

## IBSA PROGRAMME

### MEMORANDUM OF AGREEMENT AND COLLABORATION

Between

**Universitat de València Estudi General**, with fiscal identification number Q-4618001-D and represented herein by its rector, Ms María Vicenta Mestre Escrivá, acting by virtue of Article 94 of the Statutes of the Universitat de València, which were approved by Decree 128/2004, of 30 July, of the Consell de la Generalitat (DOGV 2004/8213), amended by Decree 45/2013, of 28 March, of the Consell (DOGV 2013/6994) and entitled to enter into this agreement by virtue of her appointment by Decree 41/2018, of 6 April, of the Consell (DOGV 2018/8270, of Avinguda de Blasco Ibáñez, 13, 46010 Valencia, ("**UVEG**"); and

**University of Hertfordshire Higher Education Corporation**, a higher education corporation created by the Education Reform Act 1988 and the Further and Higher Education Act 1992, of College Lane, Hatfield, Hertfordshire, AL10 9AB United Kingdom ("**UH**")

together the "**Parties**" individually a "**Party**".

#### GENERAL PREAMBLE

##### 1. The parties to this Agreement and its object

- 1.1 UVEG and UH declare their intention of cooperating in fields of study, teaching, research and continuing education.
- 1.2 UVEG and UH are members of the International Business School Alliance ("**IBSA**") in order to collaborate in the provision of a full time masters degree programme with a dual award the ("**IBSA Programme**"). The Parties undertake to deliver the IBSA Programme where all the modules are validated by each Party 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 IBSA Course Handbook for the relevant academic year (hereafter "**Students**").
- 1.3 The IBSA Programme for UVEG and UH includes the following awards:
  - (a) MSc Global Business from UH Business School
  - (b) Master in International Business Management from UVEG
- 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 ("**Core Module**"), whilst semesters two and three will each provide 30 ECTS of specialization modules and a final research project, worth 30 ECTS including a research proposal, related to the chosen specialist business area ("**Specialization Modules**"). By the end of the IBSA Programme, Students will earn a total of 90 ECTS.



- 1.5 In this Memorandum of Agreement and Collaboration ("**Agreement**") references to "**Home Institution**" means the Party of the first registration for the Core Module and "**Host Institution**" means the Party where the Student has registered for the Specialization Modules.
- 1.6 In this Agreement a reference to any legislation or legislative provision is a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before, on or after the date of the Agreement), and to all statutory instruments or orders or other subordinate legislation made pursuant to it from time to time.

## 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 this Agreement the Parties 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 UVEG or UH, 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 shall apply to the participants in the IBSA Programme.
- 2.4 Both Parties subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, gender, gender reassignment, colour, marital or civil partner status, pregnancy or maternity, sexual orientation, age, ethnicity, religion or belief, national origin or disability and shall use reasonable endeavours to ensure that their employees, contractors and agents shall not discriminate directly or indirectly against any person on any such grounds.
- 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

Party under this Agreement:

- (i) Master in International Business Management from UVEG; and
- (ii) MSc Global Business from UH.

## **PRINCIPLES OF AGREEMENT AND RULES FOR SEMESTER LONG STUDENTS EXCHANGE**

### **3. The separate responsibilities of the Parties**

3.1 Each Party 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 Parties.

3.2 UVEG is responsible for:

- satisfying any external requirements in respect of approval, monitoring and conferment of the Master in International Business Management;
- enrolling the Students who choose to attend semester one or semesters two and three at UVEG, subject to minimum and maximum threshold numbers to be achieved as specified from time to time by UVEG;
- delivering semester one Core Modules for the enrolled Students;
- delivering the Specialization Modules in semester two and tutoring Students in their final research project related to the Specialization Modules 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 MA International Business programme; and
- contributing to the academic quality of the IBSA Programme by assisting UH 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 UH is responsible for:

- satisfying any external requirements in respect of approval, monitoring and conferment of the MSc Global Business;
- enrolling the Students who choose to attend semester one or



semesters two and three at UH subject to minimum and maximum threshold numbers to be achieved as specified from time to time by UH;

- delivering semester one Core Modules for the enrolled Students;
- delivering the Specialization Modules in semester two and tutoring Students in their final research project related to the Specialization Modules 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 MSc Global Business degree; and
- contributing to the academic quality of the IBSA Programme by assisting UVEG 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 or ~~contributed to~~ by the negligence of the other Party or its staff) and will maintain with a reputable insurance company a professional indemnity policy and/or other policies of insurance providing full and reasonable cover in respect of all liabilities which may be incurred by such Party under or in connection with this Agreement.

