**FACULTY AND RESEARCHER EXCHANGE AGREEMENT BETWEEN THE MIGUEL HERNÁNDEZ UNIVERSITY OF ELCHE AND *(INDICATE NAME OF INSTITUTION)***

The ***(indicate name of institution)*** (“*indicate abbreviation of the institution”*), with registered office at *(indicate complete address of the institution)*, and represented by Mr./Ms. *(indicate name of institution representative)*, serving as *(indicate position of institution representative, indicating date and type of appointment of said position, whether by Rectoral Resolution, agreement by institutional assembly, etc.)*.

And the **Miguel Hernández University of Elche** (“UMH”), with registered office at Avenida de la Universidad, s/n, 03202 Elche (Alicante), Spain, tax identification number Q-5350015C, and represented by **Mr. Vicente Micol Molina,** serving as Vice Rector for International Relations at the Miguel Hernández University of Elche, acting by delegation from the legal representative of the UMH, the Rector, by virtue of the resolution appointing him as Vice Rector for International Relations by RR 1080/19, of 3 June 2019, and by delegation of the powers conferred by RR 278/2021, of 12 February 2021 (DOGV no. 9024, of 19 February 2021).

**STATE**

Their mutual desire to promote exchanges by faculty and researchers by this agreement that will be governed in accordance with the following

**CLAUSES**

**FIRST. PURPOSE**

The parties acknowledge their mutual desire to promote exchanges, either virtual, in-person, or in hybrid formats, by faculty and researchers to strengthen links of cooperation and mutual support with foreign higher education institutions, thereby increasing the number of participants in exchanges by faculty and researchers.

**SECOND. EXCHANGE PROGRAM MANAGEMENT**

Each university will be responsible for establishing internal management mechanisms to ensure that exchanges are carried out properly.

At the UMH, the Service of International Relations, Development Cooperation and Volunteerism will be responsible for managing the exchange program. Email: movilidad@umh.es.

At the *(indicate name of institution)*, the *(indicate name of service/unit along with its email)* will be responsible for managing the exchange program.

**THIRD. EXCHANGE PERIOD**

The parties will make the necessary efforts to promote and foster exchanges by faculty and researchers, either virtual, in-person, or in hybrid formats, for periods to be determined by mutual agreement between the institutions.

**FOURTH. CHARACTERISTICS OF THE EXCHANGE**

Exchange faculty and researchers must present a work plan for the host university, which must be approved before incorporation of the exchange faculty and researchers at the host university. This work plan must address, among others, the following aspects:

1. The mechanisms that each institution will establish for selecting exchange faculty and researchers.
2. The working relationship that the exchange faculty and researchers will establish with their home university and with the host university during exchange periods.
3. The funding and the means of travel, commuting, and accommodations.
4. The necessary support by the host university so that exchange faculty and researchers can perform the planned activities and to accommodate their social and family life, if necessary.
5. The academic and administrative workloads for the foreign faculty and researcher exchange personnel (this is about covering, where applicable, the void left by local participants in cases where the exchanges take place simultaneously).
6. Program to develop: the teaching program, research, community service, cultural service, etc., that is going to be carried out must be defined, and it must indicate its nature and scope.

**FIFTH. OBLIGATIONS AND ECONOMIC COMMITMENT**

Economic commitments originating from the programs and activities contemplated in this agreement will be subject to the availability of funding and the prior approval by the representatives from both institutions.

**SIXTH. INTELLECTUAL PROPERTY**

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

**SEVENTH. DATA PROTECTION**

The parties commit themselves to comply, under the applicable terms, with any standards and/or regulations in effect concerning personal data protection established for this purpose.

Given the existence of various types of exchanges, the type of exchange will be reviewed for each specific case, and the appropriate guidelines established to comply with the regulations in an addendum, which will form part of the documentation from the work plan.

**EIGHTH. DURATION**

This agreement will become effective on the date that it is duly signed by representatives of both institutions. It will be in effect for four years, and the parties may mutually agree to renew it for up to an additional four years at any moment prior to the conclusion of this period. Subsequent renewals will require drafting and signing a new agreement.

The expiration 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.

**NINTH. MODIFICATIONS TO THE AGREEMENT**

This agreement constitutes the express manifestation of the will of the parties in relation to its purpose and contents. Any modification thereof must be made in writing and signed by both parties.

**TENTH. MONITORING AND CONTROL OF THE EXECUTION OF THE AGREEMENT**

The contact people between the two universities, named as Coordinators of the agreement, will be the individuals indicated next, and they will be charged with monitoring and controlling the execution of the signed agreement:

* On behalf of the Miguel Hernández University of Elche, (*indicate position if applicable*) *(indicate name)*.
* On behalf of the *(indicate name of institution)*, (*indicate position if applicable*) (*indicate name*).

**ELEVENTH. GROUNDS FOR TERMINATION**

The following will be grounds for termination of this agreement:

# The effective period of the agreement expires without reaching agreement on its renewal.

# Unanimous agreement by all the signatories.

# In this case, both institutions will take the necessary measures to avoid damages to themselves and third parties alike, and it is understood that actions already begun must continue until their conclusion.

# Breach of the obligations and commitments assumed by either of the signatories.

# In this case, either party may notify the non-complying party and request that it comply within a determined period with the obligations and/or commitments that are considered unfulfilled. This request will be made to the individual responsible for the monitoring, supervision, and control mechanisms for the execution of the agreement as well as the remaining signatories.

# If the non-compliance persists subsequent to the deadline indicated in the request, the party that initiated said request will notify the signatories about the grounds for termination and the agreement will be considered terminated. The termination of the agreement for this reason may entail compensation for damages caused upon the compliant party, in the form that is determined.

# A judicial ruling that nullifies the agreement.

# Any other reason different from those provided in the agreement or in other laws.

**TWELFTH. JURISDICTION AND LEGAL FRAMEWORK**

The *(indicate name of institution)* and the Miguel Hernández University commit themselves to amicably resolve any disputes that may arise throughout the life of this agreement. In case of conflict due to differences in the interpretation or execution of this agreement, both parties agree to subject themselves to the specific procedural regulations that are applicable.

In the case of the UMH, in accordance with Law 25/2014, of 27 November, on Treaties and other International Agreements, this agreement is not regulatory in nature and does result in the assumption of international legal commitments.

**THIRTEENTH. TRANSPARENCY**

In accordance with the provisions from Law 19/2013, of 9 December, on Transparency, Access to Public Information, and Good Governance, in addition to those from the Law of the Generalitat 2/2015, of 2 April, on Transparency, Good Governance, and Citizen Participation of the Valencian Community, and for proper compliance with the requirements of active publicity, which refer to the publication of agreements, this agreement will be published on the UMH Transparency Portal, <http://transparencia.umh.es>.

As proof of conformity, the representatives of the intervening parties sign this document.

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| **MIGUEL HERNÁNDEZ UNIVERSITY****OF ELCHE**Dr. Vicente Micol MolinaVice Rector for International Relations | ***(indicate name of institution)***(Mr./Ms./Dr.) *(indicate full name)**(indicate position)* |
| Date:  | Date: |

This agreement follows the standardized model that was evaluated favorably by the Legal Services at the Miguel Hernández University of Elche on July 13, 2021, and approved by the Registrar at the Miguel Hernández University of Elche on July 21, 2021.