



**GENERAL OPERATING PROCEDURE BETWEEN THE UNIVERSITY OF MALAGA AND
_____ TO DEVELOP COLLABORATION
ACTIVITIES BY MEANS OF AGREEMENTS**

In Malaga on the _____ of _____, _____.

BY AND BETWEEN:

ON THE ONE HAND: Hon. Mr. José Ángel Narváez Bueno, Director of the University of Malaga, by virtue of Article 20 of Organic Law 6/2001, on Universities, and amended by Organic Law 4/2007, of 12 April, as well as article 34 of the Bylaws of the University of Malaga, approved by Decree 145/2003, of the Department of Education and Science of the Andalusian Regional Government, and by virtue of his appointment published by Decree 507/2015 of 15 December (Andalusian Government Official Gazette number 244 dated 18 December), in name and on behalf of the University of Malaga, with Tax Code: Q2918001E and address at campus el Ejido s/n, Pabellón de Gobierno, 29071 Malaga and pursuant to the powers conferred to him by the Bylaws of said University.

AND ON THE OTHER HAND: Mr. _____, holder of Spanish ID _____ as _____ with Tax Code _____ and address at C/ _____ Post Code _____ City _____, in name and on behalf of the said company, pursuant to powers conferred in _____ on the _____ of _____ by virtue of deed placed on record under register number _____ authorised on the _____ by the Notary Public of _____ Nr. _____

Both of them mutually acknowledging sufficient legal capacity, they sign this document and, to this purpose,

THEY STATE



ONE. - That the Organic Law on Universities dated 21 December 2001 and Law 14/2011 on Science, Technology and Innovation dated 1 June 2011, are the reference framework to promote collaboration between Public Research Agencies and public and private organisations.

TWO. - That the University of Malaga is a public institution in charge of the public service of higher education, that carries out teaching, study and research activities within the scope of its competences, and that is interested in collaborating with other public and private organisations to promote these activities.

THREE. - That _____ is a company dedicated to _____ and it is interested in collaborating with the University of Malaga to develop joint collaboration programs.

Given the above, the University of Malaga and _____ decide to formalise this General Operating Procedure pursuant to the following:

ARTICLES

ONE. - PURPOSE OF THIS OPERATING PROCEDURE

The University of Malaga and _____ sign this protocol Agreement of intentions to pursue common goals and to perform activities that are mutually beneficial and that lead to the achievement of their respective purposes, with special reference to those pertaining to research, development, innovation and training, especially in the field of mobility of the University Community.

TWO.- APPLICABILITY

The specific collaborations that are implemented under this protocol agreement will be formalised by signing specific Agreements or Research Contracts, which may be signed, under the conditions established for each case, in addition to _____ and the University of Malaga, by the Departments, University Research Institutes, Research Groups, Professors and



Services of the University of Malaga, by virtue of the content of article 83 of the Organic Law on Universities; article 34 of the Law on Science, Technology and Innovation; articles 155, 156 and 157 of the Bylaws of the University of Malaga and the Regulations of the University of Malaga on signing contracts for scientific, technical or artistic works.

THREE. - FORMS OF COLLABORATION

- A) Implementation of joint projects and programs for research, development and innovation, as well as training, to be performed in the Departments, University Institutes and Research Centres of the University of Malaga and at the facilities of the

- B) Provision of technical services and scientific consultancy on matters pertaining to the activities of both organisations.
- C) Cooperation on programs to train research and technical staff and employees, student internships (Professional internship program with companies, for students) and graduate internships (professional Experience Program for Employment), as well as for researchers joining companies.
- D) Organisation of common activities related to social promotion of research, technological development, innovation and new technologies.
- E) Joint organisation of scientific-technical and training courses, seminars, conferences and congresses.
- F) Exchange of information and documentation on the activities and subjects developed by both Institutions, always respecting the interests of third parties and acting pursuant to the provisions established in current legislation.
- G) Exchange of staff for a limited time, when the nature of the work so requires it.
- H) Joint use of the equipment and technical and instrument resources of both parties, to carry out the activities that require them in those projects of mutual interest and, if necessary for these activities, acquisition of equipment and resources, under the regime established in the specific Agreements or Research Contracts derived from this Operating Procedure.
- I) Any others that are considered of mutual interest, within the means of the parties and of the activities that are the object of this Operating Procedure.



