



TABSA PROGRAMME MEMORANDUM OF AGREEMENT AND COLLABORATION

Between

The University of València, with fiscal identification number Q-4618001-D and represented herein by its rector, Ms Maria 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 Avenida Blasco Ibáñez 13, 46010 Valencia, Spain ("València"); 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 ("Hertfordshire")

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

GENERAL PREAMBLE

- 1. The parties to this Agreement and its object
- 1.1 València and Hertfordshire declare their intention of cooperating in fields of study, teaching, research and continuing education.
- València and Hertfordshire are members of the Transatlantic Business School Alliance (henceforth TABSA) in order to collaborate in the provision of a full time bachelor degree programme with a dual award (henceforth the "TABSA Programme"). The Parties undertake to deliver the TABSA 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 Specifications (as amended from time to time) (hereafter "Students").
- 1.3 The TABSA Programme for València and Hertfordshire includes the following awards:
 - (a) BA (Hons) International Management from UH Business School
 - (b) Grado de Negocios Internacionales (English name: International Business) from the UV.
- 1.4 The TABSA Programme is a four year reciprocal exchange programme in international business and management which offers Students the opportunity to spend two years at two institutions in two countries, including a work placement in the second country, whereby they obtain the necessary academic credit for the degree awards of both Parties.
- 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 TABSA 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 undergraduate students in the TABSA programme,
 - · Exchange of staff and faculty,
 - · 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 València or Hertfordshire, as appropriate. It is of considerable importance that the TABSA Programme be designed to provide that minimal additional costs be incurred by participants, especially Students. Conditions and insurance and liability are laid down by the institution where the Student studies.
- 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, 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 TABSA Programme, Students will be eligible for both of the following awards at Bachelor level from each attended Party under this Agreement: (i) Grado de Negocios Internacionales (English name: International Business) from UV; and
 - (ii) BA (Hons) International Management from UH.

PRINCIPLES OF AGREEMENT AND RULES FOR 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 València is responsible for:





- satisfying any external requirements in respect of approval, monitoring and conferment of the Grado de Negocios Internacionales (English name: Degree in International Business)
- Enrolling Hertfordshire Students studying at València on the Grado de Negocios Internacionales programme who will complete year 1 and 4 of their BA (Hons) International Management at their Home Institution and complete Grado de Negocios Internacionales year 2 and 3 at València, subject to minimum and maximum threshold number to be achieved
- delivering the relevant two (2) years of the TABSA Programme for the enrolled Students
- in the event the Student is studying at València during the second half of the TABSA Programme, providing support to the Student to find a reasonable and appropriate work placement for each Student, in accordance with the requirements for the TABSA Programme
- delivering orientation or welcome sessions at the beginning of the Student's relevant period of study at València
- providing all the relevant material for the Grado de Negocios Internacionales (English name: Degree in International Business)
- contributing to the academic quality of the TABSA Programme by assisting Hertfordshire in meeting the requirements of their separate authorities and to exercise their joint responsibilities through an agreed management process
- cooperating with Hertfordshire in ensuring the accuracies of grade equivalencies for those academic credits earned while studying at València.

3.3 Hertfordshire is responsible for:

- satisfying any external requirements in respect of approval, monitoring and conferment of the BA (Hons) International Management
- enrolling València Students studying at Hertfordshire on the BA (Hons) International Management programme who will complete year 1 and 2 of study of their Grado de Negocios Internacionales at their Home Institution and complete BA (Hons) International Management year 3 and 4 at Hertfordshire, subject to minimum and maximum threshold numbers to be achieved
- delivering the relevant two (2) years of the TABSA Programme for the enrolled Students
- in the event the Student is studying at Hertfordshire during the second half of the TABSA Programme, providing support to the Student to find a reasonable and appropriate work placement for each Student, in accordance with the requirements for the TABSA Programme
- delivering orientation or welcome sessions at the beginning of the Student's relevant period of study at Hertfordshire
- providing all the relevant material for the BA (Hons) International Management
- contributing to the academic quality of the TABSA Programme by assisting València in meeting the requirements of their separate authorities and to exercise their joint responsibilities through an agreed management process
- cooperating with València in ensuring the accuracies of grade equivalencies for those academic credits earned whilst studying at Hertfordshire.

