**FRAMEWORK AGREEMENT BETWEEN UNIVERSITAT AUTÒNOMA DE BARCELONA**

**AND XXXXXXXXXXXXXXXXXXXXXXXX**

**(Name of the institution or institutions subscribing to the agreement)**

Bellaterra (Cerdanyola del Vallès), ............... (day) .................... (month), 202x

## BETWEEN

On the one hand, Mr. Javier Lafuente Sancho, pursuant to Catalan Decree 131/2020, of 10 November (published on the DOGC number 8269 on 12 November) representing and acting on behalf of this university, which has its registered office at Campus Universitari s/n, 08193 Bellaterra (Cerdanyola del Vallès) and tax identification number Q-0818002-H, by virtue of the competences invested in her by Article 75, paragraph m) of the Statutes.

And on the other, (representative's full name), as *(*position within the institution) at (name of the institution), which has its registered office at (street and number), in (town and postal code), and tax identification number \_\_\_\_\_\_\_\_, representing and acting on behalf of this organisation.

(To be added only if there are more than two signatory institutions):

And on the other, (representative's full name), as (position within the institution) at (name of the institution), which has its registered office at (street and number), in (town and postal code), and tax identification number \_\_\_\_\_\_\_\_, representing and acting on behalf of this organisation.

The parties mutually recognise sufficient legal capacity for subscribing to this agreement, and

## DECLARE

1. That Universitat Autònoma de Barcelona, as a higher-education institution governed by public law and engaged in research, teaching and study, has among its functions that of collaborating with the Public Administration, institutions and private entities in drawing up, participating in and developing plans and activities to advance and disseminate knowledge and improve society.
2. That Universitat Autònoma de Barcelona is a leading university that delivers high‑quality, diversified, multidisciplinary and flexible teaching in tune both with the new models of the Europe of knowledge and with the reality of its local surroundings.
3. That xxxxxxxxxxxxxxxxx is xxxxxxxxxx (Description of the principles or characteristics and the objectives of the entity with which the contract is being subscribed to).
4. Xxxxxxxxx (Explanation of the record of collaboration between the parties and/or the reasons why they are collaborating now.)
5. That both institutions value their joint cooperation highly and, for this reason, wish to execute this agreement establishing the framework that will govern their subsequent actions.

The undersigned therefore execute this agreement, subject to the following

# TERMS

**First. -** The object of this agreement is to establish the framework for collaboration between Universitat Autònoma de Barcelona and (names of the other signatories) in (academic / professional / research / institutional / financial / etc.) matters.

The objectives of the agreement are as follows.

1. To promote (academic / professional / research / other) ties between the UAB and (names of the other signatories).

2. To develop (activities of teaching, research, etc.) in areas of common interest to these institutions.

3. To promote exchanges of lecturers, students, (etc.)

4. To foster knowledge transfer from university to society, and the mutual exchange of information on matters of research, publications, etc. of interest to these institutions (etc.).

5. To encourage debate and sharing of experiences on all topics that can be of benefit to these institutions (etc.).

(Remove any objectives that do not fit in with the terms of the collaboration and/or add any other sections as needed.)

**Second. -** This collaboration shall be implemented through a specific annual schedule drawn up by mutual agreement of the parties (on the initiative of the joint commission set up under this agreement).

The annual schedule shall be approved by each party, following the procedures they have adopted for this purpose, and it will be governed by the corresponding specific agreements.

**Third. –** Each project, action plan, educational programme or other type of collaboration undertaken within the framework of this agreement shall be governed by a specific agreement that will include the following.

1. Definition of the object, purpose, period and, where appropriate, geographic scope.
2. Description of the action plan, time limits and modes of implementation.
3. Obligations undertaken by each party.
4. Budget and/or specific financial responsibilities undertaken by each party. Independently of any financial commitments entered into by them, each party will cover its own staffing costs, unless otherwise stipulated in the specific agreement.
5. Other factors considered essential to performing the specific action.

 **Fourth. -** Within 30 working days of signing this agreement, a joint commission will be set up, consisting of two representatives of each institution, and charged with monitoring and evaluating the collaboration and the actions scheduled. It will also be tasked with proposing specific activities to fulfil the objectives of this agreement.

This commission will meet at least xxx time/times per year/month/etc. and will be presided over by XXXXX – A system needs to be established for the presidencies-. The commission will be responsible for regulating its own procedures, its system for reaching agreements, and any other matter it deems necessary for carrying out its duties.

