**SPECIFIC COOPERATION AGREEMENT FOR THE EXCHANGE**

**OF STUDENTS BETWEEN THE UNIVERSITY …………..(COUNTRY)**

**AND THE UNIVERSITY OF BARCELONA (SPAIN)**

**AT A MEETING BETWEEN**

Mr Raúl Ramos Lobo, Vice-Rector for Internationalization Policy of the University of Barcelona, for and on behalf of this university, by decision of the Rector on 14 February 2022, as legal representative of this institution by virtue of the powers transferred under the University of Barcelona Statute, approved by Decree 246/2003, of 8 October (Official Gazette of the Catalan Government [DOGC] no. 3993, of 22 October).

And Mr/Mrs ……….. ……….. (or the corresponding title)

(Copy the data in the above section for the second signatory and the following signatories: name and surname, position, information on appointment and the full name of the university or entity).

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

**STATE**

That the University of Barcelona (UB), as a public institution entrusted the public service of higher education through research, teaching and study, has the duty, among others, to collaborate with public administrations, institutions and other universities to create, participate in and execute plans and actions that contribute to scientific progress, cultural dissemination and social development.

That …………………………………………

(Add the purpose, objective or interest of the other party).

And that for the above reasons, they agree to establish a student exchange programme between the Faculty of .......... (indicate the faculty) of the University of Barcelona and the Faculty of ............... of the University of ..............(indicate faculty and university) for academic study, as provided for in this agreement, which will be based on the following

**CLAUSES**

**First**

Up to ….. UB students per academic year or up to… -semester students can take courses of XXXXX (add the educational level\_ bachelor's degree and/or university master's degree) at the University of……….

Up to …. students from the University ……… per academic year or up to …. (number)-semester students can take studies of XXXXX (add the educational level: bachelor's degree and/or university master's degree) at the UB.

The number of students exchanged between the two institutions will be monitored annually. If there is an imbalance, the number of places offered by each institution will be agreed so as to maintain an acceptable balance for the duration of the agreement.

**Second**

If a faculty establishes restrictions on student exchanges (for example, a minimum average grade in the academic record), it should inform the other party with sufficient notice for the other university to ensure that any nominated students meet the stated requirements.

**Third**

Both Parties should provide information on the level of language required so that the students can take subjects at the host university without any disadvantage.

The level of language required of exchange students at the Faculty of ................ of the UB shall be at least ……….. (indicate the level, according to the CEFR) in ……. (indicate the language and specify whether any other language level is required).

The level of language required of exchange students at the Faculty of ................ of the UB shall be at least ……….. (indicate the level, according to CEFR) in ….. (indicate the level, according to the CEFR) in ……… (indicate language).

**Fourth**

Exchange students will pay the enrolment fee at their home university. The host university will not charge enrolment fees.

**Fifth**

Students will be selected by their respective home university, which is responsible for determining if they meet the conditions to take part in the exchange. The coordinator at each university will contact their counterpart to inform them which students have been selected to participate in the exchange. The coordinator at the host university must confirm acceptance of the proposed students. At the UB, this process will be carried out within the framework of the Regulations on International Student Mobility (approved by the Governing Council on 14 June 2017).

If the cooperation agreement includes mobility at master’s degree level, students who have been pre-selected by their university must then be accepted in accordance with the requirements and specifications of the master’s degree programme at the host university.

**Sixth**

The coordinator at the University of ………… will be …………. (give details) and the coordinator at the UB will be the head of International Relations of the Faculty of ……. (Add contact)

**University of Barcelona (UB)**

Faculty of ….

International Relations Office (ORI)

Address:

Telephone:

E-mail:

Website:

**University of ..............**

Faculty of ….

International Relations Office (ORI)

Address:

Telephone:

E-mail:

Website:

**Seventh**

Students will take an academic programme that is approved by both institutions. Each student will take regular subjects offered by the host institution.

The academic programme of each student who participates in the exchange programme will also establish the system of equivalences between the subjects enrolled for in the home university and those taken in the host university, for the corresponding recognition of studies and the number of credits taken.

At the UB, a full-time bachelor’s degree student enrols for 23-30 ECTS credits per semester.

At the UNIVERSITY NAME, a full-time bachelor’s degree student should enrol in ----- courses (indicate the system of credits and/or the number of subjects that full-time students tend to take, to establish academic equivalence).

**Eighth**

Exchange students will enjoy the same rights and privileges as the rest of the students at the host university. Students who take part in the exchange will be subject to the rules, regulations and disciplinary code of the host university at which they are enrolled.

**Ninth**

If necessary, each student will be responsible for requesting and obtaining a student visa and the documents required to enter the host institution’s country.

**Tenth**

All travel and living expenses must be covered by students. In addition, before travelling, students should take out comprehensive health insurance (including accident and repatriation coverage) **and, if necessary, civil liability insurance for the entire period of their stay**.

(Indicate, if applicable, whether the host university requires students to take out compulsory insurance, depending on the national regulatory framework.)

**Eleventh**

The host institution will, to the best of its ability, assist students in securing accommodation for the exchange period.

**Twelfth**

The host university will send the home university an official record with the grades obtained by students once the exchange period has been completed.

**Thirteenth**

Both faculties express the wish to facilitate the mobility of teaching staff for teaching and research purposes. Teaching staff should be covered by health, accident, repatriation and civil liability insurance for the duration of their stay at the host university.

All associated expenses (plane tickets, accommodation and living expenses, health, accident and repatriation insurance, visas, etc.) must be covered by the teaching staff.

**Fourteenth**

A Monitoring Committee will be formed by \_\_\_ representatives on behalf of the University of Barcelona, appointed by the Rector, and by \_\_\_ representatives of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, appointed by \_\_\_\_\_\_\_\_.

The Committee will assess and coordinate the activities and relations that affect the two institutions, ensure the correct implementation of the content of the agreement and, if applicable, resolve any issues of interpretation or compliance that may arise.

**Fifteenth**

Signing this agreement does not authorize either of the Parties to use the logo or the brand image of the other party unless express written authorization is given by the governing bodies at the respective institution.

**Sixteenth**

The data controllers responsible for processing the personal data provided within the scope of this agreement on representatives and contact details – which are required to execute this agreement – are both of the signatories (specifically, the General Secretary of the University of Barcelona). The contact data for the data controllers are:

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

The purpose of processing personal data is the management, monitoring and execution of this contract. The lawful basis for processing personal data, in accordance with Article 19 of Organic Law on Data Protection and the Guarantee of Digital Rights, is compliance with a mission carried out in the public interest in the case of data controllers in Article 77.1 of the same Law or meeting a legitimate interest of the data controller in other cases. Personal data are stored for as long as necessary to meet the purpose for which they have been collected and to determine any potential responsibilities deriving from this purpose. Data will not be disclosed to other parties unless there is a legal obligation to do so.

Data holders have the right to request access to their data, rectify them, delete them, oppose their processing, request their portability or limit their processing by sending a request in writing to the data controller at the addresses indicated above. If they consider that their rights have not been properly upheld, they can inform the signatories’ data protection officer:

* UB: Secretaria General, Gran Via de les Corts Catalanes, 585, 08007 Barcelona; protecciodedades@ub.edu
* .............................. : ............

Data holders can also submit a claim before the relevant authority responsible for controlling data protection.

The Parties undertake to make the content of this clause known to all listed contacts from their institutions involved in the execution of this contract.

**Seventeenth**

This agreement comes into force on the day that it is signed and has a duration of four years. Before its completion, the Parties may extend it, subject to express written confirmation, for a maximum period of up to four additional years. Either Party may also indicate its desire to withdraw from the agreement, in which case written notification must be given with at least six months’ notice.

Either University may request at any time that the agreement be reviewed. Any such review will be carried out by mutual agreement of the two universities and with the approval of the relevant authorities.

In the event that the agreement is terminated, provision will be made for participating students to complete the studies or projects that are underway.