FOUR. - CONTENT OF THE SPECIFIC AGREEMENTS

Each project and/or action program, that so requires it within the framework of this Operating Procedure, will be the object of a specific Agreement or Research Contract that will contain, among others and pursuant to its nature, the following aspects:

- A)** Name of the project and/or program.
- B)** Name of the Departments, University Institutes, Research Groups, Professors or Services of the University of Malaga that are implementing the project or program.
- C)** Definition of the objectives.
- D)** Description of the working plan, which will include the various stages, activities planning and schedule for implementation.
- E)** Total budget and material and human resources required by the project or program, specifying the contributions by each organisation, the schedule for these contributions and, if applicable, ownership of the material resources acquired or constructed within the framework of the specific Agreement or Research Contract. This will also require a report justifying them, which must be attached to the future Research Agreement or Contract.
- F)** Those pertaining to the confidentiality, transparency and publication of the results; personal data protection; regulation of the intellectual and industrial property of the results derived from the implementation of the project or program and their exploitation conditions, as well as the acknowledgement of the moral rights of the researchers to appear as authors or inventors.
- G)** The incorporation of a Joint Monitoring Committee, stating the representatives of each of the signing institutions, the period for its incorporation, its functions, as well as the number of meetings.
- H)** Rules for the coordination, implementation and monitoring of the project where, if an amendment is foreseen in the future, it will be made with the corresponding Addenda.
- I)** Names of the persons who will be responsible, for each party, for the progress of the Agreement.



- J) The reasons for the termination of the Research Agreement or Contract, with specific reference to those that generate the right to compensation for harm and damage.
- K) In the event of a dispute, the corresponding issues will be submitted, by mutual agreement, to the Courts of Malaga.

FIVE. - RULES OF OPERATION

- A) Any collaboration derived from this Operating Procedure will be subject to the regulations of the University of Malaga and _____, in the manner established in the Specific Agreements or Research Contracts, taking into consideration the nature of the collaboration and units or centres where the work is performed.
- B) The parties shall collaborate to obtain funding from national and international agencies to develop the projects and programs that require it.

SIX. - ESTABLISHMENT OF THE JOINT COMMITTEE

The parties undertake to incorporate a joint committee, with equal representation, comprised of representatives of each of the signing institutions, appointed by their executives, in order to produce the internal operating regulations, to ensure compliance with this agreement, formulate specific proposals for action, propose lines of collaboration on research projects or programs, clarify and decide on any questions that may arise and any other matters inherent to its incorporation.

The Joint Committee will be comprised of the Director of the University of Malaga and Mr. _____ (position and signatory of the Agreement) _____, or persons in whom they delegate, and it will be chaired by the University of Malaga.

In any case, the Joint Committee will be incorporated within a period of thirty days from the date when the Agreement is signed, and it shall meet, when requested by any of the parties, at least twice per year.



SEVEN. - DUTIES OF THE JOINT COMMITTEE

The Joint Committee will act on behalf of and by delegation of the governing entities of both organisations and it will have the following duties, among others:

- A) To propose the lines of collaboration on the research, development and innovation projects and programs, as well as training, that are of common interest.
- B) To produce the Specific Agreements for implementation of this Operating Procedure on the chosen matters, within the forms of collaboration established in condition three.
- C) To look into and decide on the proposals for Specific Agreements or other Agreements between the parties that are presented by the units contained within both organisations.
- D) To submit the proposals produced to the competent sections of both parties.
- E) To clarify and decide on any questions that may arise from the interpretation and implementation of the Specific Agreements or other Agreements between the parties.
- F) To monitor the specific Agreements that are signed.

