

**Entity logo**

**COLLABORATION AGREEMENT BETWEEN UNIVERSIDAD COMPLUTENSE DE MADRID AND THE NAME OF THE PARTNER ENTITY FOR THE Master's Degree in Lifelong Learning, Specialisation Diploma, Expert, Lifelong Learning Diploma and Lifelong Learning Certificate** *(delete as appropriate)* **in "...".**

As the first party, Mrs María Concepción García Gómez, Vice-Rector for Lifelong Learning, Employability and Entrepreneurship, representing the Complutense University of Madrid (hereinafter UCM), appointed by Rector's Decree 37/2023, of 28 June, and acting by delegation of the Rector according to Rector's Decree 28/2023, of 28 June, on the establishment of the Vice-Rectorates of the Complutense University of Madrid, the delegation of powers and various organisational matters, published in the Official Gazette of the Region of Madrid on 10 July 2023.

*(In the event the representative is a company or private institution)*

And as the other party, Mr/Mrs name and position, as the accredited legal representative, in accordance with (document and appointment accrediting the legal capacity with which he/she acts) name of the company, (hereinafter company's acronym), with Tax ID number and with registered address at street, number, postcode, city.

*(If the representative acts on behalf of a public institution)*

And as the other party, Mr/Mrs name, position, in the name and on behalf of name of the institution, with Tax ID number, by virtue of the powers conferred on him/her according to (document and appointment that accredits the legal capacity with which he/she acts) and the address for notification purposes at street, number, postcode, city.

Both parties mutually recognise that they have sufficient legal capacity to enter into this Agreement, and to this effect:

**RECITALS**

1. Article 3 of UCM Statutes, approved by Decree 32/2017, of 21 March, of the Governing Council of the Region of Madrid (BOCM of 24 March 2017), establishes among its functions the creation, development, transmission and critique of science, technology and culture, the dissemination, enhancement and transfer of knowledge at the service of culture, quality of life and economic development, the dissemination of knowledge and culture through university extension and lifelong learning, as well as the fostering of scientific exchange, academic mobility and cooperation for the development of communities, which may be structured through the establishment of relations with other entities for the promotion and development of its institutional objectives.
2. As a party thereto, name of the **partner entity** has the following objectives (brief reference to the objectives).
3. The UCM Regulations on Lifelong Learning Studies, approved by agreement of the Governing Council on 28 June 2022, published in the BOUC on 7 July, which regulates lifelong learning courses, establishes the need to sign a collaboration agreement for lifelong learning courses in Articles 28 and 29.
4. The parties, considering that they have partly overlapping and complementary objectives, decide to join their efforts and agree to enter into this Agreement on the following terms:

**CLAUSES**

**ONE. PURPOSE OF THE AGREEMENT.**

The purpose of this Agreement is to establish and regulate the lines of collaboration between UCM and the Partner Entity for the development of the Master's Degree in Lifelong Learning, Specialisation Diploma, Expert, Lifelong Learning Diploma and Lifelong Learning Certificate *(delete as appropriate)* for the external management of the course covered by this Agreement / the financing of the course covered by this Agreement / the granting of scholarships for students of the course covered by this Agreement *(delete as appropriate)*.

**TWO. COMMITMENTS OF THE PARTIES.**

**A - UCM:**

* Assume the management of the course "course title" and the general supervision of its teaching process. The course will be linked to the name of the UCM Centre.
* Ensure the teaching quality of the training programme.
* Evaluate the degree of satisfaction with the objectives pursued by the Programme.
* Ensure that the course is subject to UCM´s Lifelong Learning Regulations, published in the Official Bulletin of UCM on 7 July 2022.

**B -** Partner Entity:

*(Delete the option(s) that do not apply):*

* **EXTERNAL COURSE MANAGEMENT**

The Partner Entity undertakes to carry out the management of the name of the course.

The course covered by this Agreement will be financed by the tuition fees. Students will pay 85% of the corresponding fees to the Partner Entity, while the remaining 15%, or the fee established for each course by the Budgetary Execution Regulations, will be paid to UCM as tuition fees.

The Partner Entity shall make available the human resources and infrastructure necessary for the normal development of the teaching of the Course Management. This infrastructure includes the premises for teaching, material, computer equipment and facilities, as well as technical and administrative staff, if necessary.

It will also make its network of institutional relations with the professional world of business available to the Course Management in order to provide its students with an ideal relationship between the university environment and professional practice.

