**COLLABORATION AGREEMENT BETWEEN THE REY JUAN CARLOS UNIVERSITY AND**

**NAME OF THE ENTITY FOR THE COMPLETION OF THE TFG (final degree project)**

In Mostoles and ....[[1]](#footnote-1) , on the day and time of the last of the electronic signatures inserted[[2]](#footnote-2) .

As a party of the first part, **Mr. Javier Ramos López,** Rector Magnificent of the **Universidad Rey Juan Carlos**, hereinafter URJC, appointed by Decree 59/2021, of 7 April, of the Governing Council of the Community of Madrid (BOCM 08/04/2021), as representative of and on behalf of the same, in accordance with the powers attributed to him by Article 50 of Organic Law 2/2023, of 22 March, on the University System and by the Statutes of the aforementioned University, approved by Decree 22/2003, of 27 February, of the Governing Council of the Community of Madrid (BOCM no. 54, of 5 March 2003, and amended by Decree 28/2010, of 27 May, of the aforementioned Governing Council of the Community of Madrid (BOCM no. 137, of 5 June, 2010). 54, of 5 March 2003), and modified by Decree 28/2010, of 20 May, of the Governing Council (BOCM no. 137, of 10 June 2010), domiciled in Mostoles (Madrid), ZIP code 28933, Tulipán Street w/o and with Company Tax ID no. (CIF) Q2803011B.

And as party of the second part, Mr. ......................................., of legal age, with identity card number .................., acting as representative of and on behalf of (the entity/company), as (Proxy, Director, Administrator) of the same, according to Deed (of power of attorney, or of notarisation of corporate agreements) granted before the Notary of ............, Mr..., under number... of protocol, domiciled at .................., street..., and holder of Company Tax ID no. (CIF)..., and duly registered in the Mercantile Register of .................., Folio..., Tomo......, Sheet number.........

Both parties mutually acknowledge the capacities in which they are acting and that they have the legal capacity necessary to sign the Agreement, and to this effect,

**RECITALS**

**I.-** The URJC's functions include the creation, development, transmission and critique of science, technology and culture, the dissemination, valorisation, and transfer of knowledge at the service of culture, quality of life and economic development, as well as the dissemination of knowledge and culture through university extension and continuing education.

It also assumes its commitment to bring university education closer to the social and professional reality of our environment, through the establishment of relationships with other entities, which allow to complete the training process by putting into practice the theoretical and practical knowledge acquired.

**II.-** (name of the entity) has as its purpose (reference to the purpose of the entity).

**III.** The parties, under Royal Decree 822/2021, of 28 September, which establishes the organisation of official university education and the procedure for quality assurance, Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, which in its chapter VI regulates the agreements adopted by the Public Administrations, public bodies and public law entities linked or dependent or Public Universities among themselves or with private law subjects for a common purpose, the URJC's own degree regulations, which establish as one of its objectives, collaborative relationships with institutions and companies, as well as the framework and specific regulations of each centre of the Final Degree Project (hereinafter TFG), which establish the basic, general and specific guidelines, respectively, related to the TFG, as well as the possibility of its implementation in collaborating entities, or any other regulations that may be applicable, agree to sign this agreement in accordance with the following clauses.

**CLAUSES**

**FIRST. - Purpose and commitment of the parties**

The purpose of this collaboration agreement is to regulate the conditions under which URJC students will develop the TFG of any degree provided by the URJC, both official and non- standard programs offered by the collaborating entity, as well as in accordance with what is stated in the supporting report that accompanies this agreement, in compliance with the provisions of article 50.1 of Law 40/2015 of 1 October on the Legal Regime of the Public Sector.

**SECOND**. **– General conditions of the collaboration agreement.**

**A. OFFER BY NAME OF THE ENTITY FOR THE DEVELOPMENT OF TFG.**

Name of the entity may offer vacancies for the TFG with the periodicity or amount of time it wishes and indicate the specific offer for each one.

**B. DEVELOPMENT OF THE TFG.**

The timetable for the TFG will be established in accordance with the characteristics of the work to be developed and the availability of the collaborating entity. The timetables will be compatible with the academic, training, representation and participation activities carried out by the student at the URJC. The maximum activity and duration of the stay at name of the entity will always take as a reference the teaching load in ECTS credits of the subject associated with the TFG, as established in the degree report.

