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PROCEDURE FOR THE DRAWING UP OF PREDOCTORAL CONTRACTS FOR THE TRAINING OF DOCTORAL STUDENTS FUNDED BY THE UPV'S RESEARCH STRUCTURES – SUBPROGRAMME 2 (PAID-01-22)

Purpose and conditions of the programme

Predocctoral contracts for the training of doctoral researchers at the Universitat Politècnica de València (UPV) are grants that make it possible to hire graduates as trainee predocctoral research staff, through a procedure that allows them to carry out full-time research work. Their purpose is to enable research staff to simultaneously carry out research work in a specific, innovative research project, funded through a public or private call which is open when submitting the request and for the set of activities that make up the doctoral programme to lead to them acquiring the competencies and skills necessary to obtain an official doctoral degree, on the contractual basis set forth in article 21 of *Law 14/2011, of 1 June, on Science, Technology and Innovation*. It is subject to Royal Decree 103/2019, of 1 March, approving the Regulation on Research Staff.

This call is in line with the recommendations of the European Commission incorporated into the changes undertaken by the UPV to adapt to the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers (2005/251/EC).

Thus, by providing contracts for the predocctoral training of research staff funded by the UPV's Research Structures, the purpose of this programme is to allow these Structures to supplement external calls for the training of research staff, to meet the needs of the Universitat Politècnica de València.

1. Awardees

The contracts may be awarded to individuals with university degrees who, on the closing date for submitting applications, meet all of the requirements established in point 15 of this call.

The awardees of these grants shall be registered in the UPV's Research Structure to which the Dissertation Advisor belongs when the contract arises. For these purposes, by signing the candidate's application, the Research Structure's director is proposing that the Vice-Rectorate for Research register the candidate in his/her Structure if he/she is awarded the contract, as outlined in the UPV's Regulations on Official Register of Research Structures and Research Staff.

The UPV's Research Structures are governed by the *Universitat Politècnica de València's Regulations on Research, Development and Innovation Structures*, and they are registered in the *Universitat Politècnica de València's Official Register of Research Structures and Research Staff*.



2. Term of contracts

The employment contract shall be entered into on the basis of a predoctoral contract, pursuant to the provisions of article 21 of *Law 14/2011, of 1 June, on Science, Technology and Innovation*, and Royal Decree 103/2019, of 1 March, approving the Regulation on Research Staff.

The maximum term of engagement shall be 4 years, working on a full-time basis, through a one-year contract, which may be extended for subsequent yearly periods. Approval of each extension is subject to a favourable opinion being issued by the Academic Committee of the Doctoral Programme or, where applicable, the Doctoral School, for as long as he/she remains in the programme. A fourth contract year may be awarded, subject to a favourable opinion from the Academic Committee of the Doctoral Programme and a funding commitment from the Research Structure in which he/she carries out his/her research. The combined duration of the initial contract and any extensions thereof that may be granted cannot, under any circumstances, exceed four years.

However, when the contract is entered into with a person with a disability, pursuant to the provisions of article 21. c).III of *Law 14/2011, of 1 June, on Science, Technology and Innovation*, the maximum term of the contract may last for six years, including extensions, bearing in mind the characteristics of the research activity and the impact of the degree of the limitations faced when performing the work, subject to a favourable opinion being issued by the competent public employment service which, for these purposes, may obtain a report from the relevant technical disability assessment and guidance teams. For these purposes, individuals shall be deemed to be disabled according to the criteria outlined in the Consolidated Text of the General Law on the rights of people with disabilities and their social inclusion, approved by Royal Legislative Decree 1/2013, of 29 November.

Any extension shall be contingent on the funding entity's available budget being sufficient and the person who is hired continuing to meet the requirements established in this call.

When the contract is extendable and the worker continues to perform the activities that are the subject matter thereof, it shall be deemed to be extended automatically, unless a reasoned unfavourable opinion is issued by the Academic Committee of the Doctoral Programme or, where applicable, the Doctoral School, until the end of his/her maximum term.

In the event of temporary incapacity, risk during pregnancy, maternity leave, leave for adoption, guardianship, foster care and for a parent other than the biological mother and risk during breastfeeding, the clock shall be stopped for the purpose of calculating the remaining term of contract. The situation outlined in article 45.1.n) of the Consolidated Text of the Workers' Statute Act, as a measure to protect women who are victims of gender-based violence, shall also not count towards the term of contract.

