

STUDENT EXCHANGE AGREEMENT
between
California State University San Marcos
and
Universitat de València

This Agreement is entered into between the Trustees of the California State University on behalf of California State University San Marcos (collectively “CSUSM”), and, on the other 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: Q-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) (collectively the Universitat de València or “UV”.

CSUSM and UV are referred to collectively herein as the Parties and sometimes individually as a Party.

ARTICLE I: SCOPE OF AGREEMENT

This Agreement is subject to the availability of funds of either Party.

ARTICLE II: GENERAL PROGRAM REQUIREMENTS

Section 1. Definitions.

- a. “Exchange” means a one-for-one exchange of students from each Party.
- b. “Exchange Students” means students participating in the exchange implemented herein. Students from other institutions who are U.S. citizens may not come to the CSU as an Exchange Student.
- c. “Home Institution” means the Party the student intends to graduate from.
- d. “Host Institution” means the Party that has agreed to receive the Exchange Students from the Home Institution.

Section 2. Tuition and Fees.

- a. Students attending either Party as Exchange Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution.
- b. Exchange programs established under this Agreement shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged or collected for Exchange Students. Fees for campus services may be charged to the visiting Student.

- c. Exchange balances will be met over the course of each Party's academic year and approved by April 1 of each year.
- d. If at any time there becomes an Exchange imbalance, either Party may send students on a fee-paying basis pursuant to the Parties' separate Study Abroad Agreement.
- e. At the completion of Exchange period, students visiting either Party will be provided official transcripts to their Home Institution, at no charge.

Section 3. Funding Resources. Each Party affirms that its participating students will have the necessary personal funding resources to meet fully their financial obligations as students. Each Party affirms that its participating students shall have health and accident insurance coverage to include costs of emergency evacuation and repatriation.

Section 4. Housing, Travel and Insurance. The Host Institution will facilitate the arrangement of lodging for Exchange Students, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (e.g., laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for Party-to-Party payments may be negotiated as necessary and must be agreed to in writing by both Parties.

All students must demonstrate sufficient medical insurance as part of their studies abroad. These policies will be determined by each Host Institution.

Section 5. Student Conduct and Academic Policy. While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students shall adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed shall be deregistered from all classes, all tuition and fees shall be forfeited in accordance with the Host Institution's policy, and the student so dismissed shall be expelled from student housing. Neither Party is responsible for any costs associated with return travel, which must be paid by the student. Notice of all alleged violations of the Host Institution's Student Code of Conduct or of any student's dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. Number of Participants. Each Party shall strive to ensure that the annual aggregate of students exchanged will be equal, whether in semesters (6 months) or academic years (9 months). Both Parties will review the program annually for any imbalances in student participation and shall adjust the Exchange program student ratio in the following year to account for any imbalances that occurred during the prior year. The Parties will consult and establish the number of students to be

exchanged as full-time, non-degree students under the provisions of this Agreement by April 1 of each year.

Section 7. Each Party retains at all times the ultimate authority over its own respective admission and subsequent academic decisions. All of UV's participating students must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores required by CSUSM. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL preparation prior to formal admission to the program. Students primarily educated in English speaking countries or territories may be exempted from TOEFL or equivalent requirements, at CSUSM's discretion. Scores: Undergrad: IELTS 5.5. TOEFL 500 ITP/PBT or 61 iBT or equivalent. PostGrad: IELTS 6.0. TOEFL 550 ITP/PBT or 80 iBT or equivalent.

ARTICLE III: TERM AND TERMINATION

This Agreement shall be effective upon its mutual signing and remain in effect through March 1, 2025 with the possibility of renewal for an additional four (4) years upon mutual written agreement. This Agreement may be cancelled by either Party in writing with 90 calendar days' notice. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress shall continue until the current semester in which the termination takes place is completed.

ARTICLE IV: INDEMNIFICATION

Section 1. UV shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of UV, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2: California State University shall defend, indemnify and hold harmless UV and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 1. CSUSM represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

Section 2. UV represents and warrants that it (1) is an educational entity in good standing in the country of Spain and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

ARTICLE VI: MISCELLANEOUS

Section 1: No Agency. Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any faculty or staff member provided under the Exchange program. The Parties are independent contractors and no legal relationship is intended by this Agreement.

Section 2: Compliance with Laws. The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. No Incentive Benefits. UV certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of CSUSM, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Use of Logos and Marks. Neither the Home nor the Host Institution shall use any identifying marks of the other without the express written permission of the other Party.

Section 5. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

Section 6. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

Section 7. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed

by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 8. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of its obligations hereunder due to any causes beyond the reasonable control of the Party whose performance is affected, including but not limited to fire, strike, war, riots, acts of terrorism, acts of any civil or military authority, acts of God, judicial action, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers, delays or disruption of transportation, or other similar cause.