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- 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. The Parties shall remain responsible for the acts and omissions of their respective officers, agents, and employees.
- 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 TABSA 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 TABSA 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 TABSA 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 exchange students at the Host Institution. The Parties agree to exchange up to a maximum of 10 new Students each academic year within the framework of the TABSA Programme.
- 4.2 Students will pay tuition fees to their Home Institution (where "Home Institution" means the institution of the first registration) for the duration (four years) of the TABSA Programme. The Parties agree that the TABSA Programme is a reciprocal Exchange. If there is an imbalance in the number of Students exchanged the Parties shall remedy any imbalance by the Host University receiving other exchange students or Students on the TABSA Programme, provided that,the Host University receiving other exchange students or Students on the TABSA Programmewill have the final decision as to the number of students beyond the required balance it is willing to accept during that academic year.
- 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 TABSA 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 TABSA 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 payment of housing together with the payment for all travel, medical and repatration 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 TABSA Programme. Neither the Home Institution nor the Host Institution shall be held liable for any such charges. Travel must be paid by the participants.
- 4.7 Subject to clause 4.6 above, each Party will, to the best of their abilities, assist Students to obtain living accommodations.
- 4.8 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.
- 4.9 Students who complete the TABSA Programme must pay València the fees for issuing the degree certificates from that university. Hertfordshire does not require a fee for issuing their certificate.





5. Eligibility and language proficiency

- 5.1 Participating Students will be selected by their Home Institution on the bases of the following criteria (there may be exceptions in appropriate cases): the Students shall:
 - (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 admission requirements set down by the Home Institution and Host Institution, including language proficiency as specified by the Home Institution and Host Institution.
- 5.2 Hertfordshire require TOEFL or IELTS scores, as stated in the Programme Specifications and university selection criteria for the TABSA Programmes, for Students who are non-native speakers of English or have not completed previous undergraduate studies in English. València could require proof by Hertfordshire students that they have a B1 Spanish certificate if they are non-native Spanish speakers or have not completed previous studies in Spanish.

Student Selection and Termination

- 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 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 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 (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") and/or the Office for Students ("OfS") in the UK, València agrees to fully cooperate and abide by the procedures implemented by Hertfordshire, 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 or within the first Academic Year, Students at Hertfordshire must indicate at which Host Institution they wish to attend the second and third year of the TABSA Programme.
- 7.2 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 València agrees to accept Hertfordshire earned credits in relation to its degree award under the TABSA Programme; likewise Hertfordshire, agrees to accept earned credit from València in relation to its degree award under the TABSA Programme.
- 8.2 Grading scales are jointly developed by the Host Institution and Home Institution as printed in the Programme Specifications.
- 8.3 Students from València must complete at least 120 ECTS credits at València and at least 120 ECTS credits at Hertfordshire. Likewise, Students from Hertfordshire must complete at least 120 ECTS credits at Hertfordshire and at least 120 ECTS credits at ValènciaValència. Details of the modules and subjects that Students must take at each of the partner universities are set out in Appendix I to this Agreement. Appendix 1 may be amended from time to time as agreed by the Parties.

9. Course Selection

9.1 Both Parties will provide Students with individual assistance in selecting modules. Students on the exchange programme will follow the modules, both core and optional, as specified in the Programme Specification of the TABSA Programme at the Home Institution and Host Institution (respectively).

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 procures. Where a Party wishes to receive transcripts directly from the other Party it will enter into appropriate data

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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

- Students from València will be required to enrol in a student health insurance policy at Hertfordshire or provide proof to Hertfordshire that their coverage is adequate for health coverage in England.
- Students from Hertfordshire will be required to enrol in a student health insurance policy at València or provide proof to València that their coverage is adequate for health coverage in Spain.
- 11.3 The Party who arranges for a Student to undertake a work placement shall ensure that the relevant work placement provider has obtained and maintained a policy or policies of insurance (including but not limited to public liability, employer's liability, and professional indemnity where applicable) providing an adequate level of cover as reasonably required in respect of all risks and liabilities which may be incurred by such Student arising out of or in connection with the relevant work placement, including in respect of death or personal injury both to himself/herself and to third parties, as if the work placement provider was the employer of such Student.