Students must comply with the internal rules of name of the entity and follow the instructions of the tutor appointed by the entity as well as inform the tutor of the TFG belonging to the URJC. They must apply themselves diligently to the tasks entrusted to them, in accordance with the programme of activities established for the development of the TFG, of which they will keep professional secrecy and duty of confidentiality during their stay and once it is over. In the event of absence, the student's tutors must be notified and justified. The student's leave regime will be agreed upon by the tutors of both parties, respecting, in all cases, the leave to which the student is entitled in accordance with the regulations in force.

For duly justified reasons, either party may terminate the period of stay for the completion of the TFG at name of the entity. If name of the entity considers it appropriate, the URJC will arrange the incorporation of a new student who will begin their period of stay as soon as possible.

**C. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS.**

In accordance with the provisions of the University Student Statute, all university students have the general right to the recognition of the authorship of the work produced during their studies and to the protection of their intellectual property. Therefore, regarding the intellectual property of the resulting TFG, the recognition of the authorship of the work by the student will always be respected, and an exception to this general principle may be agreed directly between the student and the institution.

If any of the parties to this agreement or the students wish to use the partial or results of the TFG developed, in part or in full, for publication as an article, conference, thesis, report, etc., they must request the agreement of the other party in writing, who must respond within a maximum period of 15 days, communicating their authorisation, reservations or disagreement. Once this period has elapsed without a reply, silence shall be understood as tacit authorisation for dissemination.

The ownership of the registrable industrial property rights that may derive from the results of the TFG carried out by the student will correspond, as a rule, to the student, although an exception to this general principle may be agreed directly between the student and the parties. In any case, both in publications and patents, the mention of the authors of the work will always be respected; in the latter, they will appear as inventors.

**D. LIABILITY AND ACCIDENT INSURANCE.**

All URJC students enrolled in any of its official or URJC courses are covered by civil liability insurance.

The School Insurance covers students under 28 years of age, enrolled in official courses at the respective URJC centres and up to date with the corresponding fees. The scope of coverage is the school year. The framework of application is the national territory, in accordance with the principle of territoriality contained in the General Law of Social Security.

In the case of students over 28 years or those enrolled in URJC courses, it will be compulsory for students to take out, at their own expense, a personal accident insurance policy like the School Insurance policy. The University will be responsible for ensuring that the student is covered by the corresponding accident insurance and any others that may be compulsory.

Likewise, it will be compulsory to take out accident insurance at the student's own expense if the stay for the TFG takes place outside national territory. The URJC, through the corresponding centre, will ensure that the student has a health care and repatriation insurance policy.

**E. STUDY AIDS.**

Name of the entity may assign a monthly amount as a stipend or study grant. In no case will this aid be considered as remuneration or salary for the activity carried out as there is no contractual relationship.

**F. LABOUR LAW**

Participation of name of the entity in the TFG tutoring programme does not imply the acquisition of any commitments other than those stipulated in this agreement. Given the formative nature of the TFG course, under no circumstances will its completion result in obligations inherent to an employment relationship, nor will its content lead to the substitution of the employment service inherent to jobs.

Likewise, and if at the end of the studies the student joins the staff of the collaborating entity, the time dedicated to the completion of the TFG will not be counted for the purposes of seniority or exempt from the probationary period, unless the relevant applicable collective agreement expressly stipulates otherwise.

In the sphere of Public Administrations, Public Law Entities and other Public Bodies, the completion of the dissertation may not be considered as a merit for access to the civil service nor will it be counted for the purposes of seniority or recognition of previous services.

