**AGREEMENT BETWEEN THE UNIVERSITAT JAUME I OF CASTELLÓ AND …………………… FOR ………………………**

This Agreementis entered into inCastelló de la Plana, on … ………… 202…

**BY AND BETWEEN**

The Universitat Jaume I, with tax code Q-6250003-H and its registered office in Castelló de la Plana, Spain (Av. Sos Baynat, s/n, 12071), represented by its Rector, Eva Alcón Soler, appointed by Decree 60/2022, of 20 May 2022, of the Valencian Government and acting on behalf of the University by virtue of the powers conferred upon her by Article 71.1.*i* of the Statutes of the Universitat Jaume I, approved by Decree 95/2021, of 9 July, of the Valencian Government (published in DOGV 9128 dated 15 July 2021),

**AND**

The organisation ………………………….., with tax code ……………. and its registered office in …………………………………………………………………., represented by …………………………………………, the holder of identity document number ……………………………….., by virtue of the powers conferred upon him/her by ……………………………………………………….

The two parties mutually acknowledge that they have sufficient legal capacity to enter into this Agreement and

**STATE**

1. That the UJI is an organisation governed by public law, with a separate legal personality, at the service of society in the sphere of study, teaching and research. It has the following aims and powers: ………………………….

2. That …………… is an organisation with a separate legal personality with the following aims ……………

3. That the two organisations are interested in ………………

NOW, THEREFORE, the parties agree to the following

**CLAUSES**

**1. Purpose of the agreement**

1. The purpose of this agreement is ……………

2. The ownership of the results obtained will be as follows: ………………

**2.Obligations and commitments**

1. The parties have the following obligations in the performance of this agreement:

a) Obligations of the UJI:

1. ……………
2. ……………
3. ……………

b) Obligations of the organisation ………………:

1. ……………
2. ……………
3. ……………

2. The parties will make the following contributions (‬if any), ‬broken down by year and budget item‬:

* Year 2022: ……… … euros (budget item ……)
* Year 2023: ……… … euros (budget item ……)
* Year 2024: ……… … euros (budget item ……)
* Year 2025: ……… … euros (budget item ……)

**3.Justification of the expenditure[[1]](#footnote-1)**

To receive the amounts listed in the previous section, the parties must submit invoices for the amounts of the grants received, together with a certificate stating that the organisation has no outstanding tax or social security debts.

**4.Payment[[2]](#footnote-2)**

The payment for each financial year will be made in accordance with the following schedule:

* Year 2022: ………
* Year 2023: ………
* Year 2024: ………
* Year 2025: ………

**5. Duration**

1. The duration of this agreement is …. years[[3]](#footnote-3) from the date of signature.

2. At any time before the end of the term established above, the signatories may agree to extend this agreement for the same initial period or to terminate it.

**6. Amendment**

The signatories may amend this agreement by mutual consent.

**7. Monitoring**

A joint committee will monitor,

* …………… representing the UJI
* …………… representing …………

**8. Termination**

1. This agreement may be terminated for the following reasons:

1. Expiry. The agreement will be understood to have been performed at the end of its term and when it has been implemented to the satisfaction of both parties.
2. By mutual consent of the parties.
3. Owing to a breach of contract by one of the parties.
4. Repudiation by either of the parties, which must be notified to the other party with at least three months' notice. In any case, the parties will fulfil their obligations to complete any activities that have already started and are still under way at the time of termination of the agreement.

2. If either party breaches its obligations and commitments, the following consequences and criteria for determining compensation will be applicable: ……………………………

**9.Disputes**

Without prejudice to the powers of each organisation, any disagreements arising from the implementation of this contract will be examined and settled by a joint committee made up of four members – two representing the University and the other two representing the organisation.

If such panel fails to reach an agreement, the disputes shall be heard and dealt with by the Administrative courts.

**10.Data protection**

Issues concerning personal data protection will be governed by the terms referred to in Appendix I.

**11. Derogatory provision**

This agreement supersedes and nullifies any prior agreement that may have been signed on the same subject matter.

In witness whereof, the parties have signed two copies of this document in the place and on the date set forth above.

For the Universitat Jaume I For the organisation ………

The Rector The ……………………………….…… [position]

Eva Alcón Soler [Full name]

**APPENDIX I**

As and where applicable, the Parties undertake to comply with the 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 (GDPR), which repeals Directive 95/46/EC (General Data Protection Regulation) and other applicable provisions.

When personal data is processed by a third party on behalf of any signing party, the processing carried out by the processor shall be governed by a contract or other legal act which connects the processor with the controller and includes the content provided by Article 28 (3) of the GDPR.

If the processor resorts to another processor in order to carry out certain processing activities on behalf of the controller, this new processor shall be imposed with the same obligations, by means of a contract or other legal act and it shall require the controller's prior written authorisation.

When data is transferred to third countries on behalf of any of the signing parties or the processor, this data transfer can be carried out without authorisation to a third country or to an international organization if there is an adequacy decision which ensures an adequate level of protection. If no adequacy decision has been made, a suitable safeguard must be provided according to Article 46 of the GDPR, a binding corporate rule must be sought in accordance with Article 47, or applicable exemptions, from among those defined in Article 49 of the GDPR, shall be considered.

Within the framework of this Agreement, if a third party is provided with personal data, the receiving party shall be responsible for the data processing and shall be authorised by the data subjects before starting the processing. The receiving party shall not disclose the data to third parties, unless it is necessary to fulfil the aims of the Agreement and provisions have been established for this purpose, or it has been required to do so by a competent authority, a judge or a court according to the law in force. In any other case, the receiving party shall be responsible for the new data processing and the request for consent to the data subject, if necessary.

The disclosing party ensures that the data transferred has been obtained legitimately and that the data subjects have been informed and, if necessary, their consent has been requested in order to carry out the communication or communications arising from the implementation of this agreement or contract. Furthermore, the disclosing party undertakes to notify the receiving party about any rectification or deletion of the data that has been requested by the data subjects, while the data is being processed by the receiving party in order to make them effective.

1. This section must be included only if necessary. [↑](#footnote-ref-1)
2. This section must be included only if necessary. [↑](#footnote-ref-2)
3. Up to four years [↑](#footnote-ref-3)