EXCHANGE OF FACULTY AND STAFF

12. Exchange principles

12.1 Both institutions declare their willingness to encourage exchange of faculty and/or staff. The persons taking part, the length of the exchange, the nature of the programme, and other aspects of content and organisation will be agree upon separately in writing between the chief administrative officers of both Parties or their authorised representatives.

Approval

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

14. Responsibilities

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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 at the host institution. It is expected that exchange participants 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 constitute private agreements between them for which neither Party shall have any responsibility or liability. Home Institutions will fund living accommodation for short term exchanges at Host Institutions.

JOINT PROJECTS

16. Joint Projects

18.1 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 shall 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 TABSA 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 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.

19 FORCE MAJEURE CLAUSE

19.1 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 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 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.
- 21.2 Each Party shall comply with all applicable laws, legislation, by-laws and regulations of a governmental nature relating to the operation of the TABSA Programme under this Agreement.

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- València acknowledges that Hertfordshire is subject to the regulations of the UK Office for Students ("OFS Regulations") and will provide all assistance as may be reasonably requested by Hertfordshire to enable Hertfordshire to comply with the OfS Regulations.
- 21.4 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 TABSA Programme.
- 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 Hertfordshire);
- 21.8 Subject to the rights of each Party approve amendments to the TABSA 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 any of 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 València acknowledges that Hertfordshire is subject to the requirements of the UK Freedom of Information Act 2000 and agrees to provide all necessary assistance as may

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be reasonably requested by Hertfordshire to enable Hertfordshire to comply with its obligations under that Act.

- 21.12 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 199 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 València agrees it shall cooperate with Hertfordshire, including provision of such information as may be requested, to support Hertfordshire'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 València acknowledges and agrees that Hertfordshire 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 Hertfordshire's own operations and through its supply chains. To support Hertfordshire's obligation València 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 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:
 - 21.14.3 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;
 - 21.14.4 notify Hertfordshire 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 València (or by anyone employed by it or acting on its behalf) of any part of this clause is suspected or known, València must notify Hertfordshire immediately and must respond promptly to Hertfordshire's enquiries and co-operate with any investigation.
- 21.16 In complying with clauses 21.14 to 21.15 above, València 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 Hertfordshire may terminate this Agreement by written notice with immediate effect if València or any member of the supply chain for València which has a connection with this Agreement (in all cases whether or not acting with València'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.
- 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 NOTICE

- 23.1 Any notice required to be given under this Agreement shall be sent to the respective university address listed below or such other address as is notified in writing from time to time to 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 The addresses of the Parties for the purposes of clause 23.1 are:

University of Hertfordshire Address:

Hatfield Campus, College Lane, Hatfield, Hertfordshire, AL10

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For the attention of:

Secretary and Registrar





The University of València

Address:

Avenue Tarongers s/n

46022 València

España

int-of.economia@uv.es

For the attention of:

International Relations Office

Faculty of Economy

24. 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

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Signed for and on behalf of UNIVERSITY OF VALENCIA

Name Professor Mª Vicenta Mestre Escrivá

Position The Rector

Dated





APPENDIX I STUDENT ACADEMIC PATHWAY

ACADEMIC PATHWAY FOR València STUDENTS:

(a) Students outgoing: pathway for València students at València:

	1r Curs	ECTS		
35899	Geopolitics and globalization			
35901	Learning instruments and techniques			
35885	Introduction to financial accounting	6		
35884	Introduction to business management	6		
35877	Introduction to economics	6		
35882	Mathematics	6		
35878	Microeconomics	6		
35883	Financial mathematics	6		
	language I	6		
	language II	6		
	2n Curs			
35886	Commercial management	6		
35879	International economics	6		
	language III	6		
35889	Management accounting	6		
35897	International business law	7,5		
35891	Strategic management	6		
	Financial management	6		
	Statistics	4,5		
	Macroeconomics	6		
35888	Quantitative techniques for business	6		





(b) Students outgoing: pathway for València students at Hertfordshire:

