while their doctoral thesis is being conducted may address the Doctoral Program Coordinator, in order to forward it to the Doctoral Program's Academic Commission.

The Doctoral Program's Academic Commission will act as an intermediary in any academic conflict that may arise while the doctoral thesis is being conducted, including the possibility of changing the thesis tutor and/or supervisor, and will propose an amicable solution that is acceptable for the parties in disagreement.

If the conflict cannot be resolved within the Program's Academic Commission, within a reasonable period of time, the Manager of the Doctoral School will be duly informed and will arbitrate a resolution procedure within a maximum of three months.

The Standing Commission of the Doctoral School may appoint new mediators to resolve the conflict, or may forward it to the Research Ethics Committee of UAM. Upon receipt of the Committee's report, the Governing Council of the Doctoral School will adopt a decision to resolve the conflict.

## **9. Confidentiality**

The doctoral candidate agrees to keep the secrecy of all confidential data and information supplied or disclosed in any form by the Thesis Supervisor or any other member of the research team, and to use said data and information solely for the purposes of writing his doctoral thesis.

Likewise, the Doctoral Candidate will not disclose or transfer to any third parties, or if a new Thesis Supervisor is appointed, any research-related information or materials resulting from his or the group's research, in which he may have participated, without first securing the express consent in writing of the previous Supervisor or the Doctoral Program Coordinator.

## **10. Intellectual and industrial property**

The Doctoral Candidate will be the owner of any intellectual or industrial property rights to which he may be entitled under the legislation in force, and appear as co-author of any works, articles or communications disseminating the results of any research in which his contribution may be considered substantial or effective.

Should a doctoral thesis be carried out further to a contract, foreseen in Art. 83 LOU, executed by a research team to which the doctoral candidate belongs, or further to an employment or commercial contract signed by the doctoral candidate and an undertaking in the private or public sector or a Public Administration (Art. 15 bis RD 99/2011), specific provisions may be established for the assignment of certain intellectual or industrial property rights, or to generate patents, with due respect for the doctoral candidates and their copyright or inventor rights.

## **11. Open access for research dissemination**

In order to disseminate the results obtained during the preparation of the doctoral thesis as broadly as possible *Universidad Autónoma de Madrid* promotes the open publication of doctoral theses in electronic format, in line with the provisions of Article 37, Act 14/2011, of 1 June, on Science, Technology and Innovation, regarding *open access for research dissemination*.

Upon submitting his thesis, the Student agrees to assign to UAM, under non-exclusive terms, any and all rights required for dissemination, without prejudice to the author awaiting publication, in serial or

periodical research magazines, of all or part of the contributions contained in his doctoral thesis; any agreements by virtue of which the rights on all or part of the contents of the thesis may have been assigned or transferred to third parties; and the timeframes during which the rights on any research results are protected. In all such cases, a moratorium on the assignment may be requested.

**12. Duration**

This commitment will become effective upon its signing and will remain in effect until any of the following:

- Completion of defense of doctoral thesis.
- De-registration in the Doctoral Program to which the Doctoral Candidate was admitted.
- Withdrawal, submitted in writing.
- Breach of any of the provisions contained in this document or the regulations governing doctoral studies at *Universidad Autónoma de Madrid*.

Student:  Signed: Date:	Tutor (*):  Signed: Date:
Supervisor:  Signed: Date:	Supervisor (**):  Signed: Date:
Doctoral Program Coordinator:  Signed: Date:	Vice-Chancellor, Research:  Signed: José Manuel González Sancho Date:

(\*) If Tutor and Supervisor are the same person, please indicate so in this box and do not fill in the next two boxes.

(\*\*) For Co-Supervisors, the signature of both Supervisors is required.