



**COMMITMENT AGREEMENT
REGARDING THE WRITING OF A DOCTORAL THESIS IN THE FRAMEWORK OF A
DOCTORAL PROGRAMME AT THE UNIVERSITAT ROVIRA I VIRGILI**

BY AND BETWEEN

Mr María José Figueras Salvat, Rector of the Universitat Rovira i Virgili (hereafter, URV) by virtue of Decree 32/2018, of 7 June (DOGC 7638, of 8 June 2018), who represents this institution in accordance with the competencies established in article 66 of the Statute of the URV, which was approved by Decree 202/2003, of 26 August (DOGC 3963, of 8 September 2003) and modified by the agreement GOV/23/2012, of 27 March 2012 (DOGC 6100, 2 April 2012),

Mr/Ms <name and surnames DOCTORAND>, of legal age, with identity card number (or passport number) <document number>, and acting and representing himself/herself,

Mr/Ms <name and surnames DIRECTOR>, of legal age, with identity card number (or passport number) <document number>, and acting and representing himself/herself,

And Mr/Ms <name and surnames TUTOR>, of legal age, with identity card number (or passport number) <document number>, and acting and representing himself/herself.

These parties

DECLARE

1. That Mr/Ms <name and surnames > participates as a doctoral student in research work that will subsequently be written up in the form of a doctoral thesis as part of the research line <name of the research line>. This research line is being carried out under the supervision of Dr <name of the thesis director> and Dr <name of the thesis DIRECTOR 3 o 3> and under the tuition of Dr [*nom del tutor*]. The doctoral thesis can be carried out at the URV or at any other institution with which the URV has entered into an agreement for this purpose.

2. That, in order to carry out the doctoral thesis and the handle and exchange the results and information generated, the parties are interested in regulating the functions, obligations and



rights of the doctoral student, the thesis supervisor and the thesis tutor, and their relationship with the Universitat Rovira i Virgili, and, if applicable, the collaborating institution.

For this reason the four parties sign the present agreement in conformity with the following

CLAUSES

ONE. OBJECT OF THE AGREEMENT

The object of the present agreement is to establish the functions, rights and obligations of the doctoral student, the thesis supervisor and the thesis tutor, and to establish the procedure for resolving disputes and any issues pertaining to the intellectual and industrial property rights that may be generated by the research carried out during the writing of the doctoral thesis.

TWO. DURATION

This commitment agreement will come into force from the moment at which the researcher registers for a doctoral thesis at the URV, and will terminate for one of the following reasons:

- 1) The doctoral student has successfully defended their thesis and requested the issuance of their doctoral degree certificate by the URV.
- 2) The doctoral student has decided not to continue with their doctoral thesis.
- 3) The doctoral student's registration for the doctoral thesis is definitively rescinded.
- 4) There is an infringement of any of the clauses in the present document or in the Regulations that govern the procedures of admission, production, authorization, assessment or appointment of examination panels regarding doctoral theses at the URV.

THREE. RIGHTS AND OBLIGATIONS

The rights and obligations of the doctoral student are governed by article 14 of the Regulations of the Postgraduate and Doctoral School of the URV, which were approved by the Governing Council on 11 July 2013. The functions and the rights and obligations of the thesis tutor and thesis supervisor are governed by articles 12 and 13 of the same Regulations and, if applicable, by the agreement entered into with the collaborating institution.

The URV will recognize the functions and responsibilities of the supervisor and the tutor in accordance with the current regulations of the URV.



FOUR. GOOD PRACTICES

In accordance with the current legislation, the doctoral student, the supervisor and the tutor agree to follow safe working practices at all times, including the adoption of the necessary measures regarding health, safety, IT incidents and workplace risk prevention. They also agree not to plagiarize someone else's work and present it as their own in the literary, scientific or artistic documents that may be generated as a result of the research carried out during the doctoral thesis. Likewise, if the doctoral student conducts experiments on living animals, the doctoral student and the thesis supervisor declare that they are aware of and agree to comply with the current legislation and the regulations governing ethics, animal experiments and biosafety.

The doctoral student and the thesis supervisor agree to comply with all ethical principles regarding human dignity, confidentiality and non-discrimination, and to obtain written informed consent from any individuals involved in their work.

All signatories of this document must clearly state their affiliation to the URV in any publications that may derive from the research that they carry out during their doctoral studies. Researchers affiliated to other research structures (institutes, observatories, etc.) must also clearly state their affiliation to the URV. Researchers must state their affiliation to the URV in accordance with the [Directives regarding institutional signatures and affiliations](#) as approved by the Committee for Scientific Policy and Transfer.

FIVE. INTELLECTUAL OR INDUSTRIAL PROPERTY

5.1 Doctoral students have the right to be recognized as the owners of any intellectual or industrial property rights that may correspond to them in accordance with the current legislation (intellectual property: Royal Decree 1/1996 of 12 April; industrial property: Patents Law 11/1986, of 20 March, and Royal Decree 55/2002, of 18 January) and with the URV's Regulations governing intellectual and industrial property rights, approved by the Governing Council on 30 April 2009 or, if applicable, in accordance with the provisions of the agreement with the collaborating institution and the contract that they have signed. Likewise, doctoral students have the right to appear as co-authors on all articles and papers that report research in which they have actively participated.

