

# Regulations on research stays at the UOC by visiting researchers

UOC



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## PREAMBLE

Article 11 of Spanish Organic Law 2/2023, of 22 March 2023, on the university system (LOSU) states that research is one of the key functions of universities. In addition, Article 14 states that universities must foster cooperation and collaboration with the parties involved in the Spanish science, technology and innovation system, those involved in the European system and equivalent parties from other countries.

Furthermore, Articles 27 and 28 of the law provide that universities should promote the international mobility of research staff and work together to help attract international talent to the university system. Against this backdrop, the Universitat Oberta de Catalunya (UOC) has been awarded the European Commission's HR Excellence in Research Award, a seal of quality awarded in recognition of the ability to create a work environment that is conducive to research, while fostering studying and boosting research careers in Europe.

In view of the growing number of applications for research stays received by the UOC, it has been deemed necessary to regulate the role of visiting researchers through these Regulations in order to foster effective collaboration between research staff at the UOC and at other centres, institutions or universities, both in Spain and abroad.

## Article 1. Object and purpose

1.1. The purpose of these regulations is to set out the rules for visiting research staff from Spain and abroad who are affiliated to any public or private research organization and wish to carry out a temporary stay linked to a research activity at the UOC.

1.2. Research stays are carried out for the following purposes:

- To encourage and boost the quality of research at the UOC, promoting the generation of relevant and innovative knowledge.
- To foster strategic collaborations with other institutions and research groups, both nationally and internationally.
- To increase the UOC's research groups' capabilities by sharing experiences, methodologies and knowledge with visiting researchers.

- To foster the opening of new research lines and interdisciplinary approaches that address emerging social, scientific or technological challenges.
- To enhance the international visibility and impact of research conducted at the UOC by consolidating its presence in networks, alliances and competitive projects.

## **Article 2. Definitions**

2.1 Visiting researchers: Any person affiliated to a home institution who intends to carry out a temporary research stay at the UOC. Visiting researchers can be predoctoral, postdoctoral or senior researchers.

2.2 Host research staff: The UOC staff members who act as hosts and supervisors to the visiting researchers during their stay at the UOC. These host researchers are responsible for assisting the visiting researchers in their research activities and ensuring that the aims of their stay are achieved.

2.3 Home institution: Any public or private, national or international research institution to which the visiting researchers are affiliated. These are non-UOC institutions and are responsible for authorizing visiting researchers' research stays at the UOC.

2.4. Research stay plan: This describes the research activity to be carried out by the visiting researcher during their stay at the UOC. This plan must be agreed with the host research staff in advance.

## **Article 3. Requirements of the research stay**

3.1. The procedure is open to any researcher from Spain or abroad wishing to carry out a research stay at the UOC, provided that the following requirements are met:

- a) The visiting researcher must be legally affiliated with any public or private, national or international non-UOC organization that carries out research.
- b) The visiting researcher must be invited by the UOC research staff member who will be acting as host during their stay at the UOC.
- c) The visiting researcher must be expressly authorized by their home institution to carry out their research stay at the UOC.

- d) Predoctoral visiting researchers must be currently enrolled in a doctoral programme at a university or research centre.
- e) The research stay must have a minimum duration of five (5) consecutive calendar days and a maximum duration of twelve (12) months. This is without prejudice to the possibility of requesting an extension of up to twelve (12) additional months. In general, non-EU visitors cannot stay for more than six (6) months.
- f) Visiting researchers must have an appropriate visa that is valid for the entirety of the research stay.

3.2. No contracts of any kind – of an employment or any other nature – entailing any kind of remuneration or financial compensation may be entered into in relation to visiting researchers.

3.3. Visiting researchers may not be included in calculations of teaching and research staff or research staff or in the organizational chart of the UOC's research units or research groups.

3.4. Any other type of contractual relationship or assignment that entails financial consideration between the UOC and visiting researchers must be formally approved in accordance with the applicable policy and procedure.

#### **Article 4. Applying for a research stay**

4.1. All stays by visiting researchers at the UOC must be authorized by the relevant research unit's management. Such authorization may only be granted after submitting an application for a research stay at the UOC to the relevant research unit, attaching the required documentation.