**THIRD. - OBLIGATIONS OF THE URJC (THROUGH THE CORRESPONDING CENTRE OR BODY RESPONSIBLE FOR THE DEGREE).**

1. Draw up an Annex to this agreement for each student who undertakes the TFG at the collaborating institution, containing the following information: student details, degree, start date and planned end date of the stay at the collaborating institution required to undertake the TFG, with details of the calendar and timetable to be followed, as well as the name of the URJC tutor and the tutor at the collaborating institution. In addition, the Student Appendix must include the training project in which the educational objectives and competences to be acquired by the student, as well as the training activities to be carried out, must be stated. The body responsible for the degree will resolve any doubts that may arise during the development of the TFG.
2. Appoint an academic tutor who will oversee the normal development of the TFG, collaborate with the tutor of the collaborating entity in all those aspects that affect it, as well as those functions that are established by regulations.
3. It may propose that the TFG tutor designated by the collaborating entity receives a certificate accrediting the performance of the tutoring task, in accordance with the conditions established in the current TFG Framework Regulations. The necessary procedures for obtaining the certificate will be carried out by the head of the URJC centre responsible for the TFG, who will submit the proposal to the competent Vice-Rector's Office.

**FOURTH. - OBLIGATIONS OF THE NAME OF THE ENTITY.**

1. As a partner in a university training programme, it helps students to take their exams and to carry out all the training activities.
2. Appoint a tutor, responsible for the supervision of each student's TFG and the assessment of their work during their stay. This tutor will act jointly with the URJC tutor, in accordance with the current regulations governing the TFG in each of the degrees. The tutor will also be responsible for issuing a reasoned report that will be provided to the URJC tutor at the end of the student's stay at the collaborating institution.
3. To state that it has the material means and services available to guarantee the development of the planned training activities, observing the criteria of universal accessibility and design for all, in accordance with the provisions of Royal Legislative Decree 1/2013, of 29 November, approving the Revised Text of the General Law on the Rights of Persons with Disabilities and their Social Inclusion.
4. He/she shall observe and enforce the health and safety measures established in the assigned workplace, and shall inform, train and enforce compliance with and respect for these measures.

**FIFTH. - DATA PROTECTION AND TRANSPARENCY[[3]](#footnote-3) .**

1. The parties to this Agreement undertake to process the personal data required for its execution in accordance with the provisions of Regulation (EU) 679/2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (GDPR), Organic Law 3/2018 of 5 December on the protection of personal data and guarantee of digital rights and other applicable data protection regulations. The obligations regarding the protection of such data shall be valid for the duration of this Agreement and after its termination.

Each of the parties holds the status of data controller for the processing carried out for the execution of this Agreement and undertakes to incorporate it into the corresponding processing activity, as well as to clearly inform data subjects of the data controller's data, and of the Data Protection Officer, if applicable, as well as of the exercise of their rights. In both cases, the intervention of data processors shall require the consent of both parties and the signing of the corresponding commissioning agreement in accordance with the provisions of article 28 of the GDPR.

Each party shall be responsible for dealing with requests to exercise the rights established in articles 15 to 22, both inclusive of the GDPR, and complaints, where appropriate, to the same, that correspond to processing operations in which they are considered the data controller, and they must collaborate with each other for the appropriate attention and satisfaction of the rights of the data subjects.

The parties shall maintain confidentiality in the processing of all personal data provided by each of them and of the information, of any kind or nature, resulting from the execution of this Agreement and shall comply with the organisational and security requirements that such processing requires.

Personal data will be kept for as long as they are necessary for the purpose for which they have been collected and to determine any liabilities that may arise from that purpose and from the processing of the data.

The personal data of the signatories of this agreement, as well as of the other persons who appear in it, will be incorporated into the processing activity "advice on agreements" for which the Universidad Rey Juan Carlos is responsible, which has a Data Protection Delegate, who can be contacted at protecciondedatos@urjc.es, whose purpose is to manage the conclusion, fulfilment and execution of this agreement and whose legal bases are those provided for in article 6.1.b) and e) GDPR. The personal data may be communicated to the Public Administrations and authorities established by Law and will be kept for the time necessary for the execution of this agreement.

Those affected may exercise their rights of access, rectification, erasure, limitation of processing, portability, opposition, and others recognised in the applicable regulations, before the Universidad Rey Juan Carlos, C/ Tulipán s/n, 28933-Móstoles, and through its electronic headquarters or by consulting protecciondedatos@urjc.es, as well as exercising their right to lodge a complaint with the State Data Protection Agency.

On behalf of \*\*\*[[4]](#footnote-4)

1. TFGs must comply with the principles established in the University's Code of Ethics. The deposit of the TFG in the University's platform in digital format will be compulsory for the purposes of conservation and institutional archiving.

