



**GENERAL AGREEMENT
FOR ACADEMIC COOPERATION AND EXCHANGE
BETWEEN
THE UNIVERSITAT DE VALÈNCIA (SPAIN)
AND
THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA,**

The Universitat de València (“Valencia”), represented by María Vicenta Mestre Escrivá, honourable Rector of the Universitat de València, Estudi General, with registered office in Valencia, 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 the Universitat de València, 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), and the Rector and Visitors of the University of Virginia (“Virginia”), with its principal office at the Booker House, 1709 University Avenue, Charlottesville, Virginia, 22903, USA, hereby enter into this General Agreement for Academic Cooperation and Exchange (“Agreement”) to foster international cooperation in education and research.

1. Both parties agree to encourage the following activities to promote international academic cooperation:
 - (a) Exchange of educational, scholarly and research materials;
 - (b) Exchange of faculty and research scholars;
 - (c) Exchange of students;
 - (d) Joint research and meetings for education and research.

Before any of these activities are undertaken, the parties shall discuss the implementation of the activities to their mutual satisfaction, and shall enter into separate written agreements detailing the conduct of such activities.

2. For purposes of this Agreement, Valencia’s primary point of contact for academic matters will be José Eliseo Valle Aparicio Professor of the Education and School Management Department, or his/her designee, and its primary point of contact for administrative issues will be Head of Service of International Relations or his/her designee. Virginia’s primary point of contact for academic matters will be Prof. Fernando Opere, or his designee, and its contact for administrative issues will be Dudley Doane, Director of the International Studies Office, or his designee.
3. This Agreement shall become effective as of the date of signature by representatives of both parties and shall remain in effect for an initial period of four (4) years. Either party may terminate

this Agreement upon three (3) months' advance written notice to the other party. The amendment or extension of this Agreement requires the agreement of both parties in writing.

4. Both parties agree that this Agreement should be reviewed approximately every four (4) years to evaluate progress and improve the quality of the exchange.
5. Both parties subscribe to the policy of equal opportunity and do not discriminate on the basis of age, color, disability, gender identity or expression, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, military status (which includes active duty service members, reserve service members, and dependents), veteran status, or family medical or genetic information. Virginia and Valencia shall abide by these principles in the administration of this Agreement.
6. A Joint Committee for Supervision and Control is created, formed by those responsible for it mentioned in Clause Two. This committee shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement.
7. Data Protection.

7.1 The parties acknowledge that Valencia is an authority bound by Regulation (EU) 2016/679 (General Data Protection Regulation). Solely to the extent data exchanged between the parties contains personal data subject to the General Data Protection Regulation, the parties agree that such personal data may not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. Each party agrees to treat such personal data in accordance with the Regulation. The parties acknowledge that Virginia is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure laws and regulations, that may require the retention and disclosure of information that is the subject of this Agreement.

7.2 The information related to the parties will be treated for the sole purpose of executing this Agreement. Likewise, the parties guarantee to fulfill the duty of information regarding the participants in the interuniversity cooperation programs in the fields of teaching and research in the three cycles of higher education, enabling the exercise of the rights of: access, rectification, cancellation / deletion, opposition, limitation and portability, before the corresponding party through written communication to the registered office at the top of this document, or by email (lopd@uv.es/djd4j@virginia.edu) providing a photocopy of your ID or equivalent document and identifying the right that is requested.

7.3 Likewise, the Universitat de València has enabled the address lopd@uv.es for any information, suggestion, request for the exercise of rights and friendly resolution of disputes regarding the protection of personal data, without prejudice to the right to file a claim before the competent control authority.

7.4 With respect to liability pursuant to the Regulation, any liability, claims or damages of Virginia shall be limited to the acts or omissions of Virginia. Valencia acknowledges that

Virginia is a public institution of higher education and agency of the Commonwealth of Virginia and, as such, is prohibited by law from assuming liability for the conduct of persons other than its employees and agents. To the extent permitted by the laws of the Commonwealth of Virginia, Virginia agrees that it shall be responsible for the acts or omissions of its employees and agents causing harm to persons not a party to this Agreement.

75 Valencia acknowledges that Virginia is a public institution of higher education and agency of the Commonwealth of Virginia and, as such, benefits from the Commonwealth's sovereign immunity. Nothing in the Regulation or this Agreement is, or shall be construed to be, a waiver of sovereign immunity.

8. 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).
9. This Agreement has been executed in both English and Spanish language versions. The parties agree that the English and Spanish language versions of this Agreement are both official and legally binding agreements between the parties. The parties agree that any subsequent agreements will be formally certified by a professional translator to ensure independently the equivalency of each version.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives:

FOR THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

DocuSigned by:

January 14, 2022

M. Elizabeth Magill
Executive Vice President and Provost

Date

FOR UNIVERSITAT DE VALÈNCIA

MARIA VICENTA MESTRE ESCRIVA

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MESTRE ESCRIVA

Fecha: 2023.06.06 11:35:35 +02'00'

Dra. Maria Vicenta Mestre Escriva
Rector

Date