

**SPECIFIC COOPERATION AGREEMENT  
BETWEEN THE UNIVERSITAT JAUME I OF CASTELLÓ AND THE  
UNIVERSITY OF VERONA**

This agreement is ENTERED BY AND BETWEEN

The Graduate School of the University of Verona, with its registered office in Verona (Italy), Via dell'Artigliere 8-37129, represented by its Director, Prof. Alfredo Guglielmi, appointed by Rector's Decree no. 20 of 04.01.2021, who acts by virtue of the powers conferred upon him by Articles 30 and 42 of the Statute of the University of Verona, approved by Rector's Decree no. 4965 of 24.06.2020 and by Article 18 of the Rules of the Graduate School of the University of Verona, approved by Rector's Decree no 2923/2022 of 04.04.2022

AND

The Universitat Jaume I, with its registered office in Castelló de la Plana (Av. Sos Baynat, s/n, 12071, Spain) represented by its Rector, Prof. Eva Alcón Soler, appointed by Decree 60/2022, of 20 May, of the Council of the Valencian Government, who acts by virtue of the powers conferred upon her by Article 70.1.i of the Statutes of the UJI, approved by Decree 95/2021, of 9 July, of the Council of the Government of the Valencian Community (DOGV 9128/15.07.2021).

**WHEREAS**

**I**

Article 27.10 of the Spanish Constitution of 1978 establishes the autonomy of universities and thus guarantees academic, study and research freedom, as well as their autonomy in managing and administering their own resources.

**II**

Article 2 of Organic Law 6/2001 of 21 December, on Universities, defines the dimensions of university autonomy, including the award of official degrees valid throughout Spain and of university-specific diplomas and qualifications.

**III**

Organic Law 6/2001 of 21 December, on Universities redrafted as and replaced by Organic Law 4/2007 of 12 April, establishes the structure of university studies in three cycles: bachelor's degrees, master's degrees and doctoral studies.

**IV**

Article 8.2 of Royal Decree 99/2011 of 28 January, governing official doctoral studies, establishes that joint doctoral programmes can be implemented between several universities

and may involve the collaboration of other public or private organisations, centres, institutions and entities from Spain or abroad which undertake R&D&I activities. To that end, the study programme must include the corresponding agreement that must specify, at least, the university responsible for the custody of students' records and for awarding and registering the degree, as well as the procedure regulating the amendment or discontinuation of study programmes.

## V

The parties, in the foregoing capacity, hereby mutually recognise each other's legal capacity to enter into contracts and undertake to comply with the terms herein, and after considering the timeliness and advisability of entering into this agreement, agree on the following

## CLAUSES

### 1. Purpose of the collaboration agreement

The Universitat Jaume I, by means of the Doctoral Programme in Education and its coordinator, Dr Lidón Moliner Miravet, and the University of Verona, by means of the PhD Programme in Human Sciences and its coordinator, Dr Chiara Sità, establish a framework for collaboration in educational, scientific research and knowledge transfer activities within their respective fields of specialisation by entering into specific agreements for specific projects.

### 2. Modes of collaboration

With a view to accomplishing the objectives set out in the clause above, insofar as there are resources available for this purpose, and in compliance with current legislation, the two parties undertake and accept the following commitments:

1. To establish the terms and conditions for the collaboration between the Doctoral Programme in Education at the Universitat Jaume I and the PhD Programme in Human Sciences at the University of Verona.
2. To facilitate the supervision and joint supervision of doctoral theses under these doctoral programmes.
3. To favour the undertaking of joint research projects between the two parties under the doctoral programmes mentioned above.
4. To provide each other with mutual guidance and to carry out joint collaboration projects and activities concerning matters related to these doctoral programmes.
5. To facilitate the undertaking of educational activities between the organisations.

6. To carry out any actions deemed to be of mutual interest, considering the availability of the parties and the issues that constitute the purpose of this agreement.

### **3. Definition of the collaboration**

The collaboration in the abovementioned doctoral programmes will take place in accordance with the work scheme and the personnel specified in the Technical Report attached to this agreement as Appendix II.

### **4. Term**

This agreement will be valid for 5 years as of the start date of the doctoral programme, and can be extended by mutual consent of the parties. In this case, the extension must be signed before the termination date.

The provisions set out in the sixth and subsequent clauses will remain in force after the termination of this agreement.