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 Party 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 licence (without the right to sub-license) to use any Intellectual Property Rights owned by the granting Party (which for the avoidance of doubt includes 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 owned by any other Party or any of the Joint Programme Materials without the prior written consent of the other Party.
- 3.10 Neither Party shall use the name or logo of the other Party in any press release or promotional materials without the prior written consent of the other Party.

#### **4. Tuition and fees**

- 4.1 Students of both Parties will be fee-paying exchange students at the Host Institution.
- 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 as specified by the relevant Party) for the applicable Academic Year to the Home Institution for semester one. The Host Institution for semesters two and three shall be paid 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 IBSA 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 the

other Party. Each Party shall ensure that the financial requirements of such Party shall be communicated to applicants and to Students in a timely and reasonable manner.

- 4.6 The Parties agree that, where Students on the IBSA Programme have been recruited by recruitment agents, any fees payable to such agents ("**Service Fees**") shall be split between the Home Institution and the Host Institution in the same proportions as the split of Tuition Fees between Parties as set out in clause 4.2. Thus, forty-five percent (45%) of any Service Fees shall be payable to such agents for the applicable Academic Year by the Home Institution for semester one. The Host Institution for semesters two and three shall pay the remaining fifty-five percent (55%) of the Service Fees to such agents.
- 4.7 The payment of housing together with the payment for all travel, medical and repatriation 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 the Home Institution nor the Host Institution shall be held liable for any such charges. Travel must be paid by the participants.
- 4.8 Subject to clause 4.7 above, each Party will, to the best of their abilities, assist Students to obtain living accommodations.
- 4.9 For the avoidance of doubt the Parties agree that there shall be no payments made by any Party to another Party under this Agreement unless otherwise agreed in writing between the applicable Parties.

## **5. Eligibility and language proficiency**

- 5.1 Participating Students will be selected by their Home Institution on the basis 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 Institution, 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 Institution and Host Institution, including language proficiency as specified by the Home Institution and Host Institution.
- 5.2 UH and UVEG require TOEFL or IELTS scores, as stated in the Course Handbook for the relevant academic year 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 must meet the admissions requirements of the Host Institution. Students must comply with all application deadlines and documentation required in the form required by the Host Institution. The exact programme of study will be determined by the Student with approval of academic advisors at both the Home Institution and the Host Institution.
- 6.2 Each of the Home Institution and the Host Institution shall have the right to terminate the exchange programme of any Student who violates their policies, regulations and procedures in accordance with the terms specified in such policies, regulations and procedures.
- 6.3 Students are subject to the policies, regulations and procedures of the Party at which they are in attendance (ie 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**") and/or the Office for Students ("**OfS**") in the UK, UVEG agrees to fully cooperate and abide by the procedures implemented by UH, as amended from time to time, to participate in the OIA scheme or respond to the requirements of the OfS.

## **7. Enrolment of Students**

- 7.1 At enrolment Students must indicate where they want to attend the second and third semesters to undertake the Specialization Modules.
- 7.2 Students will attend the first semester in their chosen Home Institution to study the Core Module and will attend the second and third semesters and complete the Specialization Modules including the final research project at the Host Institution.
- 7.3 Each Party will comply with the applicable data protection legislation in their respective jurisdictions in relation to the processing of Students' personal data (as defined within that legislation). The only personal data relating to Students which shall be shared between the Parties shall be the provision by the Home Institution to the Host Institution of the names and email addresses of nominated Students. Where a Party wishes to receive additional personal data relating to Students directly from the other Party, it will enter into appropriate data sharing arrangements to permit such sharing of data in compliance with applicable data protection legislation, including (where appropriate) seeking the consent of the relevant Students.

## **8. Credit and Grading**

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

## **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 Party annually and as early as is reasonably possible in the circumstances.

## **10. Transcripts**

- 10.1 The Parties will provide the Students with adequate and reasonable information on their performance, including a transcript of their results (or its equivalent) as soon as practicable after the Students' completion of the exchange. The Home Institution shall apply those results to the Student's academic record at the Home Institution, in accordance with the Home Institution's policies and procedures. Where a Party wishes to receive transcripts directly from the other Party it will enter into appropriate data sharing arrangements to permit such sharing of data in compliance with applicable data legislation, including (where appropriate) seeking the consent of the relevant Students.