**Fifth. -** (Add any clauses considered necessary and re-number the ones that follow)

**Sixth.** Any publication deriving from the actions taken under this agreement will include a reference to the institutions subscribing to it, in accordance with their own regulations on the use of their logo and corporate image, and with this clause.

Should one of the parties need to use the other's logo or logos under the terms of this agreement, it shall request prior written permission, explaining the reasons for this.

The document conceding prior permission must specify how the logos are to be used and during which period, which may in no case be longer than the duration of this agreement.

Notwithstanding the above clauses, when one party's logos and trademarks are to be used for commercial purposes by the other, the owner of the rights to these shall be informed and the corresponding trademark licensing contract executed.

**Seventh. -** When the parties consider it necessary, the specific agreements deriving from this agreement may include the participation of other entities – either public or private – or of natural persons, under whatever terms and conditions are established.

**Eighth.** The parties pledge to maintain the total confidentiality of each institution's internal data to which they may have had access under this agreement or under the specific agreements deriving from it.

The parties pledge to process personal data they have access to, under this agreement and under any specific agreements deriving from it, in accordance with General Data Protection Regulation 2016/679 of the European Parliament and of the Council, of 27 April 2016, which safeguards personal data subjects' rights of access, correction, cancellation, objection and revocation of consent.

In addition, the necessary technical and organisational measures shall be applied to secure the data and prevent any alteration, loss, or unauthorised access to them, pursuant to Royal Decree 1720/2007, of 21 December.

**Ninth. -** Any breach of the terms of this agreement, or of specific agreements deriving from it, annexes, addenda, and applicable legal provisions, shall be duly and immediately reported to the breaching party, which will have no more than 15 days to comply with the terms agreed.

If the breach is not rectified, the party alleging it may terminate the agreement whose terms have not been complied with.

**Tenth**. - This framework agreement may be terminated for the following causes.

1. Mutual agreement between the parties, stated in writing.
2. Impossibility of fulfilling the object of the agreement due to an eventual legal or material impediment.
3. Disappearance of the object of the agreement or one of its parties.
4. Withdrawal of one of the parties, pursuant to the terms of this agreement.
5. Breach of the terms of this agreement by one of the parties, as set out in the preceding clause.
6. Any other general cause established in the legislation.

If the framework agreement is terminated, particular actions agreed on under specific agreements will continue in accordance with the agreed terms and conditions until fully implemented.

**Eleventh.** - Any substantial amendment to the provisions of this agreement shall be agreed on by the parties and executed through the corresponding addendum, duly subscribed to.

**Twelfth**- The parties designate the persons named in the heading of this document as supervisors of the agreement, and the addresses to be used for notification purposes are also those given in the heading.

(If the agreement supervisor is not the person named in the heading, replace the above sentence with this one:)

The parties designate, as supervisors of the agreement, Mr/Ms xxxxxx, for Universitat Autònoma de Barcelona, and Mr/Ms xxxxxxxx, for xxxxxxxxxxxxxxxx. The addresses to be used for notification purposes are those given in the heading of this document.

**Thirteenth. -** This agreement will come into effect on the date of its signature and may be amended or amplified by mutual agreement of the parties.

Actions taken since [date] to perform this agreement are covered by the agreement. (Only include this text if steps are taken to perform the agreement before it is signed.)

The duration is set at **four** years, renewable by written agreement of the parties, over successive one-year periods, up to a maximum of eight years, unless one of the parties gives the other six months' notice of its intention to terminate the agreement.

**Fourteenth.** - This framework agreement is of an administrative nature and is executed pursuant to Law 40/2015, of 1 October, on the legal regime of the public sector and to Law 26/2010, of 3 August, on the legal and procedural regime of the Catalan public administration.

**Fifteenth**. - Any disputes arising from the application, interpretation or performance of this agreement will be resolved by mutual agreement between the parties. If this is not possible, the parties will relinquish their own jurisdiction and submit to the jurisdiction of the city of Barcelona courts.

As proof of consent to its contents, X copies (as many copies as the number of parties) of this agreement are signed by the parties, in the place and on the date given in the heading.

For Universitat Autònoma de Barcelona For ....................................

Javier Lafuente Sancho .............................................

Rector Position

(As many signature boxes as the number of signatory parties)

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