

**MEMORANDUM OF COOPERATION AND UNDERSTANDING BETWEEN  
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY (USA) AND  
THE UNIVERSITAT DE VALENCIA (SPAIN)**

On the one hand, MARIA VICENTA MESTRE ESCRIVÁ, honourable Rector of the Universitat de València as its representative, addressed in Valencia, Avda. Blasco Ibáñez, 13,

On the other, ANN MARIE VANDERZANDEN, honourable Associate Provost of the Iowa State University, as its representative, addressed in 1550 Beardshear Hall, Ames, Iowa.

1. This Memorandum of Cooperation and Understanding (“MOU”), effective the 1st day of October, 2018 is entered into between Iowa State University of Science and Technology (“ISU”) and the Universitat de Valencia (“UV”) to establish a program of academic exchange, cooperation and collaboration in areas of interest and benefit to both institutions.

2. The purposes of the academic exchange, cooperation and collaboration between ISU and UV are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

3. To achieve these goals, ISU and UV will, insofar as the resources of each institution allow and upon the mutual agreement of both institutions:

- promote institutional exchanges by inviting faculty and staff of the cooperating institutions to participate in a variety of teaching and/or research activities and professional development; exchanges shall be subject to the policies of the departments involved;
- receive undergraduate and graduate students from the cooperating institution for periods of study and/or research; as regards medical insurance, the students shall be under the rules in force drawn up by the receiving institution;
- organize coordinated teaching activities;
- organize symposia, conferences, short courses and other meetings on academic and research issues;

- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

4. Each institution shall designate a coordinator to oversee and facilitate the implementation of this MOU. Dr. Chad Gasta is appointed as representative by the Department of World Languages and Cultures at ISU and Carlos Pomer Monferrer Head of International Relations Office as a representative by the Universitat de València. In the event the designated coordinator changes, each cooperating institution agrees to promptly communicate that change including the name and contact information for the new coordinator. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

- to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the cooperating institution on an annual basis;
- to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
- to meet periodically to review and evaluate past activities and to work out new ideas for future academic exchange, cooperation and collaboration.

5. This MOU shall be identified as the foundational document for any additional specific program agreement contemplated between the cooperating institutions. No implementation of this MOU or commencement of any specific exchange or other program may be initiated without the cooperating institutions entering into a specific Educational Program Agreement relating to that program.

6. An Educational Program Agreement concerning any specific program or project shall provide details concerning the specific commitments made by each cooperating institution including, but not limited to, such topics as orientation for visitors from other institution, financial responsibilities, tuition and fees, use of facilities, student admission and enrollment, faculty assignment, curriculum and academic standards, research protocols and other services provided to assure a successful program. Any Educational Program Agreement shall not become effective until it has been reduced to writing and executed by the duly authorized representatives of the cooperating institutions.

7. The scope of the activities to be undertaken under this MOU shall be determined by the funds regularly available at both cooperating institutions for the types of academic and/or research collaboration undertaken and by any financial assistance as may be obtained by either cooperating institution from external sources to support the activity.

8. Except as may be stipulated in any specific Educational Program Agreement, each cooperating institution shall be responsible for any travel, living or operational expenses incurred by its employees or agents under this MOU.

9. Each cooperating institution agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents as related to the academic exchange, cooperation and collaboration activities undertaken pursuant to this MOU.

10. Each cooperating institution agrees that their business relationship is as an independent contractor and nothing in this MOU shall be construed to create a legal partnership, joint venture, employment or agency relationship. Each cooperating institution is responsible for its own debts and liabilities created under this MOU. With respect to employee compensation for services provided pursuant to this MOU, each cooperating institution shall be responsible for withholding of taxes, workers' compensation and other employment related taxes and benefits regarding its own employee's.

11. The cooperating institutions agree to comply with all applicable laws and regulations in their respective countries in performing their obligations under the MOU. This MOU shall be governed and construed under the laws of the State of Iowa and the United States of America with respect to ISU and the laws and regulations of the Valencian Government and Spain with respect to UV. This includes Law 2/2015 of 2 April of the Generalitat regarding Transparency, Good Governance and Citizen Participation in the Comunitat Valenciana (hereinafter LTCV).

A Joint Committee for Supervision and Control is created, formed by those responsible for it. This committee shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement.

12. Neither cooperating institution shall use the other institution's name, trademarks or logos or the names of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other institution. However, the foregoing shall not prohibit either cooperating institution from disclosing general factual information about the existence of this MOU or the other institution for purposes other than publicity, advertisement or endorsement.

13. Upon approval by each institution, this MOU shall remain in effect for a period of four (4) years unless terminated earlier by either institution as permitted under this MOU.

14. Termination by one cooperating institution shall be effected by providing the other cooperating institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this MOU shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the MOU at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without

penalty. If this agreement is terminated, neither ISU nor UV shall be liable to the other for any monetary or other losses which may result.

15. Either cooperating institution has the right to terminate its obligations under this MOU for reasons of force majeure, which is defined as circumstances beyond the control of the institution that effectively prevents the institution from performing its obligations under the MOU.

16. This MOU and any Educational Program Agreements based on this MOU are created based on the common trust and good faith of the cooperating institutions. In the event of a dispute, the cooperating institutions shall make good faith efforts to communicate, understand, negotiate and obtain an amicable resolution.

SIGNED on behalf of Iowa State University of Science and Technology and Universitat de Valencia by authorized officials from each cooperating institution in duplicate copies in each language, each of which shall be deemed an original.

On behalf of

**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY      UNIVERSITAT DE VALENCIA**

\_\_\_\_\_  
Date Aug. 14, 2018  
Ann Marie VanDerZanden  
Associate Provost for Academic Programs

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Date  
Maria Vicenta Mestre Esrivá  
Rector  
  
30 OCT. 2018

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Date August 9, 2018  
Beate Schmittmann  
Dean of the College of Liberal Arts and Sciences