



MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF TECHNOLOGY SYDNEY

and

UNIVERSITAT DE VALÈNCIA

THIS MEMORANDUM OF UNDERSTANDING is made **BETWEEN:**

UNIVERSITY OF TECHNOLOGY SYDNEY
New South Wales, 2007 Australia (“**UTS**”)

of 15 Broadway, Ultimo,

AND

Mrs. María Vicenta Mestre Escrivá, Honourable Rector of Universitat de València (Estudi General), with registered office in València, 13, Avda. Blasco Ibáñez (CP 46010) and with CIF: Q-4618001-D, acting on behalf of and representing it, legitimized for this act by virtue of article 94 of the Statutes of Universitat de València and empowered as of its appointment by Decree 25/2022, of March 11, of Consell de la Generalitat (DOGV no. 2022/9297 of 14/03/2022) (“**UV**”)

RECITALS

- A. The University of Technology Sydney Australia is a tertiary institution and body corporate established under the *University of Technology Sydney Act 1989* (NSW). UTS has strong links to industry, the professions and the community and has a growing research reputation and a strong commitment to internationalisation.
- B. Universitat de València is an institution governed by public law, with its own legal personality and assets. Its mission is to provide the necessary teachings for the training of students, the preparation for the exercise of professional or artistic activities and the obtaining, where appropriate, of the corresponding academic titles, as well as for the permanent updating of knowledge and training, of its staff and teachers at all levels of education.
- C. The parties (“Parties”) wish to enter into this MOU to promote cooperation between them and to strengthen innovative collaboration in mutually acceptable fields of teaching and learning.

NOW THE PARTIES AGREE AS FOLLOWS -

1 Interpretation

- 1.1 In this MOU unless the context otherwise requires or the contrary intention appears, the following terms will have the meanings assigned to them –

Date of Execution means the date on which this MOU is signed by the Parties, as noted on the execution page at the end of this MOU.

Extended Term means the extended term as set out in clause 3.

MOU means this document and all schedules to this document.

Term means the term as set out in clause 3.

- 1.2 In this MOU, the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of any of the terms and conditions of this MOU.

2 Purpose of MOU

- 2.1 The purpose of this MOU is to promote co-operation between UTS and UV. UTS and UV agree that within the fields that are mutually acceptable, they intend to pursue the following general forms of cooperation:

- a. Visits by and exchange of students for the purposes of study;
- b. Visits by and interchange of staff for the purposes of teaching and discussions;
- c. Exchange of information including, but not limited to, exchange of library materials and publications;
- d. Joint participation in internationally funded projects;
- e. Joint course development and delivery; and
- f. Participation in seminars and academic meetings for staff.

3 Term and Extended Term

- 3.1 This MOU will commence on the Date of Execution, and continue for a term of four years unless terminated earlier in accordance with clause 8. The Parties may agree to an extended term of this MOU for a further period of up to four years by written agreement.

4 Further Agreements

- 4.1 The Parties may enter into binding agreements, with regard to any specific project.
- 4.2 A binding agreement resulting from this MOU may relate to the matters set out in clause 2 of this MOU.

- 4.3 Both Parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and prior written agreement and that any binding agreement will be subject to the availability of funds.

5 Public Statements and Use of Name and Logo

- 5.1 Each Party will ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published, the prior written consent of the Universitat de València is obtained.
- 5.2 No Party will have the right to use the name or logo of an Universitat de València without that Party's prior written consent and compliance with any other conditions attached to such consent.

6 Acknowledgement and Compliance

- 6.1 The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the Universitat de València, including but not limited to sanctions laws; foreign interference and foreign influence laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this MOU and/or the activities contemplated under this MOU. The Parties acknowledge that in any activities or projects contemplated by this MOU they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the Universitat de València's jurisdiction provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.

7 No Relationship

- 7.1 The Parties acknowledge that this MOU does not create or evidence a relationship between them of commercial partnership, joint venture, employer and employee or agency.
- 7.2 By signing this MOU neither Party intends to enter into a legally binding relationship or be bound by this MOU. The Parties only intend that this MOU provide a framework that outlines the major areas within which co-operation will proceed.