In the event of a Force Majeure occurrence, the Parties agree to jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.

Section 9. Impact of COVID-19. The Parties acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, reasonably prevent a Party from performing its obligations hereunder, the Party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations, even if the circumstances related to COVID-19 were foreseeable at the time of the Parties' execution of this Agreement. In such event, the Parties, as required by Section 8 above, will jointly discuss and implement any mutually agreeable ways to minimize the consequences of such Force Majeure occurrence on each other and on Exchange Students then participating in the Exchange program. Such measures may include, to the extent deemed reasonable and feasible by the Parties under the then-existing circumstances, continuing instruction in alternative modalities during the pendency of the Force Majeure occurrence in order to minimize the loss of credits and time to degree for Exchange Students.

Section 10. Governing Law. 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.

Section 11. Privacy. CSU and UV shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and UV may be subject to various privacy, freedom of information and public records laws, and CSU and UV agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

Section 12. Insurance. Under Spanish law, UV confirms that it is permissibly self-insured for damages, claims or actions in amounts sufficient to support the indemnifications set forth herein. UV also confirms that its self-insurance shall be primary in connection with all indemnification and/or hold harmless obligations set forth in this Agreement.

Each required insurance policy shall state that coverage shall not be canceled by UV, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CSUSM.

Section 13. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To UV:

M^a José Esteban Amaro
International Office
University of Valencia
(E VALENCI01)
Palacio de Cerveró
Plaza de Cisneros, 4
E-46003 Valencia, Spain
Phone: (+34) 96 386 40 17
Email: convenis@uv.es

To CSUSM:

Grant Parsons, Director for International
Enrollments and Partnerships, Global
Programs and Services
333 South Twin Oaks Valley Road
San Marcos, CA 92096
Phone: (760) 750-4090
E-mail: gparsons@csusm.edu

ARTICLE VII: CONCLUSION

INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory

represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

Signed by UV in Valencia, Spain and by CSUSM in San Marcos, California, County of San Diego, United States.

Universitat de València



M^a Vicenta
Mestre Escrivá
Rectora / Principal

2022.05.03
18:00:44 +02'00'

California State University San Marcos

Dra. María Vicenta Mestre Escrivá,
Rector

Ellen J. Neufeldt, Ed.D.,
President

Date: _____, 202_

Date: 05/24/2022, 202_

1. INSTITUTIONAL INFORMATION OF THE UNIVERSITAT DE VALÈNCIA

University/ Institution	Universitat de València	
International Relations website	www.uv.es/relint	
Type of exchange	Student	
Academic responsible of the exchange	Esteban Sanchis Kilders Rector's Delegate for Exchange and Mobility	
Administrative responsible of the exchange	Carlos Pomer Monferrer Head of Service of International Relations International Relations Service	
Contact address	Palau de Cerveró Plaza Cisneros, 4 46003 Valencia. Spain +34 96 386 40 17 email: convenis@uv.es	
Academic calendar	Start date	End date
First semester	September	January
Second semester	January	June

2. SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT, NOT TO CONFLICT WITH ANY OF THE ABOVE TERMS AND CONDITIONS IN THE MAIN BODY OF THE AGREEMENT

<i>Number of students offered by the Universitat de València</i>		
Type of grant: exemption of tuition fees	<i>4 places with a duration of a semester or equivalent in academic year</i>	
Level of studies	Undergraduate degree	
Field of study. With reference to general agreements, the Degrees in Medicine and Dentistry will not be available. If the agreement is based in particular fields of study, please indicate them on the cell next to this)		
Required documentation: (Check the International Relations website for updated information)	http://links.uv.es/bo91YSe	
Deadline for nominate candidates	For the first semester	For the second semester
	31 May	31 October

3. INSTITUTIONAL INFORMATION OF THE CALIFORNIA STATE UNIVERSITY SAN MARCOS

University / Institution	California State University San Marcos
International Relations website	www.csusm.edu
Type of exchange	Student
Person in charge of the exchange	Contact

	Tiffany Gabbard, Assistant Director for Study Abroad	
Academic calendar	Start date	End date
First semester	End of August	Mid-December
Second semester	Middle of January	Middle of May

4. SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT, NOT TO CONFLICT WITH ANY OF THE ABOVE TERMS AND CONDITIONS IN THE MAIN BODY OF THE AGREEMENT

<i>Number of students offered by California State University San Marcos</i>		
Type of grant: exemption of tuition fees	4 places with a duration of a semester or equivalent in academic year	
Level of studies	Undergraduate/Graduate level	
Areas of study not available	Nursing/Education	
Required documentation:	CSUSM exchange application and financial guarantee	
Deadline for nominate candidates	For the first semester March 1	For the second semester November 1