



POLITÉCNICA

FRAMEWORK AGREEMENT BETWEEN THE UNIVERSIDAD POLITÉCNICA DE MADRID AND **XXX**

Comentario [JM01]: Put XXX's logo to the right if required.

Madrid of 2000

ENTERED INTO BETWEEN

ON THE ONE SIDE

D. JAVIER UCEDA ANTOLÍN, Chancellor of the Polytechnic University of Madrid (Fiscal Identity Number Q-2818015F) - hereinafter referred to as UPM, appointed by Decree 20/2008 dated 13th March (BOCM 19th) acting in the name and representation of said university, by the power granted to him under the articles of association of the Polytechnic University of Madrid, approved by Decree 74/2010, dated 21st October (BOCM 15th November).

ON THE OTHER SIDE

D. ... *first name(s) and family name(s)* ..., as ...*job title*... in ... *Entity or Company represented* (Fiscal Identity nº), acting in the name of ... *legal document through which signatory is acting*.. (Hereinafter referred to as **XXX**)

Comentario [JM02]: *President, Managing Director, Representative, etc.*

Comentario [JM03]: *Appointment, power, certified delegation... The following is fairly common "authorised for this act according to the Deed awarded before a Notary..." In any case, documentation would be needed, if possible.*

The parties acknowledge they have sufficient legal capacity competence and legitimacy to undertake entry into this Framework Agreement.

DECLARE

1. That the UPM is a multi-sector and multi-disciplined Entity under Public Law that carries out teaching and research activities as well as scientific and technical development.
2. That ...**XXX**... is an entity ... *Refer to the part regarding its social objective concerned with the agreement undertaken* ...
3. That both **XXX** and the UPM agree to establish a collaboration in the fields of education, science and technology of common interest, including participation in joint projects both nationally and internationally.

Taking into account the aforementioned, both parties

AGREE

To strengthen their relationships, uniting their efforts and establish wide-ranging regulations that channel and increase, within the pre-established framework, contacts and collaborations in accordance with the following

CLAUSES / POINTS

1. PURPOSE OF THE FRAMEWORK AGREEMENT

The purpose of this agreement is the establishments of a framework for action for cooperation between **XXX** and the UPM in scientific and technological support activities as well as collaboration in specific areas. (OPTIONAL: This can be set out in an accompanying plan, entitled: "...what stands out singularly in the accompanying plan". In this case remove the following clause)

2. MEANS OF COLLABORATION

- a) Cooperation in education programs
- b) Participation in joint projects both nationally and internationally
- c) Mutual consultations in questions related to the activities of both entities
- d) Facilitating the mutual use of facilities
- e) Any other areas considered to be of mutual interest, within the confines of the parties and the activities making up the objective of this Framework Agreement
- f) (Add or remove categories as necessary)**

Comentario [JM04]: Set it out in precise details, and, specifically, if only one party is in charge of it (E.g. "Cooperation of the UPM in the education program of the Company", "Consulting carried out by the UPM...")

3. SPECIFIC AGREEMENTS

Every project and/or action program within the framework of this Agreement will be subject to a Specific Agreement which must contain, among other things, the following aspects.

- a) Definition of the object to be followed
- b) Description of the Work Plan, which will include its different phases and a chronology of its development.
- c) Total budget and material and human means that the stated program requires, specifying the sources of finance.
- d) Coordination regulations, execution and follow up of the project.
- e) Names of the people, one for each party, who will be designated by mutual agreement and responsible for the progress of the agreement.

4. WORKING REGULATIONS

The collaborations derived from this Framework Agreement are subject to the regulations of both XXX and the UPM in such a way that establishes the Specific Agreements, taking into account the nature of the collaboration and the Centre where the work is to be carried out.

To this end, the application of the Constitutional Law 6/2001 of 21st December (BOE 24th) for Universities will take effect, the Statutes of the UPM and the Regulations for Contracting Persons, Universities or Public and Private Entities for the carrying out of a scientific, technological or artistic character, as well as the development of the Teaching of Specializations or Specific Educational Activities, which were approved by the Governing Body of the UPM on 27th February 2003.

5. ESTABLISHMENT OF A MIXED COMMISSION

In order to facilitate the collaboration in Specific Agreements, its follow up and compliance, a bilateral Mixed Commission will be constituted and made up of two representatives from XXX and two representatives from the UPM, one from each of the parties as signatories to the Agreement, or persons delegated to them.

This Commission will be constituted within a period of thirty days, starting from the date of signing the Agreement.

The Mixed Commission will set out its internal working regulations.

6. WORKING OF THE MIXED COMMISSION

The Mixed Commission will correspond, among other things, to the following functions:

- a) Promote collaboration possibilities of common interest in scientific/technological areas.
- b) Prepare the Specific Agreements for the execution of this Framework Agreement in the selected areas, within the confines of the collaboration established in the second clause.
- c) Elevate the proposals drawn up by the relevant people from both sides.
- d) Clarify and decide on any problem which may arise from the interpretation and execution of the Specific Agreements.
- e) Carry out a follow up of the Specific Agreements to which they subscribe.

7. COMING INTO FORCE AND DURATION

This Framework Agreement will come into force from the moment of signing and will remain in force for zzzz years, renewable for equal periods by tacit agreement, which will come about if the current agreement is not cancelled by either of the parties.

Comentario [JM05]: An express renovation agreement may be requested, as well as different time periods and termination

8. MODIFICATION AND CANCELLATION

Either party can modify or terminate this document at any time by mutual agreement. Either of the parties will be able to, in turn, terminate the current Agreement in writing to the other party, at six months notice of the date that they wish to terminate. In both cases they must finalize the tasks of the Specific Agreements that remain in effect.

Chose of of the following paragraphs

The UPM and **XXX** are committed to resolving any problems that may arise in the development of this Agreement in an amiable fashion, resorting, in case of conflict, to judicial means.

(OPTIONAL: The UPM and **XXX** are committed to resolving any problems that may arise in this Agreement in an amiable fashion. In the event of an amiable solution not being possible, and legal means are resorted to, both parties agree, with express renunciation to other laws that may be relevant, to follow the jurisdiction and competency of the Madrid Courts.)

(OPTIONAL ALTERNATIVE: For any legal questions deriving from this contract, the UPM and **XXX**, with express renunciation to other laws that may be relevant, they will expressly conform to the Resolution that, in accordance with its specific procedure, is dictated by the Court of Arbitration of the Chamber of Commerce and Industry of Madrid, within a period of not more than 60 days, obliging them to accept and comply with the decision once announced.)

Having read the present document and agreeing with all of its content, the parties hereto sign this Agreement in duplicate, at the place and on the date written above.

FOR LA UNIVERSIDAD
POLITÉCNICA DE MADRID
The Chancellor

FOR ...**XXX**...

Javier Uceda Antolín

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