## FRAMEWORK COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF BARCELONA (SPAIN) AND THE UNIVERSITY OF.............................. (university and country)

# BY AND BETWEEN

The first party, Dr. Raúl Ramos Lobo, Vice-rector for Internationalization Policy of the University of Barcelona, as representative of this institution, by means of the resolution adopted by the rector dated February 07, 2024, and in virtue of the powers conferred on him by the Statute of the University of Barcelona approved by Decree 246/2003, October 8 (DOGC nº 3993, October 22).

**AND**

The second party, ....................... (counterparty details, post, authorization to sign the agreement, etc.)

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

# WHEREAS

1. 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.
2. Other party …………………………… (Specify the purpose, objective or interest of the other party)
3. The parties express their willingness to establish a cooperation agreement to promote research activity in the field of ..........................

In witness whereof, the parties agree to sign this cooperation agreement in accordance with the clauses established hereunder.

# CLAUSES

## First

This agreement establishes a general framework for cooperation between the Universitat de Barcelona and .................... (full name of the other university), with the purpose of initiating (or intensifying) scientific, educational and technical exchange in all areas of their activity.

## Second

The actions to be carried out under this initial cooperation agreement will be established in specific annual plans drawn up by the parties. These plans shall be subject to approval by the relevant authorities, in accordance with the procedures established by each party, and will give rise to additional specific cooperation agreements.

When necessary, the specific agreements will be subject to the approval of the authorities responsible for .................... (complete as required), in accordance with the procedures in place in each country.

## Third

The cooperative framework outlined in this agreement shall encompass the following activities:

* Exchange of teaching staff, researchers and students for stipulated periods.
* Exchange of research materials, scientific and academic documentation and other publications.
* Organization of specific periods of training for students, teaching staff and/or researchers.
* Participation in talks, seminars, conferences, exhibitions and other activities organized by either of the parties.
* Joint organization of third-cycle activities.
* Creation of joint research groups.

 (select, specify or omit)

## Fourth

Each university will appoint one (or more) coordinator(s), who will be responsible for supervising the overall development of this cooperation agreement and of the institutional relations between the institutions and organizations to which it pertains. The coordinators appointed by each party will work together to prepare and implement subsequent specific cooperation agreements governing the activities included in the annual plans.

The coordinators will meet when necessary in ...... (country) or in the Universitat de Barcelona (Spain) to evaluate the progress of the cooperative activities organized within the framework of this agreement and to draft a report on actions completed and actions underway. This will be submitted to the relevant academic authorities.

## Fifth

In order to facilitate mutual mobility flows of teaching staff and students and to identify areas of mutual research interest, the parties agree to exchange regular information on completed and current research and with regard to teaching staff and students interested in possible exchange initiatives.

## Sixth

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.

## Seventh

This agreement does not entail a financial commitment from either party. The Universitat de Barcelona and ………. (full name of the university) should make provision in their annual budgets for possible financial commitments deriving from the planning of activities finally agreed upon through the specific agreements.

Each party may also seek funding and apply for subsidies from other regional, national and international organizations involved in the areas covered by planned activities.

## Eighth

The parties undertake to try to resolve amicably any dispute that may arise in the interpretation or fulfillment of this agreement before submitting to the jurisdiction of the competent court, either …. (jurisdiction of the country of the other university) or Spanish, depending on the origin of the conflict.

### Ninth

This agreement shall come into effect on the date it is signed and shall have a duration of ….. (for a maximum of four years). 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. However, either party may give six months' prior written notice of its intention to terminate the agreement.

**Tenth**

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**

The agreement may be terminated on the following grounds:

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.

If either of the parties chooses to withdraw from the agreement, measures must be put in place to guarantee the completion of all activities that are underway.

**Twelfth**

The signed agreement could be made available to citizens in the corresponding Transparency Portal 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.

In witness whereof, the parties sign two/three original copies (specify) of this agreement, in Catalan and in English (add if necessary), at the place and on the date recorded below

Barcelona,

On behalf of the On behalf of the

UNIVERSITY OF BARCELONA UNIVERSITY OF............

**Raúl Ramos Lobo** xxxxxxxxxx

Vice-rector for Internacionalization Policy

Delegated by the Rector