



MEMORENDUM OF AGREEMENT AND COLLABORATION

between

University of Valencia

and

ESSCA, School of Management

GENERAL PREAMBLE

1. The parties to this Agreement and its object

- 1.1 **University of Valencia (henceforth “UV”)** and **ESSCA, School of Management (henceforth “ESSCA”)** declare their intention of cooperating in fields of study, teaching, research, and continuing education.
- 1.2 **UV** and **ESSCA**, are members of the International Business School Alliance (henceforth **IBSA**) in order to collaborate in the provision of a full-time master’s degree programme with a dual award the (“**IBSA Programme**”). The parties undertake to deliver the IBSA Programme – where all the modules are validated in each institution – to students who are admitted in accordance with the admission procedures stated in the approved definitive Programme Specification (as amended from time to time) as contained in the Course Handbook (hereafter “**Students**”)
- 1.3 The IBSA Programme for **UV** and **ESSCA** includes the following awards:
 - (a) MSc in International and Sustainable Management from **ESSCA, School of Management (ESSCA)**, accredited by **AACSB, AMBA and EQUIS**
 - (b) MA International Business Administration from **University of Valencia (UV)**
- 1.4 Semester one of the IBSA Programme will provide Students with 30 ECTS of core modules, setting the context of the broader field of business and management, whilst semesters two and three will each provide 30 ECTS of specialization modules and a final research project, named as Master Thesis, worth 30 ECTS including a research proposal, related to the chosen specialist business area. By the end of the programme, Students will earn a total of 90 ECTS.

2. The purpose of this Agreement

- 2.1. This Memorandum of Agreement and Collaboration (“Agreement” sets out the agreement between the parties in respect of the IBSA Programme and summarizes the matters for which the parties are responsible in respect of course rules and management, quality assurance and the standards of the awards. Also, by signing the Agreement the two institutions indicate their willingness to encourage cooperation and contact between schools/faculties and departments through.
 - Exchange of graduate students in the IBSA programme,
 - Exchange of staff and faculty,
 - Joint research activities,
 - Exchange of publications, reports, and other academic information and,
 - Other activities as mutually agreed.



- 2.2. Both parties understand that all financial arrangements will have to be negotiated and agreed upon with due regard to the availability of funds and other resources. Specific details for the implementation of activities will be developed mutually and agreed in writing for each particular project.
- 2.3. Subsidy, if available, may be made to persons taking part in these exchanges for their travel and living costs by either University of Valencia or **ESSCA**, as appropriate. It is of considerable importance that the IBSA Programme be so designed that minimal additional costs be incurred by participants, especially Students. Conditions and insurance and liability laid down by the Host Institution (where "Host Institution" means the institution where the Student has registered for the semester one or semester two/three study on the IBSA Programme, as applicable) shall apply to the participants in the IBSA Programme.
- 2.4. Both universities subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, color, sexual orientation, age, ethnicity, religion, national origin, or disability.
- 2.5. On successful completion of the IBSA Programme, Students will be eligible for both of the following dual awards at Master level from each attended partner institution under this Agreement:
 - (i) MA International Business Administration from **University of Valencia (UV)** and (ii) MSc in International and Sustainable Management from **ESSCA, School of Management (ESSCA)**

PRINCIPLES OF AGREEMENT AND RULES FOR SEMESTER LONG STUDENTS EXCHANGE

3. The separate responsibilities of the parties

- 3.1. Each institution is responsible for the quality of the modules delivered by them. Final authority on all matters relating to the academic standards of the course leading to the different awards lies with the relevant authority of the respective institutions.
- 3.2. UV is responsible for:
 - satisfying any external requirements in respect of approval, monitoring and conferment of the MA International Business Administration
 - enrolling the students who choose to attend semester one or semesters two and three at **UV** , subject to minimum and maximum threshold number to be achieved. The minimum and maximum student number is stated by the **UV** Academic Course Committee
 - delivering semester one modules for the enrolled Students
 - delivering the specialization semester two modules and tutoring Students in their final research project related to the specialization in semesters two and three
 - delivering orientation or welcome sessions at the beginning of semesters one and two
 - providing all the relevant material for the programme
 - contributing to the academic quality of the IBSA Programme by assisting ESSCA in meeting the requirements of their separate authorities and to exercise their joint responsibilities through an agreed management structure which provides for cross representation.
- 3.3. **ESSCA** is responsible for:
 - satisfying any external requirements in respect of approval, monitoring and conferment of the **MSc International and Sustainable Management**
 - enrolling the students who choose to attend semester one or semesters two and three at **ESSCA**, subject to minimum and maximum threshold number to be achieved. The minimum and maximum student number is stated by ESSCA Academic Department
 - delivering semester one modules for the enrolled Students
 - delivering the specialization semester two modules and tutoring Students in their final research project related to the specialization in semesters two and three

