## 

## COOPERATION AGREEMENT BETWEEN THE UNIVERSITAT DE BARCELONA AND ...............

## BY AND BETWEEN

The first Party, Dr Joan Guàrdia Olmos, Rector of the Universitat de 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 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

**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**. Counterparty mission

**III.** 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. PURPOSE

Both parties are interested in establishing a specific cooperation agreement to …………

## Second. OBLIGATIONS OF THE PARTIES

Develop the commitments and contents of the parties

**Third. ECONOMIC AGREEMENTS**

This agreement does not imply an economic commitment on the part of any of the signatory entities. (To be completed in the event of financial commitments)

**Fourth. SUPERVISORY COMMITTEE.**

A Supervisory Committee will be created and formed by ..... representatives from the Universitat de 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.

**Fifth. IMAGE**

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.

**Sixth. 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](mailto:secretaria.general@ub.edu)
* xxxx: 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](mailto:protecciodedades@ub.edu)
* xxxxx: 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.

**Seventh. DURATION**

This agreement shall come into effect on the date it is signed and shall have a duration of X years (Spanish legislation determines a maximum duration of 4 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.

**Eighth. WITHDRAW**

The parties may withdraw from the agreement upon presentation of written notification with a period of notice of X months. Such termination of the agreement shall not give the right to either party to seek compensation of any nature whatsoever.

In any case, the parties undertake to complete development of any actions already initiated when the withdrawal is notified.

**Ninth. REVISION**

Either party may request the revision of the agreement at any moment. Should the agreement be revised, this must be by mutual agreement of both parties and of the competent authorities. Any agreement that modifies the terms that are presented in this text must be documented and added to this initial agreement.

**Tenth. TERMINATION OF THE AGREEMENT**

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.

**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**

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.

In witness whereof, the parties sign two copies of this agreement, in English/Spanish/Catalan, at the place and on the date recorded below.

Barcelona, …………………

|  |  |
| --- | --- |
| **Joan Guàrdia Ramos**  Rector  Universitat de Barcelona | Counterparty  XXXXXXX |
|  |  |