

### **General Conditions**

#### Introduction

The objective of these General Contract Conditions is to regulate the terms and conditions under which the Fundació Institut d'Educació Continua (hereinafter, "IDEC Foundation"), directly or through the Barcelona School of Management, an affiliated school that it owns, as explained in detail below, under the trade name UPF Barcelona School of Management (hereinafter, UPF-BSM), will (i) provide information on the programs it runs; (ii) conduct the process of giving candidates access and admission to any of the courses it runs, and (iii) provide the educational services that the participant has contracted with respect to the program to which they have been admitted and for which they have completed the required enrollment process in a due and timely manner and to full effect.

The IDEC Foundation is a private Catalan foundation established on 26 October 1993, with registered address at C/Balmes, 132-134, CP 08008, Barcelona, telephone number (+34) 935421800, contact email <a href="mailto:info@bsm.upf.edu">info@bsm.upf.edu</a>, and Fiscal Identification Number CIF G-60414182. It is registered in the Catalan Government's Foundation Registry, with entry number 766.

The IDEC Foundation owns a school affiliated to the Universitat Pompeu Fabra (hereinafter, "UPF"), called the Barcelona School of Management (hereinafter, "UPF-BSM"). This affiliation enables the UPF-BSM to run official university qualification programs (official Masters) and the other qualification programs of the UPF (lifelong learning Masters, postgraduate or specialization diplomas, and postgraduate and expert diplomas, under the trade name UPF Barcelona School of Management or its acronym, as well as running other study programs that do not lead to a university qualification.

In view of their private nature, the training services provided by the IDEC Foundation (both directly or through the UPF-BSM) are, in all cases, subject to Private Law. As such, any disputes or conflicts that may arise over the course of the execution of these services shall be resolved subject to Private Law by the competent courts with ordinary civil jurisdiction.

**Explanatory note:** The information contained on the website of the UPF-BSM, as well as in the brochures or any other advertising material published and distributed by the IDEC Foundation with respect to the programs that it organizes and runs, are for purely informative purposes and not binding for the IDEC Foundation in terms of any aspect not expressly stipulated in these General Conditions. In the event of any discrepancy or contradiction, the terms of these General Conditions will take precedence. Moreover, in the event of any discrepancy or contradiction between the versions published in different languages, the version in Catalan will take precedence.

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<sup>&</sup>lt;sup>1</sup> From the 2025-2026 academic year onwards (to be taken as the academic year of reference throughout this document).



# Contents

1. Acc	eptance of the General Conditions	3
2. Ent	ry and admission requirements	4
	2.1. Official qualifications. Official Masters	4
	2.2. UPF-specific qualifications: UPF institutional Masters and Lifelong Learni Masters	_
	2.3. UPF-specific qualifications: Postgraduate or Specialization Diplomas, Postgraduate Courses and Expert Diplomas	6
	2.4. Short programs	7
	2.5. UPF-BSM qualifications or "Other studies" (certificates issued by the UPF BSM without university backing)	
3. Adn	nission process	8
	3.1. Admission application and eRegistrar	8
	3.2. Submission of documentation	8
	3.3. Interview	9
	3.4. Right of withdrawal	.10
4. Enr	ollment	.10
5. Pay	ment of the full tuition fee	.12
	5.1. Place reservation and payment of the remainder of the full tuition fees	12
	5.2. Paying the full tuition fees in a single payment	.12
	5.3. Payment by a third party	.13
	5.4. Payment of tuition fees in installments – "Financing agreement"	13
	5.5. Subsidized training	.13
6. Sch	olarships, study grants and discounts	.13
	ollment changes, withdrawal, abandonment, suspensions, continuity and ongont status and reinstatement	_
	7.1. Enrollment changes	.14
	7.2. Voluntary withdrawal	.14
	7.3. Voluntary withdrawal from an official master	.15
	7.4. Temporary suspension for non-payment	.15
	7.5. Suspension or cancellation of enrollment	.15
	7.6. Abandonment	.16
	7.7. Continuity of studies on official Master programs	.16
	7.8. Ongoing student status	.16
	7.9. Reinstatement to UPF-specific qualifications or "Other studies" run by the UPF-BSM	



8. Cancellation of programs. Modification of the program start date	17
8.1. Cancellation of programs	17
8.2. Modification of the program start date	17
9. Education pathways and modularity	17
10 External Academic Internships	18
11. Examination sessions. Assessment. Attaining the qualification. Examination cancellation or exemption	18
11.1. Examination sessions	18
11.2. Assessment	19
11.3. Attaining the qualification	19
11.4. Examination cancellation or exemption	19
12. Failed or uncompleted credits	20
13. Credit recognition and transfer	21
13.1. Credit recognition and transfer on official qualifications	21
13.2. Credit recognition and transfer on UPF-specific qualifications	22
14. Full-time or part-time format of official Masters	23
15. Issuing certificates and other services offered by the Registrar's Office	23
16. Issuing qualification certificates	25
16.1. Official Masters	25
16.2. UPF-specific Masters and postgraduate programs	25
16.3. Other studies	26
17. Commitment to quality	26
18. Intellectual Property	27
19. Document Custody	27
19.1. Student Records	27
19.2. Examinations or documents on which grades are based	27
19.3. Confidential nature of the Master's Theses	28
20. Personal data protection. Image rights. Use of the QR code	28
20.1. Personal data protection	28
20.2. Image rights	30
20.3. Use of the QR code	30
21. Applicable legislation	31
22. Dispute resolution	31
23. Stolen belongings	31
24. Organization of tuition in exceptional situations	31



# 1. Acceptance of the General Conditions

**1.1** These General Conditions are available in the following three languages, and they establish the terms and conditions of the training service contract that the student is entering into with the IDEC Foundation with respect to the program to which they have been admitted.

While the interested parties must read and accept these General Contracting Conditions when they apply for admission, and/or enrollment on programs that do not have an admission procedure, they are available on the IDEC Foundation's website at: Transparency portal | UPF-BSM.

The training agreement is deemed to be an electronic contract.

**1.2.** These General Conditions apply to all programs, excluding tailored programs run by the UPF-BSM for companies and institutions. The programs run by the UPF-BSM include both study programs that lead to an official university qualification and others that lead to an institutional qualification with no university backing. The following points give an overview of the characteristics of these two different types of qualification:

#### Study programs leading to an official university qualification

Official Masters: Official university tuition programs run by the UPF-BSM. These official Master programs are regulated by Royal Decree 822/2021, of 28 September, which establishes the structure of university studies and the procedure for their quality assurance, or any subsequent legislation that replaces it, and its implementing regulations, which specify that the programs are recognized by the Ministry of Education and the European Higher Education Area (EHEA), with the programs being the ordinary channel for accessing doctoral programs. The syllabus of these programs has 60, 90 or 120 ECTS (European Credit Transfer System). The qualification the each of these Masters entitles graduates to is registered in the Registry of Universities, Colleges and Qualifications (RUCT), where its registration and other useful information can be consulted. Moreover, it is a qualification issued, on behalf of the King, by the Rector of the UPF, in accordance with the requirements stipulated in the applicable legislation with respect to its format, text and issuing procedure.

These qualification programs are subject to the <u>Universitat Pompeu Fabra's academic regulations of official Master studies</u>, particularly in reference to access such studies, and the rules on ongoing study status and assessment. With respect to the academic aspects covered in these regulations, they are based on the decision of the UPF-BSM, in view of its capacity to regulate in this regard.

In view of the fact that the procedure for formalizing a qualification can be lengthy, it may sometimes be the case that the UPF-BSM begins the tuition on a program without having completed the process nor the registration of the qualification on the Registry of Universities, Colleges and Qualifications. In the event that a qualification program starts and then fails to receive final approval, the students enrolled on the program will be notified immediately so they can decide whether or not to continue.

#### Study programs leading to a UPF-specific qualification

**UPF-specific qualifications:** To access these programs, candidates must have a prior undergraduate qualification. These programs may be run by universities exercising the principle of autonomy. This group of programs includes the following qualifications: Lifelong Learning Masters, worth 60, 90 or 120 ECTS, Postgraduate Diplomas, worth between 30 and 59 ECTS (equivalent to the specialization diploma mentioned in Article 37 of Royal Decree 822/2021), and Postgraduate Courses, worth between 10 and 29



ECTS (equivalent to the expert diploma mentioned in Article 37 of Royal Decree 822/2021).

These qualification programs are designed, developed and run by the UPF-BSM, approved by the UPF, and are subject to the <u>regulations that govern the UPF's unofficial study programs</u>. The qualifications are issued by the UPF and signed by the Rector or the Vice-Rector appointed by the Rector. While they do not have official status, these institutional qualifications are endorsed academically by the international reputation of the UPF and the UPF-BSM, and the pedagogical quality of the faculty that teach on the programs.

#### • Short Programs:

**Micro-credentials:** As specified in the <u>UPF's regulations governing its unofficial qualifications</u>, micro-credentials are training programs worth up to 15 ECTS. Depending on each case, they may be aimed at students with or without a previous undergraduate qualification. Participants who complete these activities receive certification that accredits the learning results associated with the short activities.

• Studies without university backing or "Other studies"

"Other studies": Due to their characteristics or duration, these programs do not fall into the above categories (specialization courses, Advanced Programs, courses, workshops and seminars). These study programs are run by the UPF-BSM, and are also specified in the UPF's unofficial study program regulations. Participants receive certification of their attendance and achievement on such programs, though this certificate is not considered a university qualification.