Notwithstanding the foregoing, in the event that, as a result of hiring the worker on this basis, the time that remains until the maximum term of four years is reached, or six in the case of persons with disabilities, is less than one year, the contract - or extension thereof - may be entered into for the remaining time, up to the maximum term stipulated for each case.

Pursuant to articles 20 and 21 of *Law 14/2011 of 1 June*, when trainee research staff obtain a doctoral degree or complete their time in the doctoral programme, according to the purpose of the grant, the predoctoral grant shall no longer be provided. For these purposes only, the doctoral degree is deemed to have been obtained on the date of the defence meeting and approval of the doctoral thesis.

Any periods during which the awardee has availed himself/herself of other grants or equivalent financial aid of a similar nature shall be deducted from the grant's maximum benefit period, taking into account criteria such as their purpose, amount, selection process and so on, for as long as he/she benefited from it during the research phase of the doctoral programme.



3. Rights of awardees

Generally, individuals who are awarded grants under this programme shall have the following rights:

- a) To receive the necessary assistance and support from the Research Structures that they are joining to complete their studies and research programmes normally, according to the availability of those.
- b) To receive the appropriate financial support in the form established in this call.
- c) The rights established in article 14 of *Law 14/2011, of 1 June, on Science, Technology and Innovation* and the specific rights recognised in article 12 of Royal Decree 103/2019, of 1 March, approving the Regulation on trainee predoctoral research staff.

4. Obligations of awardees

Acceptance of the contract by the awardee implies acceptance of the rules established in this call, those established in article 15 of *Law 14/2011, of 1 June, on Science, Technology and Innovation*, those established by the Universitat Politècnica de València for scientific monitoring and any rules set forth by the UPV's Office of the Manager in order to justify the use of the public funds received. In view of their importance, the following obligations are listed below.

Hired trainee research staff must:

- a) Start working in the Research Structure in the period stipulated in the award decision, unless they have authorisation to postpone this, with failing to start work being understood to mean that they have withdrawn from the contract.
- b) Successfully complete the various stages of the training process, completing the thesis and participating in the research projects that they have joined.
- c) Comply with the operating rules of the Research Structure and the Universitat Politècnica de València, in terms of working full or part time, the duties to be performed, working hours and holidays.
- d) Perform the work in the Research Structure affiliated with the contract and to familiarise themselves and comply with the occupational health and safety rules in the centre, within the framework of *Law 31/1995, of 8 November, on Occupational Health and Safety*.
- e) At the end of each one-year period, they must submit the documentation requested by the programme's Academic Committee so that it may issue a favourable opinion to extend the contract.
- f) On completion of their time in this programme, they must submit the report stipulated in point 4 of section 12 of this call, no later than one month after the date on which it ends.
- g) Cite the Universitat Politècnica de València's Research and Development Support Programme (PAID-01-22) in any publications and similar resulting from the activities and research carried out during the term of the contract.
- h) Engage solely in the training and scientific/technical research activities covered by the contract, provided that they comply with the rules regarding conflicts of interests in section 11 of this call.
- i) If withdrawing from the contract, this must be reported to the Research Structure and the Vice-Rectorate for Research at least 15 calendar days in advance.



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- j) Notify the Vice-Rectorate for Research of the reading and defence of the doctoral thesis within a maximum of 5 days of the defence date. They must submit a copy of the receipt of the doctoral degree application within that period.
- k) Undergo any verification procedures performed by the UPV's Vice-Rectorate for Research, and any other checks and financial controls performed by the competent supervisory bodies from both Spain and the EU, providing any information that is requested from them when these procedures are being carried out.
- l) Inform the UPV's Vice-Rectorate for Research if they obtain any other subsidies, grants, income or funds to pay for the funded activities. This must be reported as soon as it becomes known and, in any event, before providing the supporting documentation for the application for the funds received.
- m) Keep the supporting documents for the application for the funds received, including electronic documents, as they may be subject to verifications and checks.
- n) Request the corresponding authorisation for any temporary absences.

A failure to fulfil any of the aforementioned obligations may give rise to the liabilities and consequences applicable under current employment law, as this is deemed to be a breach of contract.

