

**AGREEMENT BETWEEN THE NORWEGIAN UNIVERSITY OF SCIENCE AND  
TECHNOLOGY AND THE UNIVERSITY OF VIGO TO APPOINT PROFESSOR  
FERNANDO AGUADO AGELET AS ADJUNCT PROFESSOR**

Vigo, July 1, 2020

The Norwegian University of Science and Technology (NTNU) is represented by Professor Dr Ingrid Schjøberg, Dean of the Faculty of Information Technology and Electrical Engineering at NTNU.

The University of Vigo (UVIGO) is represented by Dr Manuel José Reigosa Roger in his capacity as Rector appointed by Decree 59/2018 of 31 May 2018, in accordance with the powers granted by Article 29 of the Statutes of the University of Vigo, approved by Decree 13/2019, of 24 January 2019.

They appear in their respective capacities and in the exercise of the powers granted by the entities they represent, and

**DECLARE**

**Firstly**, UVIGO is a public law entity with full personality and legal capacity holding its own assets, which offers higher education as a public service through research, teaching and study, performing its functions at the service of society, including the dissemination, enhancement and transfer of knowledge at the service of culture, quality of life and economic development.

**Secondly**, NTNU is a Norwegian public law entity with full personality and legal capacity holding its own assets, which offers higher education as a public service through research, teaching and study, performing its functions at the service of society, including the dissemination, enhancement and transfer of knowledge at the service of culture, quality of life and economic development.

On the grounds of the above, the parties agree to sign this collaboration agreement, in accordance with the following

## **CLAUSES**

### **First. Object of the agreement**

The purpose of this agreement is to establish and enable the secondment and mobility of Professor Fernando Aguado Agelet to take the role of "Adjunct Professor" at NTNU, Professor category 1013, with a maximum annual time commitment equivalent to 20% of a full time contract.

### **Second. Purpose and duration of the secondment**

The secondment will be linked to the purpose of the activities of an Adjunct Professor: to undertake scientific and technical research, technological development, teaching, knowledge transfer or dissemination, or the management of research centres, scientific facilities, or unique scientific programmes and projects of great importance in the field of knowledge in question, within the framework of the functions and goals of NTNU, for a period of 3 years, which may be extended with the agreement of the parties.

### **Third. Scope and effects of the secondment**

- The secondment will not alter in any way the rights and duties arising from the employment contract of Professor Aguado at UVIGO.
- The secondment of Professor Aguado to NTNU will in no way imply the existence of an employment relationship between the host entity NTNU and the professor, who will remain under contract to UVIGO as part of its teaching and research staff.
- The working conditions, including working days, working hours, public holidays, leaves and vacations of Professor Aguado will follow the schedules of, and his obligations to, UVIGO.
- Any temporary incapacity, adoption or foster care, or paternity leave will not affect the duration of the secondment.

### **Fourth. Funding**

NTNU will provide the necessary funding for the normal research carried out by Professor Aguado within the framework of this agreement in the following terms:

- NTNU will undertake to:
  - provide an annual contribution of 16,000 euros directly to UVIGO upon written request from this university as payment for hours worked by Professor Aguado.
  - cover the expenses necessary to facilitate the accommodation and working conditions of Professor Aguado at NTNU, on the same terms and conditions as for the institution's own researchers.
  - pay for all travelling costs between UVIGO and NTNU and any training residencies for Professor Aguado.

#### **Fifth. Participation conditions of research staff seconded to NTNU**

- During the period of secondment, Professor Aguado may use the facilities, common services and equipment of NTNU under the same conditions as the rest of the research staff of the entity, subject to the internal rules governing their use.
- During the period of secondment, Professor Aguado may participate in public and private calls for projects on a competitive basis, and in research contracts, accrediting his affiliation to NTNU, according to the rules of the entity.
- Similarly, Professor Aguado must accredit his affiliation to the University of Vigo in the scientific production arising from work carried out at that entity in order to facilitate the retrieval of all publications generated at the University of Vigo and maintain its academic ranking.
- Funding obtained through projects led by, or with the participation of Professor Aguado and corresponding to the University of Vigo will be managed through its own services.

#### **Sixth. Intellectual and industrial property rights**

In cases where the exploitation rights of the intellectual work created correspond to NTNU, Professor Aguado will be entitled to financial compensation based on the results of the production and exploitation of his work, which will be determined according to the internal regulations of the host entity.

Professor Aguado shall be entitled a share of any profits obtained by the entities for

which he works arising from the exploitation of the results of his research, development and innovation, under the terms established by the internal regulations of the host entity.

#### **Seventh. Obligations of the host entity**

NTNU, as a host entity, is obliged to

- a) Facilitate the secondment of Professor Aguado to a Research Centre or structure in accordance with his scientific specialisation, providing the necessary facilities and resources for his work.

Professor Aguado will be provided with any infrastructure, equipment, products and other services that are necessary for his research, at least on the same terms and under the same conditions as the research staff of the entity.

- b) Support Professor Aguado in his research activity work, ensuring that he has the ideal conditions for it. Guarantee scientific autonomy, allowing him the freedom to choose his team members, publish as a senior author and control the budget of the projects he leads.
- c) Offer Professor Aguado administrative assistance for the implementation of his activities.
- d) Facilitate training residencies for Professor Aguado according to the regulations established by the University where he is seconded.
- e) Provide reports and documents that reliably certify Professor Aguado's work performed within the framework of this agreement, as well as the reports and other documents required by UVIGO.
- f) Comply with legal obligations in order to protect personal data.

