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| OTHER PARTY’S CORPORATE IMAGE OR LOGO |



**COLLABORATION AGREEMENT BETWEEN THE COMPLUTENSE UNIVERSITY OF MADRID AND THE COMPANY/ENTITY NAME FOR THE LIFELONG LEARNING MASTER'S DEGREE, SPECIALIZATION DIPLOMA, EXPERT, ON-, LEARNING DIPLOMA AND LIFELONG LEARNING CERTIFICATE** *(delete as appropriate)* **IN "...".**

By and between:

Ms María Concepción García Gómez, Vice-Rector for On-Going Formation, Employability and Entrepreneurship at the Complutense University of Madrid (hereinafter, UCM), named by Rector’s Office Decree 37/2023, on June 28, and the authority that has been delegated to her by Rector’s Office Decree 28/2023, on June 28, establishing the Offices of the Vice-Rectors of the Complutense University of Madrid, delegating authority and setting various organizational issues, published in the Official Gazette of the Community of Madrid on July 10, 2023.

*(If the representative is from a company or private institution)*

And Mr/Ms full name and position, as accredited legal representative, according to (document and appointment that accredits the legal capacity with which he/she acts), of company name (hereinafter, company initials, if applicable), with Tax ID number and registered address at street, number, post code, city.

*(If the representative is from a public entity)*

And Mr/Ms full name and position, in the name of and representing entity name, with Tax ID number, under the responsibilities assigned to them according to (document and appointment that accredits the legal capacity with which he/she acts) and address for notification purposes at street, number, post code, city.

The parties mutually recognize their sufficient legal capacity to enter into this agreement, and therefore they

**DECLARE**

1. The article 3 of the Bylaws of the UCM, approved by Decree 32/2017, of 21 March, of the Government Council of the Community of Madrid (BOCM of 24 March 2017), establishes among its functions the creation, development, transmission and critique of science, technology and culture; the dissemination, evaluation and transfer of knowledge in the service of culture, quality of life and economic development; the dissemination of knowledge and culture through university extension and ongoing training, as well as promoting scientific exchange, academic mobility and cooperation for the development of society, which may be articulated by establishing relations with other entities to promote and carry out its institutional purposes.
2. The purpose of company/entity name is brief reference to its purposes.
3. The UCM Regulations on Lifelong Learning Studies, approved by agreement of the Government Council on 28 June 2022 (BOUC of 7 July 2022), which regulates on-going learning courses, establishes on its articles 28 and 29 the need to sign a collaboration agreement for on-going learning courses.
4. Whereas the parties believe their objectives overlap and are complementary, they decide to join efforts and sign this agreement in accordance with the following

**CLAUSES**

**ONE. SUBJECT MATTER OF THE AGREEMENT.**

The subject matter of this Agreement is to establish and regulate the lines of collaboration between the UCM and company/entity name for the development of the Lifelong Learning Master's Degree, Specialization 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. PARTIES’ COMMITMENTS.**

**A – The UCM’s commitments:**

* Assuming the management of the course “Course name” and the general supervision of its teaching process. The course will be linked to the name of the UCM Centre.
* Ensuring the teaching quality of the training programme.
* Evaluating the level of satisfaction with the objectives pursued by the Programme.
* Ensuring that the course is subject to UCM´s Lifelong Learning Regulations, published in the Official Gazette of the UCM of 7 July 2022.

**B – Company/entity name’s commitments**:

*(Choose the appropriate option and delete the option(s) that do not apply):*

* **EXTERNAL COURSE MANAGEMENT**

Company/entity name undertakes to carry out the management of the course name.

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 the UCM as tuition fees.

Company/entity name shall provide the Course Managment the human resources and infrastructure necessary for the normal development of the teachings. This infrastructure includes the places to teach, material, computer equipment and facilities, as well as technical and administrative staff, if necessary.

In addition, the entity 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 a suitable relationship between the university environment and professional practice.

