In red: parts to be completed by the proponents.

COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF GRANADA AND \_\_\_ FOR THE CREATION OF THE CHAIR \_\_\_

Granada, on \_\_ \_\_\_\_\_\_ 202\_

BETWEEN

For one party, Ms María Pilar Aranda Ramírez, on behalf of and representing the University of Granada (Q-1818002-F) as its Rector under Decree 489/2019, of 4 June (BOJA No. 108 of 07/06/2019), acting with the powers granted to her by article 20.1 of the Organic Universities Law 6/2001, of 21 December, and article 45, k) of the University of Granada Statutes;

and for the other party, Mr/Ms \_\_, on the behalf of and representing \_\_\_\_ (DNI/CIF/ID \_\_) as its \_\_, under \_\_.

Both parties mutually recognize the capacity necessary to bind the respective entities.

BACKGROUND

I. The University of Granada (hereinafter UGR) is a Public Law Institution that, within the framework of its competences, provides the public service of higher education through research, teaching, study, transfer of knowledge to society and university extension. Its activity is based on the commitment to achieving the transfer and criticism of knowledge through quality teaching and the contribution to the progress and welfare of society through the production, transfer and practical application of the knowledge and social projection of its activity, transmitting the higher values of our co-existence.

Among its purposes are ... (adapt according to purpose of the Agreement)

II. The company/foundation/association (hereinafter xxx). State its nature and purposes in connection with the purpose of the Agreement.

III. The UGR has a Regulation on the creation of institutional and corporate chairs and outreach programmes (*aulas*) approved at the ordinary meeting of the Governing Council of 15 December 2017. This Regulation requires the signing of a specific agreement to formalize the collaboration in activities related to the teaching, research and university extension.

Therefore, the signatory entities, considering that they have matching and complementary objectives, wish to sign a collaboration agreement, for which they formalize this document.

AGREEMENT

**ONE.** PURPOSE AND NAME OF THE CHAIR

The purpose of this Agreement is the creation of the Chair \_\_\_ (hereinafter the Chair).

**TWO.** DESCRIPTION OF THE ACTIVITIES OF THE CHAIR

The Chair, in a generic nature, and merely by way of example and without limitation, will focus on the development of joint activities related to the scope of mutual interest, like: (*Extend or reduce, as appropriate).*

* 1. Training activities:
* Collaboration in the design and giving of continuous development and professional training programmes, including, if necessary, postgraduate programmes.
* Granting of grants and aid.
* Support to labour insertion through the integration of students for the performance of external work experience in the facilities.
* Support to the performance of Undergraduate and Master’s Dissertations.
* Granting awards to Undergraduate and Master’s Dissertations and ideas competitions.
* Organization of workshops, conferences and seminars.
* Promotion of educational cooperation experiences.
	1. Research activities and transfer of research results.
	2. Dissemination activities:
* Organization of technical and technological dissemination conferences.
* Promotion of national and international meetings.
* Publications on issues of interest in the scope of the Chair.
* Dissemination of the activities of the Chair.
	1. Those other that are derived from the purposes of the University.

**THREE.** JOINT COMMITTEE

1. The monitoring and development of the Agreement will be dealt with by a Joint Committee created for the purpose, which will be responsible for the annual approval of the Programme and Activities Report and will coordinate the possible publication of works.
2. The functions of the Joint Committee will be:
3. Approval of the Annual Activities Programme.
4. Approval of the Annual Budget.
5. Performance of the monitoring and control of the execution of the Activities Programme and the Budget.
6. Establishment of the internal operating rules of the Joint Committee, in accordance with the regulations applicable to collegiate bodies.
7. Bringing to the corresponding governance bodies of the University the proposals, reports, agreements or decisions that require their approval or ratification.
8. Ensure the compliance and execution of the terms and conditions of this Agreement.
9. Approval of the Annual Report of Activities.
10. Any other action leading to the achievement of the proposed objectives and that are agreed between the parties.
11. Within the period of 15 days from the signing of this Agreement, the Joint Committee will be constituted made up of four members, two of them appointed by each of the parties that sign this Agreement:

(The number for each entity could be increased.)

* For the UGR:

Mr/Ms \_\_\_\_\_\_\_, as \_\_\_\_\_\_.

The Vice-Rector for Research and Knowledge Transfer, or delegate.

* For the company/foundation/association.

Mr/Ms \_\_\_\_\_\_\_, as \_\_\_\_\_\_.

Mr/Ms \_\_\_\_\_\_\_, as \_\_\_\_\_\_.

1. The Joint Committee will meet at least once per year in ordinary session and in extraordinary session when called by the Management.

