

COLLABORATION AGREEMENT BETWEEN THE CATALAN UNIVERSITY QUALITY ASSURANCE AGENCY AND THE UNIVERSITY OF ICELAND FOR THE ACCREDITATION OF MEDICAL STUDIES IN ACCORDANCE WITH WFME AND AQU CATALUNYA STANDARDS

2023_WFMEIS23_I_C

PARTIES

Mr Francesc Xavier Grau i Vidal, President of the Catalan University Quality Assurance Agency, hereinafter AQU Catalunya, appointed by Agreement GOV/267/2022, of 6 December (DOGC no. 8809 - 9.12.2022), exercising the functions attributed to him in Article 11 of Decree 315/2016, of 8 November, approving the Statutes of the Catalan University Quality Assurance Agency.

Mr Jón Atli Benediktsson, Rector of the University of Iceland, exercising the functions attributed to him in Article 8 of Act on Public Higher Education Institutions, no. 85/2008.

The parties, acting in their respective capacities,

DECLARE

One. That the Catalan University Quality Assurance Agency (AQU Catalunya) was the first such agency in Spain and the fifth in Europe to be recognised by the WFME in 2021, thus allowing it to accredit medical degrees in accordance with WFME standards until October 2031.

Two. That the University of Iceland Faculty of Medicine is interested in obtaining WFME accreditation so that graduates may enjoy the benefits of this recognition. To this end, it has applied to AQU Catalunya for accreditation of the degree in Medicine in accordance with WFME standards, which are set out in the *Guide to the accreditation of Medical study programmes according to the AQU Catalunya standards and the WFME global standards for quality improvement: basic Medical education* (AQU Catalunya, 2023).

Three. That the University of Iceland Faculty of Medicine has sent AQU Catalunya the following documentation:

- > The completed "AQU Catalunya Eligibility Questionnaire".
- > Letter from the rector of the University of Iceland (UI) who confirms that AQU Catalunya is recognised as an independent body to assess accreditation of FoM-UI.
- > Approval of the Icelandic Ministry of Higher Education allowing UI and AQU Catalunya to complete a contract for the accreditation process.
- > Letter from the Icelandic Ministry of Education confirming that AQU Catalunya is recognised as an independent body to assess accreditation of FoM-UI.

Four.

- (i) AQU Catalunya and the University of Iceland are legally within their powers to sign an agreement to carry out an assessment and accreditation of the University of Iceland Faculty of Medicine.
- (ii) AQU Catalunya is an independent professional body which is recognised by the Ministry of Higher Education, Science and Innovation in Iceland, and the sole professional body mandated by the Ministry to perform an accreditation of the Faculty of Medicine of the University of Iceland.

- (iii) The quality process of AQU Catalunya shall be endorsed by the Ministry and the standards and procedures for accreditation of medical schools shall be appropriate to Iceland and applied in a consistently robust manner.
- (iv) The Ministry of Higher Education accepts the decisions of AQU Catalunya and will work actively to provide support for the University of Iceland to implement or promulgate the decisions.

Five. That AQU Catalunya has informed the WFME that the University of Iceland Faculty of Medicine is interested in obtaining accreditation by applying the procedure approved by AQU Catalunya and the WFME has informed AQU Catalunya the procedure to determine its eligibility/recognition Status.

The University of Iceland has also made the necessary preliminary arrangements for the WFME to assess the eligibility/recognition status of AQU Catalunya for accrediting in Iceland.

Six. That AQU Catalunya has contacted the Quality Board for Icelandic Higher Education (QEF) to inform them that the University of Iceland wishes to be assessed by AQU Catalunya and explore forms of collaboration.

Seven. That one of the functions of AQU Catalunya, by virtue of Law 15/2015, of 21 July, is the assessment, certification, monitoring and accreditation of courses of study in accordance with international academic and social standards, leading to the award of official degrees and degrees awarded by higher education institutions, in accordance with article 3.1.c) of Law 15/2015, of 21 July, on the Catalan University System Quality Assurance Agency.

Eight. That in accordance with article 3.1.p) of Law 15/2015, of 21 July, performance of tasks may be entrusted to AQU Catalunya, which in this case is specified by establishing this collaboration agreement.

For the above reasons, both parties

AGREE

One. Object

The purpose of the agreement is to establish the procedure and characteristics of the accreditation of the University of Iceland's degree in medicine in accordance with WFME standards as set out in the *Guide to the accreditation of Medical study programmes according to the AQU Catalunya standards and the WFME global standards for quality improvement: basic medical education*.

Two. Assessment phases

The following processing and assessment phases are defined according to the guidelines established by the WFME for cross-border assessment processes and the procedure agreed on between the University of Iceland and AQU Catalunya.

a) Preliminary phase: In this phase the Faculty of Medicine (FoM) must complete the AQU Catalunya Eligibility Questionnaire.

The University of Iceland submits the documentation for cross-border assessment to AQU Catalunya.

AQU Catalunya submits the documentation to the WFME to review and authorise the assessment. If the WFME provides a favourable resolution, the assessment may move on to the diagnostic phase.

- b) Diagnostic phase:** In this phase, the Faculty of Medicine must complete and send the Self-evaluation report according to the Guide to accreditation of medical degrees. The chair and secretary of the external review panel issue an interim report to be submitted to the Institutional and Programme Review Commission (CAIP), analysing whether the object of the assessment has all the elements necessary to carry out the external assessment. If favourable, the external review process may begin, if not the assessment process is terminated.
- c) External review phase:** In the external review phase, an external review panel appointed ad hoc carries out an external visit with the most relevant stakeholders and collects evidence to triangulate the information in order to issue a judgement on compliance with the standards in the assessment guide.

