**SPECIFIC COLLABORATION AGREEMENT FOR THE UNDERTAKING OF END-OF-COURSE PROJECTS (DEGREE OR MASTER) BETWEEN THE UNIVERSITY OF VIGO AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(name of company, external research centre, or other collaborating entity)*

**THE PARTIES PRESENT**

For one party, Mr. Manuel Joaquín Reigosa Roger, Chancellor of the University of Vigo, who acts in the name and representation of the entity by virtue of what is laid down in its statutes and of being named Chancellor by decree 110/2022, of 9th May (Official Record of Galicia "DOG" number 117, of 20th June)

 And, for the other party, Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*name and surname*) acting in their role \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (position), as and in the name and representation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name of company, research centre, or other external collaborating entity)*, with Fiscal Identity Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*street, number, post code and city*).

**DECLARE:**

1. That it is the will of the parties to collaborate in the final training stage of the university student, supporting the undertaking of the end-of-course projects that are carried out as part of the subjects for the End of Degree Projects (hereinafter, EDP) and End of Master Projects (hereinafter, EMP).
2. That the EDP and EMP are mandatory subjects in the official syllabus for the official qualifications of degree and master, respectively. Their aim is to allow the student to develop, apply and demonstrate some of the knowledge, capacities and competences they have acquired throughout their academic training.
3. That the EDP and EMP subjects have an academic value of between 6 and 30 ECTS credits, are carried out during the final phase of the syllabus and are oriented towards assessment of the competences included in the official description of the qualification.
4. That the proposal from a student to write an EDP or EMP thesis can be linked to the work carried out by a company, a research centre, a foreign university (as part of a mobility programme), or other external institution (hereinafter, collaborating entities).
5. That this agreement has the objective of establishing a collaboration framework between the parties supporting the undertaking of EDP/EMP subjects by means of stays carried out at the facilities of the collaborating entities)
6. That the project undertaken as part of the EDP or EMP covered by this document will be undertaken under joint and coordinated supervision by the University of Vigo and the collaborating entity itself, in the terms established in University's norms for undertaking and EDPs or EMPs, and the regulations of each centre.
7. That stays at collaborating entities covered by this agreement will not be considered as external practice placements and, therefore, will not be covered by current legislation on such placements.

In light of the above, the parties agree to sign a specific collaboration agreement to be governed by the following

**STIPULATIONS**

**One. Placement of the student**

Each EDP/EMP undertaken covered by this agreement will require the signing of a specific document (Annex I) to formalize the student's stay at the collaborating entity, in which the following information will be provided:

* Details of the student
* Details of the collaborating entity at which the stay will be undertaken
* Details of the project directors at the University of Vigo
* Details of the tutors at the collaborating entity - Details of the project
* Details of the length and timetables of the stay

**Two. Relationship between the student and the collaborating entities**

The relationship between the students and the collaborating entity at which they undertake stays covered by this agreement will not constitute a legal or employment relationship of any kind, nor does it imply any obligation to any economic consideration for any of the parties.

**Three. Commitments of the parties**

The University of Vigo agrees to:

* Name at least one project director, in accordance with the specific norms that regulate the subject, who must collaborate with the person assigned as tutor at the collaborating entity, to ensure that the project can successfully be concluded.
* Establish with the collaborating entity the project's objectives and plan before the stay is initiated.
* Inform the student who is to participate in undertaking the actions envisaged in this agreement of its contents.

The collaborating entity agrees to:

* Name at least one tutor for the project who belongs to the entity and who will monitor the work programme during the student's stay at the collaborating entity.
* Provide the student with appropriate means and facilities for them to undertake the agreed project.
* Guide and help the student to resolve queries and difficulties.
* Facilitate the processing of the documentation required by the student for the EDP/EMP to be undertaken, submitted and defended.
* Inform the University of any modifications in the conditions agreed in Annex 1 attached to this agreement.

**Four. Rights and obligations of the students**

* Carry out their EDP or EMP with diligence and to the best of their ability, in accordance with the conditions agreed in Annex I of this agreement.
* Communicate any incident that affects correct undertaking to the tutors of the EDP or EMP.
* Maintain absolute professional secrecy and confidentiality with regard to the information collected during and after their stay at the collaborating entity
* Know and accept the norms established by the collaborating entity in its security policy and the general regulations on matters of data protection.
* Respect the norms for operations, safety and occupational risk prevention indicated by the collaborating entity.
* Receive, when applicable, a payment in the form of a study grant or aid.

