**COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU) AND *(name of the research centre/organisation)* FOR THE HOSTING AND, WHERE APPROPRIATE, THE SUPERVISION OF A MASTER'S GRADUATION ASSIGNMENT WITHIN THE FRAMEWORK OF THE UNIVERSITY MASTER'S DEGREE IN *(name of the Master's degree)***

In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_

**THE PARTIES PRESENT**

Mr/Ms *(name and surname(s) of the member of the management team at the UPV/EHU teaching institution, with sufficient authority),* representing the University of the Basque Country, from here on the UPV/EHU), in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And Mr/Ms *(representative of the collaborating entity, with sufficient authority)* representing and acting on behalf of (*name of the entity*) (from here on, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), with Tax ID num. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and resident, for the purposes of correspondence, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of their organisation and by virtue of *(details of the corresponding power of attorney: date, place, notary and number).*

Both Parties, each recognising the other's sufficient legal authority to sign this collaboration agreement, hereby

**DECLARE**

**ONE. -**  That the UPV/EHU is a multi-sector and multidisciplinary legal entity of public law dedicated to teaching, research and scientific-technological development.

That, specifically, the UPV/EHU runs the following Master's degree course(s) (name of Master's degree/degrees).

**TWO**. - That *(name of the collaborating entity)* is a (*research centre/entity),* engaging in *(as appropriate)* activities in several knowledge fields.

**THREE. -** That article 15.3 of Royal Decree 1393/2007, of 29 October, which establishes the regulations for official university teaching activities, states that all Master's courses shall conclude with the completion and defence of a graduation assignment, worth between 6 and 30 credits.

**FOUR. -** That during the application of that stated in Royal Decree (R.D.) 1393/2007, through Resolution of 12 June 2019, issued by the Pro Vice Chancellor for Graduate and Postgraduate Studies of the UPV/EHU, official Regulations governing the completion and defence of the Master's graduation assignment at the University of the Basque Country (UPV/EHU) were published, after having been approved by the Governing Board on 30 May 2019.

That said Regulations stipulate that the graduation assignment may be carried out, wholly or partially, in an institution or organisation other than the UPV/EHU, providing it complies with the conditions established therein. It also states that an agreement must be signed with the external collaborating entity for the completion and/or supervision of a Master's graduation assignment, in accordance with both that stipulated in the Regulations and that established in article 25, section g) of the UPV/EHU Governing Board's Operating Regulations (BOG 5 December 2005).

**FIVE. -**  Taking the aforementioned points into account, and with the ultimate aim of institutionalising the collaboration between the signatory Parties, both recognise each other's legal capacity to sign this agreement, in accordance with the following

**CLAUSES**

**One. - Aim**

The aim of this agreement is to establish a collaboration programme *between the UPV/EHU and (name of the collaborating entity)* in order to complete and, where appropriate, supervise, Master's graduation assignments (from here on MGAs) within the framework of the Master's degree(s) in *(name of the specific Master's degree(s) or general name referring to all Master's degrees run by a specific school)* by students enrolled at the UPV/EHU.

Thus, staff at (*name of the collaborating entity*) may collaborate in the completion of an MGA carried out by students on the aforementioned course(s), always in accordance with current legislation and the conditions and requirements for supervising and completing an MGA.

**Two. -**  **Academic and administrative commitments**

Prior to commencing activities, the Appendix to this agreement must be signed by both Parties. Said Appendix must specify (at least) the following details:

* Master's programme on which the student is enrolled.
* Academic year in which the student is to commence their MGA in the collaborating entity.
* Student details.
* Laboratory or research unit of the collaborating entity in which the MGA will be carried out.
* Supervisor or Co-supervisor of the MGA from the collaborating entity (as appropriate).
* Supervisor or Co-supervisor of the MGA from the UPV/EHU (as appropriate).
* Proposed time frame for completion of the MGA.
* Aspects related to confidentiality.
* Aspects related to intellectual and industrial property.
* Student's acceptance.

**Three. -**  **Specific commitments made by the UPV/EHU**

* To expressly mention the collaboration of (*name of the collaborating entity*) in the completion of the University Master's programme entitled (name of the Master's degree), as well as in all activities carried out in relation to it.
* To provide the collaborating entity with information about the university regulations governing Master's degrees.
* To inform the student of the content of this agreement.
* To ensure that the student gives their express permission for the ceding of their data for the purposes outlined in clause thirteen.
* Any other commitments stipulated by the regulations currently in effect.