5. Teaching

Research staff hired on this basis may take part in the teaching activities of one of the UPV's Departments, up to a maximum of 60 hours per year and a maximum of 180 hours during the whole length of the contract (4 or 6 years) in official Bachelor's and Master's Degree courses, in accordance with the UPV's internal regulations and guidelines, without ever hindering the fulfilment of the purpose of the contract, namely research and training. For that purpose, subject to the approval of the tutor and, where appropriate, the person leading the research project and the Board of the Department in which the teaching is being provided, the contract awardee must request authorisation from the Vice-Rectorate for Research and the Vice-Rectorate for Teaching Staff and Academic Planning, specifying the types of tasks to be undertaken and their duration.

6. Ownership of the results of research

Ownership of any industrial property that arises from the results of research in projects, contracts and agreements in which the awardees of this programme participate corresponds to the Universitat Politècnica de València, notwithstanding their right to share in any returns that are generated, in accordance with the current legislation.

From the date of signing the employment contract and up to 5 years after his/her relationship with the UPV ends, the person who is hired agrees to refrain from sharing any information that is liable to generate industrial and intellectual property rights with any individual or entity that does not belong to the group/department or service within the UPV which, by virtue of its functions, requires knowledge of this information. He/she shall also abstain from using that information for any purpose other than performing the work entrusted to him/her.

Ownership of any industrial and intellectual property rights over the results achieved during the exercise of his/her duties shall correspond to the Universitat Politècnica de València, pursuant to the current legislation. Therefore, the person who is hired agrees to provide any assistance necessary to ensure the effectiveness of any legally recognised rights, informing the UPV in writing of any findings, discoveries and results that are eligible for protection by a patent or other industrial property title and



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assisting in the processes of protecting and transferring the results of his/her research. This assistance shall include signing, as the inventor or author, the documents necessary to apply for the industrial or intellectual property titles, and to extend them to other countries when the UPV so decides. In any event, he/she shall retain the author's moral rights and the right to appear as the inventor, author or breeder in the respective industrial or intellectual property titles.

For these purposes, the hired person shall be subject to the applicable legislation on industrial and intellectual property rights and any related rules passed by the Universitat Politècnica de València on this matter.

7. Obligations of the Research Structures

1. The Research Structures to which the contracts are attached must:

- a) Ensure that the training course is run appropriately; they cannot ask the awardee to perform any other activity that is not related to carrying out his/her research or the specific training required for him/her for its duration.
- b) Report any incident or resignation that occurs to Vice-Rectorate for Research within 10 days of it occurring.
- c) Complete any reports, forms and other documents related to the performance of the contract that are sent to it by the Vice-Rectorate for Research for the running of the programme.

The Universitat Politècnica de València agrees to provide trainee research staff with the necessary support and allow them to use any resources, instruments or equipment that may be necessary for them to perform their work normally, through the Research Structure to which the contract is attached. A Dissertation Advisor shall be appointed to coordinate and oversee the awardee's activity throughout the grant period.

2. When a force majeure event makes it necessary to change the Dissertation Advisor, authorisation must be requested from the Vice-Rectorate for Research, which shall reach a decision based on the report by the Dissertation Advisor and the person leading the Research Structure to which the awardee is attached. In any event, any changes that are authorised shall be carried out in such a way as to not subvert the circumstances according to which the contract was granted and, in particular, the grades awarded in each of the assessment criteria.

8. Contract allowance

In accordance with *Law 14/2011, of 1 June, on Science, Technology and Innovation*, remuneration under these contracts cannot be lower than 56 percent of the fixed wage for equivalent categories set forth in the applicable collective bargaining agreement during the first two years, 60 percent during the third year and 75 percent during the fourth year. It also cannot be lower than the interprofessional minimum wage established every year, in accordance with article 27 of the Consolidated Text of the Workers' Statute Act. These amounts are spread over twelve monthly payments and two bonus payments. The employer's social security contribution shall also be paid in all cases. These remunerations shall be updated every year in accordance with the Budget Law.

Pursuant to article 17.5 of the *on Science, Technology and Innovation*, the individuals who are hired may be authorised to take part in training placements in renowned centres, both in Spain and abroad. The Research Structures must take out accident and medical insurance policies to cover the hired person for his/her placements, authorised by the Vice-Rectorate for Research, when in countries



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without a reciprocal social security agreement with Spain or when the cover under this agreement is insufficient.

Individuals who are hired who have to go on a placement outside the UPV for work reasons, must submit the "Granting of permits and licences" request that is on the Intranet at least 15 calendar days prior to the displacement, attaching any documents that may be requested to it.

9. Contract funding

Contracts shall be funded from the funds generated by the UPV's Research Structures or some of its members.