- delivering orientation or welcome sessions at the beginning of semesters one and two
 - providing all the relevant material for the programme
 - contributing to the academic quality of the **IBSA Programme** by assisting **UV** in meeting the requirements of their separate authorities and to exercise their joint responsibilities through an agreed management structure which provides for cross representation.
- 3.4. Each Party will have full responsibility for any insurance claims raised against it in respect of Students (other than where directly caused by the negligence of the other Party or its staff).
- 3.5. Neither Party (hereafter the Limiting Party”) shall be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss (whether direct or indirect) damage, costs or expenses incurred or suffered by the other Parties as a result of any breach by the Limiting Party of the terms of this Agreement and/or any negligence of the Limiting Party.
- 3.6. Subject to clause 3.8 below, the intellectual Property Rights (which means patents, registered and unregistered designs, copyrights, trademarks, services and trade names (whether registered or not)) and all other intellectual property protection (wherever in the world enforceable) in any IBSA Programme Materials (which means all Materials, documents, information, concepts, ideas, inventions, improvements, designs, and know how whether patentable or not which may be conceived, invented or developed in the course of creating, amending or delivering the IBSA Programme under this Agreement) shall vest in and be owned by the Party, or its employee(s) as the case may be, responsible for creating and/or developing the relevant IBSA Programme Materials unless otherwise agreed in writing between the Parties.
- 3.7. Where any Programme Materials are jointly created and/or developed by the Parties (“**Joint Programme Materials**”), the Intellectual Property Rights in such Joint Programme Materials shall vest in and be owned by the Parties jointly.
- 3.8. Each Party hereby grants to the other Party a non-exclusive, non-transferable, royalty free license (without the right to sub-license) to use any Intellectual Property Rights owned by the granting Party (which for the avoidance of doubt included the Intellectual Property Rights in the Joint Programme Materials) solely for the purposes of performing such other Party’s obligations and exercising such other Party’s rights under this Agreement.
- 3.9. No Party shall make any modifications to any of the Programme Materials without the prior written consent of the relevant Party.

4. Tuition Fees

- 4.1. Students from both institutions will be fee-paying exchange students at the Host Institutions.
- 4.2. The parties agree that each Student will pay forty-five (45%) of the Tuition Fee (where “Tuition Fee” means the fee payable by Students for the IBSA programme) for the applicable Academic Year to the Home Institution for semester one. The Host Institution for semesters two and three shall be paid the remaining 55% of the Tuition Fee, with each party receiving the required tuition fee payment directly from the Student
- 4.3. In the event of a Student withdrawing from the Programme, any refund of Tuition Fees will be made in accordance with that party’s policies and regulations (to whom the Student paid the Tuition Fee) provided always that all Students on the IBSA Programme shall have equitable treatment as between the parties.
- 4.4. All travel, accommodation, and subsistence expenses incurred by each party’s staff for the purpose of managing the IBSA Programme shall be borne by the employing party. Any Party may provide some hospitality at its discretion for visiting staff from the other Party.
- 4.5. All costs incurred by any Student, by way of example only, for travel, education, materials, insurance, etc., shall be the responsibility of solely each Student and neither party shall be held liable for such charges by other party. Each Party shall ensure that the financial requirements of such Party shall be communicated to applicants and to Students in timely and reasonable manner.



- 4.6. For the avoidance of doubt the Parties agree that there shall be no payments made by any Party to another Party under this Agreement

5. Eligibility and language proficiency

- 5.1. Participation in this double degree programme will require that the students meet, in any case, the requirements for access and admission to the aforementioned university degrees, in accordance with the regulations in force at each university.
- 5.2. Participating Students will be selected by their Home Institution (where "Home Institution" means the institution of the first registration) on the bases of the following criteria (there may be exceptions in appropriate cases): the Students should (1) be citizens or permanent residents of the country of their home university, and/or hold a valid student visa for study in the host country; (2) have good to excellent academic performance records, (as each applicable Home Institution defines such criteria); and (3) meet all specific requirements set down by the home university and host university, including language proficiency as specified by the home/host institution.
- 5.3. **ESSCA** and **UV** require TOEFL or IELTS scores, as stated in the Course Handbook and university selection criteria for the IBSA Programmes, for Students who are non-native speakers of English or have not completed previous undergraduate studies in English.