## **11. Student Health Insurance**

- 11.1 Students from UVEG will be required to enrol in a student health insurance policy at UH or provide proof to UH that they have other cover which in UH's opinion provides adequate health cover in England.
- 11.2 Students from UH will be required to enrol in a student health insurance policy at UVEG or provide proof to UVEG that they have other cover which in UVEG's opinion provides adequate health cover in Spain.

## **EXCHANGE OF FACULTY, STAFF, AND ADMINISTRATORS**

### **12. Exchange principles**

- 12.1 Both Parties 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 agreed upon separately in writing between the chief administrative officers of both Parties or their authorised representatives.

### **13. Approval**

13.1 All exchanges require the approval of both Parties. An exchange may proceed between a UH employee and an UVEG employee in the same, or closely related, field of study. Such employees will continue to receive their monthly salaries and benefits from their employing Party for the duration of the exchange. The appropriate administrators at both UH and UVEG, in each particular case, must approve an exchange in their area of responsibility. At UH, these administrators include the dean of school and department chair or unit head. At UVEG, these administrators include the programme director and dean.

### **14. Responsibilities**

14.1 Certain flexibility is advisable and desirable in determining teaching, research, or service responsibilities (both with regard to the teaching discipline area and to departmental and curricular assignments) and other duties of exchange employees. It is expected that exchange employees will involve themselves in the welfare and advising of the exchange students from their respective institutions and that they promote the relationship between both Parties by establishing and facilitating contacts between staff members interested in future exchange opportunities.

### **15. Housing**

15.1 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 will constitute private agreements between them for which neither Party shall have any responsibility or liability.

## **JOINT PROJECTS**

### **16. Joint Project**

16.1 Both Parties 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 Party is expressed. Such joint projects will be agreed upon separately in writing between the chief administrative officers of both Parties or their authorised representatives.

## **EXECUTION, DURATION, AND CANCELLATION OF PROGRAMME**

### **17. Execution and Duration**

17.1 This Agreement will take effect from the date of the last signature hereto.



Modifications of this Agreement can only be undertaken in written form and with mutual agreement signed by an authorised representative of each of the Parties.

- 17.2 This Agreement shall be in effect for four (4) years as of 1 September 2020 ("**Commencement Date**") and run in force until 31 August 2024 (inclusive) unless terminated earlier by either Party. Upon expiration of this Agreement, it will be reviewed by both Parties for the possibility of renewal.
- 17.3 Notwithstanding the provisions of clause 17.1 above and subject to clause 3.10, the Parties may market and promote the IBSA Programme in advance of the Commencement Date in accordance with the provisions of this Agreement.

## **18. Cancellation of Programme or Termination**

- 18.1 Either Party may terminate this Agreement by giving the other Party written notice:
- 18.1.1 of no less than six (6) months in advance;
- 18.1.2 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 Students who have commenced their exchange experience at the date of termination shall be permitted to complete their courses of study and each Party hereto agrees to carry out their responsibilities under clause 3 until completion of the respective programme.

## **19 FORCE MAJEURE CLAUSE**

- 19.1 In the 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, public health emergencies, epidemics and pandemics, nuclear explosions, strikes, work stoppages, or other labour 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.

## **20 SUCCESSOR AND PERMITTED ASSIGNS**

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

## **21 GENERAL TERMS**

21.1 Neither Party shall, without prior written consent of the other Party (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.

21.2 Each Party shall comply with all applicable laws, statutes, by-laws and regulations relating to the operation of the IBSA Programme under this Agreement. Each Party shall obtain all necessary approvals, consents and permissions required in connection with the operation of the IBSA Programme and their obligations under this Agreement.

21.3 UVEG acknowledges that UH is subject to the regulations of the UK Office for Students ("**OfS Regulations**") and will provide all assistance as may be reasonably requested by UH to enable UH to comply with the OfS Regulations.

21.4 This Agreement supersedes all prior agreements, arrangements and understandings between the Parties relating to the IBSA 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.

21.5 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.

21.6 No Party shall:

21.6.1 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

21.6.2 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.