**1.3.** Applying for admission to a program run by UPF-BSM and/or applying for enrollment on any specialization courses, seminars, courses and workshops that do not require admission necessarily implies that the candidate accepts all these General Conditions. The study programs known as Advanced Programs, included in this section of <u>"Other studies"</u>, require an admission process in all cases.

# 2. Entry and admission requirements

For all the programs (except the specialization courses, seminars, courses and workshops that do not require it), the entry and admission process will be based on academic, competency and/or professional criteria. Candidates will be notified of the result of the process in writing.

Candidates who meet the legal requirements stipulated for this purpose will be eligible for the entry and admission process.

#### 2.1. Official qualifications. Official Masters

**Entry.** Candidates who meet the general entry requirements stipulated in the applicable legislation (Royal Decree 822/2021, of 28 September, or any legislation that replaces it) are eligible to access official Master programs. These requirements are as follow: Holding a Spanish official Bachelor Degree or equivalent is a condition for accessing an official Master or, if applicable, another official Master qualification, or a qualification of the same level as a Spanish Bachelor's or Master's Degree issued by universities and higher education institutions in a country that forms part of the European Higher Education Area which gives the graduate access to Master-level studies in that state. Moreover, graduates of educational systems outside the European Higher Education Area with a qualification equivalent to a Bachelor Degree may also access official



Spanish Master programs without needing to accredit the equivalence of their qualifications, subject to verification by the University of the level the program entails, on the condition that the qualification in question entitles graduates in the issuing country to access postgraduate programs. Under no circumstances does access via this channel imply the equivalence accreditation of the candidate's previous qualification, nor its recognition for any purposes other than accessing Master programs.

**Admission.** Eligible candidates include students admitted to an official Master in accordance with the specific requirements and evaluation criteria of the official Master qualification program itself. You can consult these requirements on the website (URL <a href="https://www.bsm.upf.edu">www.bsm.upf.edu</a>), in the section on admission requirements for each qualification program.

# 2.2. UPF-specific qualifications: UPF institutional Masters and Lifelong Learning Masters

**Entry and admission.** As prerequisites for accessing the UPF-specific Master qualification program, candidates must hold an official undergraduate university qualification (a Bachelor's Degree, University Diploma, Engineering or Architecture Diploma, Technical Engineering or Architecture Diploma) or equivalent (a university study program worth a minimum of 180 credits) or another qualification issued by a higher education institution in the European Higher Education Area that entitles graduates in the issuing country to access Master programs.

Graduates of educational systems outside the European Higher Education Area may also access UPF-specific Master programs without needing to accredit the equivalence of their qualifications, subject to prior verification by the University that the qualification in question accredits a level of training equivalent to the corresponding Spanish official university qualifications and that they entitle graduates in the issuing country to access postgraduate programs. Under no circumstances does access via this channel imply the equivalence accreditation of the candidate's previous qualification, nor its recognition for any purposes other than accessing the corresponding UPF-specific qualification program.

Moreover, candidates must review any additional admission requirements that may have been approved by the UPF-BSM for these programs, which are available on our website (www.bsm.upf.edu), in the section corresponding to each qualification program.

Candidates currently taking a university qualification program: If the candidate is currently doing the last year of the qualification required to access the Master, applies for admission and is admitted, their admission and prospective subsequent enrollment on the Master program will be conditional and will only take effect if they can demonstrate that they have obtained the undergraduate degree in question no later than the start date of the Master program. In order to demonstrate this, they must submit the original, a certified or a copy with a digital verification code of the provisional qualification certificate or proof of application for the degree certificate, certifying that corresponding issuance fees have been paid. In the case of foreign students whose universities do not regularly issue documentation with this information, they have to submit a graduation certificate or a certificate specifying the date from which they fulfill the academic and administrative requirements to be considered graduates.

In the case of candidates in this situation who are unable to accredit that they hold the required undergraduate qualification in a due and timely manner, as stipulated in these General Conditions and in the communications they receive throughout the admission process, if they begin the admission process and are admitted, their decision cannot be retracted and under no circumstances can they request a refund, unless they formally



withdraw in a due and timely manner. Moreover, if they apply for withdrawal, they will be subject to the conditions stipulated in the corresponding section of these General Conditions.

In the event that the candidate fails to meet the requirements to be enrolled on the Master, their Master enrollment application will automatically be transferred to an Advanced Program without the possibility of subsequent modification.

Candidates without any university qualification: Any candidates who do not have the required access qualification and complete the admission process successfully cannot enroll on a UPF-specific Master program. Their only option, subject to prior assessment and authorization from the UPF-BSM, is to take an Advanced Program, which is run by our School and is also specified in the UPF's institutional study program regulations, under the classification of "Other studies". On successful completion, students receive a program certificate that is not considered a university qualification.

# 2.3. UPF-specific qualifications: Postgraduate or Specialization Diplomas, Postgraduate Courses and Expert Diplomas

**Entry and admission.** As a prerequisite for accessing a UPF-specific qualification program, candidates must hold an official undergraduate university qualification (a Bachelor's Degree, University Diploma, Engineering or Architecture Diploma, Technical Engineering or Architecture Diploma) or equivalent (a university study program worth a minimum of 180 credits) or another qualification issued by a higher education institution in the European Higher Education Area that entitles graduates in the issuing country to access Master programs.

Graduates of educational systems outside the European Higher Education Area may also access UPF-specific qualification programs without needing to accredit the equivalence of their qualifications, subject to prior verification by the University that the qualification in question accredits a level of training equivalent to the corresponding Spanish official university qualifications and that they entitle graduates in the issuing country to access postgraduate programs. Under no circumstances does access via this channel imply the equivalence accreditation of the candidate's previous qualification, nor its recognition for any purposes other than accessing the corresponding UPF-specific qualification program.

Moreover, candidates must review any additional admission requirements that may have been approved by the UPF-BSM for these programs, which are available on our website (<a href="https://www.bsm.upf.edu">www.bsm.upf.edu</a>), in the section corresponding to each qualification program

Candidates currently taking a university qualification program: If the candidate is currently doing the last year of the qualification required to access the UPF-specific qualification program, applies for admission and is admitted, their admission and prospective subsequent enrollment on the UPF-specific Master program will be conditional and will only take effect if they can demonstrate that they have obtained the undergraduate degree in question no later than the program start date. In order to demonstrate this, they must submit the original, a certified or a copy with a digital verification code of the provisional qualification certificate or proof of application for the degree certificate, certifying that corresponding issuance fees have been paid. In the case of foreign students whose universities do not regularly issue documentation with this information, they have to submit a graduation certificate or a certificate specifying the date from which they fulfill the academic and administrative requirements to be considered graduates.

In the event that a candidate is unable to submit the aforementioned documentation accrediting that they have obtained the required undergraduate degree before the start of the problem, the admitted candidate is hereby notified that their admission and



enrollment will automatically be converted into their admission and enrollment on the Advanced Program, which, on successful completion, does not entitle students to a university qualification. Instead, they simply receive a certificate that is not considered an official university qualification.

In the case of candidates in this situation who are unable to accredit that they hold the required undergraduate qualification in a due and timely manner, as stipulated in these General Conditions and in the communications they receive throughout the admission process, if they begin the admission process and are admitted, their decision cannot be retracted and under no circumstances can they request a refund, unless they formally withdraw in a due and timely manner. Moreover, if they apply for withdrawal, they will be subject to the conditions stated in the corresponding section of these General Conditions.

Candidates without any university qualification: Any candidates who do not have the required access qualification and complete the admission process successfully cannot enroll on a UPF-specific Master program. Their only option is to take the Advanced Program. This Advanced Program is run by our School and is also specified in the UPF's institutional study program regulations, under the classification of "Other studies". However, on successful completion, students do not receive an official qualification, but rather they receive a certificate that is not considered a university qualification.

#### 2.4. Short programs

**Micro-credentials:** In view of the specific nature of these programs, the entry and admission requirements for each of them will be established by the UPF-BSM. You can consult these requirements in the corresponding section of the website of each qualification program (www.bsm.upf.edu).

# 2.5. UPF-BSM qualifications or "Other studies" (certificates issued by the UPF-BSM without university backing)

**Advanced Programs.** In view of the specific nature of these programs, the entry and admission requirements for each of them will be established by the UPF-BSM. You can consult these requirements in the corresponding section of the website of each qualification program (www.bsm.upf.edu).

Candidates who do not have the required university qualification to access UPF-specific qualification programs can access these Advanced Programs, on the condition that they meet the admission requirements and successfully complete the admission process for whichever Advanced Programs that they are interested in.

It should be noted that, once this option has been chosen, which does not lead to the students gaining a qualification with university backing, admitted candidates that proceed to enroll, having been informed before beginning the process, cannot retract their decision. If they decide to withdraw from the program, the conditions regulating withdrawal stipulated in these General Conditions will apply.

**Specialization courses, seminars, courses and workshops.** In view of the specific nature of these programs, the entry and admission requirements for each of them, if any, will be established by the UPF-BSM. You can consult these requirements in the corresponding section of the website (www.bsm.upf.edu).



# 3. Admission process

#### 3.1. Admission application and eRegistrar

Any candidate who wants to be admitted to any of the programs run by the UPF-BSM that require an admission process must do the following:

- a. Apply for admission to the program by completing the corresponding admission application available on the program website (<a href="https://www.bsm.upf.edu">https://www.bsm.upf.edu</a>), at which point they must also accept these General Conditions, which they will have access to so that they can save and consult them at any time.
- b. Complete the admission process on eRegistrar in line with the steps and instructions indicated.

If the candidate fully or partially fails to fulfill these obligations, or fails to follow and/or comply with the instructions specified on eRegistrar with respect to the admission process, their admission and/or enrollment will be deemed invalid.

To have their admission application evaluated, candidates must pay the amount set for the admission fee for the academic year in question, which is currently one hundred and twenty euros (€120.00).

The following terms apply to this fee:

- The fee is discounted from the total tuition fees if the candidate is admitted.
- The fee will only be refundable if the program is cancelled or if the candidate is not admitted.
- The fee will not be reimbursed in cases in which admission has been granted on a conditional basis pending the candidate obtaining the required qualification before the start of the program and they have failed to do so. Neither will the fee be reimbursed in cases in which the admitted candidate's visa application is rejected due to their own negligence.

#### 3.2. Submission of documentation

The following tables give an overview of the documents that must be submitted by the candidate as part of the admission process for any program that requires it. All this documentation will be submitted digitally via eRegistrar:

#### Administrative documentation

Official Masters	Lifelong Learning Masters, postgraduate programs (specialist or expert diploma), and Advanced Programs	Specialization courses, seminars, courses and workshops	
Photocopy of the candidate's valid National Identity Card (both sides) or passport			
Passport-si	zed photograph (JPG format)		
Letter of mo	otivation or other specific required documents	Additional documentation may be requested, besides the National Identity Card or passport	
Curriculum	vitae		



#### Academic documentation

Official Masters and UPF-specific qualifications				
Origin of the university qualification				
Academic documentation required	Spain	Any other country		
Undergraduate degree	Photocopy, photograph or scanned copy			
University academic record	Photocopy, photograph or scanned only in the case of enrollment in a Master (official or lifelong learning) (This must include the weighted average of your studies and the corresponding grade scale)	Photocopy, photograph or scanned copy. (This must include the weighted average of your studies and the corresponding grade scale)		

<sup>\*</sup> Additional documents may be required to complete the process.

Admission with full academic effect on any program must be verified. Therefore, the candidate must submit the original, a certified copy or a copy with a digital verification code of all the required enrollment documents no later than the day scheduled for the start of the program. The submission of this original documentation is a necessary condition for the enrollment process to take full academic effect.

Notwithstanding the foregoing, in the case of the programs run by the UPF-BSM, failure to submit the required documentation or the partial, incorrect or late submission of this documentation will not have any effect on the development and execution of the training service contract between the participant and the UPF-BSM, with this contract remaining valid and enforceable. This will prevent the admission from taking full academic effect, with such effect perhaps being suspended so that, if at the moment of the enrollment the participant has not submitted all the required academic documentation, they will not receive any qualification, even on successful completion of the program. Likewise, they will receive no certificate until they have submitted the required documentation.

The participant agrees to submit the documentation within the stipulated deadlines and takes full responsibility at all times for the authenticity and accuracy of this documentation. In the event that there is any reason to doubt the authenticity, validity or content of the documents submitted, all necessary procedures will be carried out to conduct the appropriate verifications. Moreover, the competent authority that issued the document may be contacted in order to validate the points in question. These proceedings and actions are expressly authorized by the participant when they accept these General Conditions.

#### 3.3. Interview

In cases in which the program admission process includes a personal admission interview, it will be conducted in person or remotely using a digital platform that enables the visual identification of the interviewer and the interviewee.

The candidate agrees to take part in the interview in a neutral, quiet place and must ensure that they have access to the necessary equipment and resources to enable their effective participation and identification. In the event that, at the time of the interview, they cannot meet the minimum sufficient conditions required to hold the interview effectively, it must be postponed.

The candidate accepts that the interviewer may require them to submit the original identity document to ensure that the interviewee is who they claim to be, and/or agree that the interview can be recorded.



#### 3.4. Right of withdrawal

Candidates admitted on to on-site and blended programs with an admission process and people enrolled on on-site and blended programs that do not require an admission process have a period of fourteen (14) calendar days from the date of entering into the training service contract in which they can withdraw from this contract.

The admission date is the date on which the contract for providing educational services is executed, as regulated by these General Conditions. In the case of specialization courses, seminars, courses and workshops, as they do not require an admission process, the contract date will be the date on which the candidate is enrolled on any of these educational programs.

Candidates who wish to announce their withdrawal should do so in writing, expressly stating their wish to withdraw by sending the <a href="withdrawal form">withdrawal form</a> created for this purpose, to the Registrar's Office at the following address: C/Balmes, 132, 08008 Barcelona, or by email to <a href="mailto-academic.affairs@bsm.upf.edu">academic.affairs@bsm.upf.edu</a> attaching the signed withdrawal form. The reimbursement of any refundable amounts paid will be made by the same payment method used by the candidate.

The right of withdrawal will not apply in the case of programs that, due to its online study format or any reason specified legally, meets the requirements stipulated in Article 103 a) of the Royal Legislative Decree 1/2007 of 16 November, approving the consolidated text of the General Law for the Defense of Consumers and Users, and other complementary legislation.

### 4. Enrollment

The formalization of the enrollment must be completed by the admitted candidate via the eRegistrar portal before the deadline indicated in the notification entitled "Enrollment Steps". In all cases, the formalization of the enrollment must be completed by the program start date.

Enrollment will be formalized in the following way:

- Payment of the full tuition fees, under the terms and conditions stipulated in these General Conditions or, alternatively, in cases in which the candidate has opted to pay the tuition fees in installments, when they sign the contract to pay in installments via eRegistrar
- Submitting the required enrollment documentation as certified copies or copies with a digital verification code, when making payment of the tuition fees and, in all cases, no later than the day before the program start date.

Official Masters and UPF-specific qualifications				
	Origin of the university qualification			
Academic documentation required	Spain and EU countries	Non-EU country		
University qualification	Certified copy with the original validation stamp or copy with a digital verification code (1)	Certified copy or copy with a digital verification code (1) duly authenticated (2)		
University academic record	Certified copy with the original validation stamp or copy with a digital verification code (1)  The certified copy will only be necessary if you are a candidate for an official Master or your undergraduate qualification or equivalent is from outside Spain.	Certified copy or copy with a digital verification code (1) duly authenticated (2)  The certified copy will only be necessary if you are a candidate for an official Master or you undergraduate qualification of equivalent is from outside Spain.		
Translations	Documents in languages other than Catalan, Spanish, English, French, or Portuguese must submit an official sworn translation (3) of these documents in Spanish, Catalan, or English (including stamps).			



(1) Certified copy. Copy of an original document duly stamped by a competent public body after having compared it with the original. This guarantees the formal and accurate likeness of the original document and copy. You can obtain certified copies in your country (universities, notary offices, city/town halls, etc.).

(2) Legalization. Administrative act through which the validity of a foreign public document is authenticated, verifying the validity of its signatures and the capacity in which the signatory authority is acting.

- a) Country that has signed the Hague Convention: the document is authenticated with the inclusion of the Hague Apostille.
- b) Country that has signed the Andrés Bello Convention or any country that has not signed either of the aforementioned agreements: the document is authenticated with the inclusion of three stamps (Spanish Ministry of Education, Spanish Ministry of Foreign Affairs and the Spanish consulate or embassy in the country in which the qualification was issued).
- (3) Official certified translation. You can hire a certified translator in your home country at any Spanish embassy or consulate, or through any institution that offers this service. Certified translations in English are also accepted.

For all purposes, the enrollment formalization date shall be taken as the date on which the admitted candidate pays the full tuition fees. In other words, in cases in which payment must be made by the admitted candidate in one installment, enrollment will be deemed as formalized when that payment is made. In cases in which the admitted candidate can make payment in two installments, enrollment will be considered finalized when the admitted candidate makes the first payment (reserving their place), at which point they are under obligation to pay the outstanding portion of the full tuition fees. Notwithstanding the foregoing, enrollment shall only take full effect for academic purposes when the participant has submitted all the required documentation in a due and timely manner.

In the event that the student applies to pay the enrollment fee in installments, their enrollment will be deemed to be formalized when they sign the contract for payment in installments or the "financing agreement", which must be signed no later than the day before the program start date. Notwithstanding the foregoing, enrollment shall only take full effect for academic purposes when the participant has submitted all the required documentation in a due and timely manner.

Complete or partial failure to fulfill any of the above requirements that form the enrollment process will entitle the UPF-BSM to suspend and/or terminate the provision of the training service.

Specifically, the complete or partial non-payment of the tuition fees or failure to fulfill the commitment to pay the remaining portion of the tuition fees will result in the consequences described in the following general condition.

Moreover, in the event that the participant fails to submit the required documentation in a due and timely manner, or when the documentation is incorrect or incomplete, no qualification will be issued, even if the participant completes the courses that they enrolled on. As such, each participant is liable for any legal consequences that may arise as a result of failing to submit the required documentation in a due and timely manner and/or of the documentation being incorrect or incomplete, as well as being liable for any failure to comply with the formal requirements that apply to this documentation in accordance with the applicable legislation.

In all cases, enrollment is individual and non-transferable. As such, once duly completed, it will entitle the individual identified as the candidate, and subsequently, the admitted candidate, to take part in the program. Likewise, payment of all tuition fees is also personal and non-transferable and cannot be used for the enrollment of a third party other than the candidate or admitted candidate on the corresponding program.

Completion of enrollment implies, in all cases, that the training services contracted by the candidate from the UPF-BSM will be provided by the School in accordance with these General Conditions, subject to these General Conditions, which have been accepted by the candidate during the admission process.



