

AGREEMENT BETWEEN THE UNIVERSITY OF BARCELONA (SPAIN) AND THE UNIVERSITY () (name and country) FOR THE JOINT SUPERVISION OF THE DOCTORAL THESIS OF (student)

The first Party, Joan Guàrdia Olmos, Rector of the University of Barcelona (hereinafter, "UB") by virtue of appointment under Decree 154/2020, of 29 November (Official Bulletin of the Government of Catalonia, no. 8307, 31 December 2020), and legal representative of this institution 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, 22 October 2003), with registered address at Gran Via de les Corts Catalanes, 585, 08007 Barcelona.

And the second Party, (position: rector or equivalent), of the University of , on behalf of this university by virtue of (repeat the information from the previous section for the second university).

HEREBY DECLARE

- 1. That the undersigned universities are interested in formalizing the joint supervision of the doctoral thesis of (name and surname), holder of Spanish ID card / passport / EU identification document (cross out the documents that do not apply) number. He/she has been admitted to the doctoral programme called (name of the UB doctoral programme to which the candidate has been admitted) of the University of Barcelona and to the doctoral programme called (name of the doctoral programme at the foreign university to which the candidate has been admitted) of the University (name of the foreign university)
- 2. That the undersigned universities state their commitment to recognizing the doctoral degree and, to that end, sign this document in accordance with the following clauses.

CLAUSES

One

Joint supervision means that the doctoral thesis will be developed at both universities. The duration of the research periods at each university will be determined by mutual agreement between the thesis supervisors based on the progress of the doctoral candidate's work. The research period at the University of Barcelona must have a duration of at least six months, which may be subdivided into shorter periods.

(Please state the research periods at each university and the activities to be carried out at each one).

Two

The thesis supervisor from the University of Barcelona is (name, surname and type and number of identity document: DNI, passport, EU document).

The thesis supervisor from the University (name of foreign university) is (name, surname and type and number of identity document: DNI, passport, EU document).

In the event of a change of a supervisor, the procedure established at the university where the thesis is to be defended will be followed. The other university must be notified of any such change.

The doctoral thesis must be supervised in a coordinated manner with the thesis supervisors from both universities sharing responsibility for oversight and monitoring.



Three

The thesis research plan entitled has been accepted by both universities in accordance with applicable regulations at both institutions.

Should a substantial change be made to the plan, the procedure established at the university where the thesis is to be defended will be followed, and the other university must be notified.

Four

For the preparation and defence of the doctoral thesis, the deadlines and procedures established by current legislation in the country of the university where the thesis is to be defended shall apply, with no effect to any other regulations of either of the universities involved.

Five

The doctoral thesis will undergo a single defence at the University (specify the university).

The Board of Examiners for the thesis defence will be designated by the university at which the defence takes place and will be subject to current legislation of the country in which the institution is located as well as the university's own regulations. The other university must be notified of the members of the Board of Examiners.

(This paragraph is to be included if the thesis is defended at the foreign university):

For theses that are not defended at the UB, the UB's defence reports and minutes must also be duly completed and signed, using the grading system established by Spanish legislation (fail, pass, merit, excellent). If the thesis receives a grade of excellent, the procedure will be initiated for the awarding of the *cum laude* distinction established by the UB.

The undersigned universities will recognize the validity of the doctoral thesis defended within the framework of this Agreement.

Six

The conditions of deposit, copyright and publication of the thesis are, for Spain, those established by current legislation and regulations on intellectual property.

Seven

The protection of the confidentiality of the data contained in the doctoral thesis will be that established in current legislation and, in particular, in Article 38 of the Regulations governing doctoral studies under Royal Decree 99/2011, approved by the Governing Council on 16 March 2012 and last amended on 7 October 2020, without prejudice to the provisions applicable at the University (name of the foreign university).

Eight

Expenses related to the travel and accommodation of the professors who will serve on the Board of Examiners for the thesis shall be covered by the university at which the thesis is defended.

Nine

The University (name of the foreign university) accepts the provisions of the Regulations governing doctoral studies under Royal Decree 99/2011, approved by the Governing Council on 16 March 2012 and last amended on 7 October 2020.



