

[Note that this is an unofficial translation. The original document, with the original signatures, can be found on the Spanish version of AQUIB's website]

AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE NATIONAL AGENCY FOR QUALITY ASSESSMENT AND ACCREDITATION (ANECA) AND THE BALEARIC AGENCY FOR QUALITY ASSURANCE IN HIGHER EDUCATION FOR COLLABORATION WITHIN THE SUPPORT PROGRAMME FOR THE EVALUATION OF THE TEACHING ACTIVITY (DOCENTIA).

PARTIES

On the one hand, Ms. Mercedes Siles Molina, on behalf and representing the National Agency for Quality Assessment and Accreditation (hereinafter, ANECA), VAT S2801299E, located at C/ Orense 11, Madrid, and acting as the Director, appointed by the Board of Directors of ANECA (Resolution of February 19, 2020, of the Presidency of the Board of Directors, publishing the appointment in the Official State Gazette of February 29, 2020), and acting under the powers granted by Article 16 of the Statute of the Autonomous Body ANECA, approved by Royal Decree 1112/2015, of December 11.

On the other hand, Mr. José Luis Pons Hinojosa, on behalf and representing the Balearic Agency for Quality Assurance in Higher Education (hereinafter, AQUIB), VAT Q0700449B, with headquarters at C/ Salvà, 14, Palma. He acts as the President, in accordance with the powers granted to him by Article 18.d of the statutes of the Consortium of the Agency for University Quality of the Balearic Islands, approved by the Governing Council Agreement of April 22, 2005, following his appointment on September 25, 2019.

Both representatives, recognising each other's sufficient authority, hereby sign this document on behalf of their respective entities, and for this purpose

MANIFEST

1. That ANECA, an autonomous body attached to the Ministry of Universities, aims to promote and ensure the quality of the Higher Education System in Spain through the processes of guidance, evaluation, certification and accreditation. ANECA contributes to the development of the European Higher Education Area and strives to provide information and transparency to society, in accordance with the provisions of Articles 31 and 32 of the Organic Law 6/2001, of December 21, on Universities.
2. That both agencies share common objectives and interests in the evaluation, accreditation, and certification of the quality within the university system, with a particular emphasis on the assessment of teaching activities within the Spanish university system.
3. That ANECA initiated the Support Programme for the Evaluation of Teaching Activity (DOCENTIA) in 2007, aiming to meet the demands of universities and the educational system's need for a model and procedures to ensure the quality of university faculty, promote their development and recognition. ANECA has collaborated with various regional agencies,

which are responsible for university quality assurance, to implement this programme in their respective areas of jurisdiction, adapting it to the needs of universities in the different autonomous communities. Thus, ANECA and AQUIB entered into an agreement on January 31, 2007, to collaborate on the DOCENTIA program. Having concluded its validity, both parties wish to renew their collaboration.

4. That in 2007, ANECA launched the Teaching Activity Evaluation Support Program (DOCENTIA) with the aim of meeting the demands of universities and addressing the educational system's need for a model and procedures to ensure the quality of university faculty, fostering their development and recognition. ANECA has collaborated with various regional agencies responsible for university quality assurance to implement this program in their respective areas of jurisdiction, adapting it to the needs of universities in different autonomous communities. Thus, ANECA and AQUIB entered into an agreement on January 31, 2007, to collaborate on the DOCENTIA program. Having concluded its validity, both parties wish to renew their collaboration.
5. As established in the DOCENTIA program documents, universities will develop their own model and procedure for evaluating the teaching activity of their faculty, which they may submit for evaluation by ANECA or the corresponding quality agency, in the different phases established by the DOCENTIA program: evaluation of designs, monitoring of implementation, and certification of evaluation procedures.
6. The DOCENTIA Program takes as a reference the Criteria and Guidelines for Quality Assurance in the European Higher Education Area (ESG), which were approved by the Ministers signing the Bologna Declaration in May 2015.
7. In accordance with the DOCENTIA Program documents, there is a Monitoring Committee for the DOCENTIA program composed of two representatives from ANECA, to be appointed by it, who will serve as President and Secretary, as well as a representative from each of the Autonomous Agencies that sign an agreement with ANECA for collaboration in the DOCENTIA Program, including AQUIB. This committee will have the functions outlined in the DOCENTIA Program documentation, including periodically reviewing the established model and procedure to implement improvements resulting from the DOCENTIA model's practical application and ensuring consistency in the application of evaluation criteria by the Evaluation Committees.
8. Considering the foregoing, both parties enter into this agreement in accordance with the provisions of Articles 47 and subsequent articles of Law 40/2015, of October 1, on the Legal Regime of the Public Sector, subject to the following:

CLAUSES

First - Purpose

The purpose of this agreement is to regulate the collaboration and cooperation between ANECA and AQUIB in the development of the Teaching Activity Evaluation Support Program (DOCENTIA) within the universities of the Autonomous Community of the Balearic Islands.

Second - Implementation of Evaluations

In accordance with the DOCENTIA Program, universities in the Balearic Islands will develop their model and procedure for evaluating the teaching activity of their faculty, which they will submit for evaluation by AQUIB in the various phases of the DOCENTIA program: model evaluation, monitoring of its implementation, and certification of the implementation of the evaluation model.