6. Student Selection and Termination

- 6.1. Students seeking admission to the Host Institution under the terms of this Agreement shall meet the admissions requirements of the Host Institution. Students must comply with all application deadlines and documentation required in the required form as set forth by the Host Institution. The exact programme of study will be determined by the Student with approval of academic advisors at both the home and Host Institution.
- 6.2. The Host Institution shall have the right to terminate the exchange programme of any Student who violates university policies, rules, or regulations, as specified in such policies and regulations.
- 6.3. Students are subject to the policies, regulations and procedures of the party at which they are in attendance (i.e., the module provider), (hereafter the "**Attending Party**") relating to academic appeals, complaints, discipline and/or academic and non-academic regulations of the Attending Party. Any alleged breach of such policies, regulations, and procedures or any such complaints will be dealt with by the Attending Party in accordance with its respective policies, regulations, and procedures, as amended from time to time. In the event a complaint by a Student is brought to the Office of the independent Adjudicator ("**OIA**") in the Spain, **ESSCA** agrees to fully cooperate and abide by the procedures implemented by **UV**, as amended from time to time, to participate in the OIA scheme.

7. Enrolment of Students

- 7.1. At enrolment Students must indicate where they want to attend the second and third semesters.
- 7.2. Students will attend the first semester in their chosen Home University and will attend the second and third semesters and complete the final research project in one of the other partner institutions holding a bilateral agreement with **ESSCA**.

8. Credit and Grading

- 8.1. **UV** agrees to accept **ESSCA** earned credits in relation to the IBSA Programme; likewise, **ESSCA**, agrees to accept earned credit (ECTS) from **UV** in meeting its degree award requirements in relation to the IBSA Programme.
- 8.2. Grading scales are jointly developed by the Host Institution and Home Institution as printed in the IBSA Course Handbook.



9. Course selection

- 9.1. Both parties will provide Students with individual assistance in selecting modules. Students on the exchange programme will choose their modules from the regular catalogue offerings of the Host Institution for which they are qualified, as appropriate. The Host Institution reserves the right to restrict particular module areas if there are limited resources and/or availability. The areas of restriction shall be communicated to the other institution annually and as early as is reasonably possible in the circumstances.

10. Transcripts

- 10.1. The institutions will provide each other with adequate and reasonable information on the performance of the participating Students, including a transcript (or its equivalent) as soon as practicable after the students' completion of the exchange. Both parties will have due regard to the requirements of protecting personal data and sensitive personal data, as is required in the jurisdiction of each such party.

11. Other Expenses

- 11.1. The payment of housing together with the payment for all travel, medical insurance, medical costs not covered by insurance, food, subsistence costs, books and other educational materials shall be the sole responsibility of the individual Students participating in the IBSA Programme. Neither Home Institution nor Host Institution shall be held liable for any such charges. Travel must be paid by the participants.

12. Living Arrangements

- 12.1. Subject to clause 11 above, both institutions will, to the best of their abilities, assist Students to obtain living accommodations.

13. Insurance

- 13.1. Students from **UV** will be required to enroll in a student health insurance policy at **ESSCA** or provide proof to **ESSCA** that their coverage is adequate for health coverage in France. Students from **ESSCA** will be required to enroll in a student health insurance policy at **UV** or provide proof to **UV** that their coverage is adequate for health coverage in Spain.

EXCHANGE OF FACULTY, STAFF, AND ADMINISTRATOR

14. Exchange principles

- 14.1. Both institutions declare their willingness to encourage exchange of faculty, staff, and administrators. The persons taking part, the length of the exchange, the nature of the programme, and other aspects of content and organization will be agreeing upon separately in correspondence between the chief administrative officers of both institutions or their authorized representatives.