If the contract is going to be funded through a research project, authorisation must first be requested from the Vice-Rectorate for Research, which in turn shall ask the Research Coordination and Support area to carry out a feasibility study of the funding proposed by that project.

Similarly, the funding capacity for the whole duration of the contract shall be assessed, with an analysis of the resources available in the Research Structure and its recent record of generating funds. The proposal may be rejected if this capacity is not demonstrated.

10. Temporary suspension of contracts

The Vice-Rectorate for Research may authorise a delay to the awardee starting work in the receiving Research Structure at his/her request, for legitimate reasons, with the approval of the Structure and the Dissertation Advisor, for a period not exceeding three months following the award decision. If he/she does not start work at the end of the period that he/she has been granted, he/she shall be deemed to have withdrawn from the contract.

In the event of temporary incapacity, risk during pregnancy or risk during breastfeeding, maternity, adoption, foster care for the purpose of adoption or permanent foster care, and paternity, according to the applicable regulations, the awardee shall be entitled to stop the clock for the purpose of calculating the remaining term of contract. The situation outlined in article 45.1.n) of the Consolidated Text of the Workers' Statute Act, as a measure to protect women who are victims of gender-based violence, shall also not count towards the term of contract. While that situation persists, the Universitat Politècnica de València shall supplement the financial benefit paid by the Social Security in accordance with the provisions established in the University. The suspended period may be recovered, provided that the available budget so permits.

The term of the contract shall also be put on hold in the case provided for in section 3 of article 6 of Royal Decree 103/2019, of 1 March, approving the Regulation on trainee predoctoral research staff.

11. Rules regarding conflicts of interest

As regards the rules on conflicts of interest, the person who is hired is subject to the provisions of Law 53/1984, of 26 December, on conflicts of interest among public sector workers.

This contract is incompatible with any other grants paid for from public or private funds which have the same purpose, and any wages or salaries of a similar nature, with other activities that take place at the same time as the training and, generally, with receiving any amount in the form of salary, whenever the activity carried out may hinder the fulfilment of the purpose of the grant, i.e. training and research, or it takes place during the same hours.



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The contracts shall be compatible with supplementary non-wage payments from R&D+i projects and contracts, in accordance with Organic Law 6/2001, of 21 December, on Universities, as formulated in Organic Law 4/2007, of 12 April and Law 14/2011, of 1 June, on Science, Technology and Innovation, as shall additional grants to promote the training and mobility of researchers, provided that they do not imply entering into any public sector employment contract or relationship.

A failure to fulfil any of the obligations established in this call, and the improper use of the information, shall result in the appropriate liabilities being incurred. Any amounts unduly received must be repaid to the Universitat Politècnica de València immediately.

12. Withdrawals, resignation and termination of contracts

1. An awardee shall be deemed to have withdrawn from a contract that is part of this programme when this occurs during his/her acceptance and starting period, as detailed in point 17 of this call.
2. An awardee shall be deemed to have resigned when he/she fails to start work in a Research Structure after a hiatus, when the specified start date has arrived, or when so requested by the awardee himself/herself.
3. Withdrawals and resignations must be reported to the Research Structure affiliated with the contract and the Vice-Rectorate for Research at least 15 calendar days in advance.
4. Within a maximum of one month from the end date of their time in this programme, contract awardees must submit a report containing no more than 3,000 words, describing the results that they have achieved, with special emphasis on the goals fulfilled with regard to the training process. Moreover, they shall attach an up-to-date curriculum vitae and a report by the Dissertation Advisor.
5. The financial effects of resignations shall apply from the date on which they occur, without prejudice to any repayments that are applicable in the event of undue payments having been made.
6. Any resignations where the awardee has failed to fulfil the purpose of the grant must be accompanied by a report, submitted in the manner and time specified in point 4 above, in addition to a report from the Dissertation Advisor. Based on the report by the awardee and the report by the Dissertation Advisor, the Vice-Rectorate for Research shall issue a decision in which it states the exact date from which the withdrawal or resignation comes into effect, the reason for it, and whether or not repayment of the grant is required.
7. In addition to the reasons stipulated in article 49 of the Consolidated Text of the Workers' Statute Act, the contract shall be terminated for any of the following reasons:
 - a) termination due to a breach of the obligations or a change to the conditions under which it was granted
 - b) unfavourable opinion from the Dissertation Advisor, in accordance with section c) above
 - c) subsequent conflict of interest
 - d) no budget allocated for the grant
 - e) when he/she ceases to be a doctorate student at the UPV
 - f) when the doctoral degree has been obtained



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- g) a reasoned unfavourable opinion is issued by the Academic Committee of the Doctoral Programme or, where applicable, the Doctoral School.