8 Termination

- 8.1 Subject to existing contractual arrangements, this MOU may be terminated by either Party giving written notice to the Universitat de València to this MOU. The minimum length of this notice period is six months unless either Party is prohibited under any law or regulation from continuing with this MOU, in which case the notice period may be immediate.

9 Communication and Notices

- 9.1 All communication and notices between the Parties regarding this MOU may be made through the nominated representatives set out below, or such other persons they may nominate from time to time.

UTS Nominated Representative

Mr Leo Mian Liu

Pro Vice-Chancellor (Global Partnerships)

15 Broadway, Ultimo NSW 2007, Australia

Telephone:

Fax number:

Email: globalpartnerships@uts.edu.au

UV Nominated Representative

Mr Esteban Sanchis

Delegate of the Principal for FORTHEM

Palau Cerveró, Pza. Cisneros 4, Valencia Spain

Telephone: +34 96 38 64014

Email: Esteban Sanchis esteban.sanchis@uv.es

10 Costs

- 10.1 Each Party must pay its own costs of and incidental to the negotiation, preparation and execution of this MOU.

11 Execution and Counterparts

- 11.1 This MOU may be signed in counterparts, each of which is deemed to be an original and all of which constitute one and the same instrument.
- 11.2 The Parties acknowledge that if this MOU is not executed by both Parties on the same date, this MOU will commence on and from the later Date of Execution.
- 11.3 The Parties will execute copies of this MOU with each Party retaining an original copy.

12 Entire MOU

- 12.1 This MOU constitutes the entire MOU between the Parties. Any prior arrangements, warranties, representations or undertakings with respect to the purpose of this MOU are superseded.

13 Governing Law

- 13.1 The Parties agree that any dispute relating to this MOU shall be governed by the law of, and shall be subject to the non-exclusive jurisdiction of the country of domicile of the substantive defendant to the action.

14. Data Protection and Personal Information Clause

- 14.1 The parties acknowledge and agree that the Universitat de València is obliged to comply with Regulation (EU), 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and free movement of this data; as well as to the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights. The parties also acknowledge that UTS is bound by Commonwealth and New South Wales Privacy and Data Transfer Legislation which includes the Privacy Act 1988 (Cth), Privacy and Personal Information Protection Act 1998 (NSW) and the Health Records and Information Privacy Act 2002 (NSW). These laws may restrict the transfer of information between institutions. The parties agree that before any personal data and personal information is shared between the parties in connection with this memorandum, they will enter into a binding written agreement which sets out how they will process that information and the data processing principles that will apply in order

to ensure that each party will be able to comply with relevant personal data protection and privacy laws that apply to it.

15. Transparency clause

15.1 Complying with Law 1/2022, of April 13, of the Generalitat, of Transparency and Bon Govern of the Valencian Community, the Universitat de València shall proceed to publish the following information on its transparency portal: the present agreement and its full text, the subsidy and/or funding linked to this agreement, if any, indicating the amount, objective or purpose and the beneficiaries (individuals or entities).

16. Forthem

16.1 The University of Valencia is part of FORTHEM www.forthem-alliance.eu It is a European university alliance co-financed by the Erasmus+ program of the European Commission and made up of nine European universities. Teaching and research staff who participate with the University of Valencia in the activities established in the second clause of the agreement may have access to the activities proposed by the Alliance.

The agreement has been signed in Valencia and in Sydney, two copies for each language, English, and Valencian, all of them being identical and equally valid. If there is an inconsistency in interpretation among the languages, the parties agree that the English version of this Framework Agreement will prevail to the extent of that inconsistency.

EXECUTION PAGE

EXECUTED AS AN MOU ON THE DATES APPEARING BELOW

Signed for and on behalf of
UNIVERSITY OF TECHNOLOGY
SYDNEY by

Signed for and on behalf of
UNIVERSITAT DE VALÈNCIA by

MARIA VICENTA MESTRE
ESCRIVA
Firmado digitalmente por
MARIA VICENTA MESTRE
ESCRIVA
Fecha: 2024.09.11 16:29:03
+02'00'

Signature

Signature

Mr Leo Mian Liu
Pro Vice-Chancellor (Global
Partnerships)

Mrs María Vicenta Mestre Escrivá
Rector

Date: 10 September 2024

Date: _____