

DOCUMENTAL SUPERVISION AGREEMENT

This document determines the duties of supervision, tutoring and monitoring of PhD students by the University of Santiago de Compostela (USC), it defines the conditions of the completion of the thesis, the rights and obligations of the PhD student, including the possible intellectual or industrial property rights of the research, as well as the acceptance of the procedure for resolving conflicts. This document also defines the obligations of both the tutor and the director of the thesis.

The signatories of this agreement, the PhD student, the supervisor/s of the thesis, the tutor, and the coordinator of the Doctoral programme declare to have knowledge of the current general legislation that regulates the study of doctorates (RD 99/2011, 28 of January) and the specific legislation used by the University of Santiago de Compostela, approved by the Government Council of the USC on the 12 of June 2017 (DOG nº.143, 28 July 2017) and accept what is included in said documents and subscribe to the following terms.

I. The PhD student.

The duties of the PhD student are those stated in the regulations by which the doctoral studies of the USC are regulated, in particular, the PhD student undertakes the following:

1. Carry out the educational activities programmed in the doctoral studies and further training which, in their case, have been established by the Academic Commission of the Doctoral Programme (Comisión Académica del Programa de Doctorado) (hereafter CAPD).
2. Move to the activities document, for their report, all those activities completed in relation to the development of the thesis.
3. Accomplish the research subject of the Research Plan (Plan de Investigación) in the framework established by the regulation enforceable under the tracking and supervision of the tutor and/or director, who is committed to:
 - Pay attention, observe and follow the indications and recommendations of their tutor and/or director/s of the thesis.
 - Inform the tutor and director/s regularly on the evolution of the research work, the results obtained and the problems that could arise throughout its development.
4. Submit within the specified time by the regulations, the Research Plan (Plan de Investigación) and the individualised Activities Document (Documento de Actividades individualizado), to undergo the annual evaluation of the completed activity.

5. Dedicate to the development of the Doctoral Programme (Programa de Doctorado), including the thesis, the equivalent of 35 h/week in the case of full-time dedication and 21h/week in the case of part-time dedication.
6. Submit the doctoral thesis work within the specified time by the regulations. Otherwise it will cause a termination in the doctoral programme.
7. Get to know and respect those rules on organisation, functioning and use of material and equipment in the premises where the research will take place and also those necessary in terms of occupational risk prevention.

II.The tutor.

The tutor will ensure that there is good and fluent interaction between the PhD student and the CAPD, facilitating the necessary orientation and advice. The tutor will issue on an annual basis the valuation/monitoring reports on the Activities Document and Research Plan (Documento de Actividades y el Plan de Investigación), provided to the CAPD.

III. The director of the thesis

The director of the thesis undertakes, from the date of designation as such by the CAPD, to supervise and do continuous monitoring of the research work done by the PhD student, being responsible for the coherence and suitability of the training activities and also to guide and advise the student encouraging their initiative and with the objective that they will achieve autonomy in the research task.

The director will issue on an annual basis the valuation/ monitoring reports on the Activities Document and Research Plan (Documento de Actividades y el Plan de Investigación), provided to the CAPD, and will assure the development of a thesis with guaranteed quality.

IV. Authorised profile.

The person appointed as the tutor or director of the PhD student, is committed to transmit the software applications of the necessary documents for the monitoring of the PhD student regulated by the Royal Decree 99/2011 (research plan, activities, annual reports....). The appointment of such person is the competence of the CAPD.

V. Confidentiality

The PhD student is committed to use the information obtained exclusively for the development of the thesis and to maintain the confidentiality of the information given by the director of the thesis, the tutor or any other member of the research team and, in general, any information of the USC to which they have access to during the development of the thesis, and especially if it is subject to an agreement of confidentiality with a third party, not unveiling it in any way without express authorisation.



Furthermore, the PhD student will maintain the data obtained during the development of their research work in confidence and is also committed to not reveal or transmit it to third parties, not even in the case of changing the direction of the thesis, information on data, works or materials used as the result of the research whether done individually or in a team, without having appropriate authorisation from the previous thesis director clearly indicated in writing. The agreement of confidentiality and secrecy will continue taking effect and will be binding even after the end of the relationship between the PhD student and the USC.

The director of the thesis, the tutor, or any other member of the research team in which the PhD student participates, in order to elaborate their thesis, will have to commit to observing the duties of academic loyalty, respecting the confidentiality of the results obtained by the PhD student and avoid any situation which will violate its industrial or intellectual property rights.

VI. Publications

The PhD student will be able to disseminate or publish the information or results related to the research activities by means of any type of scientific publication, congresses or conferences according to the normal academic practice, or for inclusion in the doctoral thesis to be presented in accordance with the rules and regulations of the USC with previous authorisation by the director of the thesis, to whom a copy of what is to be published is given for their revision and evaluation.

The dissemination of research results, when they generate industrial property rights, will be conditioned to its previous protection by the mechanisms legally established, unless the USC authorises it expressly.

In any publication or scientific presentation, the PhD student will mention the affiliation and collaboration of the USC.

VII. Intellectual and industrial property

The intellectual property rights of their thesis will correspond to the PhD student as an original creation recognised by the current legislation. Furthermore, the PhD student will be granted with the moral or personal right as the author or co-author in all the works, articles and communications where the results of the research will be published and in which their contribution is considered substantial and effective.

In those cases where the PhD student has a working relationship with the USC and/or their research work is part of the research project by the director of their thesis or any member of the group they belong to and therefore leads to results which can be subject to protection by means of a patent or any other title of industrial or intellectual property that the right recognises and are not subject to previous property or protection by the USC or a third party, the ownership and all the property rights will correspond to the USC. However, further to the substantial and effective contribution by the PhD student in the achievement of such results,



the USC must mention them as inventor or author and will have the right to share the profits derived from the possible commercial exploitation of the results according to the rules established in the USC and its intellectual contribution.

VIII. Rights protection.

In the case that the thesis is subject to protection rights or there are clauses of confidentiality with a third party, the signatories of this document undertake not to disseminate the contents affected by such rights and to continue with the proceeding established by the USC to achieve such protection.

If during the development of the thesis a susceptible result of protection arises through any of the titles recognised by Law, this must be communicated to the USC and will be reflected by modifying the supervision agreement.

IX. Conflicts resolution.

In the case of there being any conflicts derived from the breach of any of the ends of the present agreement, or by any other clause related to the development of the doctoral thesis, including the direction of the thesis, both parties must inform the CAPD which can act as a mediator. If the mediation does not solve the conflict then it will be communicated to the School of Doctoral (Escuela de Doctorado) who will solve it. Both parties will be submitted to the proceeding established in the regulation of the USC with the consequences and expected results, without prejudice of the subsequent appeals which legitimately proceed.

X. Effect

This document takes effect from the date of signing until the defence of the doctoral thesis. It shall cease to have effect in the case of breach of any of the planned clauses or the governing regulations of the doctoral studies at the USC, except for the agreements and obligations made with regard to confidentiality and industrial and intellectual property.

XI. Additional disposition

All references to the PhD student, tutor, director, etc. are understood as generic without identifying their sex, therefore including both the female and male gender.

XII. Final disposition

The people concerned sign this document via annex I (joint declaration) and annex II (individual declaration).

This document takes effect after its publication on the website of the USC.