**Five. Work project**

The project to be undertaken by the students on the EDP or EMP:

* Will be included in Annex I attached to this agreement and should establish a working title and the objectives of the project, as well as a brief description of the activities.
* Should be directly related to the syllabus contents acquired during the years of study.
* Will be independent and differentiated from the training project, when applicable, that was undertaken as part of a practical placement at the same collaborating entity.
* Should be undertaken within the limits established by the legal regulations, with particular reference to those deriving from the ethical commitments assumed by the scientific community and ethical norms.

**Six. Offer and demand of projects**

The offer of this type of end-of-study projects will be managed by the school or faculty of the University of Vigo to which the degree programme is attached and the syllabus belongs for the subject of the EDP or EMP in which the interested student is enrolled. In some cases, collaborating entities can propose project offers, which will be considered by the teaching centres (in the case of EDPs) or the academic committee for the master (in the case of EMPs), to assess their suitability and academic coherence as end-of-study projects before they are offered.

**Seven. Length and timetable**

The duration of the stay at a collaborating entity to support the undertaking of an end-of-study project will not exceed the credits stated for the subject in the qualification's official description.

The timetable for the stay of the student at the collaborating entity will be established in accordance with the characteristics of the same and the availability of the collaborating entity and will be included Annex 1attached to this agreement.

The attendance regime must include the regulation that allows the student to meet their academic, training, representation and participation responsibilities, and those to reconcile, in the case of students with disabilities, the undertaking of stays with those activities and personal situations derived from or connected to their situation as a person with disability, with sufficient prior notice to the collaborating entity.

**Eight. Authorship and intellectual property**

Each student has the right for their authorship to be recognised in the project undertaken during their stay at the collaborating entity as part of their EDP/EMP, and also the protection of their intellectual property. Ownership of the rights derived can be shared with both the academic tutors (directors) and those at the collaborating entity according to the terms and conditions envisaged in current legislation on matter of intellectual property.

The intellectual and industrial property of the EDP/EMP will be in accordance with current legislation.

**Nine. Confidentiality**

Projects undertaken at the facilities of a collaborating entity may contain information that, owing to the relevance it has to the entity’s activity, could require it to be treated with due confidentiality. The academic tutors of an EDP or EMP must maintain confidentiality regarding any information they are party to as a consequence of their activity as a tutor. Likewise, the student must maintain confidentiality regarding internal information at the collaborating entity and maintain professional secrecy on activities carried out during and after their stay. When necessary, the collaborating entity may demand that both the director and the student sign specific confidentiality agreements. The measures guaranteeing confidentiality in these projects during the acts of undertaking them, submitting them and defending them are contained in a confidentiality protocol for the EDPs or EMPs and can be activated on request from the collaborating entity or the student authoring the project.

**Ten. Insurance cover**

Any eventuality in terms of accident or civil liability that may occur during the time the project is undertaken as part of the EDP or EMP during the student's stay at the collaborating entity will be covered, as the case may be, by the school insurance or by accident or civil liability insurance taken out for this purpose by the University of Vigo.

When undertaking an EDP or EMP abroad, regardless of the modality, students must take out accident insurance at their own expense, including repatriation and civil liability insurance, and must provide a copy of the policy to their supervisor at the collaborating institution at the start of the stay.

**Eleven. Conflict resolution**

Any conflict that may arise in undertaking the conditions agreed in Annex I attached to this Agreement shall be resolved by a committee formed ad hoc by a person representing the collaborating entity (other than the person acting as tutor) and by the person who coordinates the study programme to which the student belongs, or the person delegated by him/her.

**Twelve. Duration and grounds for termination of the agreement**

This agreement shall come into effect on the date of signing and shall have a duration of four years. At any time before the end of the above period, the parties may expressly agree to extend it for a period of up to four additional years.

This agreement will be terminated by any of the following causes:

* By request for termination by one of the parties. In this case, the interested party must give written notification to the other party at least three months prior to the date on which it intends to terminate the agreement.
* By mutual agreement of the parties, by means of the corresponding written notice.
* By breach of the commitments established in this agreement by either of the parties, having previously been made clear through reliable written communication, and with a period of notice of at least one month, by the party to whom the breach is detrimental.
* By a court decision declaring the agreement null and void.
* For any other cause other than the aforementioned that is provided for by law.

