

#### Universidad de Valladolid

Servicio de Relaciones Internacionales

Professor Bibek Banerjee AHMEDABAD UNIVERSITY Head Office Bungalow No.2 Commerce Six Roads Ahmedabad - 380006 India

Valladolid, February, 11th, 2019

Dear Bibek,

I am pleased to send you the **Agreement of International Cooperation** between our institutions (two copies in Spanish and two in English), signed by our Rector.

I would be grateful if you could forward one signed original of each copy back to this International Office (you will find the address at the bottom of the page).

I look forward to a fruitful future cooperation between our two Universities.

Yours sincerely,

Mar Fernández

Director International Relations Area





# FRAMEWORK COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF VALLADOLID AND AHMEDABAD UNIVERSITY

On the one part, the UNIVERSITY OF VALLADOLID (hereinafter UVa) with fiscal identity number (C.I.F. Q4718001C, located in Valladolid, Plaza de Santa Cruz n° 8, and acting on its behalf and representing it, ANTONIO LARGO CABRERIZO as Rector of the University of Valladolid, whose capacity to sign and enter into agreements derives from the provisions set out under articles 90 and 93.i of the Statutes of the University of Valladolid, approved by Agreement 104/2003, of 10 July, of the Regional Government of Castilla y León (regional gazette no. 136, 16 July).

And, on the other part AHMEDABAD UNIVERSITY (hereinafter "the cooperating institution") and located in Commerce Six Roads, Navrangpura, Ahmedabad Gujarat, 380009, India; and acting on its behalf and representing it Professor Bibek Banerjee, as Senior Dean Strategic Initiatives & Planning, by virtue of the powers delegated by the Board of Governors and the Vice Chancellor of Ahmedabad University is authorised to sign this MOU.

The intervening parties do hereby state and recognise each other's legal capacity and the validity of their power to enter into the present cooperation agreement and to that effect.

#### DO HEREBY DECLARE

I. That the UVa is an institution governed by public law, with its own legal personality, whose responsibility it is to manage the public service of higher education by engaging in activities related to teaching, study and research. Its aims include supporting mobility and exchange of teaching staff and students as well as administrative and service staff, with other Spanish and overseas universities, thus promoting cooperation for the progress of society (art. 6.2.a) of its Statutes). The present agreement is framed within the definition set out in article 47 of Law 40/2015, of 1 October, of the Legal Provisions Governing the Public Sector and fulfils the requirements laid down under article 48.3 of said provisions.

II. That Ahemdabad University is a private university governed by the public law of the state of Gujarat, India, with its own legal personality. That the main activities of Ahmedabad University include provision of services in higher education by engaging in activities related to teaching, research, consultancy, incubation, and executive education. The University is dedicated to fostering the continuous progress of the self and the society, aspiring to become an exemplar the transformation of higher education and research in India.

III. That the two parties share common and/or complementary goals as well as the competence to justify their action through the present agreement and that, therefore, it is their wish to engage in cooperation which, in an ongoing manner, will help them to undertake their functions better. In addition, and as a result, it is the desire of the two parties to enter into the present cooperation agreement so as to establish a legal and institutional framework that will regulate and set out in detail their respective commitment.

Pursuant to the above, the two parties do hereby give their consent and agree to sign the present





cooperation agreement, which shall be governed by the following:

#### **CLAUSES**

#### FIRST. PURPOSE OF THE AGREEMENT

The present agreement aims to facilitate inter-university cooperation through the following activities:

- Exchanging researchers, teaching staff, administrative staff and students, within the framework of the provisions established between the two countries.
- Organising coordinated teaching, research and executive education activities.
- Carrying out research and/or innovation projects in accordance with the available budget in any of the areas of interest common to both universities.
- Jointly conducting historical, language or any other type of publication which may respond to the common interest of both universities.
- Organising international congresses and conferences.