**Four. -** **Specific commitments made by (*name of the entity)***

* To participate in the University Master's degree in (*name of the Master's degree*), enabling the student to complete their MGA in their facilities and, where appropriate, to supervise or co-supervise it.
* To assign a person to assume responsibility for the activities carried out by the student (in the event of no supervisor or co-supervisor being named).
* To comply with current university regulations regarding the teaching of Master's degrees.
* To provide the material and infrastructure necessary for the adequate completion of the MGA by the student.
* To provide the student with access to any documents they may require for the MGA.
* To draft a written report prior to the defence of the MGA.
* Any other commitments stipulated by the regulations currently in effect.

**Five. -**  **Students' Rights and Obligations**

1. The rights and obligations derived for students from this agreement are as follows:

* To start work on their MGA on the specified date and under the specified conditions.
* To comply with working hours and abide by the regulations established by the collaborating entity.
* To complete their MGA diligently, making full use of the facilities provided, in accordance with the MGA activity plan and the specific conditions established.
* To obtain a written report from the MGA supervisor prior to the viva.
* To inform the MGA supervisor at the collaborating entity of any incident that may affect the correct completion of the MGA.
* To inform the Academic Commission of the Master's degree of any incident that may arise during the course of the MGA.
* To respect professional secrecy and confidentiality in relation to the information gathered at the collaborating entity.
* To respect intellectual and industrial property under the terms established in the legislation governing this issue and in any agreements signed.
* To receive, where stipulated, financial remuneration in the form of an allowance or study aid.
* Under no circumstances do the clauses of this agreement imply the cession or transfer of any intellectual or industrial property rights held by the collaborating entity.
* Any other commitments stipulated in current regulations.

1. In the event of failure to comply with the obligations outlined in the previous section, activities may be suspended before the established completion date. If this were to occur, the UPV/EHU or collaborating entity should inform the Monitoring Commission established in this agreement, which shall be responsible for deciding whether or not to proceed with said suspension within a maximum period of 10 days.

**Six. -**  **Nature of the relationship between the student and *(name of the collaborating entity)***

1. The signing of this agreement by the collaborating entity does not imply the undertaking of any more commitments than those stipulated therein and under no circumstances will result in the obligations inherent to an employment contact, since the relationship established between the student and the collaborating entity is not of that nature.
2. Given the academic nature of the MGA, its development and completion will never, under any circumstances, give rise to the obligations of an employment contract; nor will its content ever substitute the work carried out by those in formal positions of employment.
3. Moreover, and in the event of the student joining the staff at the collaborating entity at the end of their assignment, the time spent completing the MGA will not be taken into account when calculating length of service, nor will it exempt the student/new member of staff from having to complete a trial period, unless otherwise indicated in the corresponding applicable collective agreement.

**Seven. -** **MGA activity plan**

For the purposes of supervising the MGA, the Master's Academic Commission will coordinate the activities to be carried out, informing the MGA supervisor(s) at (*name of the collaborating entity*) prior to the commencement of the activities which are the object of this agreement.

**Eight. -** **Supervision of the Master's Graduation Assignment**

1. When the MGA is to be carried out in the collaborating entity and supervised by faculty at the UPV/EHU, the UPV/EHU faculty member must hold a PhD and be included on the list of faculty eligible for supervising the degree's MGAs.

When the MGA is to be supervised by someone at the collaborating entity, said person must hold a PhD and be included on the list of faculty eligible for supervising the degree's MGAs.

The MGA may be co-supervised by someone from the collaborating entity who holds a PhD and is included on the list of faculty eligible for supervising the degree's MGAs and a faculty member at the UPV/EHU eligible for supervising the degree's MGAs.

When the MGA is to be supervised by someone from the collaborating entity who does not hold a PhD, they may co-supervise the MGA along with a faculty member at the UPV/EHU who does hold a PhD.

Under exceptional circumstances, and when the Postgraduate Commission so authorises, faculty who do not hold a PhD may supervise MGAs carried out within the framework of professional Master’s degrees, providing the corresponding justification is duly presented.

The profiles and duties of Supervisors and Co-supervisors of MGAs are outlined in the Appendix to this agreement.

1. Prior to the end of the enrolment period, the Master’s degree Academic Commission shall establish and publish a procedure for appointing supervisors and shall specify the different issues on which the assignment may focus, as well as the languages in which the MGA can be carried out and defended.
2. In general terms, MGA Supervisors and Co-supervisors must (in a coordinated manner):

* explain the characteristics of the assignment to students
* guide students during the assignment
* ensure the aims established are fulfilled
* monitor and draft a written report prior to the viva (the student will receive a copy)

**Nine. -**  **Intellectual property rights**

The MGA is protected by Intellectual Property Law. Consequently, title to the intellectual property rights corresponds to the author of the work, unless otherwise established in the corresponding Appendix, in the terms and under the conditions outlined in current law.

