**SPECIFIC AGREEMENT BETWEEN THE UNIVERSITY OF ALCALÁ AND THE UNIVERSITY OF NAME OF THE INSTITUTION FOR THE** **JOINT SUPERVISION OF A DOCTORAL THESIS**

**The University of Alcalá** (*henceforth referred to as UAH),* represented by the Vice President for Research and Transfer, Mr. Francisco Javier de la Mata de la Mata, in the exercise of the authority conferred on him by the Rector of the same University (Resolution of the 31 st of May, 2022, BOCM no. 136 of the 9 th of June, 2022).

**And for the University of** name of the other University , represented byname of the Vice Rector/President , in the name and on behalf of the same University and in the exercise of the authority conferred on him/her in accordance with the provisions stipulated in corresponding regulation and date of publication of the same.

Both representatives, recognizing mutual legal capacity, enter into this present contract in representation of their respective entities, and to that effect

**DECLARE**

A common desire to initiate and implement scientific cooperation between the research teams at both institutions, and facilitate mobility of doctorate students.

**CHAPTER I. RELEVANT LEGISLATION**

**For the Spanish party:**

* Royal Decree 99/2011 of 28 January, which regulates the official teachings of doctorate (BOE February 10, 2011), as amended by Royal Decree 195/2016, of 13 May, which establishes the requirements for the issuance of the European Supplement to the University Title of Doctor (BOE 3 July 2016) and Royal Decree 576/2023, of 4 July (BOE 18 July 2023).
* Joint Supervision of a Doctoral Thesis Regulations of the University of Alcalá. Approved by the Governing Council on 26 May 2022, amended by Governing Council on 16 October 2024.

**For the** indicate nationality  **party:**

Indicate relevant legislation in the other country:

**CHAPTER II. ADMINISTRATIVE CONSIDERATIONS**

**Clause 1.**

The University of Alcalá and the University of name of the University have mutually decided, in compliance with the laws and regulations in force in each of their respective countries, and in accordance with the internal regulations of each University, to establish the joint supervision of a doctoral thesis to the benefit of the student:

* Surname(s) and name:
* DNI/current identification document:
* Date and place of birth:
* Nationality:
* Doctorate programme:
* Title of the doctoral thesis:

**Clause 2**

The time of preparation of the thesis will be that established by the permanence of the doctoral student covered by this agreement, in accordance with the provisions of Article 3 of Royal Decree 576/2023, amending Royal Decree 99/2011, of 28 January, which regulates official doctoral studies and will be divided between the UAH and XXXXXXXXXXX by alternative periods of stay in each of them. The minimum period of study at each of these Universities will not be less than 6 months, whilst the remaining time will be spent at the other University, as specified below:

INCLUDE THE STUDY PERIOD TIMETABLE. The period of study at each University must be specified.

|  |  |
| --- | --- |
| **University of Alcalá** | **Name of the other University** |
|  |  |

One variation in the duration of these periods will be authorised, on petition of the thesis supervisors at each University, by the Vice President responsible for doctoral matters at the University of Alcalá and by the governing body corresponding to the other signatory country.

**Clause 3**

The doctoral student will apply for admission to the corresponding doctoral programme and will enrol at each of the two universities, paying the enrolment fee at both centres.

The doctorate student will be admitted as a student at both universities, and will be entitled to use the services and structures of each.

**Clause 4**

The expenses incurred by the performance of the members of the examining board will be the responsibility of the University where the thesis defence takes place.

In the event that the Doctoral Thesis defence takes place at the University of Alcalá, funding will be provided in accordance with the same criteria used for theses with an international mention.

**CHAPTER III. ACADEMIC CONSIDERATIONS**

**Clause 5**

The envisaged title of the doctoral thesis is title of the thesis.

The doctoral thesis supervisors are:

* Dr. name and surname(s) of the thesis supervisor. ACADEMIC CATEGORY MUST BE INCLUDED member of the Department of name of the department at the UAH.
* Dr. name and surname(s) of the thesis supervisor. ACADEMIC CATEGORY MUST BE INCLUDED member of the Department of name of the department at the name of the other University.

Both undertake to exercise their supervisory role fully, in order that supervision of the doctorate student and coordination of their activities give rise to information exchange and periodic meetings.

