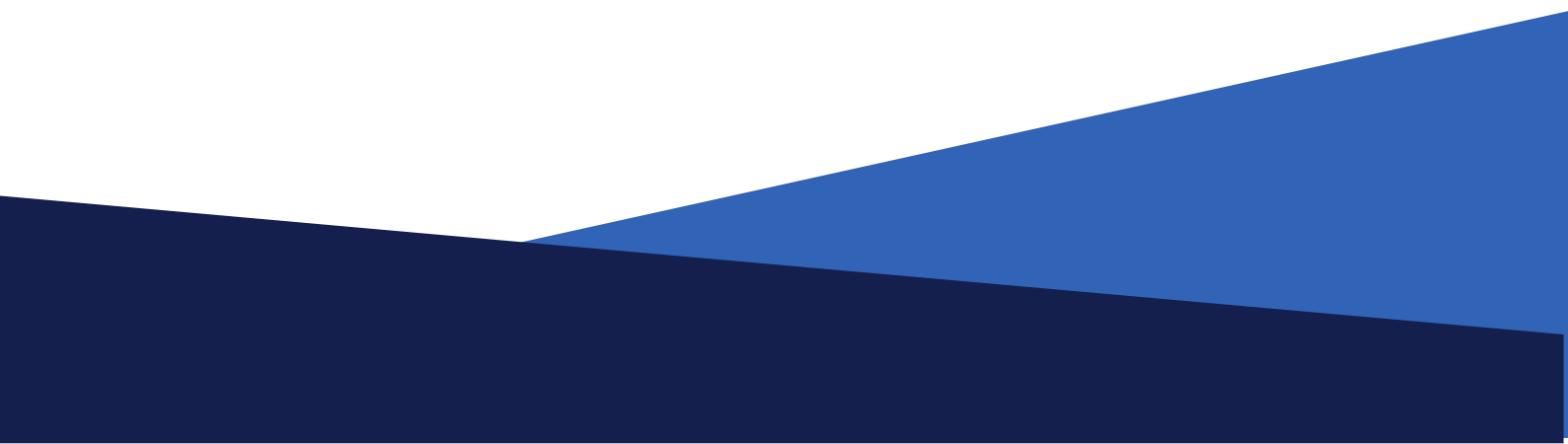


esade

**Regulations Governing the
Ombudsman's Office**



Version tracking

Version	Date	Author	Reviewed by	Changes
1.0	February 2021	<i>Internal Audits</i>	<i>Legal Services</i>	Initial version

Approval

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Introduction

Art. 1 The Ombudsman

Fundació Esade (hereafter, “Esade”) has a designated Ombudsman whose Office is responsible for ensuring that any actions by Esade’s different university bodies and services as well as those by individual community members duly respect the rights and freedoms of all Esade community members. All these rights and freedoms are regulated by Esade’s academic norms and the regulations governing the institution’s functioning.

Art. 2 Area of Action

The Ombudsman’s actions will in no case be executive or administrative in nature. Instead, the Ombudsman’s actions will always be aimed at improving processes and actions within the university area. In no case will the Ombudsman intervene in any matters which are unrelated to the academic realm; nor will it intervene in electoral processes. Similarly, the Ombudsman will not be subject to the imperative mandate of any university institution. This Office’s actions will be governed by the following principles:

- a. Independence: The Ombudsman is completely independent in terms of structure, function and actions within Esade.
- b. Neutrality and impartiality: The Ombudsman will not participate in any matter which could potentially lead to a conflict of interest.

Art. 3 Designation and Incompatibilities

The Esade Board of Trustees will name the Ombudsman after the Director General’s Office forwards the proposed candidate’s name. The Ombudsman’s initial term is for 3 years with the possibility of additional 3-year terms. The Ombudsman cannot simultaneously hold any management, governance or representative positions at Esade.

Excepting the positions described above, the Ombudsman may simultaneously carry out other academic activities, without prejudice to any academic leave or other leaves of absence which might apply.

Candidates for the Ombudsman position can be members of the university community with an impeccable track record and who have been with or linked to the institution for at least 5 years as of the moment they accept this position and so long as less than 2 years have transpired since they were associated to the institution, if applicable.

The Ombudsman’s name and these Regulations will be freely accessible on both the Esade website and intranet.

Art. 4 Cessation

4.1 The Ombudsman will relinquish this post in any of the following circumstances:

- a) Upon terminating the period for which the Ombudsman was designated;
- b) Voluntary resignation;
- c) Unexpected incapacity or disqualification due to a definitive legal or criminal sentence for a wilful crime; and
- d) Non-fulfilment of the obligations of this Office.

4.2 If the cause of the Ombudsman's cessation is a) or b) above, the Ombudsman will continue to serve as such until a successor is duly named.

Art. 5 Functions

The Ombudsman's Office is completely independent within Esade in terms of structure, function and actions. By virtue of this neutrality, the Ombudsman will remain impartial and not participate in any matter which might lead to a conflict of interest.

In no case will the Ombudsman intervene in any matters which are not related to the academic realm or in matters which are subject to legal recourse.