Grant application and award procedure

13. Research Structure procedure for requesting new predoctoral contracts

1. Research Structures that wish to offer new contracts on this basis, within Subprogramme 2, must show that the budget is available, as outlined in point 9 of this call.

Requests shall be submitted:

Through the UPV portal [contact]/poli[Solicita], by logging into the Intranet on the following link: [Request for new contract to hire predoctoral students for doctoral training](#)

2. The standard forms "Request for new predoctoral contract by the Research Structure" and "Research Structure commitment to fund the predoctoral contract" must be attached; these are available on the Vice-Rectorate for Research's website, at <http://www.upv.es/entidades/VINV>, in the *Human Resources in R&D+i / Predoctoral contracts 2022 / Subprogramme 2* section.
3. The period for submitting requests starts on the day following publication of this call on the Vice-Rectorate for Research's website (<http://www.upv.es/entidades/VINV>) and ends when the following call relating to this UPV recruitment process is published.
4. When the Vice-Rectorate for Research has completed the administrative review of the requests, the call for applications shall be published on its website (<http://www.upv.es/entidades/VINV> --> Human Resources in R&D+i) for predoctoral contracts within Subprogramme 2.

14. Requirements and obligations of Dissertation Advisors

1. The contract awardees' Dissertation Advisors under this programme, who shall act as academic tutors for the duration of the grant period, shall be doctoral graduates who are engaged on a full-time basis by the Universitat Politècnica de València, whose relationship with this University is to last long enough for the doctoral thesis, or equivalent to be completed, in accordance with the joint Research Structure agreements signed by the UPV, and they must be registered in the Universitat Politècnica de València's Official Register of Research Structures and Research Staff. Additionally, researchers from programmes of excellence and distinguished professors whose relationship with the UPV is to last long enough for the doctoral thesis, or equivalent to be completed. Dissertation Advisors must have educational and research skills that have been demonstrated through participation in doctoral programmes, supervision of doctoral theses, bachelor's theses or master's theses and participation in competitive research projects. To verify the latter point, the Vice-Rectorate for Research shall use the SENIA scientific output database.

2. The awardees' Dissertation Advisors shall be obliged to monitor and supervise the activities of the person hired through this call and notify the Vice-Rectorate for Research of any incident or situation affecting the conditions required in it.

It shall be an essential requirement for the *Dissertation Advisor* to have updated the National Commission for the Evaluation of Research Activity (CNEAI) field and subfield, where appropriate, in the "Scientific identifiers" section of the Intranet.

3. Awardees of these grants may also have a co-dissertation advisor, who must have a doctoral degree and be registered in the Universitat Politècnica de València's Official Register of Research Structures and Research Staff. Exceptionally, subject to receiving a favourable opinion from the



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Dissertation Advisor and the approval of the director of the Research Structure concerned, it may be possible to propose a co-dissertation advisor who is a doctorate graduate who is not registered in the Universitat Politècnica de València's Official Register of Research Structures and Research Staff.

15. Requirements for applicants

1. Applications may be submitted by people who are enrolled in/have been pre-admitted to a doctoral programme at the Universitat Politècnica de València for the current academic year when submitting the application. Proof of meeting this requirement can be provided until the deadline for submitting applications. If awarded the contract, they must enrol for the current year in the UPV's doctoral programme for which they have been accepted (if they are not yet enrolled) and submit a copy of the proof of enrolment before executing the contract.
2. Applications shall not be accepted from anyone who already holds a doctoral degree or is in a position to obtain one before the deadline for submitting applications.
3. Nationality:
 - a) Have Spanish nationality or the nationality of a Member State of the European Union or be a national of any State that, by virtue of International Treaties entered into by the European Union and ratified by Spain, has been granted free movement of its workers, according to the applicable terms defined in the Treaty Establishing the European Community.
 - b) Equally eligible are the spouses of Spanish nationals and nationals from other Member States of the European Union, provided that they are not legally separated; and their children and those of their spouses, provided that they are not legally separated, they are under twenty-one years old or above that age and their dependent, for which evidence must be provided.
 - c) The benefit in section b) shall also apply to family members of nationals of other States where provided for in International Treaties entered into by the European Union and ratified by Spain.
 - d) Foreign nationals from countries not included in the above cases, even if they do not reside in Spain, provided that they have the required degree. In such cases, they must obtain the permits required by immigration laws in order to be hired.
4. They must be at least sixteen years old and below the compulsory retirement age.
5. They are not suffering from any illness or physical or mental limitation that is incompatible with performing the corresponding duties.
6. They have not been permanently removed from their position/had their appointment revoked as a temporary public sector worker through disciplinary proceedings by any public administration or constitutional or statutory body, or been disqualified by a final ruling from exercising any public duties or the specific duties of the public sector body, professional group or grade to which the call relates. In the case of individuals who are nationals of other States, they have not been disqualified or similar and they have not been subject to a disciplinary sanction or equivalent that prevents them from accessing public sector work in their state under the same terms.



