

Text approved by the UOC's Executive Board on 13 June 2021

## **REGULATIONS ON COLLABORATIVE AND CONTRACTED R&I ACTIVITIES AT THE UNIVERSITAT OBERTA DE CATALUNYA**

One of the UOC's aims is to foster and facilitate participation by the academic community, composed of teaching staff, researchers and project staff, and the UOC's administrative staff (hereinafter the "staff") in collaborative research, development and innovation (hereinafter "R&I") projects and contracted tasks of a scientific, technical or artistic nature and for the development of specialist teaching, while facilitating the transfer of knowledge between the world of business and the world of research and academia in accordance with Article 83 of Organic Law 6/2001 of 21 December on Universities (hereinafter the "LOU").

### **Article 1. Object**

The aim of these regulations is to lay down the terms governing the formalization of contracts and agreements concluded by the Universitat Oberta de Catalunya (UOC) with natural or legal persons or with public or private entities or universities to carry out collaborative or contracted R&I projects, tasks or projects of a scientific, technical or artistic nature or to carry out specific training activities linked to research and innovation, as provided in Article 83.1 of the LOU.

Any matters not covered by these regulations shall be governed by the applicable national or regional provisions.

### **Article 2. Scope of application**

1. These regulations apply to all collaborative and contracted R&I activities carried out at the UOC. These regulations do not apply to any collaborative R&I activities carried out under a competitive tender, as they shall be governed by the provisions of the tender.

2. These regulations apply to the UOC's faculties, as well as to its research centres or institutes, as provided in Article 8 of the UOC's Organizational and Operational Regulations.

### **Article 3. Collaborative and contracted R&I**

1. Collaborative R&I activities are those whose aim is to involve various persons or entities in an R&I project in order to achieve one or more common goals or results.
2. Contracted R&I activities are those whose aim is the provision of R&I services to a third party in exchange for consideration.

#### **Article 4. R&I activities included in these regulations**

The activities included in the scope of application of these regulations can be classified, among others, in the following categories:

- R&I tasks or projects.
- Artistic creation works.
- Consulting and advice on scientific and technical matters.
- Scientific studies, reports and opinions, measurements and tests.
- Specific training activities linked to knowledge resulting from the UOC's R&I activities.

#### **Article 5. R&I activities excluded from these regulations**

The following activities are expressly excluded from these regulations' scope of application:

- Preparing and editing learning resources.
- Teaching in training programmes, including both official and UOC-certified programmes, as well as those of other companies in the UOC's corporate group.
- Activities resulting from the receipt of any kind of award by UOC staff members.
- Activities that, due to their very nature, are part of the UOC's teaching staff members' normal teaching and research activities, such as taking part in academic lectures, conferences or seminars.
- Publishing contracts and the publication of scientific and technical works on research or literary, artistic, scientific or technical creation activities carried out in connection with developing and disseminating the results of research activities carried out by UOC teaching staff.
- Non-UOC-related professional activities carried out, with appropriate authorization, by part- or full-time teaching staff members.
- Concluding contracts for the exploitation of R&I results, whose terms shall be laid down as provided in the Regulations on Intellectual and Industrial Property at the UOC.

#### **Article 6. Eligibility for taking part in R&I activities**

R&I activities may be carried out by members of the academic community, composed of teaching staff, researchers and project staff, and the UOC's administrative staff, through the faculties, research and/or investigation institutes, groups or centres recognized by the UOC, in accordance with the terms stipulated in Article 7 of these regulations.

## Article 7. Research or project team

The team that will be involved in carrying out the contract/agreement governing the R&I activity may include:

1. Academic staff (teaching staff or researchers).
2. Administrative staff.
3. Researchers or project staff in training, working on any of the UOC's doctoral programmes with a grant or with their own or external funding.

Researchers or project staff in training working with a grant from the doctoral programmes may take part provided that: (i) the activities are directly linked to their research; (ii) the activities are occasional rather than habitual, such that their training is not thereby undermined or interrupted; (iii) their involvement does not require more than thirty [30] hours of dedication per year in the case of researchers or project staff in the first stage of training, or sixty [60] hours of dedication per year for those in the second stage of training, and in any event (iv) if the activity involves financial remuneration, it shall require the express authorization of the director of the doctoral programme and may not account for more than 30% of the total gross annual amount of the grant. Such involvement does not entail any contractual relationship of employment of any kind with the UOC.

