COLLABORATION AGREEMENT BETWEEN THE UNIVERSITAT DE BARCELONA AND (NAME OF COMPANY) TO CREATE THE SPONSORED CLASSROOM (NAME OF CLASSROOM)

# **AT A MEETING BETWEEN**

The first Party, Dr Joan Guàrdia Olmos, Rector of the University of Barcelona (hereinafter, "UB") by virtue of appointment under Decree 4/2024, of 3 January (Official Bulletin of the Government of Catalonia, no. 9073, of 5 January), and legal representative of this institution, with registered address at Gran Via de les Corts Catalanes, 585, 08007 Barcelona, and with fiscal id. NIF Q-0818001-J, by virtue of the powers transferred under the UB Statute, approved by Decree 246/2003, of 8 October (Official Bulletin of the Government of Catalonia, no. 3993, of 22 October).

And (details of the legal representative of the company/institution)

Both parties, in the exercise of the functions assigned to them by law, mutually acknowledge the sufficient legal capacity to enter into this agreement and

# **STATE**

I. That the Universitat de Barcelona (UB), as an institution governed by public law, has the duty, among others, to collaborate with public administrations, institutions and private entities to create, participate in and develop plans and actions that contribute to scientific progress, cultural dissemination and social development.

II. That (name of company) is a company dedicated, among other functions, to research in the area of (define the most specific areas), and is interested in developing policies to support research, teaching and activities of scientific interest in general (or a similar paragraph describing the company’s mission).

III. That it is of common interest to the parties to formalise this collaboration agreement for the creation of the sponsored classroom – (name of classroom) (hereafter called “Classroom”) to promote the development of teaching and research in this specific field.

Consequently, the parties agree to sign this agreement in accordance with the following

# **CLAUSES**

### **First. Objective**

The objective of this agreement is to define the forms of collaboration between the UB and (name of company) to create the Classroom that is attached to the Universitat de Barcelona, in accordance with the document Normativa reguladora del procediment de creació i funcionament de les càtedres i aules UB (“Regulations for creating and running sponsored chairs and classrooms at the Universitat de Barcelona”), which was approved by the Governing Council on 5 December 2017 and amended on October 14, 2021.

The main objectives of the Classroom will be to promote a range of teaching, research, training, information and documentation activities in the area of (explain the raison for the creation of the classroom, the objectives that should be met and the activities that will be undertaken).

# **Second. Funding**

To undertake the activities of the Classroom, (name of company) is committed to providing the required resources for the duration of this agreement under the following conditions (break down the financial contributions by year, in accordance with the financial report that was presented for the creation of the classroom and considering that the minimum financial contribution will be €10,000 per year).

# **Third.** **Direction, organisation and management**

In accordance with Article 5.1. of the Normativa reguladora del procediment de creació i funcionament de les càtedres i aules UB (“Regulations for creating and running sponsored chairs and classrooms at the Universitat de Barcelona”), classrooms must have a director who shall be appointed by the Rector at the suggestion of the Comissió de Càtedres i Aules UB (Committee for Sponsored Chairs and Classrooms of the Universitat de Barcelona, CAUB). The position of director has been agreed with (name of company) and must be occupied by permanent UB academic staff with full-time contracts.

The functions of the director are:

* Propose a programme of activities together with (name of company)
* Take responsibility for the financial management of the classroom
* Take responsibility for issuing scientific, technical and economic reports relating to the classroom
* Prepare an annual report of the activities undertaken by the classroom
* Represent the classroom within the UB and outside of it
* (Any other functions to be included)

(Describe, if applicable, whether other bodies of the classroom will be introduced, according to the provisions in Article 11 of the “Regulations”.)

Given the nature and subject area of the Classroom, it will be attached to the UB centre (name of the faculty or university school to which the classroom will be attached). The Classroom will be housed in this UB centre, which will be responsible for its academic direction and management.

**Fourth. Image**

The Corporate Image and Marketing Unit of the University of Barcelona will develop the sub-brand of the classroom following the graphic criteria of the UB.

The signing of this agreement does not authorize any of the parties to use the logo or trademark of the other party, unless express written authorization has been obtained from the governing bodies of each institution.

**Fifth. Intellectual property**

The intellectual and industrial property rights resulting from the activity of the Classroom belong to the UB.