16. Documentation and deadline for submitting applications

1. As stated in section 13.4 of this call, both the announcement of a new selection process and the application forms shall be published on the Vice-Rectorate for Research's website at <http://www.upv.es/entidades/VINV>, in the "Human Resources in R&D+i" section. The deadline for submitting applications shall be as stated in each call. In any event, the deadline for submitting applications can be no sooner than 7 business days.

2. Applications shall be submitted:

Through the UPV portal [contact]/poli[Solicita], by logging into the Intranet on the following link: [Application to participate in the selection process for the hiring of predoctoral students for doctoral training](#)

and attaching the following documentation:

- a) Standard application form (Form 1: Subprogramme 2 – The candidate's predoctoral contract application).
- b) The candidate's curriculum vitae, with a maximum of one thousand words (Form 2: Subprogramme 2 – the candidate's CV). The supporting documentation for his/her achievements must subsequently be sent in .pdf format.
- c) Photocopy of the National Identity Document or equivalent in the case of citizens of the European Union and valid residency card for citizens of non-EU countries. In the case of foreign students from non-EU countries who do not hold a foreign residency card, the passport must be provided.
- d) Personal academic certification for the degrees - bachelor's, engineering, architecture, graduate, master's, etc.- which allow them to enter the doctoral programme, showing all of the subjects passed, with their credits, the grades obtained, the academic year and the average grade on his/her record.

In those cases where, according to the current academic arrangements in place, the applicant's eligibility for doctorate studies has been established through more than one consecutive degrees of different levels, for example diploma holders, first-cycle engineering and architecture degrees, master's and bachelor's degrees with fewer than 300 credits, academic certification must be provided for each of the academic qualifications.

- e) Proof of enrolment or pre-admission in a UPV doctoral programme, valid for the academic year for which he/she has been hired, from Student Services. Information must be provided about the degree(s) through which he/she has gained access to the doctorate.

3. Any documents submitted in electronic format together with the application must be sent via the intranet and to the email address apinin@upv.es. In both cases, they must be sent before the submission deadline, **stating the subject "UPV predoctoral contracts – Subprogramme 2" and the application's registration number**. In any event, the date on which the application is deemed to have been submitted is the date on which the documentation is sent via the UPV portal [contact]/poli[Solicita].

4. If the documentation provided is incomplete, pursuant to article 68 of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, within five business days, the applicant shall be required to rectify the omission or attach the required documents. It should be noted that, if he/she fails to do so, his/her application shall be dismissed. This five-day limit is applied due to



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the urgency of hiring, as established in article 33.1 of Law 39/2015, of 1 October, on the Common Administrative Procedure. Consequently, these remaining periods shall be halved.

17. Assessment, selection of applications and award proposal

When the deadline has passed for the submission of applications, the Vice-Rectorate for Research shall issue a decision containing the provisional list of applications and the candidates who have been accepted for and excluded from participating in the programme's selection process; these shall be published on the Vice-Rectorate for Research's website (<http://www.upv.es/entidades/VINV>).

In the event of a rectifiable error or omission, applicants may correct any mistakes in their application or submit any arguments deemed appropriate within five business days of the publication of the provisional list of accepted and excluded applications, in accordance with article 68 of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations.

In any event, to avoid any errors and, should any occur, to enable their timely correction, candidates shall duly verify that they do not appear on the list of excluded applicants and, furthermore, that their names and details appear correctly on the list of accepted applications.