Upon completion of the course, the Partner Entity must send the following documentation to the Lifelong Learning Centre, which will be essential to request the renewal of the course by the competent bodies in the following academic year:

* List of UCM teaching staff who have taught the course, indicating the hours taught, according to the standardised model.
* Financial report, which must include the income generated by tuition fees, as well as the expenses incurred by the course, organised by economic items.
* **FINANCING OF THE COURSE**

The Partner Entity undertakes to finance the name of the course (choose in full or in part), for a total amount of amount in numbers and letters.

*Choose one of the following two options, as appropriate:*

*In the case of a degree that requires a university qualification (Master's Degree in Lifelong Learning, Specialisation Diploma or Expert)*

* Payment will be made by transferring the total amount to UCM´s bank account number: ES26 2100 7770 5213 0011 2796, "Tesorería. UCM-Recaudatoria Servicio de Tercer Ciclo y Estudios de Postgrado" held at CaixaBank, indicating "name of the Master’s Degree in Lifelong Learning / Specialisation Diploma / Expert". The Revenue Section of the Administration Service at UCM´s Student Building shall be responsible for accrediting, communicating and making the credit available to the Course, once the corresponding withholding has been made, in accordance with UCM Budget Execution Regulations.
* The economic and administrative management of the courses shall be carried out by the Economic and Administrative Services on behalf of the Centre/Faculty of UCM.

*In the event of a qualification that does not require a university degree (Lifelong Learning Diploma or Certificate)*

* Payment will be made by transferring the total amount to account number: ES72 0049 2196 03 2814461311, in the name of the Fundación General de la UCM (FGUCM), clearly indicating which **Lifelong Learning Diploma or Certificate** course it corresponds to.
* The FGUCM will send the corresponding invoice to the name of the Partner Entity upon receipt of the amount agreed in this Agreement.
* **AWARD OF SCHOLARSHIPS**

The Partner Entity will grant several scholarships so that other students can attend the name of the course. Any student enrolled on the course may apply for these scholarships.

Applicants must meet the conditions and requirements for access regulated in UCM´s Lifelong Learning Regulations, published in UCM´s Official Gazette on 7 July 2022, and those established by the parties to this Agreement.

The amount of each scholarship per student shall be amount in letters and numbers.

*Choose one of the following two options, as appropriate:*

*In the case of a degree that requires a university qualification (Master's Degree in Lifelong Learning, Specialisation Diploma or Expert)*

* Name of the Partner Entity will settle payment by means of transferring the total amount corresponding to the scholarship/s to UCM´s bank account number: ES26 2100 7770 5213 0011 2796, "Tesorería. UCM-Recaudatoria Servicio de Tercer Ciclo y Estudios de Postgrado" held at CaixaBank, clearly indicating which **Degree** it corresponds to. The Revenue Section of the Administration Service of UCM´s Student Building will be responsible for accrediting and communicating receipt thereof.

*In case of a qualification that does not require a university degree (Lifelong Learning Diploma or Certificate)*

* Name of the Partner Entity will settle payment by means of transferring the total amount corresponding to the scholarship/s to bank account number: ES72 0049 2196 03 2814461311, in the name of the Fundación General de la UCM, clearly indicating which **Lifelong Learning Diploma or Certificate** course it corresponds to.

The payment of the fees corresponding to the issuing of the Diplomas or Degrees shall be borne by the students.

**THREE. MONITORING MECHANISM.**

For the proper coordination and monitoring of the actions and their optimal development, a monitoring committee will be set up, composed of the Director of the Lifelong Learning Course covered by this Agreement and (*include the name of the person in charge*) in the case of the Partner Entity, who will be in ongoing contact and communication, meeting whenever they consider it appropriate, undertaking to resolve, by mutual agreement, all incidents that may arise during the development of the actions covered by this Agreement.

**FOUR. PERSONAL DATA PROTECTION.**

The parties to this Agreement, as well as any other third parties related to its performance, shall be bound by the provisions and requirements of the contents of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data and the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as the GDPR) and, where applicable, in Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD) and/or in present and future applicable sector legislation.

Each of the parties shall be responsible for the processing of personal information that it carries out in the performance of the activities deriving from this Agreement. At any event, they are obliged to notify the other party, if necessary, of their privacy policies and any other relevant information, particularly with regard to security.

In the event of non-compliance with the provisions of the data protection regulations, each party shall be solely liable for any improper use, processing or communication it may make of the data processed, in the event of any complaint by the data subjects or by virtue of any inspection by the competent supervisory authority.

