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

# **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

## **WHEREAS**

I. The duties of the UB, in its capacity as a public institution entrusted with the public provision of higher education through research, teaching and study, include collaboration with government bodies, institutions and other universities in the preparation and implementation of plans and initiatives for scientific innovation, 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 chair – (name of chair) (hereafter called “Chair”) 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 Chair 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 Chair will be to promote a range of teaching, research, training, information and documentation activities in the area of (explain the raison d’être of the chair, the objectives that should be met and the activities that will be undertaken).

# **Second. Funding**

To undertake the activities of the Chair, (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 chair and considering that the minimum financial contribution will be €20,000 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”), chairs 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 chair
* Take responsibility for issuing scientific, technical and economic reports relating to the chair
* Prepare an annual report of the activities undertaken by the chair
* Represent the chair within the UB and outside of it
* (Any other functions to be included)

In addition, the chair will have a Monitoring Committee, which will be the chair’s collegiate body. It will be comprised of six members: the Rector (or their delegate), the director of the chair, two UB lecturers appointed by the Rector and two people from (name of company). The functions of the Monitoring Committee are established in Article 10 of the regulations for the creation and running of UB Chairs and Classrooms.

(Describe, if applicable, whether other bodies of the chair will be introduced, according to the provisions in Article 9 of the “Regulations”.)

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

**Fourth. Image**

If the Chair has its own logo, this must be in line with the corporate image of the UB and must be authorised by the Registrar and Secretary of the UB, after a report by the Comissió de Càtedres i Aules UB (Committee for Sponsored Chairs and Classrooms of the Universitat de Barcelona, CAUB).

In any case, the UB logo must be present on all documents relating to the activities of the Chair, with the authorisation of the UB Registrar and Secretary.

**Fifth. Intellectual property**

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

When specific research projects are developed in the framework of the Chair with funding from outside the Chair 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 the results, if there is no ownership agreement signed by the parties that states otherwise. In any case, in any project funded by the Chair, this funding situation must be indicated.

**Sixth. Length of the agreement**

This Agreement shall have a duration of xx years (minimum of three years and maximum of four years), from the date of its signature. Six months before its termination, if applicable, the director of the Chair must submit to the secretary of the Comissió de Càtedres i Aules UB (Committee for Sponsored Chairs and Classrooms of the Universitat de Barcelona, CAUB) a proposal regarding the suitability of an extension or, if necessary, an amendment to the agreement.

Both parties may extend the agreement before its expiry for additional periods, with a maximum length of four (4) years, upon presentation of a specific written request. Any decision on this matter must be approved by the CAUB.

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

The following are reasons for termination of the agreement:

1. Expiry of the stated term of the agreement.
2. Mutual agreement between the Parties before the end of the stated term.
3. Unforeseen legal or material impossibility of achieving the objective of the agreement.
4. Serious, repeated breach by either of the Parties of any of the essential clauses in the agreement.

In this case, the party in breach should first be notified and required to meet their obligations. This requirement will be communicated to the Monitoring Committee.

If, after the period indicated in the requirement, the party remains in breach, the agreement will be considered terminated.

1. The complaint of one of the Parties, communicated to the other party expressly in writing
2. By legal ruling declaring the agreement null and void.
3. Any other grounds provided for in the applicable 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. 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.

**Tenth. Supervisory committee.**

A Supervisory Committee will be created and formed by xxx representatives from the Universitat de Barcelona, appointed by the rector or duly authorized delegate, and by xxx. representatives from xxxxx.

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.

**Eleventh. Jurisdiction**

Any legal questions that might arise in the interpretation or application of this agreement shall be settled by the mutual decision of the two parties and if this were not possible, they shall be submitted to the decision of the authorities in the two countries.

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

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 execute this agreement are each of the signatory parties (and, in particular, for what at the University of Barcelona is the General Secretariat). The contact details of the data controllers are as follows:

• UB: 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 LOPGDD, 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.

**Thirteenth. Transparency**

The signed agreement could be made available to citizens pursuant to the provisions of law 19/2014, of December 29, of transparency, access and good governance and other regulations affecting the implementation of this law.

Universitat de Barcelona (Company)

Joan Guàrdia Olmos Legal representative