The Ombudsman's responsibilities include:

- a) Receiving and processing reports filed by Esade community members regarding the **functioning of Esade's bodies and services** or **concrete actions by individual community members** when carrying out their duties;
- b) Gathering information from the university bodies and services affected by the aforementioned reports;
- c) Preparing **non-binding** proposals to resolve the situations about which the Ombudsman has been informed;
- d) Presenting recommendations to correct any deficiencies detected;
- e) Directing the person presenting the report, allegation or suggestion to the Ethics Committee for all matters beyond the scope of the Ombudsman's competencies and which represent an infringement of the values and conducts regulated by Esade's Code of Ethics and Code of Conduct or the norms on which they are based;
- f) Informing the Ethics Committee about any questions stemming from the matters it addresses, at all times maintaining due confidentiality; this Office will also inform the Ethics Committee about proposals it believes may in some way reinforce corporate ethics and help to create internal jurisprudence to help to manage and/or process similar matters which might arise in the future;
- g) Participating in mediation processes when duly requested by any of the affected parties;
- h) Maintaining contact with the Universitat Ramon Llull's *Sindic de Greuges* (Ombudsman) whenever an Esade community member has presented a report to said URL Office; and
- i) Preparing an Annual Report.

Art. 6 Procedure to Process Reports, Allegations and Suggestions

1. The Ombudsman will act *ex officio* or at the initiative of any member of the Esade community with a legitimate as well as collective interest.
2. Esade's governing bodies may also ask the Ombudsman to intervene.
3. All reports, allegations and suggestions have to be duly presented to the Ombudsman by the interested parties and by means of a written text detailing their reports, allegations and suggestions, in keeping with that established by this procedure and the template made available to the entire Esade community for this purpose. The text presented has to be simple, direct and concise, while also respectful in tone. In addition, if relevant, the affected parties have to mention any related actions they have already carried out with the university administration and attach any documents which might serve to shed light on the matter.
4. The personal data and other information the Ombudsman receives from those requesting its intervention whether orally or in writing as well as all data and information gathered when carrying out its investigation will be considered strictly confidential and will be processed in keeping with data protection norms.
5. The Ombudsman will not accept the following types of reports:
 - a) Anonymous reports;
 - b) Those without sufficient basis or with a lack of pretence;
 - c) Those which the Ombudsman believes are presented in bad faith;
 - d) Those which do not refer to how Esade's bodies or services function or to actions committed by Esade community members;
 - e) Those whose processing may harm the legitimate interests of third parties; and
 - f) Those which refer to matters which are pending administrative or legal decisions or for which not all prior processes to present reports, allegations and suggestions have been exhausted.

The Ombudsman will duly inform the interested parties about the reasons why it may decide to not proceed with their reports.
6. The period to present reports with the Ombudsman cannot exceed **three months** as of the date the events provoking the report occurred.
7. The Ombudsman will not accept any reports that have not exhausted all prior actions as established in the procedure to present reports, allegations and suggestions.
8. The Ombudsman will not accept any reports pending legal decisions. Similarly, if the affected parties initiate legal proceedings after presenting their reports to the Ombudsman's Office, the latter will automatically terminate its proceedings.
9. The Ombudsman has to duly register all the reports and questions the Office receives and formally acknowledge their receipt.
10. Once the Ombudsman has accepted a report, allegation or suggestion or initiated a report *ex officio*, the Ombudsman will adopt whatever investigative measures it deems pertinent. The Ombudsman may require the parties accused in the reports to present any pertinent allegations, provide the necessary documentation or appear before the Ombudsman to inform the latter. If relevant, the Ombudsman may also inform the affected academic or administrative bodies and request information from them. These bodies are required to provide the data and information requested by the Ombudsman when executing its functions in both a timely and urgent fashion and always within a maximum of **twenty days**.

11. The Ombudsman's decisions and conclusions regarding matters subject to its specific competencies cannot be appealed to Esade. However, they may be appealed to the URL Sindic de Greuges as a last recourse.
12. In its decisions or conclusions, the Ombudsman may issue warnings, recommendations or suggestions to Esade academic and administrative bodies and personnel regarding the protection of community members' rights as well as any legal obligations. However, the Ombudsman can in no way modify or annul any administrative agreements or decisions. In all cases, Esade authorities are obliged to study the Ombudsman's conclusions and suggestions and respond to these **within a maximum of two months' time**.

Art. 7 Mediation

7.1) Initiative:

The Ombudsman may mediate in conflicts regarding university matters which fall within the scope of the Office's competencies and whenever so requested by any member of the university community.

This mediation can begin solely if all the parties involved expressly accept the Ombudsman's participation.

7.2) Mediation process:

Once all the affected parties have expressly accepted the Ombudsman's mediation, the latter will inform them of the appropriate period to present their allegations and any supporting documents.

After this period, the Ombudsman will convene the involved parties to one or more joint meetings to present the formulas the Ombudsman considers appropriate to resolve the question at hand.

7.3) Agreements

The agreements reached through the Ombudsman's mediation will be incorporated into a document which all the parties will be required to sign. Said agreements will be considered binding if all the parties duly agree with their content and they comply with current Esade norms.

Art. 8 Annual Report

The Ombudsman will prepare an Annual Report, detailing all the activities carried out by the Office the previous academic year. This report will include information on the number and type of reports presented, on those which the Office did not accept and the corresponding causes as well as those duly accepted and the Ombudsman's final conclusions. This Annual Report will not include any type of personal or confidential data which could serve to identify any of the interested parties.

Art. 9 Effective Date of These Regulations

These Regulations will be effective the day after their due approval by the Esade Board of Trustees.