4.2. Anyone wishing to apply for a research stay at the UOC must contact the relevant research unit to inform them of their interest and agree on a research stay plan with the person who will act as their host.

4.3. Once the research stay plan has been agreed, applicants must submit a research stay application using the form provided for this purpose.

## Article 5. Documentation to be attached to the application

5.1. Research stay applications must attach the following documents:

- a) The applicant's identity document, issued by the appropriate authority of their country of origin.
- b) The applicant's up-to-date CV.
- c) The research stay plan.
- d) Proof of health or medical cover: Spanish Social Security Card (TSS) or European Health Insurance Card (EHIC) or a private medical insurance policy valid in Spain for the duration of their stay at the UOC.
- e) Civil liability insurance.
- f) A letter, issued by the applicant's home institution, authorizing the research stay.
- g) Proof of funding for the stay: a document showing how the visitor will fund their research stay at the UOC, with details of the organization providing the funding, the amount and the period covered.
- h) An appropriate visa, in accordance with the visitor's nationality and the length of the stay, which must be valid throughout the research stay.

5.2. Applicants are solely responsible for the truthfulness, authenticity and suitability of the documentation submitted, and they expressly state this by signing the application form.

The UOC will accept no liability for the accuracy or authenticity of the documentation; it will merely verify that it has been submitted in accordance with the criteria established for processing the research stay.

If any flaws are found in the documentation provided or any clarification is required, the applicant will have ten (10) working days to make the necessary amendments or clarifications. If these are not submitted within this time, the applicant will be deemed to have withdrawn their application for a research stay at the UOC.

## **Article 6. Authorization to carry out a research stay**

6.1. If the relevant research unit considers that the application meets the requirements established in these Regulations, the applicant will be authorized to carry out the stay at the UOC and will therefore be given visiting researcher status.

6.2. Once the research stay at the UOC has been authorized, the visitor will receive a letter of acceptance for the stay signed by the host and the management of the UOC's research unit.

6.3. The letter of acceptance is essential in order to start a stay at the UOC, receive visiting researcher credentials and access all other technological resources and infrastructure at the UOC.

## **Article 7. Research stay agreement**

7.1. Once an applicant has expressed an interest in carrying out a research stay at the UOC and the research stay plan has been agreed, the host will offer the applicant the possibility of replacing the letter of acceptance from their home institution and the authorization and letter of acceptance from the UOC with a research stay agreement between the home institution and the UOC.

7.2. The host research staff will provide the applicant with the research stay agreement for signing if their home institution agrees.

7.3. Before signing the UOC research stay agreement, the applicant must submit the documentation mentioned in Article 5 of these Regulations to the relevant research unit.

7.4. If the relevant research unit is satisfied with the documentation submitted, the research stay agreement can be signed. Signing the agreement will give the applicant visiting researcher status.

7.5. If the applicant does not have the research stay authorization letter issued by their home institution or the UOC's letter of acceptance for the stay, a research stay agreement will have to be entered into between the UOC and the home institution before the stay can begin. In such case, the entering into of the agreement by all parties is essential in order to start the stay at the UOC, receive visitor credentials and access all other technological resources and infrastructures at the UOC.

## **Article 8. Register of visiting researchers**

Once the applicant has obtained visiting researcher status, they must be automatically registered by the UOC in the corresponding register.

## **Article 9. Changes to the duration of the research stay plan**

9.1. Any changes to the duration of a research stay that may affect the original conditions of the research stay plan must be authorized by the management of the relevant research unit.

9.2. The visiting researcher and the host may agree to extend the research stay by up to twelve (12) additional months. In such case, visiting researchers must resubmit their research stay application or sign the stay agreement extension document, in either case before the end of the original term of the research stay.

The research stay application or the agreement extension document must attach the documentation mentioned in Article 5 of these Regulations.

## **Article 10. Cancellation**

10.1. The UOC reserves the right to cancel the research stay authorization or terminate the research stay agreement if it finds that a visiting researcher is in breach of any of the undertakings mentioned in Article 11 of these Regulations or any other external or internal regulations in force.

10.2. Once the breach of the visiting researcher's undertakings has been confirmed, the UOC will grant them a maximum of ten (10) working days to correct, restore, redress or repair the breach.