When specific research projects are developed in the framework of the Classroom with funding from outside the Classroom, and considering that in addition to the UB other institutions and/or companies could be involved or (name of company), the intellectual and industrial property rights belong to the party that has generated them, if there is no ownership agreement signed by the parties that states otherwise. In any case, in any project funded by the Classroom, this funding situation must be indicated.

**Sixth. Length of the agreement**

This agreement will have a duration of ..... years (minimum of one year and maximum of four years), counting from the date of signature. Two months prior to its termination, if applicable, the director of the Aula shall submit to the secretary of the Comissió de Càtedres i Aules UB (Commission of Chairs and Sponsored Classrooms of the University of Barcelona, CAUB) a proposal on the appropriateness of an extension or, if applicable, a modification of the agreement.

The extension may be for additional periods, with a maximum duration of four (4) years, upon presentation of a specific written request, and any decision in this regard must be approved by the CAUB.

**Seventh.** **Reasons for termination of the agreement**

The following are reasons for termination of the agreement:

1. The end of the term of this agreement.
2. Mutual agreement between the parties before the end of the established period.
3. Serious, repeated non-compliance by either of the two parties with any of the essential clauses in the agreement.
4. Notice of termination by one of the parties, communicated with at least two months’ notice.
5. Any other reason included in the applicable current legislation.

**Eighth.** **Legal framework**

This agreement shall be governed by the document Normativa reguladora del procediment de creació i funcionament de les càtedres i aules UB (“Regulations for creating and running sponsored chairs and classrooms at the Universitat de Barcelona”), which was approved by the UB Governing Council on 5 December 2017, by Llei 40/2015, d’1 d’octubre, de règim jurídic del sector públic (Law 40 of 1 October 2015 on “The legal regime for the public sector”) and other administrative legislation relating to this Law.

**Ninth. Supervisory committee**

A Supervisory Committee will be created and formed by ..... representatives from the University of Barcelona, appointed by the rector or duly authorized delegate, and by ..... representatives from ……………………….. .

The Supervisory Committee will coordinate and evaluate all activities and aspects of the contractual relationship between the two institutions. The Supervisory Committee will also oversee the development of the program to ensure compliance with the terms of this cooperation agreement.

**Tenth. Information relating to the processing of personal data of persons representing the signatory parties**

The data controllers of the personal data collected in this agreement from the representatives as well as from the contact persons that are necessary to manage its execution are each of the signatory parties. The contact details of the data controllers are as follows:

* UB (General Secretary): Gran Via de les Corts Catalanes, 585, 08007 Barcelona; secretaria.general@ub.edu

.... : . The other party must indicate the contact details for data protection (they may be the same as in the heading of the agreement)

The purpose of the processing is the management, monitoring and execution of this agreement. The lawful basis for the processing, in accordance with art. 19 of the LOPDGDD, is the fulfilment of a mission carried out in the public interest in the case of those data controllers of art. 77.1 of the LOPDGDD, or the satisfaction of a legitimate interest of the controller in other cases. Personal data will be kept for the time necessary to fulfil the purpose for which they were collected and to determine the possible responsibilities that could be derived. The transfer of data to third parties is not envisaged, unless there is a legal obligation to do so.

The data subjects can access to the data, request data rectification, data erasure and data portability, and request objection or restriction of processing, by writing to the data controller at the addresses indicated above. If they consider that their rights were not attended well enough, they can contact the data protection officer of each party:

* UB: Gran Via de les Corts Catalanes, 585, 08007 Barcelona; protecciodedades@ub.edu
* .... : If the other party has appointed a data protection officer, the contact details should be included.

Data subjects can also lodge a complaint with the competent data protection supervisory authority.

The parties undertake to provide the content of this clause to the contact persons of their institution who participate in the implementation of this agreement.

**Eleventh. Interpretation and compliance**

The parties shall try to resolve by agreement any contentious issues that could arise in the interpretation and compliance with the agreement before any claim is made before the corresponding courts.

**Twelfth.** **Transparency and public access to the information**

The signed agreement may be made available to the public in the corresponding Transparency Portal, in accordance with the provisions of Llei 19/2014, del 29 de desembre, de transparència, accés a la informació pública i bon govern (Law 19 of 29 December 2014 on “Transparency, access to public information and good governance”), and other administrative legislation relating to this Law.

In witness whereof, the parties sign this agreement in duplicate on the date and place indicated on the header,

Universitat de Barcelona (Company)

Joan Guàrdia Olmos Legal representative

Rector