



AGREEMENT BETWEEN THE UNIVERSITAT POLITÈCNICA DE VALÈNCIA AND [ ] FOR COLLABORATION IN SPECIAL ACTIVITIES DURING THE BACHELOR'S THESIS (TFG)/MASTER'S THESIS (TFM)

**GATHERED**

On the one hand, the Universitat Politècnica de València, hereinafter UPV, with CIF Q4618002B, created with university status pursuant to Decree 495/1971, of 11 March (BOE of 26 March 1971), based at the Camino de Vera, s/n of València (Kingdom of Spain), and on its behalf and representation its Vice-Rector of Students and Entrepreneurship, Mr José Alberto Conejero Casares, acting on behalf and representation of this body, with sufficient powers for the celebration of this act, under the Agreement of 27 April 2023, of the Governing Council of the Universitat Politècnica de València, by which certain powers in matters of agreements are delegated to different single-person bodies of the Universitat Politècnica de València (DOGV No. 9589 of 05.05.2023), in accordance with the provisions of articles 9 and 10 of Law 40/2015, of 1 October, on the Legal Regime of the Public Sector.

And of another, the Company [ ] hereinafter [ ], With CIF [ ] based at [ ] And on their behalf and representation Mr/Ms [ ], With DNI [ ] as [ ], and with sufficient powers for the celebration of this act as stated in *[indicate the notarial protocol, resolution of the competent body ... in which the power of attorney is included]*.

Both parties recognize each other in the quality in which they intervene and the legal capacity necessary for the signing of this agreement and to that effect,

**THEY EXPOSE**

1.- That the UPV is an institution called by reason of essence, purpose and objectives, to establish the communication channels that allow the exchange of scientific and cultural knowledge, being among the objectives of the university system scientific productivity, knowledge transfer, technological development and innovation, in all branches of knowledge and collaboration with universities, research centres and national or foreign entities.

2.- That the company [ ] (*describir la actividad de la empresa.*)

3.- The regulations of Final Degree Work (TFG) and Final Master Work (TFM) approved by the Governing Council in session of 21 July 2022 determine that, in general, the TFG or TFM carried out in collaboration with companies or institutions must be formalized through an educational cooperation agreement, in which there must be an external co-tutor with a contractual relationship with the Company or institution in which the work is carried out.

Likewise, it considers the possibility of establishing mechanisms of collaboration for those cases in which the relationship with the Company consists only of specific activities, such as visits, interviews, sampling and/or transfer of data, without requiring the figure of the external co-tutor, determining in the agreement, the scope and scope of collaboration between the institutions and the obligations assumed by each of them.

4.- In this framework, it is offered the possibility the student uses a resource which, without the need for an external co-tutor, allows him to expand the knowledge base necessary to complete his studies when



the elaboration of TFG / TFM requires this modality of collaboration in punctual activity. At the same time, it allows companies to gain greater visibility by facilitating collaboration with the university in the development of future industry professionals through new skills and knowledge.

5.- Both parties agree in declaring their mutual interest in formalizing an agreement to regulate the collaboration of the Company in the specific activities to be developed by the students of the UPV for the elaboration of the final degree or Master's degree projects.

To this effect, they decide to sign a Partnership Agreement according to the following:

## CLAUSES

### First. Object and commitment of the parties

1. The purpose of this agreement is to formalize the collaboration of the Company in the elaboration of the TFG/TFM in accordance with article 3.3 of the regulations of Final Degree and Master's Degree Projects of the UPV, with the scope detailed below:

- Student (name, DNI, email, Teaching Centre, degree): [\(indicate\)](#)
- Tutor at the UPV (Name, DNI, Email, Department): [\(indicate\)](#)
- Responsible in the Company (name, ID, email, position in the Company): [\(indicate\)](#)
- Project title: [\(indicate\)](#)
- Type of activity to develop in the Company: (data collection, interviews, seminars): [\(indicate\)](#)
- Period and dates of the activity: [\(indicate\)](#)

2.- The activities described must have a specific relationship with the TFG/TFM to be developed and directly linked with the studies studied.

3.- The information obtained by the student in the development of the activities of this agreement will be used to elaborate the corresponding TFG / TFM except in those cases in which a confidentiality agreement has been signed. In such circumstances, the parties are bound by the provisions of the agreement.

### Second. Obligations of the parties

1.- By the Company:

- Provide the student with the means and facilities for the performance of the activity defined in this agreement.
- Give the student, through the Head of the Company, the necessary guidelines and indications for properly accomplishing the work.
- Provide the student with adequate information, equipment and means of protection in occupational risk prevention.

2.- On the part of the student:

- Perform the activities subject to this agreement subject to the rules of the Company.



- Respect the rules of operation, safety and prevention of occupational risks.
- Use the data, information and documents to which you have access exclusively to comply with your obligations arising from the agreement.

3.- By the the Universitat Politècnica de València:

- To comply with the Regulations for Final Degree Projects and Master's Final Projects of the Universitat Politècnica de València, approved by the Governing Council in the session of July 21, 2022.
- To maintain agile communications with the collaborating entity for the purposes of the execution of the obligations derived from this agreement.

### **Third. Limitations**

This agreement will not generate employment or statutory relationships nor any commitments other than those derived from the mutual collaboration between the student and the Company.

Likewise, the student's activity in the Company does not consider training practices in the sense of article 2 of Royal Decree 592/2014 of 11 July, which regulates the external academic practices of university students. However, the task to be developed is limited to the specific activities related to article 3.3 of the regulations of final degree and final Master's degree works of the UPV.

### **Fourth. Validity of the Agreement**

This agreement shall take effect from the date of its signature, and its validity shall extend until the termination of the activities stipulated in the first clause. In any case, it shall last up to a term of four years.

However, it may be extended by express agreement of the parties at any time before its termination, with the limitations set out in Article 49, h) 2 of Law 40/2015, of 1 October.

### **Fifth. Amendment**

The parties may modify this agreement at any time by express agreement. These amendments must be in writing, in the form of an addendum amending the current agreement, which must, in any case, be signed by all parties.

### **Sixth. Termination and Resolution of the Agreement**

This agreement shall be extinguished by the fulfilment of the object and may also be resolved for the following reasons:

- 1.- By mutual agreement of the parties.
- 2.- By the expiration of the initial period of duration or, where appropriate, of its extensions.
- 3.- For breach of the agreed obligations or infringing the duty of loyalty.
- 4.- By unilateral decision of one of the parties by express written communication to the other party two months before the date on which it will terminate it.
- 5.- By judicial decision declaring the nullity of this agreement.
- 6.- For any reason other than those listed above, as provided for in this agreement or the regulations in force.



In the event of an advance resolution of this agreement, both parties undertake, as far as possible, to complete the actions already initiated at the time of notification of the resolution.

#### **Seventh. Monitoring and Coordination Commission**

In order to facilitate the implementation of the agreement, a joint monitoring commission shall be set up, composed of guardian D/Ms \_\_ [redacted] On the part of the UPV and for D/Ms [redacted] by [redacted]

#### **Eighth. Transparency and Protection of personal data**

Without prejudice to the obligations regarding active advertising 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 Law 1/2022, of 13 April on Transparency and Good Governance, the parties undertake to respect the confidentiality of the information provided in the implementation of this agreement.

In the actions carried out in the implementation of this agreement, the parties undertake to comply with the regime of protection of personal data provided for in Regulation (EU) 2016/679, of 27 April (RGPD) and in Organic Law 3/2018, of 5 December, protection of personal data and guarantee of digital rights and other applicable regulations.

#### **Ninth. Legal regime**

This administrative agreement is included in those defined in article 47.1 of Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, governed by the provisions of Chapter VI of the Preliminary Title of the mentioned legal text.

#### **Tenth. Dispute settlement**

The parties undertake to resolve amicably within the Follow-up and Coordination Committee any disagreement that may arise in the development of this agreement, well understanding that the criteria of good faith and willingness to reach agreements will apply beforehand.

In the event of a conflict, the parties submit themselves to the administrative court order in accordance with the provisions of Law 29/1998, of 13 July, regulating the Administrative-Dispute Jurisdiction.

And the parties agree on the content of this document, and so that it is recorded and in proof of conformity, it is signed at the place and date indicated below.

In Valencia, on the date of signature,

FOR THE UPV

BY THE COMPANY \_\_\_\_\_

José Alberto Conejero Casares

*PD Agreement of the Governing Council of*

*27 April 2023*

\_\_\_\_\_



UNIVERSITAT  
POLITÈCNICA  
DE VALÈNCIA