**FOUR.** MANAGEMENT

1. The Management of the Chair will be responsible for:
	1. Coordinating and developing the activities established in the Agreement creating the Chair.
	2. Represent the Chair before the University and externally.
	3. Develop and submit to the Joint Committee, for its approval, the Annual Activities Programme of the Chair.
	4. Develop and submit to the Joint Committee, for its approval, the Annual Report of Activities of the Chair.
	5. Call the Joint Committee.
	6. Perform the planning, monitoring and execution of the functions entrusted by the Joint Committee.
	7. Manage the funds of the Chair.
	8. Disseminate the activities of the Chair.
	9. Obtain resources and administer them.
	10. Present the Annual Report of Activities to the Vice-Rectorate for Research.
2. The UGR designates Dr \_\_ as the Director of the Chair.
3. The Chair may also have:
* as many coordinators as considered appropriate, according to the nature of the activities that are performed by the Chair;
* one secretary.

**FIVE.** PERSONNEL, CIVIL LIABILITY

1. The Chair, in addition to the own staff of the University or the company/foundation/association, may have research or technical personnel for the development of specific projects. The possible recruitment of personnel will be performed in accordance with the general conditions of the UGR for the work or service contracts, determined for the development of specific research projects or in accordance with the modalities provided in the Science, Technology and Innovation Law 14/2011, of 1 June.
2. The recruitment of staff will be included in the annual programming of the Chair, on the proposal of its Management.
3. The staff of the company/foundation/association, like that of the UGR or contracted by the Chair, will have the appropriate civil liability insurance that covers possible liability in the activities of the Chair, which will like the UGR be exempt from any liability.

**SIX.** INFRASTRUCTURE AND HEADQUARTERS

1. The Chair may have equipment of the University or the company/foundation/association used for the development of its activities, as well as other equipment acquired *ad hoc* by the Chair. In all cases, the material will be duly entered on the inventory, with express indication of its assignment to the UGR or to the company/foundation/association.
2. The Chair will be open to the participation of the bodies and members of the University that are interested; its headquarters will be at the Facility/Centre/Higher Technical School of \_\_\_. without prejudice to the activities covered by this Agreement being performed in the facilities of UGR, of the company/foundation/association or in another space that is determined by common agreement in writing by both entities.

**SEVEN.** TERM

1. This Agreement will enter into force on the same day of its signing and will have a term of x year/s, time when the obligations of both parties will be considered fulfilled, without any additional obligation owed to the other. *(The term of the agreement will be a maximum of four calendar years and a minimum of two years.)*
2. This Agreement may be extended - by prior mutual consent in writing by both parties- for a total period of not more than four years from the time of its signing, provided that the results report make this appropriate and there is a budgetary allocation.

**EIGHT.** FINANCE

1. The company/foundation/association will finance the Chair with € \_\_\_\_ per year for each year the agreement is in force, including the extensions*.*
2. The payment by the company/foundation/association of the said amount will be made within 60 calendar days after the signing of the Agreement, by bank transfer to the account of the UGR ES480049/0004/95/2814499711.
3. The UGR will deposit 10 % of the amounts paid each year as compensation for the management and use of infrastructures of the University; this percentage will be to support the purpose of the Chair. These amounts will be considered indirect costs for the provisions of article 31.9 of the General Grants Law 38/2003, of 17 November.
4. The amount of the contribution of the company/foundation/association may be reviewed annually, according to the development of the activities provided in this Agreement and the programme established by the Joint Committee.
5. The contributions will be used for the agreed activities, as well as for the different teaching collaborations and dissemination and support of the actions approved by the Joint Committee in the form of Annual Activities Programme.
6. The agreed activities will be developed and managed by the Chair through the corresponding Expenditure Centre, in accordance with the budgetary or accounting rules of the UGR.
7. (In the event that the Agreement is covered by the Patronage Law 49/2002.)

This agreement is within the collaboration agreements regulated by Chapter III of Law 49/2002, on the tax regime of the non-profit entities and patronage tax incentives. The University of Granada is an entity described in article 16 of such Law. In accordance with this, a certification will be issued stating the nature of the contribution that is made, stating that it is economic aid issued within the scope of this Collaboration Agreement, with the tax consequences implied as regards VAT deductions and exemptions.

**NINE.** INTELLECTUAL PROPERTY

1. The ownership of the intellectual property rights that are derived from the results generated in the activities of the Chair will correspond to the party that generates them.
2. If the contribution cannot be delimited of each party in these results, the intellectual property rights will be shared equitably. For such purpose, the parties must sign a contract determining the operating conditions.