In all events, the parties agree to terminate the development of the activities already started by a student who may be undertaking a stay at the entity at the time of the notification of the complaint.

**Thirteen. Data protection**

(CHOOSE BETWEEN OPTION A, B OR C, WITH ONLY ONE OPTION REMAINING IN THE AGREEMENT)

**OPTION A**. CLAUSE IN THE COOPERATION FRAMEWORK AGREEMENT IN THE EUROPEAN ECONOMIC AREA (Spain, the rest of the European Union, Liechtenstein, Iceland and Norway)

The parties declare and commit to properly using the personal data obtained as a result of the development of this agreement within the framework of the provisions of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and and the implementing rules applicable to each party.

In the execution of this agreement, the parties declare that they assume the status of independent data controllers, as each party in its own sphere of action determines the means and purposes of the necessary data processing; and that the conditions are not met for them to be considered jointly responsible for the processing under the provisions of the GDPR. Consequently, each of the signatory parties shall be individually liable to the data subjects and to the competent supervisory authorities for any failure to comply with their corresponding obligations regarding the protection of personal data, as well as for any infringements they may have committed.

Interested parties may exercise their rights of access, rectification, cancellation, objection, limitation, and portability under the legal terms provided for, by means of communication to the corresponding registered address of the data controller, as well as, where applicable, by e-mail to the respective data protection delegates. If the request for the exercise of rights is submitted to a party that is not the competent party for its processing and resolution, the latter shall transfer it to the competent party as soon as possible, informing the interested party of this.

If the correct execution of any of the provisions of this agreement requires the transfer of personal data from one of the parties to the other, this will be based on the legitimisation, at least, in the fulfilment of this agreement, in accordance with the provisions of article 6.1.b) of the RGPD, as long as it is limited to the minimum necessary to achieve the objective pursued. In any case, the transferee entity shall adopt the appropriate measures to limit the access of its employees to the personal data transferred during the term of this agreement.

Notwithstanding the above, the personal data contained in this agreement relating to the signatories shall and/or may be subject to those actions arising from the application and compliance with the regulations on transparency and access to public information applicable to the Universidade de Vigo and, where appropriate, to the other party.

**OPTION B.** CLAUSE IN THE COOPERATION FRAMEWORK AGREEMENT BETWEEN COUNTRIES DECLARED AS ADEQUATE BY THE EUROPEAN COMMISION[[1]](#footnote-1)

The parties state and undertake to properly using the personal data that are processed as a result of the development of this agreement within the framework of the provisions of the regulations in this area that are applicable to each party.

a) In the case of the University of Vigo, it will be Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 (RGPD), Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD) and other implementing regulations.

B) In the case of \_\_\_\_\_\_\_\_\_\_ (*name of the company, research center or other external collaborating entity*), and considering that it belongs to \_\_\_\_\_\_\_\_\_\_ (*country*), which has a declaration of adequacy from the European Commission adopted in accordance with the provisions of Article 45 of the RGPD as stated on the [website of the Spanish Data Protection Agency](https://www.aepd.es/es/derechos-y-deberes/cumple-tus-deberes/medidas-de-cumplimiento/transferencias-internacionales), the country's regulations on data protection will be applied.

In the execution of this agreement, the parties declare that they assume the status of independent data controllers, as each party in its own sphere of action determines the means and purposes of the necessary data processing; and that the conditions are not met for them to be considered jointly responsible for the processing under the provisions of the GDPR. Consequently, each of the signatory parties shall be individually liable to the data subjects and to the competent supervisory authorities for any failure to comply with their corresponding obligations regarding the protection of personal data, as well as for any infringements they may have committed.

Interested parties may exercise their rights of access, rectification, cancellation, objection, limitation, and portability under the legal terms provided for, by means of communication to the corresponding registered address of the data controller, as well as, where applicable, by e-mail to the respective data protection delegates. If the request for the exercise of rights is submitted to a party that is not the competent party for its processing and resolution, the latter shall transfer it to the competent party as soon as possible, informing the interested party of this.

