Collaboration agreement between the Universitat de Barcelona and [name of company] to create the sponsored chair [name of chair]

Barcelona, of ..........

# **AT A MEETING BETWEEN**

Mr Joan Guàrdia Olmos, Rector of the Universitat de Barcelona by virtue of appointment under Spanish Royal Decree 154 of 29 December 2016 (Official Journal of the Government of Catalonia, DOGC, no. 8307 of 31 December), as legal representative of this institution by virtue of the powers transferred under the Universitat de Barcelona Statute, approved by Spanish Royal Decree 246 of 8 October 2003 (Official Journal of the Government of Catalonia, DOGC, no. 3993 of 22 October) with registered address in Barcelona, Gran Via de les Corts Catalanes, 585, and with tax identification number Q0818001J.

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

# **STATE**

I. That the Universitat de Barcelona (UB), as an institution governed by public law, has the duty, among others, to collaborate with public administrations, institutions and private entities to create, participate in and develop plans and actions that contribute to scientific progress, 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.

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 ..... 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. 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. The end of the term of this agreement.
2. Mutual agreement between the parties before the end of the established period.
3. Serious, repeated non-compliance by either of the two parties with any of the essential clauses in the agreement.
4. Notice of termination by one of the parties, communicated with at least six months’ notice.
5. Any other reason included in the applicable current 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*. Transparency and public access to the information**

The signed agreement may be made available to the public in the corresponding Transparency Portal, in accordance with the provisions of *Llei 19/2014, del 29 de desembre, de transparència, accés a la informació pública i bon govern* (Law 19 of 29 December 2014 on “Transparency, access to public information and good governance”), and other administrative legislation relating to this Law.

In witness whereof, the parties sign this agreement in duplicate on the date and place indicated on the header,

Universitat de Barcelona (Company)

Joan Guàrdia Olmos Legal representative