### **5. Teaching staff responsible for the collaboration in the doctoral programme and its monitoring**

The teacher from the UJI responsible for collaboration in its doctoral programme will be Dr Lidón Moliner Miravet, coordinator of the Doctoral Programme in Education.

The teacher from the UNIVR responsible for the collaboration in its doctoral programme will be Dr Chiara Sità, coordinator of the PhD Programme in Human Sciences.

All notifications, requests or communications by the parties in relation to this agreement must be made in writing to the following addresses:

Universitat Jaume I  
Lidón Moliner Miravet  
Avenue Sos Baynat s/n  
12071 Castelló de la Plana

University of Verona  
Chiara Sità  
Via San Francesco, 22  
37129 Verona

Administrative Contact  
Alejandra Forcadell Monfort  
Email: [forcadel@uji.es](mailto:forcadel@uji.es)

Administrative Contact  
Ufficio Dottorati di Ricerca  
Email: [dottorati.ricerca@ateneo.univr.it](mailto:dottorati.ricerca@ateneo.univr.it)

### **6. Confidentiality of information and results**

Each of the parties undertake not to disclose, under any circumstances, the scientific or technical information belonging to the other party to which it may have had access during

the course of the collaboration in the doctoral programmes which are the subject of this agreement. The previous paragraph shall have no effect when:

1. The receiving party has evidence that it was aware of the information before receiving it.
2. The information received is public knowledge.
3. The information is received from a third party with which there is no commitment for confidentiality.

Both parties undertake to ensure that all the staff participating in the programme is aware of and observes the commitment to confidentiality governed by this clause.

The data and reports resulting from the programme, as well as the final results obtained, will be confidential. If either party wishes to use the partial or final results, partly or in full, to publish them as an article or to deliver them as a paper, it must ask the other party for its consent via a registered letter for the attention of the person responsible for monitoring them in the programme.

The other party must reply within thirty days, providing its authorisation, reservations or disagreement regarding the information contained in the article or paper. Failure to answer within this period will be understood as tacit authorisation for disclosure of the information.

Reference to the authors must always be made in both publications and patents. In the case of the latter, the authors shall be referred to as inventors.

The provisions set out in this clause will remain in force for three years after the termination of this agreement.

## **7. Rights to results**

All information or material, whether protected or otherwise, which has been identified as a result and which stems from the collaboration subject to this agreement, will be considered results of the collaboration.

Insofar as the results obtained are subject to legal protection by means of a patent or other intellectual and industrial property rights, the parties will enter into a co-ownership agreement that will establish the terms of this agreement and that will mention as inventors or authors the members of the parties who have intellectually contributed to obtaining the results in question.

Both parties undertake to cooperate insofar as it is necessary to achieve the enforceability of the rights recognised in the aforementioned co-ownership agreement. This cooperation includes obtaining the signature of the inventors or authors responsible for the research of the documents necessary for processing intellectual or industrial property rights, as well as their extension to other countries when this is decided upon.

The parties will have the exploitation rights over the results of the collaboration under the conditions established in the co-ownership agreement.

If a party is interested in exploiting the results, it must notify the other party, via a registered letter, of its decision to do so, whether it intends to do it by itself or through authorised third parties.

## 8. Doctoral students

Doctoral students may make use of any information that has not been expressly declared confidential by any of the parties, unless they have signed a confidentiality agreement, in which case the clauses contained therein will also apply.

Likewise, they will also have the rights to the results of their research as granted to them by the regulations in force.

## 9. Occupational risk prevention

The two parties undertake to abide by Spanish Royal Decree 171/2004 of 30 January, which implements Article 24 of Law 31/1995 of 8 November, on occupational risk prevention, as regards the coordination of business activities.

Information on this commitment is available and can be downloaded at:

- <https://www.uji.es/serveis/opgm/base/docum/notes-info/inemex.pdf>
- <https://www.univr.it/en/organisation/-/ateneo/administration/prevention-andprotection-services-group>

Dr Chiara Sità, responsible for the PhD Programme in Human Sciences, and, firstly, Dr Lidón Moliner Miravet, coordinator of the Doctoral Programme in Education and, secondly, the Office for Environmental Protection and Management, both of them responsible for the UJI, undertake to document these obligations before the work starts.

If the work is carried out at the UJI by its staff, and equipment or machinery belonging to the Doctoral Programme in Education is used, this must furnish operating information by providing instructions and precautions for use, and the two parties must sign the appropriate agreement on use.

