**AGREEMENT PROPOSAL**

**BY THE UNIVERSITY OF SALAMANCA**

**AND** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**FOR/TO**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place----------------------Date-------------------

**BY AND BETWEEN**

Represented by D. Juan Manuel Corchado Rodríguez, as the Rector of the University of Salamanca, with the Tax ID Number Q-3718001E, and domicile at Patio de Escuelas s/n, 37008 Salamanca (Spain), named by Agreement 27/2024, of 16 May, of the Regional Government of Castile and Leon ("Official Bulletin of Castile and Leon" (hereinafter BOCYL) of 17 May, 2024). Acting in its name and on its behalf, in virtue of the powers conferred by the Organic Law 2 /2023, of 22 March, of the University System and the Statutes of the University of Salamanca, approved by the Agreement 19/2003, of 30 January, of the Regional Government of Castile and Leon (BOCYL of 3 February) and amended by the Agreement 2/2005 of 13 January (BOCYL of 19 January) and by the Agreement 38/2011 of 5 May (BOCYL of 11 May), and

Represented by *entity name* (hereinafter referred to as "the counterparty") with the Tax ID Number *A00000001* and domicile at *place, corporate address* and acting in its name and on its behalf, Mr./Ms *signatory name*, as *position of the signatory*, *[Accreditation of the representation– by virtue of the delegation granted by the Agreement of / entitled to sign under the terms of the Agreement / in exercising the powers conferred upon it by … (In the case of the Public Administration)]*.

*(Include all parties that will sign the Agreement)*

In accordance with their respective positions and in exercise of the powers conferred, on behalf of the entities they represent, and to that effect, are entitled to,

**DECLARE**

I.- That the USAL is a public-law institution, with legal personality, and is responsible for the management of the public service of higher education through teaching, study and research. The USAL has regulatory, academic, financial, economic, management and government autonomy in the exercise of its executive powers, in accordance with the Article 27(10) of the Spanish Constitution and other general rules that may apply. This is a public university, committed to society, at the service of its intellectual and material progress, and who responds with quality, innovation, agility and flexibility to emerging challenges in the different fields of science, technology, culture and arts.

Whose aims include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Reference must be made to the purposes of the USAL related to the subject of the Agreement*. *See Article 2 of the Statutes of the USAL, approved by the Agreement 19/2003, of 30 January, of the Regional Government of Castile and Leon and amended by the Agreement 38/2011, of 5 May, of the Regional Government of Castile and Leon).*

II.- That the *entity name*\_ has among its main activities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(State the competence(s) on which the other party's action is based if it concerns a Public Administration, a Body of the Public Administration or a Body Governed by Public Law. In case of an individual person or a legal person under private law, a reference to the nature, social purposes and the purposes of their incorporation).*

III.- That this Agreement falls within the framework of the Article 47.2 of the Law 40/2015, of 1 October, of the Legal System of the Public Service (hereunder, LRJSP).

IV.- That this Agreement meets the requirements of the Article 48.3 of the LRJSP, as it seeks to improve the efficiency of public management, enable the joint use of public resources and services, contribute to public utility activities and comply with the legislation on budgetary stability and financial sustainability.

V.- That both parties have common and/or complementary purposes and are competent to justify their interventions under the present Agreement, thus it is their will to develop a cooperation, on an ongoing basis, that will contribute to perform their duties better, and consequently, it is the wish of both parties to enter into the Cooperation Agreement to establish a legal and institutional framework that settles and defines the commitments made by both parties to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ *(e.g.: hold a congress on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / organization and delivery of a list of conferences / organization of joint cultural and academic activities which are being carried out in the areas of work, etc.).*

By virtue of the above, both parties give their consent and agree to sign the present Cooperation Agreement, under the following terms:

**CLAUSES**

**ONE: ObjectIVE**

The objective of the present Cooperation Agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(It is very important to specify clearly the reasons to sign the Agreement. Specify the areas in which the cooperation will be developed. The objectives stated must have a direct and logical relationship in accordance with everything agreed upon in the clauses of the Agreement).*

**TWO: academic, ORGANISATIONAL OR** **PROGRAMMATIC COMMITMENTS.**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Description of the work plan/activity programme/project phases, etc.).*

**THREE: economic and/or PERSONAL obligations and commitments UNDERTAKEN by the parties.**

*(Commitments to provide* ***human and material resources***, *as well as,* ***financial obligations, if any,*** *of both parties, must be declared regarding the time distribution and the specific budget assignment).*

1st) The University of SALAMANCA undertakes to:

a)

b)

c)

d)