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	València		Hertfordshire		
code	Course unit title	ECTS	Course unit title	ECTS	
35907	Market research	6.00	5BUS1016 DIGITAL MARKETING IN PRACTICE	7.50	
35896	Interntational Marketing	6.00	5BUS1065 EUROPEAN CONSUMER	7.50	
			MARKETS: ISSUES AND TRENDS		
35902	External Internships	24.00	6BUS1228 INTERNSHIP	30.00	
	Consumer behaviour	6.00		30.00	
35906	Change and innovation management	6.00	5BUS1037 MANAGING PEOPLE	7.50	
35895	International Financial Markets	6.00	5BUS1191 ECONOMICS OF THE GLOBAL ECONOMY	7.50	
35881	Economy of the EU	6.00			
	Total	60.00	Total	60.00	

code	Course unit title	ECTS	Course unit title	ECTS
35898	International taxation	6.00	6BUS1202 TAXATION	7.50
35909	Foreign trade	6.00	6BUS1229 APPLIED PROJECT &	15.00
			6BUS1086 RESEARCH METHODS	
35904	Degree Final Project	6.00		
22222				
35900	Cross Cultural Management	6.00	6BUS1117 INT STRATEGIC	7.50
			MANAGEMENT	
35894	International finance	6.00	6BUS1194 FINANCIAL ASPECTS OF	7.50
00071	The state of the s	0.00	INTERNATIONAL BUSINESS	7.30
35890	Financial statements analysi	6.00		
25002	T		CDITCA CAS TAMBER VALUE CONTROL CONTROL	
35903	International management of human resources	6.00	6BUS1019 INTERNATIONAL HRM	7.50
35924	International negotiation	6.00	6BUS1141 LEADERSHIP AND ORGS	7.50
35910	Coomunication and	6.00		
	international distribution			
	strategies			
35892	Interntational business	6.00	6BUS1210 CONTEMPORARY ISSUES	7.50
	management		IN ETHICS BUS AND SUST	
	Total:	60.00	Total:	60.00

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ACADEMIC PATHWAY FOR Hertfordshire STUDENTS:

(a) Students incoming: pathway for Hertfordshire students at Hertfordshire:

YEAR 1					
Hertfordshire Credits I		ECTS		València	ECTS
Principles for marketing	15	7,5	35886	Commercial management	6
Economics for business	15	7,5	35877	Introduction to economics	6
			35880	Macroeconomics	ϵ
People and organisations	15	7,5	35901	Learning instruments and techniques	ϵ
German /Spanish	15	7,5	35025	German for business I	ϵ
			35876	English for business II	ϵ
Accounting for business	15	7,5	35885	Introduction to financial accounting	ϵ
9			35889	Management accounting	ϵ
Int env of business: law, ethics and culture	15	7,5	35884	Introduction to business management	ϵ
			35899	Geopolitics and Globalization	ϵ
Quant methods for management	15	7,5	35882	Mathematics	6
			35887	Estatistics	4,5
			35883	Financial mathematics	6
			35888	Quantitative techniques for business	6
German/ Spanish	15	7,5	XXXX	Second language	6
		0			
TOTAL	120	60			88,5

YEAR 4					
Hertfordshire	Credits	ECTS	València		ECTS
International Strategic Management	15	7,5	XXXX	Elective subject	6
Leadership and Orgs	15	7,5	XXXX	Elective subject	6
Contemporary Issues in Ethics Bus and Sust	15	7,5	35924 35906	International negotiation Change and innovation management	6
Research Methods Applied Project	0 30	0 15	35904	Degree Final Project	6
Elective	15	7,5	XXXX	Elective subject	6
International HRM	15	7,5	35903	resources	6
Taxation	15	7,5	35898	International taxation	6
TOTAL	120	60			48







(b) Students incoming: pathway for Hertfordshire students at València:

	YEAR 2 AT València	CREDITS
35925	Spanish for business	6
35897	International business law	7.5
35878	Microeconomics	6
35892	International business management	6
35894	International finance	6
35893	Financial management	6
35879	International economy	6
35907	Market research	6
35890	Financial statements analysis	6
35891	Strategic management	6
35900	Cross Cultural Management	6
	TOTAL ECTS	67,5

	YEAR 3 AT València	CREDITS
35881	Economy of the EU	6
35895	International financial markets	6
35896	International Marketing	6
XXXX	Elective subject	6
XXXX	Elective subject	6
35902	External Internships	24
	TOTAL ECTS	54