# 5. Payment of the full tuition fee

#### 5.1. Place reservation and payment of the remainder of the full tuition fees

In cases in which enrollment is completed no later than fifteen (15) days before the program start date, the admitted candidate has the option to pay the tuition fees in two installments:

- 1. Payment of 25% of the full tuition fees. This installment shall be considered payment to reserve a place and must be made before the deadline indicated to the admitted candidate in the communication with a detailed overview of steps for completing enrollment. In all cases, this first installment must be paid no later than the day before the program start date, at which point full payment is due. Admitted candidates who have reserved their place will be considered students enrolled on the program. As such, they will acquire the status of a student at the UPF-BSM with the corresponding rights and obligations, as well as being under obligation to pay the outstanding tuition fees (subtracting the amount already paid by the candidate as admission fees) before the deadline set for this purpose. In the event that the admitted candidate fails to make this payment of the 25% installment indicated above, their enrollment will be deemed incomplete, with the UPF-BSM reserving the right to assign the place to another candidate. Only in the event that UPF-BSM has not assigned this place to another candidate or there are still free places available on the program can the UPF-BSM, as an exception, authorize the completion of enrollment by the candidate paying the outstanding tuition fees after the deadline has passed. In such cases, payment must be made no later than the day before the program start date under the conditions stipulated in the following section.
- 2. Payment of the outstanding tuition fees (75% of the full tuition fees, minus the amount already paid by the candidate as admission fees) must be made no later than the day before the program start date.

In the event that the admitted candidate does not complete the aforementioned formalization process and payment/s by any of the stipulated deadlines, their enrollment will be deemed incomplete. As a consequence, the admitted candidate will not acquire the status of a student of the UPF-BSM, will not be entitled to a refund of the admission fees paid and, unless the right of withdrawal is applicable and exercised in a due and timely manner, must pay the UPF-BSM the corresponding amount specified in the table in General Condition 7.2.

In the event of non-payment, the UPF-BSM reserves the right to take any legal action available in such cases.

#### 5.2. Paying the full tuition fees in a single payment

This procedure will be compulsory for enrollments completed less than fifteen (15) days before the program start date.

Payment of the full tuition fees (minus the amount already paid by the candidate as admission fees, if applicable in the case of the program in question) must be made no later than the day before the program start date.

In the event that the admitted candidate does not complete the aforementioned formalization process and the single payment by the stipulated deadline, their enrollment will be deemed incomplete. As a consequence, the admitted candidate will not acquire the status of a student of the UPF-BSM, will not be entitled to a refund of the admission fees paid and, unless the right of withdrawal is applicable and exercised in a due and timely manner, must pay the UPF-BSM the corresponding amount specified in the table in General Condition 7.2.

In the event of non-payment, the UPF-BSM reserves the right to take any legal action available in such cases.



#### 5.3. Payment by a third party

The tuition fees may be paid in full or in part by a third party (employer, etc.), although the student holds the right or obligation to receive the training services, without the third party who pays the fees being entitled to interfere in or prevent the exercise of this right in any way.

The foregoing in no way prejudices the UPF-BSM's right to remove the student from the program for reasons that justify their suspension or removal.

In cases that payment is not made in full or in part, in a due and time manner, the party in question will not be entitled to a refund of the admission fees paid and, unless the right of withdrawal is applicable and exercised in a due and timely manner, must pay the UPF-BSM the corresponding amount specified in the table in General Condition 7.2.

In the event of non-payment, the UPF-BSM reserves the right to take any legal action available in such cases.

#### 5.4. Payment of tuition fees in installments – "Financing agreement"

UPF-BSM allows students to pay the tuition fees in installments after signing a financing agreement. Before finalizing the enrollment process, the student will be taken via eRegistrar to an external financing platform called "NEMURU", owned by the company NEMURU DIGITAL, S.L. This company is responsible for analyzing the student's solvency and preparing the corresponding reports.

NEMURU DIGITAL, S.L. is an external company that conducts its activity completely independently. As such, the UPF-BSM only receives from NEMURU DIGITAL, S.L. the confirmation or rejection of the student's application to pay the tuition fees in installments, based on the information collected by the company, without ever disclosing this information to the UPF-BSM under any circumstances. If NEMURU DIGITAL, S.L. issues a positive decision on the application to pay in installments, the UPF-BSM, if it considers it appropriate, will proceed to process the financing agreement with the student.

Anybody interested in the financing process is advised to read NEMURU's privacy policy to find out more about how it processes their data.

#### 5.5. Subsidized training

UPF-BSM informs that certain programs regulated by these General Conditions, do not meet some of the requirements stipulated in the current regulations on subsidized training to enable them to be subsidized by companies. In the event that the participant's employer funds their tuition fees (in whole or in part), and wishes to subsidize the training, the participant must inform UPF-BSM so that UPF-BSM can verify whether or not the training meets the requirements to be subsidized.

In the event that the training does not meet these requirements, UPF-BSM will expressly indicate this to the participant, who must inform the company.

If, despite this notification, the company decides to subsidize the program taken by its employee, they do so at their own risk and liability, and under no circumstances can the UPF-BSM be held liable for this situation.

## 6. Scholarships, study grants and discounts

In general, the discounts, scholarships and study grants offered by UPF-BSM are not compatible with each other. If the student is eligible to apply for more than one of these options for funding their tuition fees, the option that they consider in their best interests will take precedence. Moreover, students must also take into account the possible incompatibility of the discounts, scholarships and grants offered by the UPF-BSM with any other forms of financing their tuition fees that they have applied for from other institutions or which they already benefit from. The student accepts full responsibility for taking any measures necessary to rectify any such incompatibility, and will notify and



justify their decision, with any appropriate documentation, to the UPF-BSM, with the latter not being liable for any related claims.

For updated information regarding the financial resources that the UPF-BSM offers, students can consult the specific information in the "Scholarships and Financing" section of each program's webpage (<a href="https://www.bsm.upf.edu">https://www.bsm.upf.edu</a>).

# 7. Enrollment changes, withdrawal, waiver, suspensions, abandonment and ongoing student status and reinstatement.

#### 7.1. Enrollment changes

The deadline for submitting an application to make any changes to a student's enrollment (changing a program or study format) may not, under any circumstances, be later than fifteen (15) days before the program start date. Applications made after this deadline will not be accepted for processing. The application must be submitted in writing to the Registrar's Office of the UPF-BSM (in person on the third floor of the Balmes Building, or by email to <a href="mailto:academic.affairs@bsm.upf.edu">academic.affairs@bsm.upf.edu</a>).

Applications will be evaluated and must be authorized by the corresponding Admissions Committee, which will decide whether or not the change is appropriate in each case. When the change involves an increase in the full tuition fees, the participant must pay the additional amount in a single installment. When the program change results in lower tuition fees, no reimbursement will be issued unless the change is due to causes attributable to the UPF-BSM.

#### 7.2. Voluntary withdrawal

Students who wish to withdraw after the stipulated deadline must make a formal application to do so to the UPF-BSM using the <u>form designed</u> for this purpose. The application must be submitted to the Registrar's Office (in person on the third floor of the Balmes Building, or by email to academic.affairs@bsm.upf.edu).

Depending on when the participant submits their application for withdrawal, the UPF-BSM will deduct the amounts specified in the table below. Moreover, if the student has enrolled on a program leading to an official Master, the UPF-BSM will apply the specified deductions, which must always include the amount corresponding to academic tuition, in view of its nature as a public fee subject to administrative law.

If the amount paid by the participant at the time of making their application for withdrawal is insufficient to cover the amount resulting from the application of the foreseen withholding, as well as academic tuition fees in the case of official Masters, the student must pay the amount indicated by the UPF-BSM to cover these amounts. In the event of non-payment, the UPF-BSM reserves the right to take any legal action available in such cases.

	Period in which the student makes the application to withdraw		
	Over 3weeks before the program start date	The 3 weeks immediately before the program start date	Program start date or later
Amount withheld	50% of the total amount paid for reserving the student's place	100% of the total amount paid for reserving the student's place	100% of the total program fees (*)

<sup>(\*)</sup> Taking into account the discounts applied.



As a result of the withdrawal application submitted, if the student wishes to re-enroll on this or any other program run by UPF-BSM, they must previously have paid all outstanding amounts due for the edition of the program from which they have applied to withdraw. In this case, the candidate must start the application and admission process again for the new program.

The foregoing applies to withdrawals from enrollment on official Master program due to the candidate failing to obtain the required undergraduate qualification. In such cases, the conditions specified in the table above apply.

#### 7.3. Voluntary withdrawal from an official master

Students enrolled on a program that leads to an official Master that they wish to withdraw from after the program has started must make a formal application to do so using the appropriate <u>form</u>, which they must submit to the Registrar's Office (in person on the third floor of the Balmes Building, or by email to <u>academic.affairs@bsm.upf.edu</u>). Any application to withdraw from enrollment in such cases must be submitted within a maximum of two months from the date of enrollment.

For the student's withdrawal to be accepted, it is an essential requirement that the student has submitted their application for withdrawal by the stipulated deadline and has paid the full tuition fees. Once accepted, the student's withdrawal will take effect as of the date of the student's application for withdrawal.

It should be noted that under no circumstances will the student be entitled to a refund of the tuition fees paid. For the withdrawal application to be accepted, full payment of 100% of the tuition fees must have been made before making the application.

In academic terms, acceptance of the student's withdrawal from enrollment has the same effects as if the student had never enrolled. As such, they can apply for re-admission and, if admitted, they can enroll on the same program, paying the corresponding admission and tuition fees again.