### 4. Research assistants with an employment contract

The involvement of research assistants shall be subject to carrying out the duties inherent in their job and obtaining prior express authorization from their direct supervisor.

### 5. Research or project staff belonging to other universities

Collaborators and experts from other universities, research centres and domestic or foreign institutions without an employment contract with the UOC may take part provided that they have been authorized by the entity to which they belong and their external involvement is governed in any event by a contract or agreement with the entity concerned.

### 6. Occasional collaborators and hired experts

In the case of occasional collaborators and experts hired to perform specific contracts for scientific or technical research, the duration of their involvement shall coincide with that of the task or service being carried out under the contract concluded with the UOC.

In all the above cases, if the member of the research or project team responsible for carrying out the R&I activity ceases to have a contractual relationship with the UOC or with the entity to which they belong, they will no longer be included in the research or project team. In cases in which the researchers or project staff are to receive

remuneration, they shall be paid the share to which they are entitled based on the amount of time during which they were part of the research or project team.

#### **Article 8. Director in charge of the research or project team**

R&I activities must have a project manager or director, who shall act as principal investigator of the research or project team.

Such director or manager must be a UOC staff member, and their contractual relationship with the UOC must be in force at the time of signing the contract, whose envisaged duration must be no less than that of the term of execution of the project.

#### **Article 9. Obligations of the director in charge of the research or project team**

The project manager or director shall be subject to the following obligations:

- a. To oversee the performance of the contract or agreement and of the obligations established in it.
- b. To inform the members of the research or project team of their obligations under the contract or agreement.
- c. To lead and represent the research or project team, allocating the tasks to be carried out by each of its members.
- d. To request the addition or removal of members to or from the research or project team, or changes to its members. In this latter case, they must inform the UOC department in charge of managing the research and innovation activity as soon as possible, and such changes may only be processed while the contract or agreement is in force.

The collaboration of members who do not have a permanent relationship with the UOC may not continue after the contract between them and the UOC has come to an end.

- e. To inform the UOC department in charge of managing the research and innovation activity and the person with responsibility at the relevant faculty or research centre of any incidents entailing an actual or potential breach of the contract, as well as of any breaches by members of the research or project team.
- f. To obtain from the other party to the contract, once the term of validity of the contract or agreement governing the R&I activity has come to an end, and regardless of the reason for this, documentary proof of compliance with its obligations under the contract or agreement that also states the date of delivery and receipt of the results agreed by the parties as a result of the performance of the purpose of the contract or agreement.
- g. To draw up, sign and send to the UOC department in charge of managing the research and innovation activity a final technical financial report with a summary of the task carried out, the staff involved in it and the income and expenses arising

from it, as well as a copy of all the deliverables and reports produced in connection with the collaboration.

In the case of scientific publications, these shall be registered with the appropriate UOC repository and made available to the public as per the UOC's Open Knowledge Policy.

The UOC staff members' individual participation commitments must appear in the file.

### **Article 10. Obligations of the researchers or project staff**

UOC staff involvement in the activities governed by these regulations shall be subject to the fulfilment of their academic obligations or of the duties inherent in their job, respectively.

The involvement of UOC staff members must be expressly and individually formalized by means of a specific acceptance and/or commitment document.

### **Article 11. Staff incompatibilities**

UOC staff members may be denied permission to take part in an R&I activity formalized by means of a contract or agreement in the following cases of staff incompatibility:

- a) If the performance of the task could be harmful to the teaching staff members' academic work, the researchers' or project staff members' scientific work or the administrative staff members' activities, or if it violates the UOC's Code of Conduct.
- b) If, in the opinion of the dean or director of the relevant faculty, research centre or department, the project manager lacks the necessary training or experience to carry it out.
- c) If the obligations assigned to the project manager entail a stable professional relationship or a relationship of employment with a third party.

### **Article 12. Procedure for the authorization of R&I contracts and agreements**

An R&I activity can be initiated by the UOC itself on its own motion or at the request of UOC staff members or collaborators and experts from other universities, research centres and national or foreign institutions who do not have an employment relationship with the UOC.