Should one of the joint supervisors leave their institution, the appropriate procedures will be implemented at the said institution to replace the supervisor. Where it is not possible to identify an appropriate joint supervisor, the Agreement will be rescinded and the doctorate student will continue his or her doctorate studies at the institution of the other joint supervisor.

**Clause 6**

The thesis will be written and presented in indicate language and completed with a written summary in indicate language.

The thesis will be subject to a single defence at either of the two Universities indicate the University where the defence will take place.

**Clause 7**

The procedure for admission and enrolment onto doctorate studies and submission, defence, description and reproduction of the doctoral thesis will be that which regulates third cycle studies of each of the Universities.

Permission for the examination of the thesis must be granted in accordance with the procedure and the requirements of the respective regulations and the protocol of each of the Universities. At all events, should the thesis be examined at the University of Alcalá, the doctoral candidate must also present an official certificate accrediting the time spent at the relevant foreign university (at least six months).

The examination of the thesis may not take place in a period of less than one year from the signing of the agreement, and there must be at least one annual evaluation of the doctoral student at the University of Alcalá

**Clause 8**

The examining body before which the thesis is to be defended will be designated by mutual consent between the two Universities, and composition shall be in accordance with the rules of the university where the examination is to be held.

In the case of conflicting legislation, and where this is not specifically envisaged in this present Agreement, this conflict will be resolved by the Vice President responsible for doctoral matters at the UAH and by the name of the relevant body at the University of name of the other University.

**Clause 9**

In virtue of the present Agreement, the UAH and the University of name of the other University acknowledge the validity of the doctoral thesis defended by Mr/Mrs/Ms name of doctorate student and each of the Universities undertake to issue the corresponding doctorate degree: Doctor of the University of Alcalá and name of the degree awarded and of the other University.

**Clause 10**

The publication, exploitation and protection of the results of the research conducted will be guaranteed by the two institutions in accordance with the procedures specific to each country.

Protection of intellectual property rights corresponding to the thesis subject matter, and the publication and exploitation of the registered scientific results will comply with current legislation and will be implemented in accordance with the pertinent procedures specific to each of the two countries cosignatories to this present Agreement.

**Clause 11**

The doctorate student will be responsible for informing the Vice President responsible for doctoral matters at the UAH or the name of the relevant body at the University of name of the other University, in writing, of any change to this present Agreement.

This present Agreement will be rescinded if the doctorate student does not enrol at either of the two academic institutions.

**Clause 12**

The modification of any of the provisions of the specific co-supervision agreement may only take place on a strictly exceptional basis and will require the agreement of the Academic Committee of the relevant doctoral programme and of the thesis supervisors, as well as the prior authorization of the Vice President responsible for doctoral matters. Should a substantial modification be required, an addendum to the agreement will be made, which must be approved by the Governing Council of the University of Alcalá.

**CHAPTER IV. DATA PROTECTION**

The personal data collected as a result of this Agreement shall be processed and incorporated into the information management systems for which, where appropriate, the signatory parties shall be responsible for the purposes of successfully carrying out this Agreement, adopting the necessary technical and organizational measures to ensure the security of the personal data provided, which prevent its alteration, loss, treatment or unauthorized access, provided both in the regulations in force at national level, in the LO 3/2018 (LOPDGDD), and in the European General Data Protection Regulation (RGPD).

Both parties expressly declare that they are aware that they are bound to comply with the aforementioned regulations, especially with regard to the duty to inform the owners of the personal data, the duty of secrecy and confidentiality, the security measures, their conservation during the legally established periods, and the corresponding Agreement to be signed between the data controllers.

Each of the parties undertakes not to disseminate, transfer or communicate to other persons, under any aspect, except in the cases provided for by law, the information to which it may have had access during the term of this Agreement, and may apply and use it only for the purpose foreseen as a consequence of the same or for the execution of the same, in accordance with the provisions of the current national and Community personal data protection regulations. This obligation shall continue to apply even after the expiry of the aforementioned Convention.