If proof that the breach has been remedied is not provided within this time, the UOC will cancel the authorization or terminate the research stay agreement and deny access to its technological resources and infrastructure.

## **Article 11. Undertakings of visiting researchers**

Visiting researchers undertake to:

- a) Know and comply with the terms of the research stay plan and adhere to the start and end dates of the stay.

- b) Use the UOC's technological resources and infrastructure with care.
- c) Know and adhere to the UOC's operating and occupational health and safety regulations.
- d) Cover their own personal expenses, including travel, accommodation and food.
- e) Ensure that they have health and accident cover for the duration of their stay at the UOC.
- f) Have a civil liability insurance policy in force, as well as a professional liability one if appropriate.
- g) Obtain an appropriate and current visa for their stay at the UOC.
- h) Preserve the confidentiality of the information to which they have access by reason of their research stay, in accordance with the terms of these Regulations.
- i) Cite the UOC in any publications, contributions to conferences and any other activities resulting from their stay as visiting researchers at the UOC.
- j) Participate in the UOC's academic activities, for example by giving lectures and seminars, or take part in formal or informal discussions with the predoctoral community, as well as engaging in collaborative research with the host staff.

## **Article 12. Undertakings of the UOC**

The UOC undertakes to:

- a) Inform visiting researchers of how the UOC operates and of all relevant regulations, especially those relating to taking leave, and to occupational health and safety.
- b) Inform visiting researchers of the mechanisms in place at the UOC for identifying, preventing, addressing and resolving cases of sexual and workplace harassment.

- c) Facilitate access to the materials, technological infrastructure and resources needed to carry out the research stay plan. The research units may offer visiting researchers specific additional services to assist in their research.
- d) Act as host to the visitor and supervise their research in accordance with their research stay plan.
- e) Monitor visiting researchers during their stay at the UOC to ensure the proper development of their research stay plan.
- f) Inform the home institution of any incidents occurring during the stay, as well as any changes to the development of the research stay plan.

### **Article 13. Confidentiality**

13.1. Visiting researchers must ensure the confidentiality of any information obtained during their research stay at the UOC. In particular, they undertake not to disclose, reveal, publish, show, edit, reproduce, extract or, in general, divulge any confidential information to third parties by any oral or written method or in any format, either directly or indirectly, for free or for consideration, without the UOC's authorization.

13.2. For these purposes, confidential information shall include, for example without limitation, any information, data or document of a technical, scientific, legal, economic, financial, commercial, strategic or any other nature belonging to the UOC, regardless of its form or of the medium on which it is kept or stored or through which it has been disseminated (orally, in writing, as a recording or in any other way), and whether the full information or an extract thereof has been provided.

13.3. The following shall not be considered confidential information:

- a) information that was generally available and in the public domain at the time it was provided or disclosed or becomes so after that time (unless it is the result of a disclosure made in breach of the confidentiality obligations);
- b) information that can be proven to have been previously known by the recipient, provided it had come to their knowledge through legitimate sources other than the UOC;
- c) information agreed in writing by the visiting researcher and the UOC as not constituting confidential information;

- d) information that is disclosed to the visiting researcher by a third party with the right to disclose this information, without any obligation of confidentiality relating to it;
- e) information that becomes public in any way other than by breach of the visiting researcher's confidentiality obligations (or their negligence or omission);
- f) information that is or has been fully developed by the visiting researcher's employees, consultants or agents independently of the confidential information, provided that this can be reliably proven by means of their files, without breaching the terms of this agreement or accessing or referring to any confidential information belonging to the UOC.

13.4. The confidentiality obligations shall remain in full force and effect until five (5) years from the end of the research stay have elapsed.

#### **Article 14. Intellectual and industrial property**

14.1. With regard to intellectual property, the moral rights of authorship will be held by the visiting researchers in accordance with the UOC's regulations.

14.2. With regard to copyright and the ownership of any patents and exploitation rights derived therefrom, the UOC's intellectual property regulations – specifically the UOC's Academic Regulations for Doctoral Studies and the Regulations on the Intellectual and Industrial Property of R&I Activities at the UOC – shall always be taken into account and must be adhered to by visiting researchers.