Both parties undertake to indemnify the other party against any liability that may arise as a result of a breach of their obligations regarding personal data protection.

Likewise, the parties undertake to maintain the confidentiality of personal data and not to transfer them in an unauthorised manner, diligently complying with the duty of safekeeping and custody, undertaking to adopt the necessary technical and organisational measures to guarantee the security of the personal data they have access to and to prevent their alteration, processing, loss and unauthorised access.

Failure to comply with the obligations and commitments assumed by any of the signatories with regard to data protection shall be cause for termination of the Agreement. Termination on this ground shall not give rise to any right to compensation.

**Details of the signatories:**

The contact details of the signatories of this Agreement, and of any other contact persons who may be involved, will be processed and included in separate processing operations, for which each of the parties is responsible. The aforementioned data will be processed on the basis of the performance of the Agreement, as well as in compliance with a legal obligation and a public interest mission, in order to manage the maintenance, compliance, development, control and execution of the provisions of this Agreement.

The aforementioned personal data shall not be passed on to third parties unless this is required by law for compliance with this Agreement or legal obligations.

Each of the parties must attend to the requests received from data subjects regarding the exercise of the data protection rights contained in Chapter III of the GDPR and concordant provisions of the LOPDGDD, without the exercise against one party affecting the other party responsible for data processing.

In the event that one of the signatory parties exercises the right to erasure or rectification of data, as well as the right to limit the processing of personal data, it shall immediately inform the other parties of this exercise, so that they may, as appropriate, also exercise this right in their processing.

Furthermore, the representatives of the signatory parties, as data subjects, may at any time exercise their rights of access, rectification, erasure, objection, restriction of processing, and the right not to be subject to automated decisions, by contacting the corresponding data protection officer. Where appropriate, the data subject may also lodge a complaint with the competent supervisory authority.

Such data shall be processed for as long as this Agreement between the parties remains in force and, thereafter, shall be kept for the time necessary to fulfil the purpose for which they were collected and to determine any possible liabilities that may arise from said purpose. Subsequently, the conservation or, where appropriate, the erasure of personal information shall be carried out in accordance with the blocking regulations provided for in Article 32 of the LOPDGDD.

**FIVE. TRANSPARENCY.**

This Agreement is subject to the provisions of Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Governance, as well as Region of Madrid Law 10/2019, of 10 April, on Transparency and Participation.

**SIX. DISSEMINATION.**

UCM and (name of the entity) authorise each other to use their respective logos as partner entities exclusively in the dissemination and publicity of the activities covered by this Agreement, subject to the rules and instructions that both institutions may provide to each other for this purpose.

**SEVEN. TERM OF THE AGREEMENT.**

The term of this Agreement shall be four (4) years and shall take effect from the date of signature by the last signatory. It may be extended by unanimous agreement of the parties for a period of up to four (4) additional years, which must be formalised in writing, one (1) month before the expiry of the agreed term.

**EIGHT. 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 Annex.

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

At any event, the parties undertake to complete the actions underway when the termination of the Agreement takes effect.

The Monitoring Committee shall continue to function and shall be responsible for resolving any issues that may arise in relation to the actions underway or deriving from the Agreement and, likewise, in the event of termination, until the pending issues are resolved.

**NINE. CONSEQUENCES FOR BREACH OF THE OBLIGATIONS AND COMMITMENTS ASSUMED BY THE PARTIES.**

In the event of a breach of the obligations and commitments assumed by any of the signatories to the Agreement, the party in breach shall be notified of an instruction to comply with the obligations or commitments breached within thirty (30) calendar days. If the breach persists after the period indicated in the instruction, the party notifying the breach shall inform the other party of the occurrence of the grounds for termination and the Agreement shall be understood to be terminated.

In the event of termination of the Agreement, the necessary decisions shall be taken for the proper settlement of the Agreement, including any compensation by the party in breach.

**TEN. NATURE AND RESOLUTION OF DISPUTES.**

This Collaboration Agreement is of an administrative nature and is subject to the legal regime for 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 a single electronic copy.

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| **ON BEHALF OF UNIVERSIDAD****COMPLUTENSE DE MADRID**María Concepción García Gómez | **ON BEHALF OF ENTITY**Full name of signatory |

**ANNEX**

**1. Information on the processing of personal data related to this Agreement.**

The parties shall inform the signatories acting in the name and on behalf of each of them and the contact persons that the personal data provided by virtue of the same or provided subsequently shall be processed by each of the parties for the purpose of managing the maintenance, compliance, development, control and execution of the provisions of this Agreement, the basis of legitimacy being the legal relationship between the parties.