The owners of the personal data processed in relation to the management and execution of this Agreement may exercise their corresponding rights, and in the case of the University of Alcalá, by writing to the Data Protection Delegate (Colegio de San Ildefonso, Plaza de San Diego, s/n. 28801 Alcalá de Henares. Madrid) or by e-mail (protecciondedatos@uah.es), enclosing a copy of your ID card or equivalent. In the event of a dispute, an appeal may be lodged with the Spanish Data Protection Agency. For more detailed information, please consult the University's Privacy Policy.

Both parties agree that the personal data processed as a result of the execution of this Agreement will not be processed for commercial purposes.

Each party shall be responsible for the processing of personal data that it carries out. Thus, the Entities signatory to the Agreement shall be exclusively liable for the infringements that they have incurred due to non-compliance with the obligations assumed in this Agreement on data protection or in the confidentiality agreement signed.

**CHAPTER V. TERM OF CONTRACT**

This present Agreement will be valid for the jointly supervised period of preparation of the doctoral thesis, which will not exceed 4 years from the date of signing.

At any time before the end of the aforementioned period, the signatories of the agreement may unanimously and expressly agree to extend the agreement for a period not exceeding the date of permanence of the doctoral student, provided that it does not exceed the four years established in article 49 h of Law 40/2015, on the Legal Regime of the Public Sector.

This agreement shall be signed in Spanish and in the language or languages requested by the other university.

|  |  |  |
| --- | --- | --- |
| For the University of name of the other University |  | For the University of Alcalá |
| In place, on the day of month of year |  | In place, on the day of month of year |
| The Vice Rector/President of the other University Name of the Vice Rector/President of the other University  |  | The Vice President for Research and Transfer Francisco Javier de la Mata de la Mata |
| The Supervisor/Tutor of the doctoral thesis (University of name of the University)Name |  | The Supervisor/Tutor of the doctoral thesis (University of Alcalá)Name |
| The StudentName |

**APPENDIX I. Standard Contractual Clauses for the Transfer of Personal Data to Third Countries**

The entry into force of the[”Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ”](https://www.boe.es/buscar/doc.php?id=DOUE-L-2021-80739) *[DOUE 07/06/2021]* makes it necessary to complete the following information.

* ***Responsible for personal data.‐*** *The personal data will be treated by the signatories of the Agreement, the Universidad de Alcalá and the University xxxxxxxxxxxcx as stated in the same.*
	+ *Data exporter:*

# University of xxxxxxx

[Indicate the address xxxxxxxX]

Contact: [Indicate the Service or Contact Unit of the University xxxxxxx], as well as the e-mail address].

Activities related to the processing of transferred data: execution of the Collaboration Agreement signed between the two Parties.

Contact for queries on data protection of the University of xxxxxx]

# Universidad de Alcalá

Plaza de San Diego, s/n. 28801 Alcalá de Henares. Madrid. España

Contact: Vicerrectorado de Investigación y Transferencia vicer.investigacion@uah.es, Servicio de Estudios Oficiales de Posgrado escuela.doctorado@uah.es

Activities related to the processing of transferred data: execution of the Collaboration Agreement signed between the two Parties.

Contact for data protection inquiries: Data Protection Officer (protecciondedatos@uah.es)

* ***Categories of data subjects or owners of the personal data transferred.‐*** *The personal data transferred refers to the following categories of data subjects: doctoral student who will carry out the doctoral thesis under co-supervision.*
* ***Rights of interested parties.‐*** *The data importer shall process without undue delay, and at the latest within one month of receipt of the query or request, the queries and requests it receives.*

The interested party will be informed of the processing of their personal data in accordance with the corresponding informative legends, which will be communicated to them in the form or by the means that the competent services or bodies deem appropriate, always leaving a record of the information provided.

