**Ref. ….**

**Framework Academic, Scientific and Cultural Collaboration Agreement Between the** (institution) **and the University of the Balearic Islands**

El text que apareix en color blau, en aquest model de conveni, és aclaridor i no ha de formar-ne part, per la qual cosa caldrà esborrar-lo quan s’enviï a tramitar.

El text que apareix en color vermell són continguts que es ressalten per facilitar-ne l’emplenament, i que han de ser substituïts, en color negre, per les dades que corresponguin en cada cas.

**Between**

On the one hand, Mr (state name), (state post), with registered address at (state address).

And on the other, Dr Jaume Carot Giner, President and Vice Chancellor of the University of the Balearic Islands (UIB), as representative of this institution by virtue of the appointment made by Decree 32/2021 of 7th June (BOIB [Official University Gazette] no. 78 of 12th June), in accordance with what is set out in Organic Law 2/2023 of 22nd March on the University System (LOSU) and Article 38.1.b) of the UIB Statutes, approved by Decree 64/2010 of 14th May, with registered address at Carretera de Valldemossa, km 7.5, 07122 Palma.

**Whereas**

I. The (institution name) is (insert a brief description of the institution)

II. The UIB is a public university at the service of society with its own legal status and assets, and implements the responsibilities assigned to it by current legislation. It exercises its rights ordained by law to undertake the public service of higher education through teaching, research and knowledge transfer, and it performs the duties assigned to it in Article 2 of Organic Law 2/2023 of 22nd March on the University System (LOSU)

III. Through its different faculties, departments and institutes, as well as its teaching and research staff, the UIB’s goals include research, teaching, and knowledge transfer across different areas

IV. In order to fulfil its duties, the UIB must cooperate with other universities and institutions around the world to maintain and strengthen its universal nature

V. In order to foster institutional relations, the UIB shall, as far as possible and in accordance with what is set out in Article 147.1 of its Statutes, promote an appropriate policy on agreements and exchanges with other universities, research institutes, institutions, and businesses.

In acknowledgement of their mutual interest in establishing and implementing international cooperation relations in line with their respective responsibilities, the parties set out the following

**General Terms and Conditions**

**One. Purpose**

This agreement aims to develop joint study programmes, exchanges and cooperation in the areas of teaching, student learning and research, in accordance with the terms and conditions set out below.

**Two. Types of Cooperation**

Cooperation between both universities may include the following:

1. Information and publication exchanges, including between libraries at both institutions

2. Teaching and research staff exchanges to support courses available at both institutions

3. Seminars, conferences and symposia

4. Joint research studies

5. Joint study programmes and curricula

6. Access to specific equipment and material

7. Short-term visits

8. Undergraduate and postgraduate exchanges

9. Any other collaboration activities.

**Three. Areas of Cooperation**

Cooperation will run across areas shared by both universities.

Staff assigned by the institutions for the activities above must be approved by both parties, in accordance with specific professional suitability criteria for the planned tasks.

The areas of cooperation shall include different programmes and activities to be specified in relevant protocols.

**Four. Specific Programmes and Projects**

A protocol shall be set for each specific programme or project. Said protocols may include the following information:

1. The basis, nature and description of the programme or project

2. The names of the supervisors and participants at each institution

3. The length of the programme or project

4. The planned financial resources and allocation to cover expenses linked to the programme or project

5. The plans in place for the academic recognition and accreditation of joint study programmes

6. The accommodation and attendance plans for participants in university activities, etc.

These protocols must be approved by the president/vice chancellor at each university.

**Five. Financial Terms and Conditions**

Where neither party has any financial obligations or undertakings:

a) The parties do not enter into any type of financial commitment on signing this agreement

b) Any financial undertaking shall be specifically set out for each programme or project.

Where the parties have financial obligations or undertakings:

The financial obligations and undertakings for each party are as follows:

[Per indicació de l’art. 49. d) de la Llei 40/2015, d’1 d’octubre, de règim jurídic del sector públic, s’ha d’incloure la **distribució temporal per anualitats i la seva imputació concreta al pressupost corresponent,** d’acord amb el que prevegi la legislació pressupostària]

**Six. Use of Intellectual Property** (where this is not applicable, remove the clause)

Any information arising from joint activities undertaken in accordance with this agreement shall be available to the parties, unless other dispositions are established.

All publications of findings shall highlight this collaboration agreement.

The interested parties shall inform the supervisors for this collaboration agreement of any findings that are subject to intellectual and/or industrial property rights. The latter shall implement the measures they have available to them to ensure the rights set out in current legislation on this matter.

**Seven. Monitoring Committee**

Each party shall select two individuals to sit on a monitoring committee. This committee shall be in charge of approving, prioritising and assessing the activities arising from the implementation of this collaboration agreement. Any disputes arising from the implementation of this collaboration agreement or any specific agreements entered into within its framework shall be resolved by the monitoring committee.

At the University of the Balearic Islands (the supervisor for the collaboration agreement, a member of the Executive Council, must be contacted first to see whether they wish to sit on the committee).

- Name and post, or delegated individual

- Name and post, or delegated individual.