If the withdrawing student does not make a formal application to abandon or withdraw from the program in a due and timely manner, and/or they fail to meet abovementioned ongoing student status requirements, specified in detail in Section 14, the student will be considered ineligible for academic purposes and will not be entitled to re-enroll on the same program at this School.

In exceptional cases, the Rector of the UPF or the body appointed by the Rector for this purpose can authorize a new enrollment if the situation is justified in their opinion and in accordance with the UPF's regulations regarding ongoing student status.

#### 7.4. Temporary suspension for non-payment

In general, participants are temporarily suspended in the event of non-payment until the situation is rectified, either by payment of the outstanding amount or the corresponding suspension from the program.

Any such temporary suspension entitled the UPF-BSM to deem invalid any scholarship, grant or other discounts that the participant may have been granted to take the program. As a result, the outstanding debt will increase by the amount of these scholarships, grants or discounts. From that point, all parties acknowledge that the debt is the full amount resulting from this increase.

In the event that temporary suspension occurs during the tuition period and/or before completing the program, the participant will be blocked from accessing the eCampus and the "Application of procedures" section of eRegistrar until the situation is rectified. This means that they will not be able to submit any academic assignments and, if there are any course assessments during the suspension, they will be marked as "Absent" ("Fail").

#### 7.5. Suspension or cancellation of enrollment

The UPF-BSM may unilateral terminate the service provision contract covered by these General Conditions and suspend or cancel the student's enrollment in the event that they



breach the terms of the contract or fail to comply with the provisions of the <u>Code of Conduct</u>.

Under no circumstances does the unilateral termination and subsequent suspension or cancellation of enrollment entitle the student in question to a refund of the fees paid. In the event that there are still outstanding fees to be paid by the student, they must still be paid in full.

From the moment that the suspension is finalized, the student may no longer access the program materials nor the "Application of procedures" section of eRegistrar. Any courses that the student has completed by the date of the suspension will be registered, while any courses that they have not taken yet will be cancelled.

In the event that the participant is suspended due to non-payment, they will not be able to apply for reinstatement to the program nor enrollment on another program until the situation is rectified. Neither will they be able to request any certificate nor any other document be issued.

#### 7.6. Abandonment

A participant will be deemed to have abandoned their studies when they have withdrawn from or failed the program and do not formalize their enrollment on the same syllabus within the following two (2) academic years.

Students who have abandoned their studies on any program run by the UPF-BSM that leads to an official or UPF-specific qualification and want to resume their studies must apply for reinstatement.

#### 7.7. Continuity of studies on official Master programs.

In the event that a student on an official Master fails the program or does not comply with the required ongoing student status regulations, and they wish to continue their program, they have to apply for continuity of studies.

In order to continue an official Master program, students must have completed at least 50% of the ECTS credits corresponding to the courses that they have enrolled on in the first academic year of the Master. If they have not reached this 50% threshold, the student must apply for continuity of studies from the UPF Social Council. In such cases, it is the Rector of the UPF, or the person appointed by the Rector for this purpose, who can authorize the student's continuity on the program when they consider that there is justified cause and doing so complies with the UPF ongoing student status regulations.

To apply for continuity of studies, the student must send the following documentation by email to academic.affairs@bsm.upf.edu:

- An application explaining the reasons why they are applying for continuity of studies, with accrediting documentation.
- A letter from the Academic Director of the program recommending the student continues their studies. The Academic Director should send this letter directly to academic.affairs@bsm.upf.edu.

#### 7.8. Ongoing student status

As a school affiliated to the UPF that runs official Master programs, the UPF's regulations on ongoing student status on <u>official Master and postgraduate programs</u> shall apply to the School's programs. In accordance with the regulations, students enrolled on a program that leads to an official Master who wish to continue on the program must have completed at least 50% of the credits corresponding to the courses that they have enrolled on in the first academic year of the Master.



# 7.9. Reinstatement to UPF-specific qualifications or "Other studies" run by the UPF-BSM.

Any participant who has withdrawn from their program who wants to resume their studies must complete the <u>application for reinstatement</u>, along with documentation accrediting the reasons why they are applying for readmission.

In the case of UPF-specific qualifications or other UPF-BSM studies, it is the responsibility of the Registrar's Office of the UPF-BSM, in collaboration with the Dean, and taking into consideration the assessment conducted by the program's Academic Director, to make a decision on applications for reinstatement, after assessing the academic record of the study program that the student abandoned and the reasons stated in the application, taking into account the availability of and demand for places on the study program in question.

It is not possible for students to be reinstated on programs that have been discontinued.

# 8. Cancellation of programs. Modification of the program start date.

#### 8.1. Cancellation of programs

The UPF-BSM reserves the right to suspend a program up to a week before its start date and will inform the interested parties and admitted or enrolled candidates to this effect. In such cases, the UPF-BSM is under obligation to reimburse the amounts paid by the students up to that point as fees for admission, enrollment or reserving a place.

#### 8.2. Modification of the program start date

The UPF-BSM reserves the right to modify the start date of a program. In such an event, it must notify the interested parties, candidates, admitted candidates or participants at the earliest possible opportunity. The participant can decide whether or not to accept the new dates. If they decide not to, the UPF-BSM will reimburse all the amounts paid up to that point for the application for admission or enrollment.

# Education pathways and modularity

#### **Official Masters**

On this type of program, the educational pathway is defined as a single potential pathway in the corresponding verification report of the Master, successful completion of which leads to a single official Master's degree. Therefore, it is not possible for the student to follow the educational pathway in a modular format or to obtain any qualification other than the official Master's degree on completion of the program, with the attainment of the set of courses that form the program syllabus.

Notwithstanding the foregoing, there are official Master programs that include specialization courses and give the option of choosing elective courses.

#### **UPF-specific qualifications**

In this case, students cannot opt for a modular format either, nor can they obtain any qualification other than the UPF-specific qualification on which they enrolled, on completion of the program, with the attainment of the set of courses that form the program syllabus.

The UPF-BSM makes no commitment to maintaining programs that it runs beyond the academic year in which it is currently running.



# 10 External Academic Internships

In accordance with current legislation regulating the external academic internships of university students, these internships constitute an educational activity undertaken by university students and supervised by universities which aims to enable students to apply and expand the knowledge acquired in their studies, promoting the acquisition of skills that prepare them to perform professional activities, enhance their employability and boost their entrepreneurial capacity.

#### Recipients

Students enrolled on programs worth fifteen (15) ECTS credits or more have the option of doing an external academic internship for a period, which may be curricular or extracurricular in nature. The option of undertaking an external academic internship is always subject to the satisfactorily completing the corresponding selection process for the partner organization, which makes the ultimate decision to contract the student for the internship, without the UPF-BSM's Careers Service being responsible for this contracting under any circumstances.

#### Types of internship

The internships may take place at the university itself, or at UPF-BSM, as well as at its partner organizations, such as national and international companies, public and private institutions and other bodies. There are two types of external academic internships: curricular and extracurricular.

Students who can accredit professional experience in a field related to their studies may apply for its recognition as a curricular internship, on the condition that the program allows for this option. In such cases, the student must submit a formal application through <a href="Mailto:eRegistrar">eRegistrar</a>, attaching the required documentation. This application will be assessed and an appropriate decision will be made.

Moreover, if permitted by the program, the student may undertake studies or projects that require them to apply each of the skills acquired over the course of the program, which can count towards the compulsory credits for the internship course.

The Careers Service will facilitate the establishment of agreements with companies and institutions, giving priority to students who undertake curricular internships over students applying for extracurricular internships, in accordance with the applicable legislation.

For more detailed and up-to-date information on academic internships, please see the specific regulations that apply to them.

# 11. Examination sessions. Assessment. Attaining the qualification. Examination cancellation or exemption

#### 11.1. Examination sessions

The students enrolled on any program will have one examination session per academic year and up to a maximum of 2 opportunities for assessment.

In the event that the student is enrolled on a program that entitles them to receive an official qualification (official Master), they may only sit their examination in the second ordinary session if they comply with UPF's ongoing student status regulations (in other words, if they have completed at least 50% of the credits corresponding to the courses on which they have enrolled for the first year of the Master).

There is the possibility of a third extraordinary examination sessionby sending the following documentation to <a href="mailto:academic.affairs@bsm.upf.edu">academic.affairs@bsm.upf.edu</a>:

- Application using this form



- Letter of recommendation from the Academic Direction of the programme. The student should request the letter from the Academic Director, who should send it directly to <a href="mailto:academic.affairs@bsm.upf.edu">academic.affairs@bsm.upf.edu</a>.

#### 11.2. Assessment

#### 11.2.1. Grading system

Students must be assessed and graded in accordance with the course syllabus and the applicable legislation.

11.2.2. Grade review

Students have the right to have their grade reviewed in the presence of the faculty member responsible for the course.

This review will be conducted on the day and time indicated by the lecturer responsible for the course when the provisional grades are issued. Students will be notified of the result when it is added to their file once the course records have been finalized.

Regardless of whether they have exercised the right indicated in previous sections, the student may <u>submit an application</u> to object against their final grade to the Registrar's Office (in person on the third floor of the Balmes Building, or by email to <u>academic.affairs@bsm.upf.edu</u>). The deadline for doing so is five (5) calendar days from the date on which they were notified of the final grades. The final grade notification date is taken to be the date on which the UPF-BSM notifies the student.

A committee previously appointed by the Dean will respond to the student's application with a decision within five (5) calendar days from the end of the submission period. In the event that it is not possible to convene the aforementioned committee by the stipulated deadline, the UPF-BSM may extend it up to a maximum of thirty (30) calendar days. Before issuing its decision, the committee must hear from the teacher responsible for the course. The decision on the objection will be final, notwithstanding any civil proceedings that the student may be entitled to exercise.