15. Approval

- 15.1. All exchanges require the approval of both institutions. An exchange may proceed between a **ESSCA** employee and a **UV** employee in the same, or closely related, field of study. Exchange partners will receive their monthly salaries and benefits from their home institutions for the duration of the exchange. The appropriate administrators at both **ESSCA** and **UV**, in each case, must approve an exchange in their area of responsibility. At **ESSCA**, these administrators include the academic dean and department chair or unit head. At **UV**, these administrators include the programme director and the dean.

16. Responsibilities

- 16.1. Certain flexibility is advisable and desirable in determining teaching, research, or service responsibilities (both regarding the teaching discipline area and departmental and curricular assignments) and other duties at the host institution. It is expected that exchange participants involve themselves in the welfare and advising of the exchange students from their respective home institution and that they promote the



relationship between both institutions by establishing and facilitating contacts between staff members interested in future exchange opportunities.

17. Housing

To keep additional costs as low as possible, exchange employees may exchange living accommodations. However, in each case, such agreement must be approved by the individuals involved and constitute private agreements between them.

JOINT PROJECT

18. Joint Projects

- 18.1. Both institutions declare their willingness to carry out joint projects in fields of research, teaching, or service where a mutual interest of the academic staff of each institution is expressed.

EXECUTION, DURATION, AND CANCELLATION OF PROGRAMME

19. Execution and Duration

- 19.1. This Agreement will take effect from the Commencement Date when it has been duly signed by the appropriate administrative officers of the participating institutions. Modifications of this Agreement can only be undertaken in written form and with mutual agreement.
- 19.2. This Agreement shall be in effect for four (4) years as of 1 October 2022 ("Commencement Date") and run in force until 31 September 2026 (inclusive) unless terminated earlier by either party. Upon expiration of this Agreement, it will be reviewed by both parties for the possibility of renewal.

20. Cancellation of Programme or Termination

- 20.1. Either party may terminate this Agreement by giving the other party written notice:

20.1.1. of no less than six (6) months in advance;

20.1.2. forthwith in the event of a material breach of this Agreement, such breach having not been remedied within 60 calendar days of notice of such breach having been provided by the other party in writing.

In all cases of termination, any individual who have commenced their exchange experience at the date of termination may complete their courses of study and each party hereto agrees to carry out their responsibilities under clause 3 until completion of the respective programme.

21. Force Majeure Clause

- 21.1. In the major event that the performance of the obligations under this Agreement is prevented or delayed by reason of Force Majeure, the affected party shall promptly upon occurrence of any such causes inform the other party, stating that such cause has delayed or prevented its performance hereunder and thereafter such party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one (1) month, the parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements. In the event of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God or natural disasters, epidemics and pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign



nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.

22. Successor and Permitted Assigns

22.1. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

23. General Terms

23.1. None of the Parties shall, without prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), be entitled to perform any of its obligations through any other company or entity or to assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

23.2. Each Party shall comply with all applicable laws, statutes, by-laws, and regulations of a governmental nature relating to the operation of the IBSA Programme under this Agreement.

23.3. This Agreement supersedes all prior agreements, arrangements and understandings between the Parties relating to the Programme, and constitutes the entire Agreement, save and except for each Party's university policies and regulations, between the Parties relating to the offering of the IBSA Programme.

23.4. Neither of the Parties is relying on any representations or warranties except those expressly set out in this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

23.5. No Party shall:

23.5.1. offer or agree to give any person working for or engaged by the other Party any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Parties; nor

23.5.2. enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the other Party, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to each Party before execution of this Agreement.

23.6. Subject to the rights of each Party approve amendments to the IBSA Programme, and amendments from time to time to its university's regulations, no variation of this Agreement (including its Appendix and/or Schedules) shall be binding, unless it is in writing and signed by authorized representatives of the respective Parties.

23.7. The Parties shall be entitled to add further Appendices and Schedules to this Agreement. Signing and dating of each new Appendix or Schedule by authorized representatives of all the Parties will be sufficient for that Appendix or Schedule to be incorporated into this Agreement.

23.8. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership, or employer and employee, or principal and agent relationship between any of the Parties. No Party shall have any right, power, or authority to create any obligation express or implied on behalf of any other Party.

23.9. The failure of any Party at any time to enforce any of the provisions of this Agreement or exercise any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.