- 21.7 Each Party shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery, anti-tax evasion and anti-corruption (including the UK Bribery Act 2010 and the UK Criminal Finances Act 2017 for UH);
- 21.8 Subject to the rights of each Party to approve amendments to the IBSA Programme, and amendments from time to time to each Party's policies and regulations, no variation of this Agreement shall be binding, unless it is in writing and signed by authorised representatives of the respective Parties.
- 21.9 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 the Parties. No Party shall have any right, power or authority to create any obligation express or implied on behalf of the other Party.
- 21.10 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.
- 21.11 UVEG acknowledges that UH is subject to the requirements of the UK Freedom of Information Act 2000 and the UK Environmental Information Regulations 2004 and agrees to provide all necessary assistance as may be reasonably requested by UH to enable UH to comply with its obligations under those Acts within 5 days of a request for assistance from UH.
- 21.12 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 21.13 UVEG agrees it shall cooperate with UH, including provision of such information as may be requested, to support UH's compliance with the requirements of the UK Counter Terrorism and Security Act 2015 and any subordinate legislation made under that Act from time to time.
- 21.14 UVEG acknowledges and agrees that UH must satisfy the requirements of the UK Modern Slavery Act 2015 to ensure that it stops or prevents actual or potential modern slavery and trafficking within UH's own operations and through its supply chains. To support UH's legal obligation UVEG agrees it shall:
- 21.14.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chains;
- 21.14.2 implement appropriate due diligence procedures for its own

suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its and/or their supply chains;

- 21.14.3 ensure that it and each of its suppliers and subcontractors shall comply with any policy UH implements in relation to the prevention of slavery or human trafficking;
  - 21.14.4 notify UH as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.
- 21.15 If any breach by UVEG (or by anyone employed by it or acting on its behalf) of any part of this clause is suspected or known, UVEG must notify UH immediately and must respond promptly to UH's enquiries and co-operate with any investigation.
- 21.16 In complying with clauses 21.14 to 21.15 above, UVEG shall take appropriate account of any guidance or codes of practice issued by the relevant UK government department concerning the Modern Slavery Act 2015.
- 21.17 UH may terminate this Agreement by written notice with immediate effect if UVEG or any member of the supply chain for UVEG which has a connection with this Agreement (in all cases whether or not acting with UVEG's knowledge) breaches Clause 21.14.

## **22 Dispute Resolution**

- 22.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any terms set out hereto or in any other matters arising out of this Agreement, the matter in dispute shall if possible be resolved by negotiation on their behalf by the signatories to this Agreement (or their delegates).
- 22.2 If the Parties cannot reach a satisfactory resolution within thirty (30) days after commencing discussions the matter will (unless either Party does not wish to do so) be referred to mediation in accordance with the model procedure of the Centre for Dispute Resolution, London ("CEDR"), such mediation to be completed within 30 days of signature of the CEDR Mediation Agreement.
- 22.3 All negotiations connected with the mediation of the dispute will be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality. Such negotiations shall be without prejudice to the rights of the Parties in any future proceedings. In any such negotiations each Party shall bear its own legal and other costs, unless otherwise expressly agreed in writing by the Parties.
- 22.4 If the Parties with (or without) the assistance of the mediator reach agreement on the resolution of the dispute, such agreement shall be reduced to writing

and once it is signed by their duly authorised representatives, shall be final and binding on the Parties.

- 22.5 Nothing contained in this clause 22 shall restrict either Party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

## **23 NOTICES**

- 23.1 Any notice required to be given under this Agreement shall be sent to the respective university address listed below or to such other address 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:

23.1.1 if delivered personally, at the time of delivery;

23.1.2 in the case of pre-paid recorded delivery or registered post, ten (10) days from the date of posting;

23.1.3 in the case of registered airmail, ten (10) days from the date of posting; and

- 23.2 The addresses of the Parties for the purposes of clause 23.1 are:

University of Hertfordshire

Address: Hatfield Campus  
College Lane, Hatfield, Hertfordshire, AL10 9AB  
United Kingdom  
For the attention of: Secretary and Registrar

University of València

Address: Avenue Tarongers s/n  
46022 València, España

For the attention of: International Relations Office  
Faculty of Economy

## **COUNTERPARTS AND ELECTRONIC SIGNATURE**

- 24.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

- 24.2 Transmission of an executed counterpart of this Agreement (including transmission of the page of the Agreement containing an execution clause

signed by a Party) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

24.3 Each Party agrees to sign and execute this Agreement by manuscript or electronic signature (whatever form the electronic signature takes) and that both methods of signature are conclusive of the Party's intention to be bound by this Agreement.

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

**SIGNED BY** )  
For and on behalf of )  
**UNIVERSITY OF HERTFORDSHIRE** )  
**HIGHER EDUCATION CORPORATION** )

Name Professor Quintin McKellar

Position Vice Chancellor

Dated: 13 Sep 2021

Signed for and on behalf of )  
**UNIVERSITY OF VALÈNCIA** )

Name Professor M<sup>a</sup> Vicenta Mestre Escrivà 

Position The Rector

Dated:.....