#### **Eighth. Obligations of UVIGO**

The University of Vigo, as the contractor entity, is obliged to

- a) Guarantee Professor Fernando Aguado Agelet payment corresponding to 90% of the financial support of the agreement, retaining 10% for the University of Vigo as indirect costs.
- b) Authorise the residencies requested by Professor Aguado, contingent on a favourable report by the University of Vigo.
- c) Comply with legal obligations in order to protect personal data.

#### **Ninth. Confidentiality**



- During the period of validity of this agreement, both entities may share the results obtained from the research of Professor Aguado, to the extent necessary to assess them.
- Each party agrees not to disclose to any person or entity outside the Agreement, during the term of the Agreement and after its termination, any information concerning the other party to which it may have had access as a result of the activities carried out under this Agreement, without the prior written consent of the other party, and to act with the utmost diligence to avoid the publication of any confidential information concerning these activities.

#### **Tenth. Coordination of the conditions of the research activities**

The conditions in which Professor Aguado's work will take place must be coordinated by UVIGO and NTNU, as the host institution where Professor Aguado works.

His work will be coordinated by Prof. Odd Kr. Ø. Pettersen on behalf of NTNU as Head of the Department of Electronic Systems and by Ms. Inés García Tuñón on behalf of UVIGO as Director of the Department of Signal Theory and Communications.

#### **Eleventh. Teaching activities**

Professor Aguado may carry out undergraduate and graduate teaching activities at NTNU provided that they are compatible with his teaching activity at UVIGO, including the direction of BA and MA graduation projects, as well as the direction of PhD theses.

#### **Twelfth. Health, Safety and Environmental Management**

Pursuant to the relationship established in this agreement, HSE management must be coordinated between NTNU and the University of Vigo taking into account the conditions in which Professor Aguado will work. NTNU is responsible for communicating any information and appropriate instructions regarding the existing risks in the facilities where seconded personnel will work, as well as the corresponding protection and prevention measures.

Each of the parties accepts the duties and responsibilities of the positions they hold and will undertake the necessary measures and steps to comply with them.

In order to ensure the coordination of HSE management, both parties shall designate the two people responsible for the coordination of HSE activities, who shall share any necessary information in order to ensure effective and efficient coordination.

#### **Thirteenth. Monitoring and Coordination Committee.**

In order to ensure compliance with the above clauses, a joint committee will be set up to monitor the execution of the agreement, comprising two representatives of NTNU and two representatives of UVIGO, which will act as a body supervising, monitoring and controlling the agreement, as well as promoting any other actions that may contribute positively to it, if deemed necessary.

The committee will be responsible for identifying the functions to be performed by the research staff in accordance with the objective of the second clause of this agreement.

The composition of this committee shall be as follows:

- From NTNU – The deans of the Faculty of Information Technology and Electrical Engineering, or any other member of personnel to whom they delegate.
- From UVIGO –the Vice-Chancellor responsible for Research, or any other managerial personnel to whom he or she delegates.

This committee will be chaired by the representative of NTNU who will have a casting vote, and will meet remotely when deemed appropriate.

#### **Fourteenth. Modification**

This agreement may be amended by agreement between the parties. Modifications shall be incorporated as an addendum thereto.

#### **Fifteenth. Resolution of conflicts**

Any disputes arising from the interpretation, amendment, effect or termination of the contents of this agreement will be submitted to the Monitoring and Coordination Committee.

Where it is not possible to reach an agreement within the scope of the Coordination

and Monitoring Committee, the resolution of the dispute will fall within the contentious-administrative jurisdiction.

#### **Sixteenth. Validity of the agreement**

This agreement shall enter into force on the date of its signature and, in accordance with Article 49(h) of Law No. 40/2015 of 1 October 2015, on the Legal Regime of the Public Sector, the agreement shall have a duration of three years.

#### **Seventeenth. Termination of the agreement**

This agreement will be terminated by the fulfilment of the actions that constitute its object or if incurring any cause for termination. The causes for termination are:

- a) The expiry of the term of the agreement without an extension being agreed.
- b) The unanimous agreement of NTNU and UVIGO
- c) Failure by one of the signatory parties to comply with its obligations and commitments, after requesting the failing party to comply with those obligations or commitments that are deemed to have been breached within a given period, which may not be less than 15 calendar days and no more than 2 months.
- d) A court decision declaring the agreement null.
- e) Any other cause other than the above provided for by law.

Notwithstanding the foregoing, if more than one cause for termination of the agreement is present, the parties, as proposed by the Coordination and Monitoring Committee, may agree to continue and conclude the activities currently in progress as they consider appropriate, for a maximum period of up to 9 months, which cannot be extended.

#### **Nineteenth. Extension of the agreement**

This agreement may be extended by written agreement of the parties at least 2 months before the end of the agreement.

#### **Nineteenth. Jurisdiction**

This agreement is of an administrative nature, governed by its own clauses and in all matters not covered by them, the provisions of Law 40/2015 of 1 October 2015, on the Legal Regime of the Public Sector, and other rules of administrative law will

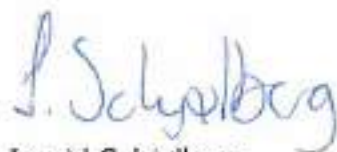
apply.

#### **Twentieth. Protection of Personal Data**

The parties undertake to comply with the provisions of Data Protection Law, more specifically with the provisions of Organic Law 3/2018 of 5 December 2018 on the Protection of Personal Data and Guarantee of Digital Rights (Regulation (EU) 2016/679) and other implementing regulations.

In witness thereof, this agreement is signed on the date of the last electronic signature.

On behalf of NTNU –



Ingrid Schjølberg

On behalf of the University of Vigo



Manuel Joaquin Reigosa Roger