Once the course is finished, the Company/entity name 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:

* A list of the UCM teaching staff who have taught in the course, indicating the hours actually taught, according to the standardized model.
* Financial report, which must include the income generated by tuition fees, as well as the expenses incurred by the course, organized by economic items.
* **COURSE FINANCING**

Company/entity name undertakes to finance the course name (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 case the course requires a university degree (Lifelong Learning Master’s Degree, Specialization Diploma or Expert)*

* The payment will be made by paying the total amount to the UCM account: ES26 2100 7770 5213 0011 2796, "Tesorería. UCM-Recaudatoria Servicio de Tercer Ciclo y Estudios de Postgrado" held at CaixaBank, indicating "name of the Lifelong Learning Master’s Degree / Specialization Diploma / Expert". The Income 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 case the course does not require a university degree (Lifelong Learning Diploma or Certificate)*

* The payment will be made by paying the total amount to the UCM account: ES72 0049 2196 03 2814461311, in the name of the General Complutense Foundation (FGUCM), indicating which **Lifelong Learning Diploma or Certificate** course it corresponds to.
* The FGUCM will send the corresponding invoice to Company/entity name upon receipt of the amount agreed in this Agreement.
* **SCHOLARSHIPS AWARDS**

Company/entity name will grant several scholarships so that other students can attend the course name. Any student enrolled on the Course may apply for these scholarships.

Applicants must accomplisj the conditions and access requirements 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 case the course requires a university degree (Lifelong Learning Master’s Degree, Specialization Diploma or Expert)*

* The payment will be made by paying the total amount corresponding to the scholarship/s to the UCM account: ES26 2100 7770 5213 0011 2796, "Tesorería. UCM-Recaudatoria Servicio de Tercer Ciclo y Estudios de Postgrado" held at CaixaBank, indicating which **University-specific course** it corresponds to. The Income Section of the Administration Service at UCM´s Student Building shall be responsible for accrediting and communicating its receipt.

*In case the course does not require a university degree (Lifelong Learning Diploma or Certificate)*

* The payment will be made by paying the total amount corresponding to the scholarship/s to the UCM account: ES72 0049 2196 03 2814461311, in the name of the Fundación General de la UCM, indicating which **Lifelong Learning Diploma or Certificate** course it corresponds to.

The payment of the fees corresponding to the issuance of the Diplomas or Courses shall be borne by the students.

**THREE. MONITORING MECHANISM.**

In order to get a 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 (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 execution, shall be bound by the provisions and requirements established by Regulation (EU) 2016/679 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 and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and, where appropriate, by Organic Law 3/2018, of 5 December, Personal Data Protection and Digital Rights Guarantee (LOPDGDD) and/or by the current or future applicable sector legislation.

Each of the parties holds the status of responsible for the processing of personal information carried out in the development of the activities deriving from this Agreement. In any case, they are obliged to communicate to the other party, if necessary, their privacy policies and any other relevant information, particularly in terms of security.

In case of complaint from those affected or from virtue of inspection by the supervisory authority competent, and when not observing the provisions of the data protection regulation, each party shall be solely responsible for the use, processing or improper communication that may be made of the data subjects concerned.

Both parties undertake to hold the other party harmless from any liability that could be declared as a consequence of the breach of the obligations that concern them in relation to the protection of personal data.

Additionally, the parties undertake to maintain confidentiality regarding personal data, and not to transfer them in an unauthorized manner, diligently complying with the duty of care and custody, committing to adopt the necessary technical and organizational measures that guarantee security of the personal data to which access is allowed and to avoid its alteration, processing, loss and unauthorized access.

The breach of the obligations and commitments assumed by any of the signatories in terms of data protection shall be cause for termination of the Agreement. The resolution for this cause shall not give the right to any compensation.