EIGHT. - OWNERSHIP OF THE ASSETS CONTRIBUTED

The equipment contributed by one of the parties in a common research program will always remain their property. The ownership and maintenance of the property and equipment acquired or constructed within the framework of a common project, as well as intangible assets (intellectual and industrial property), will be determined pursuant to current legal and regulation provisions and, for anything not contained therein, as determined in each case by the corresponding Specific Agreement or Research Contract.

NINE. - ENTRY INTO FORCE AND DURATION

This Operating Procedure will come into force on the date it is signed, and will have a duration of one year, which can be extended expressly up to a maximum of four years, unless one of the parties reports a claim, in writing and with an advance notice of no less than three months from the date when they wish to terminate it. However, it shall remain in full force regarding those programs



or projects that are begun, until their conclusion, unless there is an express joint decision to the contrary by the parties.

TEN. - ETHICS AND PROPER CONDUCT

The Parties shall comply with all laws and with any other regulatory provisions, whether Spanish or foreign, that are applicable on matters of corruption, bribery or any other similar practises. The University of Malaga and ----- also undertake to act pursuant to the ethical values and basic conduct principles expected in accordance with the object of this Operating Procedure.

It is expected that, if ----- or the University of Malaga receives any information that contravenes the above paragraph, the other signatory party of this Operating Procedure will be notified, and they undertake to cooperate and to provide all the information required to properly and jointly decide on the action to be taken.

ELEVEN. - TRANSPARENCY

That, pursuant to Law 19/2013, of 9 December, on Transparency, Access to Public Information and Good Government, and Law 1/2014, of 24 June, on Public Transparency in Andalusia, and other complementary applicable regulations, the object during the implementation of this Operating Procedure is to expand and reinforce the transparency of public activities, guaranteeing the right to access the information pertaining to the activity and establishing the obligations for good government that must be met by the University of Malaga and -----, as well as the consequences derived in the event of non-compliance. To this end, suitable mechanisms will be established to provide accessibility, interoperability, quality and reuse of the information published, as well as its identification and localisation, in a manner that is easily understandable, easily accessible and free of charge.

TWELVE. DATA PROTECTION



The parties undertake to comply with the provisions established in Organic Law 15/1999, of 13 December, on Personal Data Protection ("LOPD") and its implementing regulations or law that replaces it. To this purpose, in the event that there may be a potential access by any of the parties to personal data that is under the responsibility of the other party, the parties undertake to sign a contract, prior to said access, that includes the statements required by current data protection legislation.

In compliance with the LOPD and its implementing regulations, the parties inform the signatories who intervene in name and on behalf of each of the parties in this Agreement, that the personal data that they provide by virtue of the same or any that may be provided subsequently, will be added to the databases owned by each of the parties, the purpose of which is maintenance, compliance, development, monitoring and implementation of the content of this Collaboration Agreement.

If the signatories who intervene in name and on behalf of each of the parties wish to exercise their rights to access, rectify, cancel, in those cases where possible, and oppose, they may do so by writing to the respective party, and sending it to the following addresses: University of Malaga, Campus de El Ejido, Pabellón de Gobierno, Malaga, 29071; *(add head office of the other participating organisation)*, *-attaching a photocopy of a document proving their identity-*.

THIRTEEN. - CONFLICT RESOLUTION

Any discrepancies that arise on the interpretation, development, amendment, termination and effects that may be derived from the application of this Agreement must be resolved by the Joint Monitoring Commission pertaining to the Agreement. If a resolution is not reached, the legal issues will be the competence of the courts of Malaga, and both parties expressly waive any other jurisdiction they may be under.

In proof of agreement with the above, the parties sign this Operating Procedure on two counterparts, at the place and on the date stated above.



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FOR THE UNIVERSITY OF MALAGA

FOR -----

THE VICE-CHANCELLOR

Signed José Ángel Narváez Bueno

Signed