After the period of five business days, when any mistakes have been corrected and the respective arguments have been seen, a decision shall be issued that contains the final list of accepted and excluded candidates, in addition to the candidate Assessment Committee that has been appointed, with a Chair, Member and Secretary, both full and alternate members, composed of three doctoral researchers who have a permanent contractual relationship with the Universitat Politècnica de València. This decision on the final list of accepted and excluded applications shall be published on the Vice-Rectorate for Research's website (<http://www.upv.es/entidades/VINV>).

An appeal may be filed against this decision, exhausting all administrative remedies, submitted to the Rector of this University, within one month of the publication of the decision on the Vice-Rectorate for Research's website (<http://www.upv.es/entidades/VINV>), pursuant to the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations.

The Vice-Rectorate shall send information about all candidates who have been accepted to the Chair of the Assessment Committee, so that it can make a pre-selection proposal based on the score obtained by each candidate, based on the following scale.

a. Academic record (up to a maximum of 20 points):

A maximum of 20 points shall be awarded based on the candidate's academic record in the degree through which he/she has gained access to doctoral studies in the Universitat Politècnica de València. If submitting a single degree (bachelor's, engineering and architecture or equivalent), the average grade (G) obtained from that degree in his/her academic record shall be used as a starting point, scored out of 10. If the studies through which access was gained consist of two or more degrees (two cycles or bachelor's plus master's degree, or equivalent), the grade on the file (G) shall be calculated as the weighted average of the degrees in question. Therefore, if X_1 is the average grade obtained in the Bachelor's degree or first degree and X_2 is the average grade obtained in the Master's degree or second degree, the final average grade



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shall be the result of $G=(X_1*B + X_2*M)/(B+M)$ where G = the number of credits obtained in the Bachelor's degree or first degree and M = the number of credits obtained in the Master's degree or second degree (as in the calculation of X_2). Both X_1 and X_2 also have to be calculated on a scale of 0 to 10 and to two decimal places. Only the types of degrees that are strictly necessary to gain access to doctoral studies shall be counted. If a different case arises, the Assessment Committee shall establish the criteria for the procedure, ensuring equivalence with that described above, in accordance with the principles of objectivity and fairness. The "a" score, based on each candidate's academic records, shall be double his/her average recorded score (G), i.e. = $2 * G$.

b. Suitability for the thesis project and other achievements (up to a maximum of 50 points):
A score of up to 50 points shall be awarded for degree/profile matching and other achievements, with the candidate showing that they are relevant to the lines of work specified in the conditions of the call.

c. Interview (up to a maximum of 30 points):
A score of up to 30 points shall be awarded for the candidate's presentation, lasting up to 30 minutes, of his/her training and knowledge of the lines of work specified in the conditions of the call, after which the assessment committee may request further clarifications. The aspects of the interview that may be assessed include knowledge of the subject, critical thinking skills, ability to innovate and creativity, conciseness and ability to provide structured responses, ability to provide clear, strong and articulate answers, relevance of answers to questions posed and the ability to effectively communicate and convey information. It shall be possible, or compulsory if mandated by the health authorities, for the interview to be held remotely, using a platform that is used institutionally by the Universitat Politècnica de València.

d. When each candidate's scores have been calculated for a, b and c, they shall be assessed as follows: $A = a + b + c$.

The Assessment Committee shall rank the assessed candidates from highest to lowest A scores and it shall only be possible to recommend that those applicants with the highest scores in descending order and who received a score of 15 points or more in section c) be hired; the number of recommended candidates must not exceed the number of job vacancies offered. If there is a tie in the A scores awarded to candidates, they shall be ranked based on who, if anyone, got the highest scores for criteria c, b and a in that order of priority, to decide on an order of preference among applicants with the same score in their assessments.

Within a maximum of 15 business days of the information about the candidates being submitted to the Chair of the Assessment Committee, its Secretary must submit the pre-selection proposal to the Vice-Rectorate, indicating the total points obtained and the points scored in each assessed area by the accepted candidates.

The Vice-Rectorate for Research shall issue a decision that shall contain the scores obtained by the applicants for each of the criteria assessed, which shall be published on the Vice-Rectorate for Research's website (<http://www.upv.es/entidades/VINV>).



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Candidates may submit any arguments that they deem appropriate within five business days of the provisional scores being published.

After five business days have passed, any claims that have been made shall be examined by the UPV's R&D+i Subcommittee, created by agreement of this University's Research, Development and Innovation Committee on 18 July 2006.