**Ten. -** **Monitoring Commission.**

The signatories to this agreement will set up a joint Monitoring Commission, with an equal number of members from each institution.

Other people may also be invited to join the Commission, providing an agreement is reached between the two signatory parties.

The Commission will be responsible for resolving any incidents linked to compliance with this agreement or to its interpretation and/or execution during the course of the MGA.

**Eleven. - Grants**

In general, students will not receive any financial aid during the completion of the MGAs.

**Twelve. - Liability and insurance**

**a) Insurance for UPV/EHU students**

1. The UPV/EHU has a civil liability insurance policy that covers any damages caused by students during the completion of their MGAs.
2. Neither the university nor the student may be held responsible for damages caused by orders or instructions given by the supervisor or co-supervisor from the collaborating entity that are not included in the MGA activity plan.
3. All Spanish, European or foreign students with a residence permit aged under 28 who are enrolled on an official university course are covered by the school insurance policy. Moreover, the UPV/EHU has an accident and medical assistance policy called EHU Ikasle Asegurua which covers all students enrolled at the university in Spain.
4. Students completing their MGA abroad must take out the IBILI policy or an equivalent policy with a similar coverage.

**b) Insurance covering staff at *(name of the collaborating entity)* collaborating in training activities**

Staff at (*name of the collaborating entity*) who collaborate in training activities carried out by students on the aforementioned Master's degree courses must be duly insured by (*name of the collaborating entity*) during the time they are performing the agreed upon tasks, which involve collaborating with the university in representation of the aforementioned entity with which they have a contractual relationship.

**Thirteen.- Personal data protection**

The signing of this agreement implies authorisation for the ceding and processing of holders' personal data for the sole purpose of the agreement and in accordance with that stipulated in Organic Act 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights, and 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).

Under no circumstances may the data be used for purposes other than those established in this agreement and (where appropriate) in the corresponding Appendix.

Personal data will not be ceded or communicated to third parties, except when necessary to ensure their correct attention, development, control and compliance with the expressed purposes, as well as under those circumstances envisaged in current law.

Proprietors of the data may exercise their right to data access, rectification, erasure and portability, as well as their right to restrict and refuse processing and to not be the object of decisions based solely on the automated processing of their data, by contacting the Data Protection Delegate at the University of the Basque Country, Barrio de Sarriena s/n, 48940 Leioa (Bizkaia) or by email at: dpd@ehu.eus.

Furthermore, the Parties undertake to adopt the technical and organisational measures necessary to guarantee the security of the personal data in their possession and to prevent unauthorised alteration, loss, processing or access, taking into account the state of the technology used, the nature of the data stored and the risks to which they are exposed, be they the result of human action or the natural physical environment.

**Fourteen. - Interpreting the Agreement**

This present agreement is an administrative agreement and its interpretation and development shall be governed by applicable administrative legislation.

Any problems which may arise in relation to the agreement or its application shall be resolved by the Monitoring Commission outlined in clause ten.

**Fifteen. - Duration of the Agreement**

This Agreement will last for four years from the date on which it is signed. After the end of this period, it will be considered tacitly renewed for further four years unless one of the signatory Parties expresses their desire to the contrary before 30 June of the academic year prior to the one in which they do not want the agreement to continue.

Termination of the agreement must be communicated to the other Party in writing and will not affect the activities currently under way at the time. This in no way invalidates that established in clause five regarding early suspension of activities.

**Sixteen. - Grounds for termination**

This agreement may be terminated for any of the following causes:

* Mutual agreement of the signatory parties or denouncement by one of the parties under the terms stipulated in clause fifteen.
* Elimination of the official Master's course that is the object of this agreement.

**Seventeen. - Finalising the MGA in the event of the Agreement being terminated**

If the agreement is terminated, both Parties undertake to ensure that the student(s) currently engaged in the MGAs which are the object of the agreement have the opportunity to complete them.

In witness thereof, the intervening Parties sign this Collaboration Agreement in duplicate at the place and on the date indicated above.