Without prejudice to the obligations regarding active publicity and the right of access to public information provided for in Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Governance, and in Region of Madrid Law 10/2019, of 10 April, on Transparency and Participation, the parties undertake to respect the confidentiality of the information provided in the performance of this Agreement or any other specific agreement deriving therefrom.

With regard to the processing of personal data that may arise from the performance of this Agreement, the parties expressly agree to comply with Regulation (EU) 2016/679 of the Parliament and of the Council 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 and repealing Directive 95/46/EC (hereinafter referred to as GDPR) and the Organic Law 3/2018 of 5 December on the protection of personal data and guarantee of digital rights (hereinafter referred to as LOPDGDD).

The University shall process the personal data of the signatories of the Agreement, of contact persons and any other persons related to its performance in the following terms:

a) Data Controller

Complutense University of Madrid. Tax ID No. Q2818014I

Avda. de Séneca, 2 - 28040 Madrid

b) Data Protection Officer contact details

The Data Protection Officer may be contacted by email at ofi.dpd@ucm.es or by writing to the UCM Vice-Rectorate for Lifelong Learning, Employability and Entrepreneurship.

c) Purposes and legal basis of processing

Personal data are processed:

▪ For the development of missions of public interest in accordance with Article 2 of Organic Law 2/2023, of 22 March, on the University System (BOE of 23 March 2023), under the provisions of Article 6.1. e) of the General Data Protection Regulation.

▪ For compliance with the legal duty of transparency in accordance with Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Governance.

d) Addressees

The Agreement, indicating the names and surnames of the signatories may be published on the Transparency Portal of the University, in accordance with the provisions of Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Governance, and Region of Madrid Law 10/2019, of 10 April, on Transparency and Participation.

e) No international transfers of data are envisaged.

f) Conservation criteria

Personal data shall be kept for the duration of the Agreement. However, they will be subject to subsequent conservation in the application of Spanish legislation on historical and documentary heritage.

g) Exercise of rights

Data subjects may exercise their right to access, rectify, erase and limit the processing of their personal data, oppose its processing and, where appropriate, not be subject to decisions based solely on the automated processing of their data, *vis-à-vis* UCM through the electronic procedure set up for this purpose and available at the UCM Electronic Office at the following link:

<https://sede.ucm.es/>

Or by writing to:

Vice-Rectorate for Lifelong Learning, Employability and Entrepreneurship

UCM Student Building

Avda. Complutense s/n - Ciudad Universitaria - 28040 Madrid

h) Data Protection Authority

Data subjects have the right to lodge complaints with the Spanish Data Protection Agency, either through its electronic headquarters or at its address, calle Jorge Juan nº 6, C.P. 28001, Madrid.

**THE OTHER PARTY,** as the data controller, will process the personal data of the signatories of the Agreement of persons, contact persons and any other data related to its performance in the following terms:

a) Data Controller

Entity

Tax ID No.

Street, number, etc.

Postcode (Province) (SPAIN).

b) Data Protection Officer contact details

*(In case of an Entity with a delegate)*

The Data Protection Officer may be contacted by sending an email to the email address or by writing to the full postal address.

*(In case of an Entity without a delegate)*

The entity does not have a Data Protection Officer, as it is not necessary to designate one in accordance with Article 37 of the GDPR.

c) Purposes and legal basis of processing

For the fulfilment, implementation and performance of the Agreement in accordance with the provisions of Article 6.1.b) of the General Data Protection Regulation.

d) Addressees

The data may only be communicated to the competent Public Administrations in the cases provided for in the Law and only for the purposes defined therein.

e) No international transfers of data are envisaged.

f) Conservation criteria

Personal data shall be kept for the duration of the Agreement.

g) Exercise of rights

Data subjects may exercise their rights of access, rectification, erasure and restriction of processing of their personal data, opposition to processing and, where appropriate, the right not to be subject to decisions based solely on the automated processing of their data, by contacting Colegio San Ignacio de Loyola at the following email address.

Or by writing to full postal address (of the delegate or, failing that, of the Data Controller).

h) Data Protection Authority

*(In the case of an Entity located in Spain)*

Data subjects have the right to lodge complaints with the Spanish Data Protection Agency, either through its electronic headquarters or at its address, calle Jorge Juan nº 6, C.P. 28001, Madrid.

*(In the case of an Entity located in another EU country)*

To be completed with the relevant details of the Country Authority