- 23.10. This Agreement shall be governed and construed in accordance with Spain's law, save and except for clauses 23.11 and 23.12 which are governed by French and Spanish law. Any dispute which may arise between the Parties concerning this Agreement may be determined by the Spanish courts and the Parties hereby submit to the non-exclusive jurisdiction of the Spanish courts for such purpose.
- 23.11. Collaboration between the signatory parties entails the transmission of personal data registered in physical support, as well as its subsequent treatment, for which the parties are committed to compliance with the legislation in force on data protection in France and in Spain, as well as to the adoption of the necessary measures in each case to ensure that the said protection is real and effective.
- 23.12. **UV** acknowledges that **ESSCA** is subject to the requirements of the France Ministry of Higher Education and agrees to provide all necessary assistance as may be reasonably requested by **ESSCA** to enable **ESSCA** to comply with its obligations under that Act.
- 23.13. Complying with Law 2/2015, of 2 April, of the Valencian Government, regarding Transparency, Good Governance and Citizen Participation in the Comunitat Valenciana, the UV shall proceed to publish the present agreement and its full text on its transparency website.

24. Notice

- 24.1. Any notice required to be given under this Agreement shall be sent to the respective university address listed below for the attention of the Vice Chancellor and Provost and Vice Chancellor for Academic Affairs or to such other address or facsimile or telex number as is notified in writing from time to time by any party to the other. Any such notice shall be deemed to have been received:
- 24.1.1. if delivered personally, at the time of delivery;
- 24.1.2. in the case of pre-paid recorded delivery or registered post, seven (7) Business Days from the date of posting;
- 24.1.3. in the case of registered airmail, seven (7) Business Days from the date of posting;



24.2. The addresses of the Parties for the purposes of clause 24.1 are:

ESSCA, School of Management

Address: 1 rue Joseph Lakanal, BP 40348-49003 ANGERS Cedex 01, FRANCE

For the attention of: Dr Jean CHARROIN, Dean and CEO of ESSCA, School of Management

University of Valencia

Address: Avenida Blasco Ibanez 13, 46010 Valencia SPAIN

For the attention of: Dr. M^a Vicenta Mestre Escrivà, Rector, Universitat de València

IN WITNESS WHEREOF this Agreement has been executed on the day and year written above

For ESSCA, School of Management

For University of Valencia

(signature)

Dr Jean CHARROIN
Title: Dean and CEO

4/07/2022

(signature)

Title:

RECTOR

Date
Association ESSCA

1, Rue Lakanal - B.P. 40348

49003 ANGERS CEDEX 01

APE 8542 Z - SIRET 786 116 723 00010

Date *8/02/2023*

**ANNEX I
STUDENT ACADEMIC PATHWAY**

| UNIVERSITAT DE VALÈNCIA | | | ESSCA | | |
|---|------|------------|--|------|------------|
| MODULE | ECTS | PERIOD | MODULE | ECTS | PERIOD |
| Human Resource Management in the Global Environment | 5 | Semester 1 | Humane Resource Management in the Global Environment | 5 | Semester 1 |
| Global Marketing Strategies | 5 | Semester 1 | Global Marketing Strategies | 5 | Semester 1 |
| International Finance | 5 | Semester 1 | Multinational Financial Management | 5 | Semester 1 |
| Global Strategic Analysis | 5 | Semester 1 | Global Strategic Analysis | 5 | Semester 1 |
| Business Intelligence | 5 | Semester 1 | Business Analysis | 5 | Semester 1 |
| Global Business Planning | 5 | Semester 1 | Introduction to Sustainable Management | 5 | |

SPECIALIZATION AT UV

| MODULE | ECTS | PERIOD |
|--|------|--------|
| Integrated marketing communications | 7,5 | Sem 2 |
| International Distribution and Logistics | 7,5 | Sem 2 |
| Service Marketing and Management | 7,5 | Sem 2 |
| International Marketing Research | 7,5 | Sem 2 |

| | | |
|---------------|----|-------|
| Master thesis | 30 | Sem 2 |
|---------------|----|-------|

SPECIALIZATION AT ESSCA (until fall 2023 before redesign of the curriculum)

| MODULE | ECTS | PERIOD |
|---|------|--------|
| Energy and ecological economics | 6 | Sem 2 |
| Global sustainable business and CSR | 6 | Sem 2 |
| Sustainable supply chain and quality management | 6 | Sem 2 |
| Sustainable HRM and marketing | 6 | Sem 2 |
| Global sustainable finance | 6 | Sem 2 |

| | | |
|---|----|-------|
| Master thesis and company project or internship | 30 | Sem 2 |
|---|----|-------|