Universities in the Balearic Islands will submit their participation requests in the DOCENTIA Program to AQUIB, as the competent quality agency, in the manner established by the Agency for this purpose.

The evaluation conducted by AQUIB in the different phases of the DOCENTIA Program, in accordance with the protocols and criteria established therein, will be carried out by an evaluation committee composed of between 4 and 5 expert individuals selected from a joint database. These experts will have received specific training from ANECA and AQUIB jointly. This training will be conducted in coordination with all agencies through the DOCENTIA Commission.

The protocol, evaluation criteria, and tools applied by AQUIB will adhere to the provisions set forth in the DOCENTIA Program.

Third - Commitments of the Parties

Both parties commit to:

- Recognizing the evaluations conducted by the agencies affiliated with the DOCENTIA program regarding the assessment systems for teaching quality at universities, provided that the evaluations adhere to the protocols, criteria, and tools agreed upon under the DOCENTIA model.
- Continue collaborating in the adaptation, adjustment, and meta-evaluation of the model, procedure, and tools of the DOCENTIA Program to address the harmonization needs among all autonomous communities.
- Ensure the coherence of the application of the DOCENTIA Program in their respective areas of action, coordinated through the DOCENTIA Commission.

- Jointly communicate the final report on the evaluation in the different phases of the DOCENTIA Program by both Agencies.
- Conduct, in accordance with the DOCENTIA Program, joint training for evaluators for the evaluation committees of AQUIB's DOCENTIA program, who may be proposed jointly by ANECA and AQUIB.

Specifically, ANECA commits to:

- Manage and conduct evaluations of design, monitoring, or certification of teaching evaluation models for universities under AQUIB's jurisdiction in cases where AQUIB requests it based on its needs.
- Manage the Register of certified entities, which will include universities whose procedures have been certified in the DOCENTIA program, to be published on the ANECA website.

On the other hand, AQUIB commits to:

- Manage and conduct evaluations of design, monitoring, or certification of teaching evaluation models for universities within its autonomous community, in accordance with the DOCENTIA program.
- Publish on its website the results of evaluations conducted on teaching activity evaluation models of universities in the Balearic Islands in different phases of the DOCENTIA Program.
- Include on its website a link to the register of certified entities from the ANECA website.

Seventh - Competency Ownership and Effects of Conducted Evaluations

The implementation of evaluations under this agreement does not imply a transfer of ownership of the competencies of the parties or the substantive elements of their exercise. It is the responsibility of AQUIB to issue any legal acts or resolutions that may arise from the evaluations, following the procedures established within the framework of its Autonomous Community.

Eighth - Amendment

This agreement may be amended by mutual agreement upon the request of either party. Any modifications will be specified through a timely amendment, which will be processed for approval in accordance with Article 50 of Law 40/2015. Approval will require acceptance from all signatories, authorization from the Ministry of Finance and Public Function, as well as subsequent registration in the Electronic State Registry of Bodies and Instruments of Cooperation of the State Public Sector (REOICO) and publication in the Official State

Gazette.

Ninth – Duration

This agreement is perfected with the consent of the parties and will become effective once registered in the Electronic State Registry of Bodies and Instruments of Cooperation of the State Public Sector. It will also be published in the "Official State Gazette," in accordance with the provisions of Article 48.8 of Law 40/2015, of October 1, on the Legal Regime of the Public Sector, without prejudice to its optional publication in the official bulletin of the corresponding autonomous community for AQUIB.

In accordance with the provisions of Article 49.h) of Law 40/2015, of October 1, the duration of this agreement will be four years from the date it becomes effective, with the possibility of extension for an additional period of up to four years through the signing of the corresponding addendum to this agreement, if the parties unanimously agree to do so before the expiration of the term. This extension must be communicated to the REOICO.

Tenth - Termination

This agreement will be terminated upon the fulfillment of its purpose or upon the occurrence of any grounds for termination.

The reasons for termination will be as follows:

- a) The expiration of the agreement's term without an extension agreement.
- b) By mutual agreement of the signatories to this agreement.
- c) Due to circumstances that make the performance of the actions outlined in this agreement impossible or unnecessary.
- d) Due to the non-compliance with the obligations and commitments assumed by either party. In such a case, the non-compliant party may be notified by the other with a request to fulfill the unmet commitment within one month, communicating this to the oversight committee referred to in this agreement. If the non-compliance persists after the specified period in the request, the notifying party will inform the other party of the existence of the termination cause, and the agreement will be considered terminated. The termination of the agreement due to non-compliance with obligations and commitments by one of the parties will not give rise to any right to compensation.
- e) By a court decision declaring the nullity of the agreement.
- f) Any other cause stipulated by the legal system.

Eleventh - Legal Framework of the Agreement and Resolution of Disputes Arising from its Execution

This agreement has an administrative nature and will be governed by the provisions of Law 40/2015, of October 1, on the Legal Regime of the Public Sector.

The parties commit to resolving amicably any differences that may arise concerning this agreement through the joint commission referred to in clause six of this agreement. In the absence of an agreement to resolve potential disputes, the parties agree, expressly waiving any other jurisdiction that may apply, to submit to the courts and tribunals of the contentious-administrative jurisdiction.

In witness of their agreement, the parties sign this agreement in one original copy, at the place and on the dates of electronic signature, taking the date of the last signer as the formalisation date of this document.

[Signature]

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