* ***Repairs.****‐ The data importer will inform the data subjects in a transparent manner and in an easily accessible format, of the authorized point of contact to process complaints. In the case of the University of Alcalá, they will be carried out before the Data Protection Delegate (**protecciondedatos@uah.es**), and, ultimately, before the Spanish Data Protection Agency (Agencia Española de Protección de Datos)* [*(www.agpd.es*](http://www.agpd.es/)*).*
* ***Categories of processed data transferred.‐*** *In accordance with the principle of minimization, only the data necessary for the procedure carried out in each specific case will be processed. This data may include:*
	+ *Identification data: Name and surname(s); DNI/NIF/identifying document; Address; Telephone; E-mail; Signature; Electronic signature; Image; Voice; Group to which he/she belongs..*
	+ *Personal characteristics data: Family data; Place and date of birth; Age; Sex; Nationality; Degree of disability; Questions related to health conditions, such as allergies or food intolerances; Status as a victim of terrorism; Status of gender violence.*
	+ *Academic and professional data: Education; Degrees; Academic history; Participation in university exchange program; University exchange program.*
	+ *Job details: Body/Scale; Category/Grade; Job details; University employee history; Main breadwinner's profession in the case of scholarship extension.*
	+ *Economic-financial data: Revenues; Income; Investments; Capital assets; Bank details.*
	+ *Data on social circumstances: Hobbies and lifestyle; Membership in clubs and associations; Licenses, permits and authorizations.*
* ***Sensitive Data*** *(if applicable).‐ The personal data transferred refers to the following categories of sensitive data: Information on the health and disability of the doctoral candidate, if applicable (with consent).*
* ***Receivers.‐*** *Personal data transferred may only be disclosed to the following recipients or categories of receivers:*
	+ *Authorized personnel of the institutions*
	+ *Governmental agencies and regulatory authorities as required or authorized by law*
	+ *The Institution's insurance company*
	+ *Subjects related to housing issues and/or others derived from the Collaboration Agreement, and with whom the corresponding confidentiality obligation has been signed.*

In general, the data will only be transferred in the cases provided for by law to the following bodies: State Administration bodies (Ministry of Education, Culture and Sports); Autonomous Community bodies (Ministry of Education, Youth and Sports of Madrid; Ministry of Education, Culture and Sports of Castilla-La Mancha); Banks, savings banks and rural banks; Insurance companies; and University and institution of destination of the members of the university community.

* ***Transfer frequency.‐*** *Transfers will take place at the beginning and end of the corresponding academic years in order to carry out the execution of the Agreement signed between the Parties.*
* ***Nature of treatment.****‐ The data will be processed for the purpose of executing the Agreement signed between the Parties.*
* ***Purpose(s) of the transfer(s).‐*** *The transfer is made for the following purposes: administrative, academic and economic management derived from the correct execution of the Agreement signed between the Parties, as well as the use of such data for statistical purposes.*

All personal data communicated by the Parties for the purpose of the Agreement shall be confidential and shall be used exclusively for the purposes of the Agreement, and may not be used for any other purpose, nor be communicated, even for mere storage, to other persons, except to those to whom the Parties are legally or contractually obliged to communicate them. This obligation shall remain in force even after the termination of the said Convention.

In any case, the data importer may only transfer the data for other purposes with the consent of the data subject, if it is necessary for the exercise of his/her rights of defense, or if it is necessary to protect his/her vital interests or those of third parties.

* ***Time period for the conservation of personal data.****‐ The data collected will be kept for the time legally established and necessary to fulfill the purpose for which they were collected and to determine the possible responsibilities that may arise from that purpose and the processing of the data. The provisions of the archives and documentation regulations shall be applicable..*

In any case, appropriate technical and organizational measures shall be put in place to ensure compliance with this obligation to limit the retention period, such as the deletion or anonymization of all backup copies at the end of the processing..

* ***Transfer to sub-processor(s).****‐ Subcontracting or subcontracting of the processing of personal data is not foreseen. In the event of their existence, the provisions of the Annex to the signed Collaboration Agreement shall be taken into account and everything related to the subcontractor shall be reflected in the corresponding document.*

# Technical and organizational measures to ensure data security

* + *The UAH Register of Processing Activities is published on the data protection website. (*[*https://www.uah.es/es/conoce‐la‐uah/organizacion‐y‐gobierno/equipo‐de‐direccion/secretaria‐*](https://www.uah.es/es/conoce-la-uah/organizacion-y-gobierno/equipo-de-direccion/secretaria-general/proteccion-de-datos-de-caracter-personal/)[*general/proteccion‐de‐datos‐de‐caracter‐personal/*](https://www.uah.es/es/conoce-la-uah/organizacion-y-gobierno/equipo-de-direccion/secretaria-general/proteccion-de-datos-de-caracter-personal/)*) and also on the Transparency Portal* [*(https://transparencia.uah.es/es/*](https://transparencia.uah.es/es/)*)*
	+ *The organizational, operational and protective security measures implemented correspond to those provided for in Annex II (Security measures) of the* [*Royal Decree 311/2022, of May 3, which regulates the National Security Scheme.*](https://www.boe.es/buscar/act.php?id=BOE-A-2022-7191)