The UOC staff members concerned must present their proposal for the R&I activity to the UOC department in charge of managing the research and innovation activity.

Once this has been validated by the UOC department in charge of managing the research and innovation activity, and in accordance with the internal procedures for the validation of

contracts or agreements in force from time to time, the proposal for a contract or agreement shall be sent for validation to the public or private entity involved.

### **Article 13. Denial of permission to take part**

In addition to the reason for denying permission based on UOC staff incompatibility, permission to take part in an R&I activity may be denied by the dean of the faculty or director of the centre to which the staff member belongs in one of the following cases:

- If the task or project lacks the scientific, technical or artistic level required of university teaching staff; or
- If the task or project is not in line with the UOC's mission and values or permission has been denied by the university's ethics committee on ethical grounds.

The person who requested permission shall be informed of the denial, with a reasoned report and details of the procedure to be followed if they wish to file an appeal against the decision.

### **Article 14. Formalization of R&I activities**

All contracts and agreements shall be concluded in the UOC's name and must be signed by the person or academic authority acting as its legal representative with the necessary authority to do so.

These contracts and agreements must include the aims and commitments that may be agreed and shall be reviewed and validated by the UOC department in charge of managing the research and innovation activity in accordance with the internal procedures in force at any given time. The validation process shall not apply to contracts and agreements that do not exceed the term and amount established internally, or to any that do not require specific intellectual or industrial property clauses to be included.

### **Article 15. Amendments and extensions to contracts and agreements**

Any amendments that have to be made to the terms and conditions of the contracts or agreements during their original term or an extension thereto shall require the validation envisaged in Article 14 of these regulations.

The following are considered contractual amendments:

- a) Those that modify the purpose of the contract or agreement, or the obligations assumed by the parties.
- b) Those that alter the financial conditions, regardless of their nature or amount.
- c) Those that modify the deadline for performing or justifying the work.
- d) A change of project researcher or owner in charge of the performance of the work.

The UOC department in charge of managing the research and innovation activity shall decide on the procedure for the proper justification of the amendment or extension.

## **Article 16. Financial rules**

The financial management of the R&I activities governed by these regulations shall be subject to the specific rules in force at the UOC and shall be validated by the project manager or director and by the UOC department in charge of managing the research and innovation activity.

### **1. Budget**

Contracts or agreements governing an R&I activity with financial consequences must have a budget that is suitable for the type of project to be carried out and its terms; that is balanced and provides for all the income and expenditure arising from it, and that ensures that it is financially viable. This shall be previously validated by the UOC department in charge of managing the research and innovation activity.

The above-mentioned budget must envisage, if applicable and before starting on its performance, the proposed payments to be made to the UOC staff involved in the project (according to their dedication), the project's execution costs, taxes, and a general expenditure item (overhead).

The budget shall be based on market prices or, if these cannot be ascertained, at prices that fully reflect the costs of the project and a reasonable margin.

The preparation of the budget and the validation of the project's financial viability shall be carried out with the support of the UOC department in charge of managing the research and innovation activity.

### **2. Execution of budgeted expenses**

Following the signing of the contract or agreement, the total amount of the budget (or, in the case of multi-year projects, the total for that year), minus general expenses (the UOC's overhead) and the remuneration payable to the UOC staff members involved (which shall be subject to the conditions set forth in the applicable contract or agreement), shall be made available for the project.

All expenses payable out of the funds from the projects envisaged in these regulations, including fees, staff recruitment, purchases of consumable supplies and inventoriable materials, and travel expenses and allowances, must be managed as per the UOC's internal procedures in force.

All expenses incurred in connection with carrying out the activities covered by these regulations (minus any possible extraordinary remuneration payable to the staff involved) must be incurred between the activity's start and end dates. If the project does not require

financial justification, this can be extended until 31 December of the year in which the project ends. This extension does not include staff recruitment, which must be carried out during the term of the project. The UOC staff members involved in the above-mentioned activities will not be paid until the activity has been completed and the UOC has received 100% of the amount. Notwithstanding the foregoing, partial settlements may be approved provided that they do not exceed the amount received at the time of the partial settlements and following confirmation that the tasks have been properly performed until that time (which shall require confirmation from the funding body).