5.2 Doctoral students have the right to exercise the intellectual property rights resulting from their training activities during the research, in proportion to their contribution and in accordance with the current legislation. The aforementioned rights are independent of, compatible with and additional to any other rights that may result from the research carried out, notwithstanding the conditions applicable to collaborative research that the doctoral student participates in or is linked to. Irrespective of the rights of ownership corresponding to the parties, and/or the collaborating institution, the doctoral student is obliged to communicate, through the principal researcher, any results deriving from their research training that may lend themselves to exploitation. Should it be deemed appropriate, the URV may disseminate the aforementioned results provided that it observes all relevant intellectual or industrial property rights.



5.3 Doctoral students will be subject to the current legislation on university patents and the regulations approved by the Universitat Rovira i Virgili, and, if applicable, the regulations of the collaborating institution, regarding any eventual industrial property rights to the research results. Any money that they may receive from the exploitation or concession of the aforementioned rights does not constitute a salary under any circumstances.

5.4 Doctoral students shall inform the URV of any changes to their address so that the URV can inform them of their obligations regarding the administration of intellectual or industrial property rights in any countries in to which the URV decides to expand.

If doctoral students do not inform the URV of any changes to their address, they must inform the URV of the manner and the place in which they wish to receive any income resulting from the intellectual or industrial property rights with which they are associated.

SIX. CONFIDENTIALITY

6.1 The doctoral student agrees to maintain absolute confidentiality regarding any confidential data or information that is revealed to the doctoral student either orally, graphically, in writing or by any other means by the thesis supervisor or tutor or any other member of the research team in which the doctoral student is involved. Likewise, the doctoral student may not reveal, communicate, give or disseminate to a third party any information relating to the doctoral student's work, and may only use such information for the purpose of writing their doctoral thesis.

6.2 The doctoral student may not reveal any confidential information from the research projects in which they participate without first obtaining express written authorization from the thesis supervisor or the thesis tutor. If necessary, the doctoral student may follow the special procedure regarding the authorization and defence of doctoral theses that are subject to process of knowledge and technology transfer that in turn are governed by the Regulations on the procedures of admission, production, authorization, assessment and appointment of examination panels for doctoral theses at the Universitat Rovira i Virgili.

6.3 The doctoral student must sign any confidentiality agreements that may be required of them by the thesis supervisor, the thesis tutor or the director of the research project. All confidentiality agreements will remain in force even after the administrative and working relationship between the doctoral student and the Universitat Rovira i Virgili has terminated.

SEVENTH. SPECIFIC CLAUSES FOR GRANTS OR AGREEMENTS

If the doctoral student is the recipient of a grant or studying in the framework of an agreement with a company or an institution while carrying out their doctoral thesis, the specific clauses of



confidentiality, and intellectual and industrial property contained in the grant or agreement will be applied.

EIGHT. MODIFICATION

This agreement may only be modified with the explicit and express written consent of all the parties.

NINE. DISPUTES RESOLUTION

In the case of non-compliance with the commitments included in this document, or if any other dispute should arise, the parties agree to communicate the problem to the Postgraduate and Doctoral School, which will follow the procedure approved by its Management Committee in order to resolve the problem.

If the doctorate is carried out in collaboration with other institutions, the parties will abide by the provisions of the collaboration agreement, with which the signatories of the present agreement must be familiar.

TEN. WITHDRAWAL

In the event that the doctoral student decides to withdraw from the doctoral programme, they agree to inform the director of the Postgraduate and Doctoral School of the reasons for their withdrawal in writing.

ELEVEN. INSTITUTIONAL DEPOSIT

Once doctoral students have successfully defended their doctoral thesis, they must present a hard copy and an electronic copy of it to the Postgraduate and Doctoral School so that it can be deposited in the appropriate institutional archive.

TWELVE. INFORMATION REGARDING PROFESSIONAL CIRCUMSTANCES

If possible, doctoral students will provide the Postgraduate and Doctoral School with data regarding their professional circumstances for up to five years after obtaining the degree of doctor. The Postgraduate and Doctoral School will use these data solely to compile statistics regarding the professional careers of its doctoral graduates.

And as proof of conformity with the preceding stipulations, the parties sign the present agreement in the place and on the date indicated below.

Signed in Tarragona [date]

FOR THE UNIVERSITAT ROVIRA I VIRGILI
THE DIRECTOR OF THE POSTGRADUATE AND DOCTORAL SCHOOL



On behalf of the rector in accordance with the Resolution dated [date]

Dr. Josep Ribalta Vives

THE DOCTORAL STUDENT

Mr/Ms Sr./Sra.

THE THESIS DIRECTOR

Dr.....

THE THESIS TUTOR

Dr.

SAMPLE