**Eighteenth**

The Parties agree to try to resolve amicably any contentious issues that may arise in the interpretation of and compliance with the agreement through the Monitoring Committee, before any claim is made before the corresponding courts, whether in ……. or Spain, depending on the origin of the conflict.

**Nineteenth**

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, as established in the seventeenth clause
2. By legal ruling declaring the agreement null and void.
3. Any other grounds provided for in the applicable legislation.

**Twentieth**

The signed agreement may be made available to the public via the corresponding Transparency Portal, in accordance with the provisions of Act 19 of 29 December 2014 on Transparency, Access to Public Information and Good Governance and other legislation relating to this act.

Two original copies of this agreement shall be signed, each of which has the same legal validity.

Barcelona, City,

On behalf of the University of Barcelona On behalf of ………………….

Mr Raúl Ramos Dr./ …………..

Vice-Rector for Rector

Internationalization Policy,

On behalf of the Rector

**Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) according to the Commission Decision of 27 December 2004 amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries** **(2004/915/EC)**

***Data transfer agreement***

between

UNIVERSITY OF BARCELONA (name)

Gran Via de les Corts Catalanes, 585, 08007 Barcelona (Spain) (address and country of establishment)

hereinafter “data exporter”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address and country of establishment)

hereinafter “data importer”

each a “party”; together “the parties”.

**Definitions**

For the purposes of the clauses:

1. “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
2. “the data exporter” shall mean the controller who transfers the personal data;
3. “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
4. “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

1. **Obligations of the data exporter**

The data exporter warrants and undertakes that:

1. The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
2. It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
3. It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
4. It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
5. It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.
6. **Obligations of the data importer**

The data importer warrants and undertakes that:

1. It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
2. It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
3. It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
4. It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
5. It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
6. At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
7. Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
8. It will process the personal data, at its option, in accordance with:
	1. the data protection laws of the country in which the data exporter is established, or
	2. the relevant provisions ([[1]](#footnote-1)) of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data ([[2]](#footnote-2)), or
	3. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: (iii)

Initials of data importer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

1. It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
	1. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
	2. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
	3. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
	4. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer
2. **Liability and third party rights**
3. Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
4. The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).
5. **Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

1. **Resolution of disputes with data subjects or the authority**
2. In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
3. The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
4. Each party shall abide by a decision of a competent court of the data exporter’s country of establishment or of the authority which is final and against which no further appeal is possible.
5. **Termination**
6. In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
7. In the event that:
	1. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
	2. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
	3. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
	4. a final decision against which no further appeal is possible of a competent court of the data exporter’s country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
	5. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

1. Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
2. The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.
3. **Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

1. **Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

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**ANNEX A**

**DATA PROCESSING PRINCIPLES**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
9. (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

1. where otherwise provided by the law of the data exporter.

**ANNEX B**

**DESCRIPTION OF THE TRANSFER**

*(To be completed by the parties)*

**Data subjects**

The personal data transferred concern the following categories of data subjects:

(i) data about students of UB that will study at the Data importer; (ii) data about students of Data importer that will study at the UB and (ii) data relating to staff of UB.

**Purpose of transfer(s)**

The transfer is made for the following purposes:

Manage the exchange of students between the two Parties.

**Categories of data**

The personal data transferred concern the following categories of data:

* Identification data.
* Data of personal characteristics.
* Data on social circumstances.
* Academic and professional data.
* Economic-financial and insurance data.
* Sensitive data

**Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Not applicable.

**Sensitive data** (if appropriate)

The personal data transferred concern the following categories of sensitive data:

Health information.

**Data protection registration information of data exporter** (where applicable)

Not applicable.

**Additional useful information** (storage limits and other relevant information)

The data relating to staff of UB will be processed until the end of the Exchange agreement. The data relating to students will be kept forever according to the national legislation on public archive.

**Contact points for data protection enquiries**

* Data importer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Data exporter: secretaria.general@ub.edu

1. “Relevant provisions” means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses). [↑](#footnote-ref-1)
2. However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected. [↑](#footnote-ref-2)