**TEN.** DISSEMINATION AND IMAGE

1. The UGR undertakes to disseminate the participation of the company/foundation/association in the activities performed under this Agreement, making express reference to the Chair.
2. Both parties undertake to disseminate the existence and the activities of the Chair.
3. The Annual Report will be published and will be available in electronic format, on the website of the UGR.
4. In those cases in which the company/foundation/association, as a result of and in application of the agreements established in this Agreement, considers it appropriate to use the logo of the University of Granada, it must request the authorization from its General Secretariat, specifying the uses for which such authorization is granted and the term, which will not exceed that of this Agreement.
5. If the use of the logo, or other identification marks of the UGR, is for profit of the requesting entity, the corresponding trademark license contract must be formalized.
6. The headquarters of the Chair may have, at its entrance, a plaque containing its name together with the logos of the UGR and of the company/foundation/association.

**ELEVEN.** PUBLIC INFORMATION AND TRANSPARENCY OBLIGATIONS

In accordance with the provisions of article 8 b) of Law 19/2013, of 9 December, on transparency, access to public information and good governance (BOE No. 295 of 10.12.2013), the UGR, in connection with this Agreement, will publish the information relating to the signatory parties, its purpose, its term, the obligations of the parties - including the economic ones- and any modification that is made.

**TWELVE.** MODIFICATION AND TERMINATION OF THE AGREEMENT

1. This Agreement may be modified by mutual agreement between the parties, at the request of either of them.
2. The following are grounds for the termination of the Agreement, in addition to those provided in article 51 of Law 40/2015, of 1 October:
3. Withdrawal by either of the parties, with a minimum of 1 month's notice.
4. Disappearance of the purpose.
5. If the Agreement is terminated or amended, the parties undertake to terminate the activities started under the commitments acquired.

**THIRTEEN.** DATA PROTECTION, SECURITY AND CONFIDENTIALITY

In the actions that are performed in execution of this Collaboration Agreement, the parties undertake to comply with the personal data protection regime provided in Regulation (EU) 2016/679, of 27 April (hereinafter GDPR) and in the Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights and other regulations that are applicable.

If, as a result of the execution of the provisions in this Agreement, either of the parties process personal data incorporated into files held by the other party, both parties undertake to process the said personal data with strict compliance with their legal obligations, especially those associated with the principles of lawfulness, loyalty and transparency in connection with the interested party, for the strictly necessary purposes, in an appropriate and relevant manner; limited to the purposes and needs strictly derived from the execution of this framework Agreement in accordance with the principle of minimization, and so that their accuracy and security is guaranteed.

For the purpose of which, both parties expressly agree - as regards their respective liability in the compliance with the data protection obligations, and in particular, as regards the exercise of the rights of the interested party and their respective obligations to provide information to them- the following:

1. Assume responsibility for providing to the interested party, at the time of the data collection, all information indicated in articles 13 and 14 of GDPR, as well as any communication under articles 15 to 22 and 34 of the same instrument relating to the concise, transparent, intelligible and easy to access processing, with clear and simple language. The information will be provided in writing or by other means - including, if applicable, by electronic means-. When requested by the interested party, the information may be provided verbally, provided that the interested party is shown by other means. This information must necessarily include, as purposes for the processing of the data, the purpose of this Agreement and the identification and contact details of the signatory entities as their controller, delegates or addressees. In the same way, the respective functions and relations will be specified of the signatories of this Agreement in connection with the interested parties.
2. Ensure at the time of the collection of the data, in the cases in which the processing of the data is based on the consent of the interested party, that the conditions of article 7 of the GDPR are met.
3. Apply the technical and organizational measures in order to guarantee and be able to demonstrate that the data processing is in accordance with the GDPR, in particular those that guarantee a level of security appropriate to the risk which if applicable include, among others, those indicated in article 32 of the GDPR, including the adoption of data protection policies.
4. Facilitate and guarantee the exercise of the rights of the interested parties in connection with their personal data: access, rectification, deletion, limitation of the processing, portability, opposition and not being subject to a decision based only on automated processing, including the preparation of profiles.
5. Protection of the data by design and by default, so that only those personal data that are necessary for each of the purposes of the processing are processed.
6. Keep a register of the processing activities performed under its responsibility.
7. After the Agreement has come to an end, the data will be completely destroyed or returned to the party that has provided them or to the file or files that have been accessed, as well as the different supports or documents in which such data may be recorded.

**FOURTEEN.** JURISDICTION

1. This Agreement is administrative in nature and is governed in its interpretation and performance by the Administrative Legal Regulations, with special submission by the parties to the Judicial Review Jurisdiction.
2. The UGR and the company/foundation/association agree that any difference, disagreement or dispute that may arise in the interpretation or execution of this Agreement will be submitted to the jurisdiction and competence of the Courts of the city of Granada, expressly waiving any other jurisdiction that may correspond to them.

The representatives of both entities sign this Agreement in counterpart, equally valid, and stamp in them their respective stamps on the date and place mentioned above*.*

For the University of Granada For the company/foundation/association

The Rector \_\_\_\_\_\_\_\_

María Pilar Aranda Ramírez \_\_\_\_\_\_\_\_