At the (name of the signatory university):

- Name and post

- Name and post.

The committee shall mutually set the meeting schedule. These meetings shall monitor the activities subject to the collaboration agreement and clear up any issues that may arise from its interpretation and implementation.

**Eight. Validity and Term**

This collaboration agreement shall come into effect on the date it is signed and be valid for (state the relevant length, max. four years) years.

At any time before the end of term set out above, the signatories to the agreement may agree to extend it for a further (state the relevant length, max. four years) years. This agreement must be formalised in writing prior to the end date of the initially agreed term.

N.B. En haver de redactar aquesta clàusula i en compliment de l’art. 49. h] de la Llei 40/2015, de règimen jurídic del sector públic, s’haurà de tenir present que: la durada del conveni **no podrà ser superior a quatre anys**, llevat que normativament es prevegi un termini superior, mentre que **la pròrroga serà per un període de fins a quatre anys addicionals.**

This notwithstanding, any of the signatories may terminate this agreement by duly notifying the other party one month in advance of the proposed termination date. In any event, both parties undertake to respect the validity of the agreement until any ongoing teaching activities come to an end.

**Nine. Agreement Termination and Dissolution Framework**

This collaboration agreement shall be terminated where the activities comprising its purpose are not fulfilled or are deemed to be a reason for dissolution.

The following are causes for dissolution:

1. The agreement term has reached its end without a renewal thereof being agreed
2. Both parties agree to terminate the agreement, which they must state in writing
3. Where either of the signatories fails to comply with the obligations and commitments they have agreed, the other party shall have the right to unilaterally terminate this agreement. The termination shall be effective within thirty (30) days following notification thereof
4. A legal ruling that invalidates the agreement
5. Any other cause not included in the above and set out in the agreement or other applicable laws
6. A statement by either party setting out their wish to dissolve this agreement sent one (1) month in advance, without this affecting activities that have already started and are pending finalisation, or the settlement of the obligations taken on by each of the parties up to the time of dissolution
7. A sudden legal or material inability to comply with the clauses or content in this agreement.

Where this collaboration agreement is terminated due to any cause set out herein, the monitoring committee shall set the deadline to finalise ongoing activities arising from it. This deadline shall not be extended.

**Ten. Amendments to the Collaboration Agreement**

Amending the content of this collaboration agreement shall require unanimous agreement of the signatories, proposed by either of the parties and signed in the relevant amendment addendum, formalised before the end of the agreement.

**Eleven. Legal Framework and Applicable Jurisdiction**

This collaboration agreement is administrative in nature and shall be governed by the provisions herein and Preliminary Title, Chapter VI of Act 40/2015 of 1st October on the Legal Framework of the Public Sector, as well as other applicable administrative regulations, and the general principles of law.

This agreement does not fall under the scope of application of Article 6.1 of Act 9/2017 of 8th November on Public Sector Contracts since its content is not deemed a contract as per public sector contract legislation.

Disputes regarding the interpretation and implementation of this agreement shall be resolved by the monitoring committee. Where this is not possible, any conflicts between the parties shall be resolved by the relevant legal authorities for administrative disputes, in accordance with what is set out in Act 29/1998 of 13th July on these jurisdictional matters.

**Twelve. Data Protection**

As supervisors for the performance of the purpose of this collaboration agreement, both parties undertake to keep any information obtained during its performance absolutely confidential, and not use it for any other purpose than the one established in this agreement.

The signatories undertake to comply with the terms set out in European Regulation (EU) 2016/679 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Organic Law 3/2018 of 5th December on Personal Data Protection and Guarantee of Digital Rights (LOPDGDD).

The individuals whose data are subject to processing may exercise their rights by addressing the following bodies:

* The UIB Data Protection Officer: dpo@uib.cat
* (The Data Controller, or, where applicable, Data Protection Officer of the other party and e-mail).

**Thirteen. Accountability**

The University of the Balearic Islands shall make the agreement, framework agreement or protocol available to the public on the corresponding Transparency Portal, in accordance with the active publicity obligations established in Article 8.1 b) of Act 19/2013 of 9th December on Transparency, Access to Public Information and Good Governance, and in compliance with Article 11.1 in Regulatory Agreement 13256/2019 of 8th November that approves Transparency Regulations at the University of the Balearic Islands.

In witness whereof, this collaboration agreement is signed in the place and on the date stated herein.

In witness whereof, the parties sign this collaboration agreement electronically.

Palma, of of 20…

Palma, on the date stated in the electronic signature

|  |  |
| --- | --- |
| On behalf of the institution……………,  …………………………………  (Post) | On behalf of the University of the Balearic Islands,  Jaume Carot  President and Vice Chancellor |

**Diligence**

The present collaboration agreement was approved by the Executive Council on …….. of ………….. of 20…….. and ratified by the Governing Council on …….. of ………….. of 20…….., in accordance with what is set out in Articles 24.2.24 and 147.2 of the Statutes of the University of the Balearic Islands, approved by Decree 64/2010 of 14th May (BOIB no. 76 of 22nd May).