In the event of a breach of security of the data processed by the importer, the importer shall take appropriate measures to remedy the breach and mitigate the possible negative effects. In any case, if the breach poses a risk to the rights and freedoms of data subjects, the importer must notify the exporter and the independent supervisory authority without undue delay, and the data subjects themselves if the risk is high.

More information can also be found in the Privacy Policy of the University of Alcalá [(https://www.uah.es/es/politica‐privacidad/](https://www.uah.es/es/politica-privacidad/)) or on the Data Protection Unit's web site [(https://www.uah.es/es/conoce‐la‐uah/organizacion‐y‐gobierno/equipo‐de‐direccion/secretaria‐](https://www.uah.es/es/conoce-la-uah/organizacion-y-gobierno/equipo-de-direccion/secretaria-general/proteccion-de-datos-de-caracter-personal/) [general/proteccion‐de‐datos‐de‐caracter‐personal/](https://www.uah.es/es/conoce-la-uah/organizacion-y-gobierno/equipo-de-direccion/secretaria-general/proteccion-de-datos-de-caracter-personal/)), as well as in the Information Security Policy of the University of Alcalá

[(https://www.uah.es/export/sites/uah/es/conoce‐la‐uah/organizacion‐y‐gobierno/.galleries/Galeria‐](https://www.uah.es/export/sites/uah/es/conoce-la-uah/organizacion-y-gobierno/.galleries/Galeria-Secretaria-General/Politica-de-Seguridad-informacion.pdf) [Secretaria‐General/Politica‐de‐Seguridad‐informacion.pdf](https://www.uah.es/export/sites/uah/es/conoce-la-uah/organizacion-y-gobierno/.galleries/Galeria-Secretaria-General/Politica-de-Seguridad-informacion.pdf))

* ***Competent Control Authority.‐*** *The supervisory authority of the country responsible. In this case, the Spanish Data Protection Agency* [*(www.agpd.es*](http://www.agpd.es/)*).*
* ***Responsibility.‐*** *Each party shall be responsible for the processing of personal data it carries out. Thus, the Entities signatories to the Agreement shall be exclusively liable for the infringements in which they have incurred for breach of the obligations assumed in this Agreement on data protection or in the Confidentiality Agreement signed.*
* ***Supervision.‐*** *The data importer consents to submit to the jurisdiction of the competent supervisory authority and to cooperate with it..*
* ***Country law and practices affecting the enforcement of standard clauses.‐*** *The law and practices of the signatory Parties do not conflict with the provisions herein, respecting in the main the fundamental rights and freedoms of the data subjects, and not exceeding the processing necessary and proportionate in a democratic society.*
* ***Obligations of the data importer in case of access by Public Authorities.‐*** *The importer undertakes to promptly notify the data exporter and, where possible, the data subject if it receives a legally binding request for notification of its data or if it becomes aware that public authorities have had direct access to its data.*

In addition, the importer undertakes to control the legality of the communication received, as well as to minimize the data communicated, documenting in any case its legal assessments and challenges of communication requests.

* ***Non-compliance with standard clauses.‐*** *The importer shall notify the exporter in the event that it is unable to comply with its data protection obligations. Likewise, in the event of non-compliance, the exporter shall suspend the transfer of information until compliance is assured again or the signed Agreement is terminated.*

Personal data that has been transferred prior to the termination of the Convention at the will of the exporter shall, at the exporter's option, be returned immediately to the exporter or destroyed in its entirety, as well as copies of the data.

* ***Applicable Law.‐*** *The standard clauses described above are governed by Spanish law.*
* ***Choice of forum and jurisdiction.‐*** *Any controversy derived from the described standard clauses will be judicially resolved in Spain.*