#### SECOND. PAYMENT OF FEES BY EXCHANGE STUDENTS

Exchange students shall pay the enrolment fees at their home university and will be exempt from paying the registration fees for courses that are part of the official curriculum at the host university, provided there is no specific clause stating otherwise in the corresponding specific agreement. Exchange students must, however, pay whatever administrative fees, should there be any, which may be applicable at both universities.

#### THIRD. CONTROL AND FOLLOWUP MECHANISMS

It is hereby agreed that each party shall appoint two persons to be in-charge of follow-up and management control in order to ensure that all the stipulations set out under the present agreement are complied with until such time as the said agreement expires.

The University of Valladolid shall appoint the vice rector competent in the area, or the person delegated by him/her as well as the person in charge of the Direction of the International Relations Service.

On behalf on Ahmedabad University the senior Dean of Strategic Initiatives & Planning, or persons delegated by him/her will be responsible to coordinate activities under the cooperation.

The persons designated shall form part of a Mixed Follow-up and Control Commission set up and hoc pursuant to the present agreement.

#### FOURTH. INTELLECTUAL PROPERTY

the intellectual property rights, in which the persons participating in the exchange appear as inventors or authors, shall be the property of the universities involved in accordance with the contributions made and, in all instances, in accordance with the stipulations set forth in the corresponding specific agreement in which ownership and exploitation of the results shall be determined.

#### Universidad de Valladolid

#### FIFTH. DATA PROTECTION

The party agree to abide by current legislation in the matter of protection of data of a personal nature established for said purpose in each country.

#### SIXTH. DISSEMINATION AND ADVERTISING

The parts agree to include their respective logos in any and every medium, platform or document which makes reference to their joint activities. No party shall use the brand name logo, and/or trademark of the other party without the prior written consent of the owning party.

Signing the present agreement serves as authorisation from the rector for use of Uva logos, in compliance with article 9 of said university's Statutes.

#### SEVENTH, VALIDITY

This agreement shall come into force after it is signed by both parties and shall remain in force for a period of four years. At any moment prior to the conclusion of the period foreseen in the previous section, the signatories of the agreement may unanimously and expressly agree to an extension thereof for a period of up to a further four years or may agree to its termination.

### EIGHTH. MODIFICATION, EXTINCTION, EFFECTS AND TERMINATION

Any amendment to the content of the agreement shall require the signatories to agree unanimously thereto. The agreement shall be deemed concluded as a result of the actions for which it was drawn up having been completed or due to any of the causes foreseen for the termination thereof. Said causes of termination are those established for said purpose in the applicable legislation of the two countries.

Completion or termination of the agreement shall give rise to the dissolution thereof so as to determine the obligations and commitments of each of the parties. As regards any ongoing action, at the proposal of the Mixed Follow-up Commission, the parties may agree to the continuance or termination thereof, and establish a non-expendable period for the conclusion thereof, after which period said activities must be discontinued.

## NINTH. LEGISLATION APPLICABLE TO THE AGREEMENT AND SETTLEMENT OF DISPUTES

The present agreement is administrative in nature and its interpretation and application shall be subject to the legal provisions applicable to each of the signatory institutions, in particular with regard to the rules specifically governing this type of action.

Both parties agree to seek to resolve amicably and within the Mixed Follow-up Commission any issues which may emerge concerning the interpretation of the present agreement. Should any disputes arise concerning the interpretation or implementation of the present agreement, and depending on the nature of the dispute and its place of origin, both parties agree to submit to the procedural law specifically applicable in their respective countries.

And in witness thereof, the parties do hereby sign the present agreement in duplicate, and in two versions (Spanish and English), both of equal validity and for this sole purpose, at the place and on the date indicated below.





ON BEHALF OF:

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THE UNIVERSITY OF VALLADOLID

AHMEDABAD UNIVERSITY

Signed: ANTONIO LARGO CABRERIZO

Rector

Date: 03 OCT. 2018

Signed: PROFESSOR BIBEK BANERJEE

Sr. Dean Strategic Initiatives & Planning

Date: