BUSINESS COLLABORATION AGREEMENT

BETWEEN THE UNIVERSITY OF JAEN

AND

TO CARRY OUT AN ACTIVITY/ACTIVITIES OF GENERAL INTEREST:

#### In Jaen, Spain, on            ,

### BY AND BETWEEN

**The party of the first part**, Mr Juan Gómez Ortega, Rector of the University of Jaen, by virtue of his appointment approved by Decree 459/2019 of 23 April (BOJA (Official Gazette) No. 79 of 26 April 2019), in accordance with the competencies assigned to him in the By-Laws of the University of Jaen approved by Decree 230/2003 of 29 July (BOJA No. 152 of 8 August 2003), modified by Decree 235/2011 of 12 July (BOJA No. 147 of 28 July 2011), acting on behalf and in representation of said Institution.

And **the party of the second part**, Mr/Ms      , as the [state position]       of [state entity/company]      , bearing Tax Identification Number       and domiciled at the address      , acting on behalf and in representation thereof by virtue of [state legal empowerment for representation and details of appointment, deeds, by-laws, etc.].

### RECITALS

**ONE**.Whereas the activity/activities of general interest of the university of Jaen \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are intended for the following purpose: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[[1]](#footnote-1)

**TWO.** Whereas [the entity/company] is interested in collaborating in the activity/activities of general interest of the University of Jaen: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[[2]](#footnote-2)

**THREE.** Whereas the University of Jaen is a public university classed as an entity benefiting from patronage as governed by article 16 of Act 49/2002 of 23 December on the tax regime of non-profit entities and tax incentives for patronage.

**FOUR.** Whereas this Agreement is subject to article 25 of Act 49/2002 of 23 December on the tax regime of non-profit entities and tax incentives for patronage, according to which “the concept of Business Collaboration Agreement to carry out activities of general interest, for the purposes set out in this Act, refers to that by which the entities referred to in article 16 undertake in writing, in exchange for financial aid for the performance of the activities they carry out in compliance with the specific objective or purpose of the entity, to publicise, by any means, the collaborator’s participation in such activities. Publicising the collaborator’s participation within the framework of the collaboration agreements defined in this article “does not entail the provision of any services”.

Based on the foregoing, the parties have decided to enter this Business Collaboration Agreement, which will be governed by the following

### CLAUSES

**ONE. Purpose of the Agreement.**

The purpose of this Business Collaboration Agreement to carry out activities of general interest is the participation of [the entity/company] in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.[[3]](#footnote-3)

To fulfil said purpose, [the entity/company] undertakes to make the financial contribution specified in Clause Two.

In turn, the University of Jaen undertakes to publicise the participation of [the entity/company] in the activity described in paragraph one, according to the terms set out in Clause Three.

**TWO. Obligation of the collaborating entity/company** (financial contribution).

For the purpose(s) set out in Clause One, [the entity/company] shall make a contribution of \_\_\_\_\_\_\_\_\_\_ EURO (€ \_\_\_\_\_\_\_\_) by/on the date \_\_\_\_\_\_\_\_\_\_\_.

Payment(s) shall be made to the University of Jaen by bank transfer to the bank account with IBAN: ES90 3067 0109 3422 1238 7621.

The University of Jaen shall issue a receipt to [the entity/company] certifying payment of the contribution made in a given tax year.

**THREE. Obligation of the University of Jaen** (publicising collaboration)

The collaboration of [the entity/company] in the activity/activities described above will be publicised according to the following terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**FOUR. Monitoring Committee**

A Monitoring Committee will be set up to monitor, supervise and control compliance with the Agreement and with the commitments undertaken by the signing parties.

The Monitoring Committee will comprise one or two representatives of each of the parties. Representing the University of Jaen: The Rector or a delegate; Representing [the entity/company]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or a delegate[[4]](#footnote-4).

The Monitoring Committee shall settle any interpretation and/or compliance issues that may arise concerning this Agreement.

**FIVE**. **Duration and termination of the Agreement[[5]](#footnote-5)**

This Agreement will enter into force on the day when it is signed and will have a duration of X year(s).

Termination of this Agreement will be governed by the provisions of articles 51 and 52 of Act 40/2015 of 1 October on the Public Sector Legal Regime. Failure by either of the parties to comply with any of these clauses will give grounds to terminate the Agreement, as will any other causes provided for in article 51 of Act 40/2015 of 1 October on the Public Sector Legal Regime. Specifically, failure by [entity/company] to make the financial contribution stated in Clause Two of this Agreement to the University of Jaen will give grounds for termination hereof.

**SIX.** **Modification of the Agreement**

Modification of the content of this Agreement will require a unanimous agreement between the signatories.

**SEVEN**. **Jurisdiction**

Any legal disputes that may arise between the parties as a result of the execution of this Agreement are to be settled by mutual agreement between the parties through the Monitoring Committee. Where such an agreement cannot be reached, legal disputes will be brought before the Contentious-Administrative Jurisdiction.

**EIGHT. Transparency**

Pursuant to the provisions of currently applicable regulations on transparency, access to public information and good governance, this Agreement and the data contained herein may be published and made accessible on the website of the University of Jaen. This is to safeguard public interest in divulging information and to ensure that the service is provided correctly.

**NINE. Personal data processing**

In relation to any personal data collected and/or processed in the fulfilment of this Agreement, the parties undertake to comply with the General Data Protection Regulation known as Regulation (EU) 2016/679 of 27 April and with any other applicable regulations.

Data subjects will be duly informed of the processing of their personal data, according to the content set out in the aforesaid regulations on personal data protection.

Each party will be responsible for its personal data processing and for ensuring that data protection regulations are duly observed.

Now, therefore, in accordance with the foregoing, the parties sign this Agreement on duplicate copies to one single effect, on the date and in the location specified in the heading.

**P.P. THE UNIVERSITY OF JAEN P.P.**

**THE RECTOR, THE      ,**

**Signed: Juan Gómez Ortega Signed**

**ANNEX I: JUSTIFICATION REPORT[[6]](#footnote-6)**

1. **Need and suitability of the Agreement:**
2. **Economic impact of the Agreement:**
3. **Non-contractual nature of the activity to be carried out:**
4. **Compliance with all applicable regulations:**

1. State the purpose(s) of the activity/activities of general interest of the UJA to be carried out, towards which the collaborating entity/company is to make a contribution. [↑](#footnote-ref-1)
2. State that the entity/company is interested in collaborating in a specific activity/activities of general interest of the UJA. [↑](#footnote-ref-2)
3. State one or several specific activities, provided these activities are organised and developed by the University of Jaen within its corporate purpose. [↑](#footnote-ref-3)
4. State the names and/or positions of the members of the Monitoring Committee. [↑](#footnote-ref-4)
5. State the specific intended duration of the Agreement taking into account that it must not exceed four years and that, prior to termination, the signatories to the Agreement may unanimously agree (by means of an addendum signed by both parties) to extend it for an additional period of up to four years or to terminate it. Optionally, this clause may include the consequences of failing to comply with the obligations and/or commitments undertaken by each of the parties and, where applicable, the criteria by which to determine any compensation due for non-compliance. [↑](#footnote-ref-5)
6. Pursuant to article 50.1 of Act 40/2015 of 1 October on the Public Sector Legal Regime, a Justification Report is to be attached when signing agreements so as to analyse and justify the need and suitability of the agreement, its economic impact, the non-contractual nature of the activity to be carried out, and compliance with all applicable regulations. [↑](#footnote-ref-6)