…

2nd) The *legal entity name* undertakes to:

a)

b)

c)

d)

…

*(Economic and/or personal rights and obligations of both parties shall be clearly and precisely reflected. A list of persons who will lead the academic activity or coordinate the seminars, etc. shall be provided. The provision of research, technical, and administrative personnel etc. shall be specified.*

***If financial or obligations or commitments should arise,*** *the type of commitment, the amount and taxes included, the annual budget allocation and the specific budget assignment in accordance with the budgetary law. In this case, the Agreement shall add an Economic Report which provides for the budget allocation process. Economic Report form is attached as ANNEX I)*

**FOUR: FURTHER ISSUES THAT NEED TO BE DETAILED AND REFLECTED IN THE AGREEMENT**

*(Each commitment or obligation acquired by the parties must be detailed.*

*These aspects may involve the number of clauses deemed relevant to ensure the specification and avoid the lack of foresight in case of any fact situation.*

***All these clauses shall be drafted in*** *accordance with the applicable university regulations*).

(E.g. The u*tilisation of research findings: Both parties shall by no means disseminate the scientific or technical information of the other party accessed during the project or programme development, whereas the information is not in the public domain.*

*The data and the knowledge obtained during the joint research projects or programmes, as well as the results, shall be confidential.*

 *If one of the parties wishes to use the partial or final results, in whole or in part, for publication in an article, conference or by any other means, it shall request its use in writing to the Joint Monitoring Committee which shall decide at the meeting held for that purpose.*

*If the results obtained by a programme or project are used exclusively by one of the parties, it will compensate the other party as stipulated in the programme or project or in the absence of such the compensation will be decided within the Joint Monitoring Committee.*

*Both publications and patents will respect the authors and shall, therefore, be mentioned as inventors. Particular reference will always be made to the signed Agreement whenever the results are disseminated.*

*E.g. Property rights and utilisation of the results: If the research results can be patented, the Joint Monitoring Committee shall stipulate the form and way in which the patents are registered. The researchers involved are mentioned as inventors. The Joint Monitoring Committee shall resolve the way in which the results, patents and other results of each research project are used unless the project or programme has determined in advance the destination of the results.*

*-It is necessary to foresee which institution and/or natural persons are entitled to the ownership of the research findings or as a result of an artistic or literary work, and the corresponding percentage of that ownership. Reference should be made to the intellectual and industrial property rights or exploitation and distribution rights that may arise.*

**FIVE: MONITORING, SUPERVISION AND CONTROL.**

Each party designates up to a maximum of three persons in charge of monitoring and the control of the compliance of all the provisions of the present Agreement until its termination.

On behalf of the University of SALAMANCA, the Vice-Chancellor with power of representation , or his/her delegate, Mr./Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and Mr./Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr./Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is designated, and

Mr./Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

Mr./Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The designated persons are part of an ad hoc Joint Monitoring and Control Committee established by virtue of the Agreement. Other persons with accredited knowledge in the field may join the Joint Monitoring Committee if opinions or reports requiring special technical or scientific knowledge in any field should be necessary. The Committee is responsible for monitoring the correct application of the provisions of the Agreement, and furthermore, shall try to resolve any doubt that may arise over the application or interpretation between the parties prior to the court proceeding. Be as it may, any Agreement reached by the Committee must comply with the entire content of the Agreement.

The basic legislation applicable to the collegiate bodies of an administrative nature is applied to the internal procedure and functioning of the Committee, as mentioned above.

*(It is to be noted that the General Secretary may require explanatory reports of any kind to ensure effective compliance with the provisions of each Agreement. Any action to obtain information or documents will be in accordance with the legislation in force).*

**SIX: DATA PROTECTION.**

The parties are obliged to protect the personal data collected to implement the Agreement, in compliance with the General Data Protection Regulation- Regulation (EU) 2016/679 of 27 April, the Organic Law 3/2018, of 5 December, on Personal Data Protection and Guarantee of Digital Rights and other regulations that apply.

The interested parties will be informed about the personal data processing, in accordance with the legislation on personal data protection as mentioned above.

Each party will be responsible for the processing of their data, and must fully respect the data protection regulations.

**SEVEN: DIFFUSION AND ADVERTISING.**

The USAL and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are committed to include their respective logos in all used supports, platforms or documents where reference is made to\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Specify subject of the Agreement. E.g. Course /seminar/activity/publication, etc)*. Both logos must be clearly shown and have the same size. The signing of the present Agreement serves as the authorization for the use of USAL logos, in compliance with Article 199 of the USAL Statutes.