On the dates reported, the UOC department in charge of managing payments shall issue the payments to be made for the tasks carried out under the relevant contract or agreement at the request of the UOC department in charge of managing the research and innovation activity.

In the event of breach of the contracting entity's obligations under the contract or agreement, the UOC may suspend the work and bring a claim through the most appropriate channel.

If the financial distribution originally envisaged in its budget has to be modified as a result of carrying out the tasks envisaged in the project, the modification may be proposed, with reasons, by the researcher in charge of the project.

### 3. Allocation of income

Expenses shall be charged against the income from the contracted R&I activity, which shall be understood as meaning the net invoiced amount excluding VAT, in the following order:

- Payment of taxes (VAT).
- Direct expenses incurred in connection with carrying out the research or activity, including the costs of hiring temporary external staff.
- General UOC expenses (overhead). The overhead applied shall always be as provided in the UOC's regulations on overheads (*Normativa de cànon*s).
- Other expenses (possible extraordinary remuneration payable to UOC staff members involved in the project).

If a financial justification of the resources used has to be provided (regardless of the contracting method), such justification shall be provided by the UOC department in charge of managing the research and innovation activity, always in accordance with the order specified in the preceding paragraph.

A percentage of the income – overhead – shall be retained as general expenses to compensate the UOC for the indirect costs of an R&I activity or project.

Indirect costs are the costs to the university of making a set of resources available to the work team to enable it to carry out the project. The regulations governing the application



of overheads to various activities in force at the UOC at any given time, or the maximum established in the specific call of the tender, if applicable, shall apply for this purpose.

#### 4. Remuneration for UOC staff

In cases in which there is provision for remuneration for academic staff, composed of teaching staff and researchers, or administrative staff, a one-off supplement shall be paid for their involvement in a specific project, provided it has been authorized by the dean(s) of the faculty or the director(s) of the research centre(s).

Likewise, if the supplement for involvement in a project is to be paid to the UOC's administrative staff, it shall be paid subject to the fulfilment of the duties inherent in the staff member's job and provided it has been authorized by the director of the relevant department.

In either case (researchers and administrative staff), the staff members' contractual relationship with the UOC shall remain unaffected by this one-off remuneration.

At least 10% of each project's budget item for UOC staff members' ad hoc remuneration must be withheld and allocated to the faculty or research centre to which they belong. This 10% retention shall not apply to extraordinary remuneration paid to administrative staff. Remuneration paid to UOC staff involved in a project as a result of the performance and fulfilment of contracts and agreements shall be paid through an additional salary payment as provided in the current legislation and in the internal rules that may be established by the UOC.

In any case, the staff members forming part of the work team may not receive as a result of the performance of contracts covered by Article 83 of the LOU an amount higher than that set forth in the applicable legislation or the amounts established internally by the UOC in accordance with such legislation.

### **Article 17. Intellectual and industrial property**

The specific aspects relating to the intellectual and industrial property rights of the activities governed by these regulations shall be governed by each contract or agreement concluded by the UOC in accordance with the regulations on the intellectual and industrial property of R&I activities and the applicable legislation.

#### **Transitional provision**

All contracts or agreements concluded before the date of entry into force of these regulations must be adapted to their provisions no later than at the time of renewal and/or extension of such contract or agreement.

### **Repealing provision**

The regulations on collaborative and contracted R&I activities approved by the UOC's Executive Management Committee in 2009, as well as any other provisions that are in conflict with these regulations, are now repealed.

### **Final provision. Entry into force**

These regulations shall enter into force the day after their publication in the UOC's e-services portal, subject to approval by the university's Governing Council.

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## APPENDIX I. Outline of the content of collaborative or contracted R&I contracts

The proposal for the contract or agreement must cover, among others, the following matters:

- The parties' identification details.
- The object of the contract.
- The parties' undertakings, specifying the rights and obligations assumed by each of them.
- The person with responsibility (principal investigator) and the members of the research or project team.
- The technical report of the project, if applicable.
- Term and execution deadlines.
- Data protection provisions.
- Amount of the contract, term, payment method and other financial terms.
- Confidentiality.
- Ownership of the intellectual and industrial property rights in the results of the research and the exploitation rights in them.
- Legal framework and dispute resolution system.
- Grounds for termination.
- Jurisdiction.