#### 11.3. Attaining the qualification

To obtain the qualification, students must pass the corresponding tests, as well as submitting and getting a pass grade on the required assignments, in accordance with the syllabus of each course (official qualification programs) or the program guide (UPF-BSM or UPF-specific qualifications).

In the case of on-campus or blended programs, accrediting attendance of a minimum of 80% of the entire program's class sessions is an essential requirement. Attendance is personal and non-transferable and any irregularity in its accreditation may lead to the cancellation or suspension of the student's enrollment on the program, without this implying that the student is entitled to any refund nor the remission of the debt owed by the student.

#### 11.4. Examination cancellation or exemption

Participants may freely and without justification cancel a maximum of one examination session per course on the condition that they make a request to this effect to the Program Coordinator at least one week before the assessment test or activity for the course in question. Only in the event of unforeseen reasons that have prevented attendance may such a request be made after this deadline, in which case the student must fill out the <a href="mailto:attached form">attached form</a> and submit it to the Registrar's Office, either in person on the third floor of the Balmes building or by email to <a href="mailto:academic.affairs@bsm.upf.edu">academic.affairs@bsm.upf.edu</a>. These unforeseen causes must be duly justified.

No charge is made for the request to cancel examination attendance, nor is the participant entitled to any refund in this case. Moreover, exemption from sitting the examination does exempt the student from payment for repeating the course in the



following enrollment or up to a maximum of two (2) subsequent years, at which time the student will be considered to have abandoned their studies.

In the case of official Masters, the credits corresponding to the courses for which the student has applied to cancel the examination session will be considered incomplete or failed credits and, as such, they will affect the calculation of ongoing student status.

### 12. Failed or uncompleted credits

In the event that, on the date on which the program finishes, the student has not passed all of the ECTS credits required to obtain the qualification, the student may take the courses of the failed or uncompleted credits again, always taken into account the limited number of examination sessions per course and year, and in accordance with the regulations on ongoing student status in line with the abovementioned terms for programs that entitle students to obtain an official Master qualification on successful completion.

To retake the failed or incomplete credits, students must pay the following fees, on the condition that they comply with the current regulations:

#### Total amount payable

For **Official Master:** 300€ of Reinstatement of enrollment + 20%<sup>(a)</sup> of the price of the valid credit + Academic Tuition

For UPF-specific qualifications (Lifelong Learning Master, Postgraduate (Specialization or Expert) and Advanced Programs: 300€ of Reinstatement of enrollment + 20%<sup>(a)</sup> of the price of the valid credit

For other programs: 50€ of Reinstatement of enrollment + 20%<sup>(a)</sup> of the price of the valid credit

No discount will be applied to these fees, nor can students apply for grants or scholarships in these cases. Neither is it possible to pay these fees in installments.

For those enrolled in programs from 2025-2026 onwards, the valid fee for credits not passed will be 100% of the credit price.

Total amount payable				
For Official Master				
For UPF-specific qualifications (Lifelong Learning Master, Postgraduate (Specialization or Expert) and Advanced Programs	100% of the price of the valid credit			
For other programs				

No discount will be applied to these fees, nor can students apply for grants or scholarships in these cases. Neither is it possible to pay these fees in installments.

<sup>(</sup>a) If the participant chooses an elective course other than the one they have not passed, they have to pay 100% of the course fees, which they will be considered to be taking for the first time.

<sup>(</sup>b) In the case of the official Master, the student must also pay the applicable academic tuition for the academic year in which the student resumes enrollment. The amount that UPF-BSM has notified to the participant for this concept may change if the amount set by the aforementioned decree for academic tuition for the academic year in question is higher or lower than that stipulated by the UPF-BSM. The UPF-BSM will notify the participant about any variations and may take any appropriate measures to regularize the resulting differences, regardless of whether they are in the participant's favor or not.



# 13. Credit recognition and transfer

#### 13.1. Credit recognition and transfer on official qualifications

#### 13.1.1. Concept

The term "credit recognition" refers to the UPF-BSM's acceptance of credits that, having been obtained on an official Master program at the UPF or another university, are counted towards different courses for the purpose of obtaining an official Master's degree.

"Credit transfer" refers to the inclusion on the student's academic record of credits obtained on official programs previously taken at the UPF or another university, which did not lead to the acquisition of an official degree.

#### 13.1.2. Recognition of professional or work experience and unofficial studies

Accredited professional and work experience can also be recognized in the form of credits for the purpose of obtaining an official Master's degree, on the condition that this experience is related to the competencies inherent in this degree.

Under no circumstances will recognition be given for credits corresponding to the Master's Thesis.

The number of credits granted in recognition for professional or work experience and unofficial university studies must not exceed, in total, 15% of the total credits that constitute the syllabus. Recognition of these credits does not include their grade, so they cannot be counted for the purpose of determining the grade point average of the student's academic record.

However, as an exception, credits granted in recognition for unofficial qualifications may account for a higher percentage than indicated in the preceding paragraph or, if applicable, in their entirety, on the condition that the unofficial degree in question has been discontinued and replaced by an official qualification program. In such cases, the verification report for the new syllabus proposed and submitted for verification must state these circumstances and be submitted with the information and documentation defined in the current regulations on credit recognition.

#### 13.1.3. Credit recognition criteria

The criteria for credit recognition are those indicated and justified in the syllabus verification report.

#### 13.1.4. Competent bodies for credit recognition

The Registrar's Office of the UPF-BSM, together with the Dean's Office, will process and make a decision on the applications for credit recognition based on the assessment conducted by the Academic Director of the program.

#### 13.1.5. Credit recognition application procedure

Students must submit a formal application for credit recognition using the <u>form created</u> <u>for this purpose</u>, which must be sent to the Admissions Department (Admissions Service) of the UPF-BSM (by email to <u>admissions@bsm.upf.edu</u> or in person on the third floor of the Balmes building).

#### 13.1.6. Documentation for applying for credit recognition

Applications for the recognition of credits on programs run by other universities or affiliated schools other than the UPF-BSM must specify the courses for which recognition is being requested and their correspondence, as well as attaching the following documentation:



- An academic transcript listing the courses, number of credits and the grade obtained.
- A photocopy of the syllabus taken, duly stamped by the school in question.
- A photocopy of the programs or syllabuses of the courses completed, duly stamped by the school in question.

#### 13.1.7. Inclusion on the academic record

The course will be classified as recognized on the student's academic record once their enrollment has been completed.

Recognized credits will appear on the student's record in accordance with the regulations on grades applicable at the time that this credit recognition takes place.

#### 13.1.8. Fees for applications for recognition and for recognized credits

The recognized credits of the curricular subjects will have a cost corresponding to 25% of the credit price.

Likewise, the student must pay the UPF-BSM the corresponding fee for the credits that must be earned to complete the qualification program. The fee for these pending credits is calculated by multiplying the cost per credit approved by UPF-BSM for the edition of the program in which the student is enrolled by the number of credits that must be earned in order to obtain the corresponding qualification. This fee includes the academic tutelage.

If the person interested in recognizing credits requests it outside the established period, the amount to be paid initially will not be modified, and the price corresponding to 100% of the credit price will be maintained.

With respect to the amounts specified in this section, no discount will be applied for former students of discount the UPF-BSM. Likewise, students who have had credits recognized are not eligible to apply for the scholarship or grant program.

#### 13.2. Credit recognition and transfer on UPF-specific qualifications

Students enrolled on the UPF-specific Lifelong Learning Master programs worth a minimum of 60 ECTS may apply for the recognition credits earned on other unofficial programs at the UPF or other universities up to a maximum of 60% of the total credits required to obtain the qualification or certification.

- **13.2.1.** The applications will be evaluated by the Registrar's Office of the UPF-BSM, which will make a decision based on the report of the Director of the unofficial program. The decision to recognize or transfer credits will be granted on the condition that it is verified that the credits to be recognized were gained on a program that meets the UPF's own academic quality requirements.
- **13.2.2.** The procedure and documentation required to apply for credit recognition or transfer on UPF-specific qualifications are the same as those specified in the corresponding points of Section 13.1 above.
- **13.2.3.** This option is only available within a period of three (3) years from the end of the program taken, except in cases for which another limit has been established.
- **13.2.4.** Likewise, in all matters not regulated in these General Conditions regarding credit recognition on UPF-specific qualifications, the provisions of Section 13.1 above shall apply. Notwithstanding the foregoing, any requirements exclusively enforceable with respect to credit recognition on official Master qualifications shall not apply.



# 14. Full-time or part-time format of official Masters

The format for studies on an official master program may be full-time or part-time, in accordance with the syllabus's verification report.

In programs that entitle students to obtain a UPF-specific degree, a part-time study format is not an option.

Participants interested in a part-time study format must follow the framework and itinerary pre-established by the Academic Directors for each qualification.

# 15. Issuing certificates and other services offered by the Registrar's Office

Requests for certificates, as well as their payment, will be made through eSecretaria. The Registrar's Office will notify the participant of the type of information that can be certified depending on the academic year for which the certification is requested.

The issuance of any certificate is conditional on the student being up to date with their payments for the program in question, as well as their submission of the required academic documentation.



