**FRAMEWORK COLLABORATION AGREEMENT BETWEEN MIGUEL HERNÁNDEZ UNIVERSITY OF elche (spain) AND UNIVERSITY …**

On the one hand, the **(complete name of the institution)**, (hereinafter also referred to as “**XXX”**), with registered office at **(complete address of the institution)**, and represented by **(name of the person responsible from the institution)**, serving as **(position of the representative from the institution, indicating date and type of appointment of said position, Rectoral Resolution, agreement by institution assembly, etc.)**

And on the other hand, the **Universidad Miguel Hernández de Elche** (hereinafter also referred to as “the UMH”), with registered office at Avenida de la Universidad, s/n, 03202 Elche (Alicante), Spain, VAT number Q-5350015C, and represented by **Vicente Micol Molina**, Vice Rector for International Relations at the Universidad Miguel Hernández de Elche, acting by delegation from the legal representative of the UMH, the Rector, by virtue of the resolution appointing him as Vice Rector, RR 1088/19, of 03 June 2019, and by delegation of the powers conferred by RR 1145/19, of 4 June 2019 (DOGV no. 8569, of 13 June 2019),

**State**

1.- That both institutions share a mutual interest in cultural, technical, educational and scientific fields.

2.- That the collaboration and the exchange of experiences and knowledge, as well as the rendering of services between both institutions are of major interest for their social and cultural progress.

For which reasons, they have decided to establish a Framework Agreement for Collaboration between both institutions in accordance with the following

**clauses**

**FIRST**.- **PURPOSE OF THE FRAMEWORK AGREEMENT**

The aim of this Agreement is to establish a framework of action for collaboration between the **University …** and **Universidad Miguel Hernandez**, in activities which will be encompassed within specific projects of mutual interest to both, and to promote mutual relations of academic, scientific and cultural cooperation, as well as the exchange of lecturers, researchers and students, publications, academic programs and research projects between both institutions.

**SECOND.- THE OBJECT OF THE AGREEMENT**

The collaboration between both entities will be fundamentally based on the following actions:

1. Development of research and projects based on subjects of mutual interest.
2. Diffusion of knowledge through the organization of conferences, meetings, courses etc.
3. Exchanges between lecturers and/or researchers for giving courses and researching.
4. Graduate, Master and Doctorate student exchange for taking subjects at the corresponding level and receiving recognition of the credits achieved in the other institution.
5. Reciprocal support in activities of university extension of mutual interest.
6. To work on the possibility of carrying out shared or joint courses or degrees in order to facilitate the validation and recognition of student qualifications.

**THIRD.- SPECIFIC PROJECTS**

Each of the above mentioned cases of specific collaboration will require the drawing up of a specific project, which will determine the aims and means necessary for carrying it out.

The specific contract proposals will be subject to the approval of the competent departments of each party.

The specific contracts which are encompassed within this framework agreement will be added in an adenda.

Each project, related to both research and teaching as indicated in a specific contract, will contemplate the following aspects if pertinent:

1. Object.
2. Competence and obligations of both parties.
3. Persons in charge.
4. Finance and resources provided.
5. Human Resources, with indications of their corresponding tasks and their role and working situation in the entities they belong to.
6. Calendar and project duration.
7. Evaluation system.
8. Regulation of other characteristics included in the activity.

**FOURTH - FUNDING**

This agreement places no financial obligations or supplementary funding commitments on either party. Expenses for travel, maintenance and accommodation, and insurance cover, besides any other economic aid for staff and student exchanges will be outlined in a specific regulation in agreed collaboration projects.

**FIFTH – EXCHANGE**

Lecturer and Researcher exchange

In order to reinforce joint projects and activities from both Institutions the exchange between lecturers and researchers will be encouraged. To do so the specific agreements should contain:

1. Funding for travel costs and accommodation
2. The mode of travel, accommodation and any support necessary to carry out the projected activities and to help the visitor settle in.

Student Exchanges

Student exchanges will be possible for both undergraduate and post graduate students. The specific agreement should contain:

1. The academic level to which the student would be accepted and the conditions of enrolment.
2. The Degree, Master and Doctorate in which students would be enrolled.
3. Number of students per degree.
4. Mechanisms for the recognition of the studies done abroad.
5. The selection process from the Home Institution and the acceptance of the receiving university
6. Norms that would govern students.

**SIXTH - MANAGEMENT**

Each University will name an Agreement Coordinator who will be the contact between both Universities (see Annex I).

**SEVENTH.- INTELLECTUAL PROPERTY**

The intellectual property rights, in which the persons involved in the exchange of faculty and investigators appear as inventors or authors, will be the property of the universities involved in accordance with their contributions and, in all cases, a joint ownership agreement will be established that will be signed for this purpose.

**EIGHTH.- PROTECTION OF DATA**

The parties commit themselves to comply with the regulations in force regarding the protection of personal data established for this purpose in both countries. In the case of the Miguel Hernández University of Elche, it will comply with the provisions contained in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, concerning the protection of natural persons with respect to the processing of personal data and the free movement of such data. Likewise, in the same manner, the parties commit themselves to comply with, in the terms that apply, the regulations in force regarding the protection of personal data established for this purpose.

**NINETH.- DURATION**

This agreement will take effect on the date of the bilateral signing. It will have a duration of four years and be automatically extended for a single additional period of equal length. Subsequent renewals will require the review and signing of a new agreement.

The termination of this agreement will not interfere in the continuation of unfinished projects, which must be completed except in cases where both parties agree to the contrary.

# **TENTH.- JURISDICTION**

The **University …** and **Universidad** **Miguel Hernandez** promise to solve amicably any disagreement that may arise in the development of this contract.

In the case of conflict due to disagreements about the interpretation or execution of the present contract, both parties agree to comply with the procedural regulations which are specifically applicable.

This agreement is signed in duplicate.

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| --- | --- |
| **UNIVERSIDAD MIGUEL HERNANDEZ**  **DE ELCHE**  Dr. Vicente Micol Molina  Vice Rector for International Relations  (Signature delegated by RR 1145/19, of 04 June 2019 DOGV 8569 of 13/06/2019 | **UNIVERSITY...**  Mr./Ms./Dr.  Rector |
| Date: | Date: |

**ANNEX I**

As stated in the collaboration agreement (Sixth Clause) each University shall name a representative who will be the contact person between universities.

Universidad Miguel Hernández de Elche names Professor. …. (Charge) ….as representative.

Signed: Professor …

University … names Prof. …………….. (Charge) ………………. as representative.

Signed: Professor …