If the correct execution of any of the provisions of this agreement requires the transfer of personal data from one of the parties to the other, this will be based on the legitimisation, at least, in the fulfilment of this agreement, in accordance with the provisions of article 6.1.b) of the RGPD, as long as it is limited to the minimum necessary to achieve the objective pursued. In any case, the transferee entity shall adopt the appropriate measures to limit the access of its employees to the personal data transferred during the term of this agreement.

Notwithstanding the above, the personal data contained in this agreement relating to the signatories shall and/or may be subject to those actions arising from the application and compliance with the regulations on transparency and access to public information applicable to the Universidade de Vigo and, where appropriate, to the other party.

**OPTION C.** CLAUSE IN THE COOPERATION FRAMEWORK AGREEMENT WITH THIRD COUNTRIES OTHER THAN THOSE MENTIONED ABOVE

The parties state and undertake to properly using the personal data that are processed as a result of the development of this agreement within the framework of the provisions of the regulations in this area that are applicable to each party.

a) In the case of the University of Vigo, it will be Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 (RGPD), Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD) and other implementing regulations.

B) In the case of \_\_\_\_\_\_\_\_\_\_ (*name of the company, research center or other external collaborating entity)*, the country's regulations on data protection will be applied.

Given that \_\_\_\_\_\_\_\_\_\_ (*name of the company, research center or other external collaborating entity*) belongs to a country that does not currently have a declaration of adequacy from the European Commission adopted in accordance with the provisions of Article 45 of the RGPD, the University of Vigo may only carry out the international transfer of personal data necessary for the proper execution of this agreement, and for which it is responsible for the processing, if adequate guarantees are provided in accordance with the provisions of Articles 46 and following of the RXPD.

Therefore, and in accordance with its legal system, having the status of (Choose the appropriate option)

* public law entity, the parties formalize the corresponding agreement (annex) which together with this agreement constitutes, as provided in Article 46.2.a) of the RGPD and in the Directives 2/2020 of the European Data Protection Committee, the legally binding and enforceable instrument between public authorities or bodies.
* entity under private law, the parties formalize the corresponding agreement (annex) drawn up, as provided for in Article 46.2.c) of the GDPR, in accordance with the standard clauses approved by the European Commission by Implementing Decision (EU) 2021/914 of 4 June 2021.

Notwithstanding the above, the personal data contained in this agreement relating to the signatories shall and/or may be subject to those actions arising from the application and compliance with the regulations on transparency and access to public information applicable to the Universidade de Vigo and, where appropriate, to the other party.

**Fourteen. Publicity**

In accordance with the provisions of the regulations on transparency, access to public information and good governance, this agreement will be published on the University of Vigo website.

When it is not possible to publish it in its entirety for reasons of confidentiality, indication will be given of its purpose, the signatories, duration, economic obligations or those of any kind, and any modifications.

**Fifteen. Nature and jurisdiction**

Litigious issues arising regarding the interpretation, modification, resolution and effects of this agreement shall be resolved, in the first instance, by the Vice-Chancellor's Office responsible for academic organisation of subjects with final year projects. Any conflicts that may arise on both sides, and which cannot be resolved internally, shall be subject to resolution by the contentious-administrative jurisdiction law, given the administrative nature of this agreement.

This agreement, of a legal-administrative nature, is signed in accordance with Law 40/2015, of 1 October, on the Public Sector Legal Regime.

Any disputes that may arise regarding the interpretation, modification, execution, termination and effects that may derive from this agreement shall be resolved amicably between the parties within the committee foreseen in stipulation for these cases

As this agreement is of an administrative nature, the contentious-administrative jurisdiction will be competent to resolve any litigious issues that may arise between the parties, in accordance with the provisions of articles 1 and 2 of Law 29/1998, of 13 July, regulating this jurisdiction.

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| The Chancellor of the University of Vigo | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Position of the representative of the company/institution)* |
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| Manuel Joaquín Reigosa Roger | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Position of the representative of the company/institution)* |

In witness whereof, the parties hereto sign this agreement on the date of the latest electronic signature.

1. The countries stated as adequate by the European Commision so far are the following: Switzerland, Canada, Argentina, Guernsey, Isle of Man, Jersey, Faroe Islands, Andorra, Israel, Uruguay and New Zealand. [↑](#footnote-ref-1)