## 10. Data protection

Any issues relating to the protection of personal data will be governed by the conditions set out in Appendix I.

## 11. Financial management

This agreement will not entail any specific financial obligations for the parties, which need not contribute additional funds. It is therefore to be interpreted as a declaration of intent whose purpose is to express mutual commitment to promoting genuine relationships for mutual benefit in academic matters.

For each specific initiative involving a financial contribution by one of the parties, protocols will specify, at least, the activities to be carried out, the individuals and institutions involved, and the means, budget and funding available.

## 12. Amendments to the agreement

The parties may amend or terminate this agreement by mutual and written consent during the period in which it is in force.

The provisions in the clauses on confidentiality, ownership and exploitation of results will remain applicable after the termination of this agreement.


## 13. Jurisdiction

For any matters not specified in this Agreement for inter-university cooperation, laws in force in the respective countries and, in particular, the internal regulations in the field of doctoral studies issued by the Institutions will apply.

The Parties commit to amicably solve any disputes that may arise regarding this Agreement.

Should it not be possible to reach an agreement in this manner, any disputes that may arise between the Parties concerning the interpretation, execution and/or validity of this Agreement will be submitted to a board of arbitration of three (3) members. Each party will appoint a member, who will in turn appoint an independent third member to act as chairperson. The arbitral proceedings shall be ritual and based upon current regulations. Decisions will be binding to all parties.

In witness whereof, the parties sign two copies of this document in the place and on the date indicated below.

<p>For the Universitat Jaume I</p> <p>Eva Alcón Soler</p> <p>Rector</p> <p>Castelló de la Plana,</p>  <p>Signat digitalment per EVA ALCON  SOLER Data: 2023.04.04 09:32:46 +02'00'</p>	<p>For the University of Verona-Graduate School</p> <p>Alfredo Guglielmi</p> <p>Director</p> <p>Verona,</p>
---	---

## Appendix I

The parties undertake to comply, as applicable, with the provisions of Regulation (EU) 2016/679 of the Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), and repealing Directive 95/46/EC (General Data Protection Regulation) and other applicable provisions.

When data processing is carried out by third parties on behalf of one of the signatory parties, the processing carried out by the processor must be governed by a contract or other legal instrument binding the processor to the controller with the contents provided for in Article 28.3 of the GDPR.

If the processor uses another processor to carry out certain processing activities on behalf of the controller, the same obligations must be imposed on this other processor by contract or any other legal instrument, and the prior written consent of the controller is required.

When a transfer of data to third countries is carried out on behalf of one of the signatory parties or by the processor, it may be performed to a third country or to an international organisation without any authorisation if there is an adequacy decision that can ensure an adequate level of protection. In the absence of an adequacy decision, it will be necessary to obtain adequate assurance as provided for in Article 46 of the GDPR, seek a binding corporate rule as defined in Article 47, or assess whether there is an applicable exemption as defined in Article 49 of the GDPR.

In the event that, within the framework of the object of this agreement, personal data is communicated to a third party, the recipient party must be responsible for the processing of the data and must have the data subjects' prior authorisation to do so. It may not communicate the data received to third parties, unless it is necessary to fulfil the purpose of this agreement and a competent authority, judges or courts have thus established or required it to do so in accordance with current legislation. Otherwise, it will be responsible for informing data subjects about the new processing and for requesting their consent, if necessary.

The transferring party guarantees that the data disclosed have been lawfully obtained and that the data subjects have been informed and, where appropriate, their consent has been sought for subsequent communication(s) arising from the performance of this agreement or contract. Furthermore, it undertakes to notify the receiving party of any rectifications or deletions of the data that have been requested by the data subjects, for as long as the processing is maintained by the receiving party, so that it can proceed to make them effective.

## **Appendix II. Technical report regarding the collaboration**

The actions of common interest, taking into account the availability of the partners (PhD Programme in Human Sciences and Doctoral Programme in Education), dealt with by this agreement are the following:

1. Co-supervision of doctoral theses under the Doctoral Programme in Education
2. Evaluation of theses and participation in thesis commissions to obtain an international doctorate
3. Application for joint research projects
4. Development of collaborative activities on issues related to the doctoral programmes involved: training activities, participation and organisation of scholarly events and conferences
5. Mobility of researchers and doctoral students from the institutions