14.3. All of the foregoing is without prejudice to any agreements for the assignment of exploitation rights that may be concluded between the UOC and visiting researchers in relation to any intellectual property arising from the results of their research during their research stay at the UOC.

#### **Article 15. Data protection**

15.1. Carrying out the research stay entails access by the visiting researcher (hereinafter the "Processor") to the UOC's data (hereinafter the "Controller").

15.2. The data shall be processed at the Controller's facilities and, depending on the research activity concerned, shall consist of collection, recording, structuring, modification, storage, extraction, consultation, transmission, dissemination,

interconnection, comparison, restriction, erasure or destruction. In any case, details of any data processing that takes place must be included in the research stay plan.

Therefore, pursuant to Article 28 of Regulation (EU) 2016/679 of the European 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, and repealing Directive 95/46/EC (GDPR) and Spanish Organic Law 3/2018 of 5 December 2018 on data protection and guarantee of digital rights, the Processor undertakes to comply with the following obligations:

- a) Use the personal data to which the processing relates solely for the purpose established in the research stay plan. Under no circumstances may they use the data for their own purposes.
- b) Process the data in accordance with the instructions issued by the researcher responsible in the research unit.
- c) Keep a written record of all the categories of processing activities carried out on behalf of the Controller, which shall contain:
  1. The categories of processing performed on behalf of the Controller.
  2. If applicable, any personal data transferred to a third country or international organization, including the identification of said third country or international organization and, in the case of the transfers indicated in Article 49.1 of the GDPR, documentation on appropriate safeguards.
  3. A general description of the appropriate technical and organizational security measures for guaranteeing an appropriate level of security, concerning: (i) the pseudonymization and encryption of personal data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to promptly restore the availability of and access to personal data in the event of a physical or technical incident; and (iv) the process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures for ensuring the security of the processing.
- d) Not to disclose the data to third parties, unless expressly authorized to do so by the Controller. The Processor is forbidden from transferring any data outside the European Economic Area.

- e) If services are subcontracted, the instructions in Section 3 of this article must be followed.
- f) Comply with the duty of secrecy with regard to any data to which they have had access under the research stay plan, including after the fulfilment of its purpose.
- g) Guarantee that the persons authorized to process the data undertake, expressly and in writing, to ensure their confidentiality and comply with the appropriate security measures, of which they must be duly informed.
- h) Assist the Controller in responding to requests to exercise data subjects' rights.
- i) Support the Controller in the performance of data protection impact assessments where required.
- j) Carry out a risk analysis and implement appropriate security measures based on its results.
- k) Implement the security measures established by the research group, without prejudice to any additional security measures that may arise from the risk analysis carried out.
- l) Notify the Controller immediately of any security breaches of the data subjects' data, as stipulated by the regulations. The Processor must cooperate with the Controller in any investigation relating to security breaches affecting the data.
- m) Upon termination of the research stay, erase or return the data to the Controller or to another processor that may be designated by the Controller, at the latter's choice, and erase any copies in the Processor's possession. This return must also include wiping all the data held on the computer equipment used by the Processor. The Processor shall issue a certificate to the Controller providing a record of the operation carried out.
- n) Provide the Controller with all the necessary information for proving compliance with their obligations, and for the performance of audits or inspections by the Controller or another authorized auditor.

15.3. The Processor warrants the truthfulness and accuracy of the information provided to the Controller before signing the research stay plan. The Processor must

inform the Controller of any change, modification or alteration to the information provided.

15.4. The Processor shall hold the Controller harmless against and shall be fully liable for any claim, penalty, cost, loss, third-party damage or liability affecting the Controller that directly or indirectly arises from a breach by the Processor of their obligations under the research stay plan or the applicable regulations.

### **Article 16. Certificate of the research stay**

At the end of the research stay, the visiting researcher will receive a certificate of their stay from the UOC.

### **Additional provision**

Visiting researchers whose mobility is governed by programmes or general agreements or specific agreements between the home institution and the UOC shall be governed by the provisions of those agreements. The rules contained in this procedure will only apply to them, on a supplementary basis, in relation to any aspects not covered by their specific agreements.

### **Final provision**

These regulations shall come into force on the day after their publication on the UOC's E-Services Portal, following approval by the UOC's Executive Board.