Students may authorise the open publication of their work, if it does not contain confidential information. In this case, the University may ask the student for an alternative document in which potentially confidential information is removed. This does not exempt the student from the obligation to deposit it in the digital archive.

**SIXTH. - DISSEMINATION.**

The URJC and the name of the entity authorise each other to use their respective logos as collaborating entities exclusively in the dissemination and publicity of the activities covered by this agreement, subject to the rules and instructions that both entities may provide to each other for this purpose.

**SEVENTH. - MONITORING, SURVEILLANCE AND CONTROL MECHANISM.**

For the good coordination and monitoring of the actions and their optimal development, the tutor of the URJC and the external tutor of name of the entity will be in permanent contact and communication, meeting whenever they consider it convenient, committing themselves to resolve, by mutual agreement, all the incidences that may arise throughout the development of the actions that are the object of this agreement.

If deemed appropriate, a joint monitoring committee of two representatives from each of the institutions may be set up to monitor the activities carried out jointly.

EIGHTH. - DURATION OF THE AGREEMENT.

The duration of this agreement shall be four years. It may be extended by unanimous agreement of the parties for a period of up to four additional years, which must be formalised in writing one month before the expiry of the agreed period.

**NINTH. - MODIFICATION AND TERMINATION OF THE AGREEMENT.**

This agreement may be amended by unanimous agreement of the parties, which shall be formalised by means of the corresponding addendum.

This agreement shall be terminated by the fulfilment of the actions that constitute its object, or by incurring a cause for termination. The causes of termination are those contemplated in art. 51.2 of Law 40/2015, of 1 October, on the Legal Regime of the Public Sector.

If at the time of the resolution any URJC student were developing the TFG in name of the entity during the period established in the corresponding annex, the agreement will continue to produce all its effects until the end of this period.

The present agreement supersedes any previous agreement for TFG previously signed between the URJC and the name of the entity.

In the event of termination of the agreement, the necessary decisions shall be taken for the proper settlement of the agreement, including any compensation of the defaulting party.

TENTH. - CONSEQUENCES OF NON-COMPLIANCE WITH THE OBLIGATIONS AND COMMITMENTS ASSUMED BY THE PARTIES.

In the event of non-compliance with the obligations and commitments assumed by any of the signatories to the agreement, the non-complying party shall be notified of a summons to comply with the obligations or commitments breached within 30 calendar days. If the non-compliance persists after the period indicated in the summons, the party that sent the summons shall notify the other party of the concurrence of the cause for termination and the agreement may be understood to be terminated.

ELEVENTH. - NATURE AND SETTLEMENT OF DISPUTES.

This collaboration agreement is of an administrative nature, and Law 9/2017, of 8 November, on Public Sector Contracts (BOE of 9 November) does not apply to it, by virtue of the provisions of articles 6.1 and 6.2, being subject to the legal regime of agreements provided for in Chapter VI of the Preliminary Title of Law 40/2015, of 1 October, on the Legal Regime of the Public Sector.

Any discrepancies arising from the interpretation, development, modification, resolution, and effects that may derive from the application of this agreement shall be resolved by agreement of the parties. If no agreement is reached, the contentious issues shall be heard and resolved by the Contentious-Administrative Jurisdiction of Madrid.

And in proof of conformity and for the due record of all that has been agreed, both parties sign this agreement in duplicate and on all its pages, at the place and on the date indicated above.

|  |  |
| --- | --- |
| **By the URJC,** Fernando E. García Muiña Vice-Rector for Research, Innovation and TransferBy Delegation of the Rector, Resolution dated 13 January 2023 | **By name of the entity,** |

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**ANNEX I. INFORMATION TEMPLATE**

This Annex I is incorporated into the agreement for the completion of the TFG signed between the URJC and the name of the entity, signed on (day) of (month) of (year).