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| *The (position at the UPV/EHU)*  *(name and surname(s) of the member of the management team at the corresponding UPV/EHU teaching institution)*  (Signature and stamp) | *The (position in the entity)*  *(name of the entity)*  (Signature and stamp) |

**APPENDIX TO THE COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (UPV/EHU) AND *(name of the research centre/organisation)* FOR THE COMPLETION AND, WHERE APPROPRIATE, THE SUPERVISION OF MASTER'S GRADUATION ASSIGNMENTS WITHIN THE FRAMEWORK OF THE UNIVERSITY MASTER'S DEGREE IN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SIGNED ON \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ , \_\_\_\_\_\_\_\_\_\_\_, CORRESPONDING TO THE 20 \_\_\_\_\_\_/20 \_\_\_\_\_\_ ACADEMIC YEAR.**

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| Mr/Ms. |  |

Head of the University Master's degree, in representation of the **University of the Basque Country (EPV/EHU).**

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| Mr/Ms. |  |

in representation of ***(name of the collaborating entity).***

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| Mr/Ms. |  |

as a **student**.

In accordance with that established in the collaboration agreement signed between the UPV/EHU and (*name of the entity*), the following information is given:

1. Courses run by the UPV/EHU (University Master's degrees)

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1. Centre, Laboratory or research unit of (*name of the collaborating entity*) in which the MGA will be carried out.

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1. (*In the event of the MGA being supervised by someone from the collaborating entity*)

MGA supervisor from *(name of the collaborating entity)*

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1. *(In the event of the MGA being supervised by a faculty member at the UPV/EHU and by someone from the collaborating entity)*

MGA co-supervisor from *(name of the collaborating entity)*

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1. *(In the event of the MGA being supervised by a faculty member at the UPV/EHU )*

MGA supervisor from the UPV/EHU

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1. *(In the event of the MGA being supervised by a faculty member at the UPV/EHU and by someone from the collaborating entity)*

MGA co-supervisor from the UPV/EHU:

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1. Person assigned by the collaborating entity to be responsible for the activities carried out by the student.

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1. Start of activities (dd/mm/yy): \_\_\_/\_\_\_/\_\_\_.
2. Timetable for working on the MGA

Morning  and/or Afternoon

1. Where appropriate, funding model: (only in those cases for which there is funding, otherwise this section will not be included)
   1. Sum to be paid to the student by the collaborating entity: €\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to cover living and travel expenses.
   2. Payment method: the entity should pay the established sum directly to the student using whatever means it considers appropriate.
2. The signatories' data may be used by the Parties for the sole purpose of fulfilling the aims of this Agreement. Signing this document implies authorisation for the signatories' personal data to be ceded and processed for that purpose.
3. Intellectual/industrial property rights:

MGAs are protected by Intellectual Property Law. Consequently, title to the intellectual property rights corresponds to the author of the work.

*(-In the event of ceding or transfer of Intellectual / Industrial Property rights, accepted by the student through the signing of this document, under the conditions stipulated herein:)*

* MGAs are protected by Intellectual Property Law. Consequently, title to the intellectual property rights corresponds to the author of the work. Given the likelihood of the MGA giving rise to results which may be exploited for financial profit, (*name of the student*) hereby cedes to (*collaborating entity*), and (*collaborating entity*) accepts, their exploitation rights to the expected results, for an indefinite period and in any geographical area.
* For its part, (*collaborating entity*) undertakes to take the necessary protection and exploitation measures.
* The student shall have the right to receive X% of the profits that (*collaborating entity*) obtains from the exploitation of said results.

1. Confidentiality

The signatories undertake to treat any internal information belonging to the collaborating entity as strictly confidential and to respect professional secrecy. As such, they undertake not to reveal, communicate or inform third parties of any data to which they have access or which they obtain as a result of their assignment, before, during or after its completion.

1. Student's agreement:

* The student hereby states that they are aware of the terms of the collaboration agreement established between the UPV/EHU and (*collaborating entity*) for completion and supervision of their MGA, as it affects them and as indicated in the General Data section.
* They also state that they undertake to comply with the obligations outlined in both the aforementioned agreement and applicable legislation.
* They authorise both the UPV/EHU and (*collaborating entity*) to cede and process their data in accordance with that established in clause thirteen of the agreement.

In witness thereof, the Parties sign this document in triplicate in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_ \_\_\_\_\_\_ , 20\_\_\_\_\_\_.

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| HEAD OF THE MASTER'S DEGREE AT THE UNIVERSITY  Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature and stamp) | COLLABORATING ENTITY (*name of the collaborating entity*)  Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature and stamp) |
| STUDENT  Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) |  |

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