The external visit report is submitted to the CAIP to issue the final report with the result of the review.

The profile of the members of the External Review Panel must match the criteria set out in the *Profiles and prerequisites for members of AQU Catalunya external review panels involved in institutional review and teaching staff assessment procedures*. The panel should be made up of five people: two academics, a student, a professional and a methodology expert. The student and professional may be local members, not associated with the institution under review.

Three. Obligations of the parties

1. AQU Catalunya shall be responsible for the following:

- > Requesting WFME authorisation to carry out the assessment and paying the corresponding fees.
- > Reporting the assessment to the Quality Board for Icelandic Higher Education (QEF).
- > Ensuring the assessment is conducted according to WFME quality criteria. It will thus be responsible for:
 - Setting up the external review panel.
 - Training the internal assessment committee and external review panel.
 - Preparing the agenda for the visit, based on information provided by the University of Iceland.
 - Carrying out the site visit and issuing the site visit report.
 - Making the decision on accreditation.
- > Publishing the agreement and the results of the assessment on the Agency website.

2. The University of Iceland shall be responsible for:

- > Filling in the WFME cross-border accreditation application documents.
- > Preparing the self-assessment report and all necessary documentation for the assessment.
- > Providing the information needed to prepare the agenda for the visit.
- > Organising logistics during the visit according to the agreed agenda, planning the External Review Panel's trips to the different facilities.

Four. Fees

The overall cost of the assessment is EUR 14,735, plus USD 6,000, corresponding to the WFME fee to review eligibility documentation.

At the time of payment, the University of Iceland must accept all bank charges arising from the transfers.

This agreement is exempt from value added tax (VAT), in accordance with the applicable regulations and given that a university study programme is the subject of assessment.

With regard to non-resident income tax, the University of Iceland is not required to withhold tax due to the *“Convention between the Kingdom of Spain and the Republic of Iceland for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on capital (with protocol). Madrid, 22 January 2002”*.

Details of the fees are given in the following table:

Breakdown of costs

Fee of the chair	EUR 2,325
Fee of the secretary	EUR 2,325
Fee of the three other panel members	EUR 5,025 (EUR 1,675 each)
Administrative and coordination costs of AQU	EUR 4,500
Training costs	EUR 560
TOTAL	EUR 14,735

WFME fee to review eligibility documentation	USD 6,000
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Payments shall be made according to the following schedule:

a) Preliminary phase

The following amounts shall be paid upon signing the assessment agreement, subject to AQU Catalunya issuing the invoice with the stated amounts to be paid in euros:

- > WFME fee to review Eligibility documentation USD 6,000.
- > Payment to AQU Catalunya of EUR 1,500 for preliminary organisation and processing (fees).

b) Diagnostic phase

In the event of a favourable decision by the WFME, the University of Iceland will pay AQU Catalunya EUR 3,600, subject to AQU Catalunya issuing an invoice.

c) External review phase

As soon as the CAIP issues a favourable report in the diagnostic phase and the review can be carried out, the University of Iceland will make a second payment to AQU Catalunya of EUR 9,635, subject to AQU Catalunya issuing an invoice.

d) Additional costs: sending of invoices for travel and accommodation costs

In addition, the University of Iceland shall cover the travel, accommodation, living expenses and transport costs of the visiting committee. Other expenses arising from the visit, such as translations of documents, shall also be covered.

Specifically, the University of Iceland shall organise and pay for the meals and travel included in the visit agenda.

AQU Catalunya shall book the hotel and flights for the visiting committee; the invoices will then be sent to the University of Iceland together with daily allowances and travel expenses not included on the visit agenda.

Five. Processing and protection of personal data in relation to the activities in this agreement

The signing parties state and guarantee that the processing of personal data related to the signing of this agreement and subsequent management of the activities arising from it will be carried out in accordance with the provisions 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 other applicable legislation.

The parties agree to refrain from using the data for any purpose other than that for which this agreement was drawn up and from communicating them to third parties without the consent of the persons concerned, and to comply with the security measures and other obligations arising from personal data protection legislation.

In addition, should the agreement involve the processing of personal data under the responsibility of one of the parties on behalf of the other, the corresponding data controller annex, which establishes the specific conditions governing the processing, must be signed.

Six. Monitoring Committee

The monitoring and development of this agreement shall be the responsibility of the Monitoring Committee, which shall be made up of one person representing AQU Catalunya and one person representing the University of Iceland.

Seven. Term of agreement

This agreement shall remain in force until the resulting report is issued. All the tasks in the agreement are expected to be complete by 31 December 2025 at the latest.

Where needed, follow-up of proposals for improvement and re-accreditation shall require the signing of new collaboration agreements.

Eight. Resolution of disputes

All issues and differences arising between the parties over the interpretation, application or execution of this agreement shall be resolved, in the first instance, within the Monitoring Committee, or by amicable agreement.

Nine. Termination of the agreement

This agreement shall be terminated for the following reasons:

- a) End of the term of the agreement.
- b) Breach of the covenants and concessions in this agreement.
- c) Legal or material supervening impossibility of complying with the agreement.
- d) Mutual agreement between the parties.

e) For other legally established reasons.

And, in witness whereof, the undersigned do hereby enter into this agreement with a digital signature.

For the University of Iceland
Rector

For the Catalan University Quality Assurance
Agency
President