|  |  |
| --- | --- |
| **STUDENT:** |  |
| **DEGREE:** |  |
| **ECTS CREDITS:** |  |
| **E-MAIL:** |  | **NIF OR NIE:** |  |
| **DATE OF****START:** |  | **DATE OF****FINALISATION:** |  |
| **DURATION OF THE DAY:**(hours per day) |  | **DAYS OF THE****WEEKLY:** |  |
| **COMPANY OR INSTITUTION WHERE THE TFG WILL BE CARRIED OUT:**  |  |
| **STUDY AID** (euros per month)**:** |  |
| **TUTOR OF THE COLLABORATING ENTITY:** |  |
| **ACADEMIC TUTOR:** |  |
| **TRAINING PROJECT:****EDUCATIONAL OBJECTIVES:****ACTIVITIES TO BE DEVELOPED:**Competences to be acquired: you must select one or more of those included in the teaching guide for the TFG subject, in accordance with the degree's verified report. |

The undersigned student declares his/her agreement to develop the TFG, under this agreement and in accordance with the regulations in force. Likewise, he/she undertakes to maintain the strictest obligation of confidentiality regarding all information to which he/she may have access as a result of developing the TFG that is the object of this agreement.

In witness whereof, they have signed this document in triplicate at (place) on (day) of (month) of (year).

|  |  |  |
| --- | --- | --- |
| URJC tutor signature | Signature of the entity tutor | Student's signature |
|  |  |  |
| Signed:  | Signed:  | Signed:  |

The signatories to this Annex are hereby informed that the personal data provided herein will be processed in accordance with the provisions of the regulations on personal data protection and the fifth clause of the agreement signed:

|  |  |
| --- | --- |
| Responsible  | King Juan Carlos University |
| Purpose | Academic management of the TFG |
| Legitimation | Fulfilment of legal obligation (LOSU)Public interest missionExecution of the TFG Agreement |
| Addressees | Public Administrations, Collaborating Entities  |
| Rights | Access, rectify, delete, as well as other rights included in additional information |
| Additional information | Detailed information on the processing of your personal data can be found at:https://www.urjc.es/proteccion-de-datos/3462-tratamiento-de-datos-personales-por-la-urjc |

**ANNEX II. SIGNATURE PROCEDURE**

The incorporation of the student to the collaborating entity for the TFG can only take place when the following steps have been carried out:

1º Signing of the agreement between the collaborating entity and the URJC through the Vice-Rectorate with competences in matters of Innovation. For the agreement to be signed, it must be sent to: vice.investigacioneinnovacion@urjc.es, by the person responsible for TFG at the centre.

2º Completion by the URJC academic tutor of Appendix I, indicating the requested data, including the maximum number of hours in which the student can develop his/her TFG in the collaborating entity. This maximum will be in accordance with the number of hours of dedication that the TFG subject has according to the verified report of the degree.

3º The URJC academic tutor will provide Annex I to the external tutor for signature. Once signed by the external tutor, the tutor will return it to the student and the academic tutor and the student will sign it.

4º Once Annex I has been signed by all parties, the academic tutor will send it to the Final Degree Project Unit (trabajofindegrado@urjc.es) for its incorporation into the TFG tutoring agreement.

1. The city of the counterpart must be indicated. [↑](#footnote-ref-1)
2. If the counterparty does not have a signature by means of an electronic certificate, the header should be modified to look like the following:

In Móstoles (Spain) and Cancún (Mexico), on the day of the last of the signatures inserted.

In addition, the date on which the counterparty signs should be included in the signature area on the last page of this agreement (example included):

For the xxxxxxx

(signature and stamp)

S.D. XXXXXXX

 (cargo)

Date of signature: [↑](#footnote-ref-2)
3. The text of this clause is foreseen for cases of **AGREEMENTS SIGNED WITH ENTITIES BELONGING TO THE EU. In case** the entity is not part of the EU, or the performance involves international data transfers (outside the EU), the clause of the specific template for these cases should be used.

If the performance of the TFG agreement involves the processing of personal data of one entity on behalf of another, an annex specifying the content of the processor contract must be signed, in accordance with the provisions of Article 28 GDPR.

Also, if the implementation involves transfers of data to third parties, these should be reflected.

Any questions about the wording of this clause can be addressed to the data protection officer at protecciondedatos@urjc.es. [↑](#footnote-ref-3)
4. Complete the contact details provided by the other party in connection with the processing of personal data. [↑](#footnote-ref-4)