**Signatories data:**

The contact details of the signatories from this Agreement and from the rest of the contact persons who may intervene shall be processed and included in each processing, for which each of the parties is responsible. The aforementioned data shall be processed based on the execution of the Agreement, as well as compliance with a legal obligation and a mission of public interest, in order to manage the maintenance, compliance, development, control and execution according to this Agreement.

The aforementioned personal data shall not be transferred to third parties unless it is necessary in accordance with the Law for compliance with this Agreement or legal obligations.

Each of the parties must respond to the requests it receives, from the interested parties, regarding the exercise of the data protection rights contained in Chapter III of the GDPR and concordant of the LOPDGDD, without the exercise against a controller affecting to the other one.

In case of the owners of the personal data exercise their rights of erasure or rectification, as well as restriction of the processing against one of the signing parties, this party shall immediately notify the other parties of this exercise, so that they may, where appropriate, make it effective also in their processing.

In addition, the representatives of the signing parties, as data subjects, may exercise, at any time, their rights of access, rectification, erasure, opposition, restriction of processing, and no longer 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 control authority.

These personal data shall be processed as long as this Agreement remains in force and, subsequently, they shall be kept for no longer than is necessary for the purposes for which the personal data are processed and also in order to determine the possible responsibilities that may arise from these purposes. Afterwards, the storage or, where appropriate, the erasure of personal information shall be carried out in accordance with the article 32 of the LOPDGDD, related to blocking regulations.

**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, and of Law 10/2019, of 10 April, on Transparency and Participation of the Community of Madrid.

**SIX. DISSEMINATION.**

The UCM and Company/Entity name mutually authorize each other to use of their respective logos as partner entities, exclusively to disseminate and advertise the activities that are part of this Agreement, subject to the rules and instructions that each institution may provide the other for such a purpose.

**SEVEN. TERM OF THE AGREEMENT.**

The term of this Agreement shall be four years and it shall enter into effect from the day of the signature by the last signatory. It may be renewed by unanimous agreement of the parties for up to four additional years, which must be formalized in writing, one month before the original term expires.

**EIGHT. AMENDMENT AND TERMINATION.**

This Agreement may be amended by unanimous agreement of the parties, which shall be formalized through the corresponding addendum.

This Agreement shall be terminated once the actions that constitute its purpose are complete, or if there is cause for termination. Causes for termination are set forth in article 51.2 of Law 40/2015, of 1 October, on the Legal Framework for the Public Sector.

In any event, the parties agree to complete any actions that are underway at the time the Agreement is terminated.

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

If there is a breach of the obligations and commitments assumed by one of the signatories of the Agreement, the breaching party shall be notified and asked to comply with their obligations or commitments within 30 calendar days. If after the period indicated in the notification the breach persists, the party making the request for compliance shall notify the other party of the continuance of the cause for termination and the Agreement may be understood to be terminated.

If the Agreement is terminated, the necessary decisions shall be made to appropriately settle the Agreement, including any possible compensation by the breaching party.

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

This collaboration Agreement is of an administrative nature and is subject to the legal framework for agreements set forth in Chapter VI of the Preliminary Title of Law 40/2015, of 1 October, on the Legal Framework for the Public Sector.

Any disputes regarding the interpretation, implementation, amendment, termination and effects of this Agreement must be resolved by agreement between parties. If it cannot reach an agreement, any litigation shall be subject to the jurisdiction of the Contentious-Administrative Courts.

In witness whereof, and to duly record the agreements made herein, both parties sign this Agreement, either with a validated electronic signature, being the date of signature as the one corresponding to the last one made.

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| **FOR COMPLUTENSE UNIVERSITY OF MADRID**María Concepción García Gómez | **FOR ENTITY**Full name of signatory |

**ANNEXE**

**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 rights of access, rectification, erasure of personal data and restriction of processing of personal data, to object to processing personal data and, where appropriate, not to be subject to a decision based solely on automated processing of the concerning data subject, by requesting from the UCM through the electronic procedure enabled for this purpose and available on the Virtual Branch on 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.