Table of services offered and corresponding costs:

Type of certificate or service	Official qualifications (Official Master)	UPF-specific qualifications + Advanced Programs	Other qualifications (UPF-BSM)	Issuing timeframe (1)
Certificate of procedures (visa processing)		Free		3 to 6 working days
Standard academic certificates of enrollment		€30(2)		
Standard academic certificates of passing the program	N/A	€3	0(2)	3 to 6 working days
Standard academic certificates of completion	€30	N/	'A	3 to 6 working days
Transcript of Records		€40		At least 10 working days
Non-standard customized certificate		€70		At least 10 working days
Syllabus Certificate		€60		At least 10 working days
Replacement certificate	Free of charge (€50 in case of loss of the provisional certificate)	e N/A		At least 15 working days
Additional copy of the certificate	€10			
Copy of the qualification certificate from prior to 2019-2020	N/A	N/A €80		]
Verbatim copy (3) of the e-qualification from 2019-2020 onwards	N/A	€50	N/A	
Legalization of qualification (4)	N/A	€75	N/A	]
Legalization other documents (4)	€75			]
Sending documents by certified post	€25			
Sending documents by courier service	€45			
Sending qualification to Spanish Embassy or Consulate	€70	N/	'A	

#### N/A – not available

It should be noted that the dispatch amounts do not include any potential customs tariffs in the countries to which the diplomas are sent. The interested party will be liable for any such potential customs fees.

 $<sup>^{\</sup>left( 1\right) }$  These timeframes may change during holiday periods.

<sup>(2)</sup> The first enrollment or achievement certificate is free.

<sup>(3)</sup> The verbatim copy is a qualification certificate in a printed format identical to the electronic format and certified by the body responsible for issuing certificates (SIGNE S.A.).

<sup>&</sup>lt;sup>(4)</sup> A higher fee will be charged for any legalizations requested after the stipulated deadlines as they require an individualized service. Please note that the fee for such individual legalizations must be confirmed in advance by the Registrar's Office.



# 16. Issuing qualification certificates

#### 16.1. Official Masters

Participants who have successfully completed the program on which they enrolled must pay the amount stipulated in the current regulations for issuing qualifications applicable at the time that they request the certificate (decree on academic fees published annually by the Catalan Government). Participants will only be considered graduates once they have requested and paid the issuance fees for the relevant certificate.

As participants will not receive the certificate for the official Master program immediately, but rather they can expect to receive it at least a year later, once the program has been completed and the current issuance fees have been paid, the provisional qualification certificate and a Certified Individual Transcript (official grade certificate) will be issued at no additional cost. This transcript can be requested in Spanish, Catalan or English.

Participants may only apply for any academic certificate to be issued and/or manage the issuance of the qualification certificate if they have passed the program, submitted the required documentation and paid the tuition fees within the stipulated periods.

Once issued, the qualification certificate must be collected in person by the participant at the Registrar's Office of the UPF-BSM. To do so, they must show the original of their National Identity Card or passport (the certificate will only be given to the participant on presentation of one of these forms of identification). If it is not possible for them to collect the certificate in person, the participant in question may authorize another person, always by notarized power of attorney, to collect it on their behalf. The power of attorney, which must be in Spanish to facilitate the understanding of its content if the participant wants the certificate to be legalized, can be obtained at a notary's office or at any Spanish consulate or diplomatic representative body abroad. If the participant lives outside Spain, the latter option is the most advisable as it avoids the need for the subsequent authentication and/or translation of the power of attorney with effects in Spain.

In the event that the participant lives somewhere other than Barcelona, after paying the corresponding fee, they may request via eRegistrar that their diploma be sent to the government delegation/sub-delegation or to the embassy/consulate indicated by the interested party. It should be noted that this amount does not include any potential customs tariffs in the countries to which the diplomas are sent. The interested party will be liable for any such potential customs fees.

The Foundation offers guidance on the procedures required for authenticating both the provisional certificate and the official Master's degree certificate itself. This guidance does not include administering and undertaking these procedures.

These diplomas are public documents that are valid throughout Spain. As such, they must not be modified, altered or amended. Any alteration resulting from any potential modifications that affect the content of the diploma (change of name or surname/s, change of nationality, etc.) will require a new duplicate copy to be issued, after making payment of the fees specified in the current regulations. The qualification certificates are issued in a bilingual format (Catalan and Spanish) and, in cases in which the qualification obtained includes a minor in English, this will be indicated explicitly alongside the text in Spanish and Catalan.

#### 16.2. UPF-specific Masters and postgraduate programs

Participants who successfully pass the program that they have enrolled on and have fulfilled the administrative requirements are entitled to receive the program qualification, which, from the 2019-2020 academic year onwards will be issued in a digital format (ecertificate).

The certificates for programs run in English will be issued in the same language.



The certificates for programs run in Spanish and/or Catalan will be issued in the language of the webpage on which the student completed their enrollment. On an exceptional basis, at the express request of the student before the program end date, the certificate can be issued in Spanish or Catalan, as preferred by the student.

#### 16.3. Other studies

Certificates for these programs are issued in the language in which the program is taught and, in cases in which they are not taught in English, the certificate will be issued in the language of the website on which the student completed their enrollment, unless they indicate their preference to the contrary.

# 17. Commitment to quality

In order to fulfill the IDEC Foundation's commitment to quality in the training it provides, we give participants and the whole university community the option to submit their suggestions, feedback, complaints and grievances through various channels established for this purpose.

#### **Satisfaction Surveys**

Throughout the training process, all programs run by the IDEC Foundation involve the due planning of quality assessment surveys. These surveys will be given to participants and the faculty to complete, with the aim of continuously improving the program and the services provided by the UPF-BSM.

#### Student representative for each program

The student representative for each program is responsible for channeling any comments or information that the students wish to communicate to the academic directors of the program, with whom the representative has a direct channel of communication to be able to discuss anything that may be necessary and which affects the running of the program. The representatives can also communicate their comments through the operational manager of the program.

#### Operational manager of the program

The role of the operational manager of the program is to provide another way of channeling any comments or information that the students want to make to the academic directors of the program or the School.

#### Communicating complaints and/or claims with personal identification

To send complaints and claims in the case of issues not considered to be resolved through the abovementioned channels, please complete the <u>attached form</u> and submit it to the Registrar's Office of the School (in person on the third floor of the Balmes Building, or by email to <u>academic.affairs@bsm.upf.edu</u>).

Within forty-eight (48) working hours, the Registrar's Office will acknowledge receipt of the complaint. Moreover, they will follow up the complaint or claim with the areas or departments involved and resolve it within a maximum of fifteen (15) working days from the date on which the acknowledgement of receipt is sent. The interested party will be notified of the resolution by e-mail sent to address indicated on the form. The complainant/s may be asked for clarifications or further information. In this case, the period established for the resolution will be suspended until the additional information is received.

These deadlines may change during holiday periods.



#### Suggestion and Feedback Box without the need for personal identification

As well as all the channels mentioned above that are available to the entire university community, there is also a Suggestion and Feedback Box in which participants can leave any kind of comment, without needing to identify themselves. In this case, each comment received will only be analyzed at an internal level. Participants can also send suggestions or feedback to qualitat@bsm.upf.edu.

## 18. Intellectual Property

In accordance with the current legislation, participants have the right to authorship of the work completed over the course of the programs run by the IDEC Foundation, that they are taking, particularly with respect to their Master's Thesis, in the case of participants taking a Master program. Likewise, participants are entitled to intellectual property protection for their work. These rights and this protection are subject to the terms stipulated in the current legislation on the matter and always on the condition that that this work meets the legally enforceable requirements needed to be considered a work or service protected by intellectual property law. The same consideration will be given to Postgraduate Theses.

Notwithstanding the foregoing, in view of the contribution that UPF-BSM and its faculty have made to the creation of such work, the participants agree to (i) include the following quotation in the credits or in a prominent position in the protected work or service: "Prepared within the framework of the [PROGRAM NAME] program run by the UPF-BSM"; and (ii) to authorize the UPF-BSM to use the protected work or service created within the framework of the UPF-BSM's programs for educational and promotional purposes, as well as to use the author's or co-authors' name and image for such purposes. The pedagogical and promotional use that the UPF-BSM is authorized by the participant to make will only apply to fragments thereof, which must not exceed 50% of the total protected work or service, and never in its entirety. The UPF-BSM must cite the source and the author of the protected work or service.

Furthermore, in cases where the participant's work is prepared within the framework of a specific initiative or project proposed by a company (whether it be the company that the participant works for or a third-party company presenting a challenge, case study, project, etc., to the participant as part of the program run by the UPF-BSM), the participant will be recognized as the author of this work, although the corresponding intellectual property rights (ownership and operating regime for intellectual property rights in relation to the work) will be as agreed between the participant and the company that employs them (in the former case) or as the third-party company has specified to the UPF-BSM with respect to the proposed activity and its results (in the latter case).

# 19. Document Custody

#### 19.1. Student Records

All the documentation submitted by candidates for their entry, admission and/or enrollment (grade transcript, academic qualification certificate, language certification, etc.) on any program run by the UPF-BSM will be safeguarded, without any time limit for storage, by UPF-BSM.

This documentation cannot be returned in any case under any circumstances.

#### 19.2. Examinations or documents on which grades are based



Any examinations and other assessment tests will be stored for as long as is strictly legally necessary. In all cases, a minimum period of one (1) year from the completion date of the program is stipulated for the storage of such documents. This period can be extended by agreement to fulfill the needs or obligations contracted from the UPF-BSM.

#### 19.3. Confidential nature of the Master's Theses

If the student wants their Master's Thesis to be treated confidentially by the UPF-BSM, they must notify their Program Coordinator formally and in writing. Under no circumstances must the confidentiality regime hinder or prevent the fulfillment of the duties of information or accreditation and/or any other duty for which the UPF-BSM is responsible in the standard running and assessment of the program with respect to the UPF or any of the bodies to which it must report.