Ten

The controllers of the personal data collected in this Agreement (both the data of the representatives and the data of the contact persons necessary for the execution of this Agreement) are the signatory Parties.

The contact information for the data controllers is as follows.

- University of Barcelona (General Secretary's Office):
 - Gran Via de les Corts Catalanes, 585, 08007 Barcelona
 - > secretaria.general@ub.edu

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Personal data will be processed for the purposes of managing, monitoring and implementing this Agreement. The legal basis for the processing of personal data, in accordance with Article 19 of the Organic Law on the Protection of Personal Data and Guarantee of Digital Rights, is the performance of a task carried out in the public interest (in the case of controllers in accordance with Article 77(1) of this law) or the satisfaction of a legitimate interest of the controller (in all other cases).

The data will be stored during the period required to fulfil the purpose for which they were collected and to determine any possible responsibilities deriving therefrom. They will not be disclosed to third parties unless there is a legal obligation to do so.

Data subjects have the right to access and request rectification, erasure, opposition, portability or restriction of their data by writing to the data controllers at the addresses indicated above. If they feel that their rights have not been adequately addressed, they can communicate this to the data protection officer of the signatory Parties.

- University of Barcelona:
 - Gran Via de les Corts Catalanes, 585, 08007 Barcelona
 - protecciodedades@ub.edu

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

The Parties undertake to provide the content of this clause to the contact people involved in the implementation of this Agreement.

Eleven

The thesis supervisors at each of the universities shall form the Monitoring Committee of this Agreement, which is tasked with evaluating and coordinating the activities and relations involving the two institutions, and ensuring compliance with the provisions of this Agreement.

Twelve

This Agreement has a duration of four years from the date it is signed. Before this Agreement



expires, the Parties may unanimously and expressly agree to terminate it or to extend it for a period of up to four additional years.

This is without prejudice to the duration of the doctoral studies, in accordance with the regulations applicable at each of the universities.

This Agreement constitutes the complete agreement of the Parties in relation to its purpose and may only be modified in writing with the prior consent of the Parties.

Thirteen

In the event that a new regulation on the awarding and granting of doctoral degrees is adopted that is contrary to the provisions of this Agreement, the new regulation shall automatically apply in all matters that modify this Agreement.

Fourteen

This Agreement will be terminated for the following reasons:

- a) Its period of validity expires.
- b) The doctoral student is awarded a doctoral degree.
- c) The doctoral student fails the annual assessment at either university.
- d) The maximum established term for submitting the doctoral thesis is exhausted (including extensions, if applicable) at either of the undersigned universities.
- e) The Parties mutually agree to terminate the Agreement prior to expiry of the period of validity.
- f) The unforeseen impossibility, legal or material, of fulfilling the purpose of this Agreement.
- g) Either Party repeatedly fails to comply with any of the stipulations of the Agreement. In this case, either of the Parties may send a request to the non-complying Party asking it to comply with its obligations. The Monitoring Committee must be notified of any such request. If the non-compliance persists after the deadline indicated in the request, the Agreement will be deemed terminated.
- f) One of the Parties withdraws through express written notification to the other Party.
- i) A legal decision renders the Agreement null and void.
- j) Any other grounds provided for in current applicable regulations.

Fifteen

Any disputes that arise in the interpretation and fulfilment of this Agreement shall, where possible, be resolved amicably through the Monitoring Committee, before recourse to the competent legal authorities.

Sixteen

Any other circumstances not stipulated in this Agreement will be governed by the provisions of the Regulations governing doctoral studies under Royal Decree 99/2011, approved by the Governing Council on 16 March 2012 and last amended on 7 October 2020.

Seventeen





This Agreement may be made available to the public on the transparency portal, in application of Law 19/2014 of 29 December on transparency, access to public information and good governance, and other implementing regulations.

And in witness whereof, (indicate number) copies of this document are signed in Catalan and (language(s)), at the place and on the date specified below.

Place, date

Rector Xx xxxxxxxxx of the University of Barcelona xx xx Xxxxxx

Director of the Doctoral School Xx xxxxxxxxx of the University of Barcelona xx xx Xxxxxx