Then, bearing in mind the findings of the Subcommittee regarding any claims that were submitted, the Rector shall issue a decision with the final scores and the award. This decision shall include a list of alternative candidates, ranked according to the criteria in this call, in the event of any candidates withdrawing as described above during the acceptance period, or if any proposed candidates are unable to prove that they meet any of the necessary requirements. In light of the results of the selection process, if it is apparent that the achievements of the applicant do not fit the profile or the purpose of the call, there may be justified grounds for declaring that the contract for which the selection process was called is not to be awarded.

Awardees shall have ten calendar days following publication of the decision on the Vice-Rectorate for Research's website to accept the contract offer and to submit the documentation required to execute the contracts. It should be noted that if they fail to do so, they shall be deemed to have withdrawn from the contract.

An appeal may be filed against this decision, exhausting all administrative remedies, submitted to the Rector of this University, within one month of the publication of the decision on the Vice-Rectorate for Research's website (<http://www.upv.es/entidades/VINV>), pursuant to the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations. Additionally, they may lodge a contentious-administrative appeal within 2 months of the publication, pursuant to the provisions of Law 29/1998, of 13 July, governing contentious-administrative jurisdiction.

18. Contract term extensions

Any extension shall be contingent on the funding entity's available budget being sufficient and the person who is hired continuing to meet the requirements established in this call.

In any event, the period for submitting this request commences 2 months prior to the term of the contract ending and ends 1 month prior to the term of the contract ending.

Requests for contract extensions shall be submitted to the Research Programmes Area, with the following documents being provided:

- a) Standard application form (Form 3: Subprogramme 2 – Contract extension request).
- b) Report by the Director or the person leading the Research Structure and by the Dissertation Advisor, assessing the work done by the hired candidate and stating the reasons why the extension is required. The report must include the Research work plan.
- c) Proof of enrolment in the UPV's doctoral programme, for the academic year in which the term of the contract ends.
- d) A favourable opinion on extending the contract issued by the Academic Committee of the doctoral programme or, where applicable, the Doctoral School



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- e) The Cost Centre through which the contract shall be jointly funded or funded and authorisation from the person responsible for providing the necessary funds.

19. Amendments

Any amendment of the initial conditions for awarding grants and the periods in which they have to be met must be authorised by the Vice-Rectorate for Research, which may obtain any reports it deems appropriate and amend the terms of the award through a new decision.

20. Information regarding the data collected

1.- Pursuant to Regulation 2016/679, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, we hereby inform you that the data controller is the Universitat Politècnica de València and that your personal data shall be processed for the purpose of managing staff selection processes and recruitment through public calls.

2.- Said processing shall be performed on the legal basis set forth in article 6.1.b) of the Regulation, as it is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract, and in clause 6.1.c) as it is necessary to fulfil a legal obligation that is applicable to the data controller. Specifically, the provisions of Royal Legislative Decree 5/2015, of 30 October, approving the Law on the Basic Regulation on Public Sector Employees and Royal Legislative Decree 2/2015, of 23 October, approving the consolidated text of the Workers' Statute Act.

3.- No international transfers of the processed data are foreseen.

4.- If you wish, you may exercise your rights of access, correction, erasure and portability, and the right to restrict or object to the processing of the data by sending a request to the Universitat Politècnica de València, Camí de Vera, s/n - 46022-Valencia.

21. Final provision

The award and performance of a contract on this basis does not imply any commitment with regard to the party concerned subsequently joining the staff of the Universitat Politècnica de València.

Exhausting all administrative remedies, optionally, it shall be possible to lodge an appeal regarding this call and the conditions hereof, with the body that issued them, within one month of their publication, pursuant to the provisions of article 7.2 of Decree 182/2011, of 25 November, of the Regional Council, approving the By-Laws of the Universitat Politècnica de València, and in articles 123 and 124 of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations, or a contentious-administrative appeal with the contentious-administrative jurisdictional bodies of the Valencian Community, within two months of the notice of this decision being made, pursuant to articles 14 and 46 of Law 29/1998, of 13 July, governing contentious-administrative jurisdiction.

An appeal may be filed against the R&D+i Subcommittee, submitted to the Rector of the Universitat Politècnica de València within one month of the publication of the decision in question.



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First additional provision. Generic references

All references made in this decision in which the generic male form is used must be deemed to be equally applicable to both women and men.

Valencia, on the signature date

The Rector

José Esteban Capilla Romá