**EIGHT: DURATION**

The present Agreement shall remain in force for *XXX year/s* and will be improved with the consent of both parties. In addition, on a transitional basis, it will have effects and shall be effective upon its signing, until the necessary technical tools allow its registration in the Register of Conventions of the University of Salamanca, as well as its publication in the Official Bulletin of the University, referred to in Article 19 and the Second Transitional Provision of the Resolution of 20 December 2016, which publishes the regulations for the application of the Law 39/2015 on the Common Administrative procedure and the Law 40/2015 on the Legal Regime of the Public Sector at the University of Salamanca (BOCYL 31/10/16). This applies without prejudice to the provisions set out in the Article 48.8 of Law 40/2015, for cases where the other party is a General State Administration, a public institution or a related or dependent entity governed by public law, in which case, and to be fully effective, it must be registered in the Electronic Register of the State and published in the Official State Bulletin.

At any given time before the end of the term mentioned above, the parties may unanimously and explicitly agree to the extension for a period of up to four additional years or end the Agreement.

**NINE: AMENDMENT, TERMINATION, IMPACT AND RESOLUTION**

Modification of the content of the Agreement will require all signatories to unanimously agree.

The Agreement terminates by compliance with the commitments or is terminated by cause of the resolution.

Causes for resolution are:

(a) Termination of the contractual period in the absence of any approved extension of the Agreement.

b) The unanimous agreement of all signatories.

c) Non-compliance with the obligations and commitments entered into by any of the signatories.

In this case, either party may request the non-complying party to comply by a given date with the unfulfilled obligations or commitments by a given date.

This request shall be communicated to the person responsible in the Joint Monitoring Committee for the other party/ies. In the event that, after the period indicated in the request, the non-compliance continues to persist, the party who initiated the request shall notify the signing parties of the termination by resolution and the Agreement will be deemed to have terminated.

The termination of the Agreement, for this reason, may require of the corresponding compensation for the damage caused, in accordance with the legally established circumstances of Article 34 of the Legal Regime of the Public Sector.

d) By a judicial decision declaring the Agreement.

(e) *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (other causes of termination may be noted, in accordance with the Article 51 of the Legal Regime of the public Sector).*

The compliance and the resolution of the Agreement will result in termination in order to determine the obligations and commitments of both parties, in accordance with Article 52 of the Legal Regime of the Public Sector. With regard to the on-going procedures, the parties, upon a proposal of the Joint Monitoring Committee, may continue if desired and will set a non-renewable end date to conclude all proceedings. In this case, settlement shall be performed after the closing date.

**TEN: APPLICABLE LAW**

The present agreement is unaffected by the Law 9/2017, 8 November, on the Public Sector Contract, in accordance with Article 6 and its content, and by the basic administrative legislation, and, among others, the Law 39/2015, 1 October, of Common Administrative Procedure of Public Administrations and the Law 40/2015, 1 October, of the Legal Regime of the Public Sector as these laws are currently in force.

**ELEVEN: DISPUTE SETTLEMENT**

The parties agree to amicably resolve within the Joint Monitoring Committee, any dispute that may arise from the interpretation of the Agreement. Otherwise, legal disputes shall be resolved by the contentious-administrative jurisdiction, in accordance with Article 14 of Law 29/1998, 13 July, on the Contentious Administrative Jurisdiction.

And in proof of conformity, the parties sign this Agreement in (duplicate/triplicate...) at the place and date indicated above.

|  |  |
| --- | --- |
| On the part of the University of SalamancaRectorSigned.: Juan Manuel Corchado Rodríguez | On the part of (COMPANY/INSTITUTION)Representative of the Company/institution/entity Signature.:  |

**ANNEX I: ECONOMIC REPORT**

I. CLASSIFICATION OF BUDGET:

II. With regard to the expenditure envisaged by the University of SALAMANCA, the expenditure/s is charged to the following BUDGETARY/IES APPLICATION/S *(If the estimated expenditure is made by the University of SALAMANCA)*:

1. *ESTIMATED EXPENDITURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*PAYING AGENCY \_ \_ \_ BY FUNCTION \_ \_ \_ ECONOMIC CLASSIFICATION \_ \_ \_ \_ \_ \_ \_ \_*

*(b)/c)/d). ESTIMATED EXPENDITURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*PAYING AGENCY \_ \_ \_ BY FUNCTION \_ \_ \_ ECONOMIC CLASSIFICATION \_ \_ \_ \_ \_ \_ \_ \_*

*Date Credit Retention Document(s): \_\_/\_\_/\_\_\_\_.*

Approval

The Vice-Chancellor for Financial Affairs,

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_