

**COOPERATION FRAMEWORK AGREEMENT
BETWEEN
CALIFORNIA STATE UNIVERSITY SAN MARCOS (UNITED STATES OF
AMERICA) AND THE UNIVERSITAT DE VALÈNCIA (SPAIN)**

On the one hand, María Vicenta Mestre Escrivá, honourable Rector of the University of Valencia, Estudi General, with registered office in Valencia, 13, Avda. Blasco Ibáñez (CP 46010) and with CIF: G-4618001-D, acting on behalf of and representing it, legitimized for this act by virtue of article 94 of the Statutes of the University of Valencia, approved by Decree 128/2004, of July 30, of the Consell (DOGV 2004/8213), modified by Decree 45/2013, of March 28, of the Consell (DOGV 2013/6994) and empowered as of its appointment by Decree 41/2018, of April 6, of the Consell (DOGV 2018/8270), acting on behalf of the Universitat de Valencia (Spain) ["UV"].

On the other, the Trustees of the California State University on behalf of California State University San Marcos (collectively "CSUSM").

STATE

That drawn by the willingness to reinforce the existing academic relationships and establish new ones, and with the necessary mutual legal capacity to sign the present Cooperation Framework Agreement ["Agreement"] on behalf of the institution that they represent, agree

CLAUSES

FIRST

The present Agreement has been designed to facilitate university cooperation in both academic and research fields, during the three cycles of higher education, in accordance with that certain "Student Exchange Agreement" between CSUSM and UV dated February 2022. In the event of any conflict or inconsistency between this Agreement and the Student Exchange Agreement, the provisions of the Student Exchange Agreement shall control.

SECOND

In order to carry out this cooperative programme, both parties agree to:

1) Communicate the results of their pedagogical experiences (courses, seminars, etc.).

2) Inform the partner institution about any congresses, debates, science meetings and seminars organized by each university, and exchange those documents and publications resulting from their activities.

3) Promote, according to each country's regulations, lecturers' participation in courses, conferences, seminars and congresses organized by the partner institution, as stated in the yearly cooperative programmes.

4) Promote, according to their possibilities, lecturers' exchanges for a specified period of time, being academic or research activities their main objectives. Exchanges shall be subject to the policies of the departments involved and the Student Exchange Agreement.

5) Accept students from the sister institution provided they meet the requirements in force established by the host institution and under suitably established conditions, as set forth in the Student Exchange Agreement. As regards medical insurance, the students shall be under the rules in force drawn up by the receiving Host Institution [See Article II, Section 4 of the Student Exchange Agreement].

6) Both the concrete cooperation programs and the actions for students Exchange will require the signature of a specific agreement that will include, at least, the number of students to be exchanged, the duration, the degrees offered, and any information that should be taken under consideration, as set forth in the Student Exchange Agreement.

THIRD

The specific cooperative programmes shall be drawn up annually and appended to this agreement per Article II, Section 6 of the Student Exchange Agreement.

FOURTH

Each institution shall endeavour to reserve in their budgets the necessary funds for the application of the agreement and to obtain the complementary financial help or subsidies. Notwithstanding, this Agreement is subject to the availability of funds of either Party.

FIFTH

Each institution will appoint a representative in order to define and organise the cooperation programmes between both institutions.

1. Director of International Enrollment and Partnerships is appointed as representative by the California State University San Marcos and Prof. Carlos Padilla Carmona, Vice-rector for Internationalization and Cooperation as a representative by the Universitat de València.

2. The representatives will be in charge of drawing up the annual work calendar and deal with unsettled questions. They shall agree to meet virtually unless otherwise stated.

SIXTH

The present agreement shall be passed by each institution's relevant Bodies or persons and signed by their respective Rectors or heads (or their designees) and shall enter into force on the date of the final signature hereto.

The term of this agreement shall end on March 1, 2025, unless denounced by ninety (90) calendar days' prior written notice and without affecting the completion of any activity underway at the time.

The duration of the agreement can be extended by equal periods for up to an additional three (3) years at the initiative of any of the parties, prior written agreement, before the date of its conclusion. See Article III of the Student Exchange Agreement.

SEVENTH

Any modification to this agreement, by common consent with both institutions, shall require the same proceedings as for its initial drawing up.

EIGHTH

A Joint Committee for Supervision and Control is created, formed by those responsible for it mentioned in Clause Five. This committee shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement. The parties agree that they shall endeavor to settle any dispute relating to this Agreement by negotiating with each other in good faith. If the parties are unable to completely resolve the dispute through negotiation, the parties agree that any disputes between them shall be governed by the law of, and shall be subject to the non-exclusive jurisdiction of, the country of domicile of the defendant to the action.

DATA PROTECTION CLAUSE

CSUSM will adhere to the requirements of applicable United States and California laws regarding data privacy.

UV 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.

TRANSPARENCY CLAUSE

Complying with Law 2/2015, of 2 April, of the Generalitat (Valencian Government) regarding Transparency, Good Governance and Citizen Participation in the Comunitat Valenciana (hereinafter LTCV), 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).

The agreement has been signed in Valencia for UV and in San Marcos, California, County of San Diego, United States.

UNIVERSITAT DE VALENCIA

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Rectora / *Principel*
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Dra. María Vicenta Mestre Escrivá,
Rector

CALIFORNIA STATE SAN MARCOS

Ellen J. Neufeldt, Ed.D.,
President

Date:

Date: 05/24/2022