# 20. Personal data protection, image rights and use of the QR code

#### 20.1. Personal data protection.

#### 20.1.1. Basic information on data protection

The person requesting information, candidate, admitted candidate or participant/student, is hereby notified that the Data Controller of the personal data that they provide, as well as of any data that they provide over the course of the contractual relations as a student or former student, is as follows:

#### 20.1.1.1. Identity and contact details of the Data Controller

- FUNDACIÓ INSTITUT D'EDUCACIÓ CONTÍNUA (hereinafter, "IDEC Foundation"), a private foundation that owns the private higher education institution, a school affiliated to the Universitat Pompeu Fabra, known as the "Barcelona School of Management",
- Registered address at C/Balmes, 132-134, 08008, Barcelona.
- Contact email for matters relating to personal data protection: <a href="mailto:rgpd@bsm.upf.edu">rgpd@bsm.upf.edu</a>

#### 20.1.1.2. Contact details of the Data Protection Officer

The IDEC Foundation has a Data Protection Officer whom anybody interested can contact by email at: dpd@bsm.upf.edu

20.1.1.3. Purposes and justification: The IDEC Foundation will process personal data for the purposes listed below based on the following justification:

Processing justified as necessary for the execution of this contract, as well as for the application of pre-contractual measures in accordance with Article 6.1.b) of the GDPR:

- To offer information on the programs it runs to anybody who requests it.
- To manage payment of the tuition fees, whether it be in a single payment or in installments.
- To undertake the candidate entry and admissions process for any of the courses in its range of programs.
- To give the participant/student with the educational services that they have contracted with respect to the program into which they have been admitted, and for which they have completed the required enrollment, in a due and timely manner and to full effect.
- To manage, prepare and properly monitor the course.
- To manage external academic internships.
- To manage and process the issuance of qualification certificates.
- To manage any payments due to the IDEC Foundation.
- To manage any discounts, scholarships and grants that the IDEC Foundation or a third party may offer the participant/student.



- To deal with any matters resulting from the data subject's status as a current or former student.
- To send electronic commercial communications regarding the IDEC Foundation's services, activities, events and news that may be of interest to the admitted candidates and participants/students, in accordance with the provisions of Article 21.2 of the Spanish Information Society Services Act. These electronic commercial communications will be conducted in compliance with the provisions contained in this legal regulation and, in particular, will give the data subject the option of unsubscribing from them.

Data processing justified by the express consent granted, if the data subject so wishes, through the clauses or acceptance checkboxes established for this purpose, in accordance with Article 6.1.a) of the GDPR:

- To send electronic commercial communications of any type and regarding any services, products, activities, etc., when the data subject has expressly requested or accepted the receipt of this type of communication.
- To disclose the subject's data to the accrediting bodies and/or organizations specializing in rankings at both a national and international level indicated in the corresponding information clauses in order to contact the data subject via any of their usual communication channels to verify and/or validate the information provided by the UPF-BSM and be able to verify their experience at the School.
- 20.1.1.4. Recipients: In general, personal data will not be disclosed to third parties, except in the case of legal obligations or, if applicable, whenever accessing and processing of data is essential for providing a specific service at the IDEC Foundation, in which case the IDEC Foundation will enter into the appropriate data processing agreement with each of these third parties, who will only process the data for the purposes specified in each case.

However, the IDEC Foundation will disclose personal data to the Universitat Pompeu Fabra in order to process the issuance of official qualification certificates by the UPF, similar to the legitimate interests mentioned above.

Likewise, the data may be disclosed to the companies in which the students do external academic internships.

Lastly, in the event that the data subject gives their express consent to do so, the data may be disclosed to accrediting bodies and/or organizations specializing in rankings at both a national and international level.

20.1.1.5. Data storage: Personal data will be stored for the duration of the contractual and business relationship with the IDEC Foundation. Once these academic and contractual relations are finalized, the data will be stored for the period needed to comply with applicable legal obligations (in particular, but not limited to, responding to potential legal claims).

Moreover, in order to send commercial communications, the data will be stored as long as the data subject does not exercise their right of objection to or erasure of the data being processed.

20.1.1.6. International transfer of data: In general, the School does not make any international data transfers. However, in the event that, in order to process a student's participation on a mobility program, their data is transferred to the institutions required for the execution of the contract to which the data subject is party, they will be notified of this transfer expressly.

Moreover, in the event that the data subject gives their consent for their data to be disclosed to accrediting bodies and/or organizations specializing in rankings at both a national and international level, their data may be transferred internationally, as indicated in the corresponding clause.



**20.1.1.7.** Rights: Data subjects may exercise their rights of access, rectification, erasure, restriction of processing, portability and opposition at any time.

Likewise, the data subjects may withdraw their consent at any time.

To exercise these rights, the data subject can send their request to this effect together with a proof of identity, to c/Balmes 132-134, 08008, Barcelona; or by email to rgpd@bsm.upf.edu.

In all cases, if they deem it appropriate, the data subject has the right to submit a complaint to the Spanish Data Protection Agency.

20.1.1.8. Provision of personal data: It is a contractual requirement for the candidate to provide the personal data requested for enrollment in order to enter into the contract. If the candidate chooses not to provide this data, the contract cannot be formalized.

20.1.2. Additional information: Additional information is available in the IDEC Foundation's privacy policy published on the UPF-BSM website: <a href="https://www.bsm.upf.edu/es/politica-de-privacidad.">https://www.bsm.upf.edu/es/politica-de-privacidad.</a>

#### 20.2. Image rights

In accordance with Organic Law 1/1982, of 5 May, on the civil protection of honor, personal and family privacy and personal image, the data subject has the option to check the agree option through which the IDEC Foundation requests their express consent to collect, publish and distribute images (photographs and videos) for information or promotional purposes in relation to the academic, training and institutional activities, allowing the IDEC Foundation to publish these images in the following channels for an unlimited period of time:

- 1. In the organization's internal publications: internal dossiers and sales guides that highlight the value of the services through the user experience.
- 2. On the organization's social media and websites: immediate and potentially permanent publications.
- 3. On other media or channels designed to advertise and promote the organization in any kind of format.

Moreover, the consent given can be withdrawn at any time, and the interested party can exercise their rights as indicated in the previous section.

Furthermore, the data subject is hereby informed that their image (identify card/passport-sized photograph) that they submitted in the enrollment process will be used to identify the student throughout their studies at the School for security and identification purposes, justified by the legitimate interest of the IDEC Foundation. This data will not be disclosed to any third parties and will only be stored for the time strictly required to fulfill the purpose for which it was collected and, in all cases, to determine any liabilities that may arise as a result of this purpose, in accordance with the periods established in the corresponding regulations.

#### 20.3. Use of the QR code

Participants/students are notified that the IDEC Foundation has implemented a system that enables the monitoring of people's access to and exit from its facilities through the use of a QR code.

This involves and requires the processing of their data. Therefore, students are hereby informed that their personal date (full name) will be processed by the IDEC Foundation as the Data Controller for the following purposes: (i) generating the QR required to monitor the participant/student's access/exit; and (ii) recording and monitoring people entering and leaving the building.

The legitimate basis for processing this personal data is the public interest in taking security and protective measures at the facilities, as well as the execution of the



academic and contractual obligations assumed by the participant/student and the IDEC Foundation, within the framework of the training programs run by the latter.

This data will not be disclosed to third parties, unless there is a legal obligation to do so or the participant/student has given their express consent.

The student's personal data and the data for monitoring attendance will be stored for as long as is necessary to fulfill the purpose for which they were collected or, in other words, to enable compliance with the rights and obligations assumed between the participant/student and the IDEC Foundation and the access monitoring data generated by the use of the QR code.

Data subjects may exercise their rights of access, rectification, erasure, restriction of processing, portability and opposition at any time by writing to <a href="mailto:rgpd@bsm.upf.edu">rgpd@bsm.upf.edu</a>. In addition, they can lodge a complaint to the Spanish Data Protection Agency.

# 21. Applicable legislation

The relationship based on training services regulated by these General Conditions is governed by the applicable civil and commercial legislation, the current university regulations, and the regulations on official degrees and UPF-specific degrees, as applicable under the UPF's affiliation scheme and the agreements reached in this respect between the UPF-BSM and the UPF.

# 22. Dispute resolution

Any dispute arising from the interpretation of this document shall be subject to Spanish law and the jurisdiction of the courts and tribunals of the city of Barcelona, with the parties express waiving any other jurisdiction that may apply.

# 23. Stolen belongings

Notwithstanding the other provisions contained in these General Conditions, neither UPF-BSM nor its staff will be liable for any loss, damage, or theft of personal belongings of any kind brought to the premises by students or other occasional users, who must take special care of their belongings at all times.

## 24. Organization of tuition in exceptional situations

The UPF-BSM will organize its tuition in a flexible way that enables the School to adapt to any unforeseen circumstances that may arise, in any case, as well as in response to any regulations that may be implemented by the authorities.

If, at any time, the authorities (university or health authorities, or in any field within the scope of another jurisdiction) recommend limiting in-person classes as much as possible, the management team of the UPF-BSM, in coordination with these authorities, will take all necessary measures to follow the recommendation. As a result, all teaching activity may be conducted 100% remotely during the period specified by the authorities, without the need for the authorities to declare a state of emergency and/or the suspension of inperson tuition and/or formal measures implementing lockdowns or mobility restrictions.