



VNIVERSITAT
DE VALÈNCIA



**AGREEMENT FOR A PROGRAM OF ACADEMIC COOPERATION
BETWEEN
UNIVERSITY OF NORTH FLORIDA, ON BEHALF OF THE COGGIN COLLEGE OF BUSINESS,
AND
LA UNIVERSITAT DE VALÈNCIA (ESPAÑA)**

THIS AGREEMENT is made by and between The University of North Florida Board of Trustees, a public body corporate located in Jacksonville, Florida, United States of America, on behalf of its Coggin College of Business, (hereinafter "UNF") and

On the other hand, María Vicenta Mestre Escrivá, honourable Rector of the University of Valencia, Estudi General, (hereinafter "UV") 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).

RECITALS

WHEREAS, cordial relations exist between UNF and UV; and

WHEREAS, UNF and UV desire to establish certain programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, educational exchanges, and cultural programs of mutual interest.

NOW THEREFORE, in contemplation of the relationship to be established and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 GENERAL

1.1 The primary objective of this Agreement is to create a means for cooperative efforts between UNF and UV to effect the academic interchange of faculty and students and academic and research information between the two educational institutions.

1.2 The parties agree that this Agreement will provide the foundation and framework for the particular projects developed by academic and administrative units from the two institutions and that other and future implementing project agreements will supplement or amend this Agreement.

1.3 In addition to the reciprocal exchange and hosting of students and faculty, UNF and UV may jointly develop common educational programs, develop and organize executive or continuing education programs for the professional community, co-author publications, assist with student career placement, and organize cultural events utilizing the resources of either institution.

1.4 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.



VNIVERSITAT
DE VALÈNCIA



1.5 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.

1.6 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. These specific agreements will be incorporated as an annex to this agreement.

2.0 TERM

2.1 The duration of this agreement is four (4) years, unless denounced by three (3) month prior written notice and without affecting the completion of any activity underway at the time.

2.2 The Term may be extended by written agreement before expiration, and such extension shall be effective upon the execution of an instrument renewing the Term executed by both parties. A party may refuse to extend the Agreement if it determines, in its sole judgment, that the performance under this Agreement has not been satisfactory or is not in its best interests.

2.3 Either party shall have the absolute right to terminate this Agreement with cause upon six (6) months prior written notice to the other party.

2.3.1 In the event of such termination, any individuals currently participating in an exchange under this agreement will be able to complete the term of their exchange without penalty due to the termination.

2.4 After the second year of this Agreement, UNF and UV may jointly review the provisions hereof and make any recommendations for revisions or modifications to this Agreement, if any, to their respective governing bodies.

3.0 ACADEMIC AND DISCIPLINARY RULES

Either party, at the request of the other, at any time during the Term, will provide to the requesting party a copy of its student handbook and faculty handbook, or equivalent materials, addressing policies covering matters of academic responsibility and social discipline. The academic requirements of both educational institutions shall be respected, and all current, applicable policies covering matters of academic responsibility and social discipline will be carefully followed. Each party reserves the right to withdraw or dismiss any student or faculty participant from its program or facilities if such participant's conduct or work is not in accordance with the policies or procedures of the institution or is detrimental to others. Any termination of an exchange participant will be executed only at the end of a specific work/school/academic period unless the termination is for breach of the Host Institution's rules, policies or procedures, in which event termination may be immediate. Each institution shall provide an orientation session and materials for exchange students and faculty, and each institution shall assure that all participants are made aware of those actions which may result in withdrawal or dismissal for cause.

4.0 INTELLECTUAL PROPERTY AND RESEARCH PROTOCOL



VNIVERSITAT
DE VALÈNCIA



4.1 The parties agree to the mutual exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this Agreement.

4.2 Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties. Title to all inventions and discoveries made solely by UNF inventors resulting from the Research Program shall reside in University; title to all inventions and discoveries made solely by UV inventors resulting from the Research Program shall reside in Sponsor; title to all inventions and discoveries made jointly by University and UV inventors resulting from the Research Program shall reside jointly in UNF and UV.

4.3 All research and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each party.

5.0 GENERAL STUDENT CONSIDERATIONS

In accordance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, its implementing regulations, 32 C.F.R. Part 99 ("FERPA"), Section 228.091, Florida Statutes, and UNF regulation, the parties agree to protect the confidentiality of student education records.

6.0 BUDGETARY CONSIDERATIONS

6.1 Resources for implementation of this Agreement may be contributed by either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement.

6.2 No implementation of any portion of this Agreement and no commencement of any specific projects under this Agreement shall be initiated by one party prior to a written agreement by the parties providing for the source of funding. Upon any determination by a party, subsequent to commencement of a specific project under this Agreement, that it lacks available funding to fulfill the obligations of that specific project, it shall immediately notify the other party.

7.0 INSURANCE

7.1 UNF, as a public body corporate, is self-funded for general public liability insurance for personal bodily injury and wrongful death claims, and for property damage liability, to cover such liability caused by or arising out of actions, facilities, acts or omissions of its own directors, officers, agents and/or employees while acting within the scope of their employment by UNF. Evidence of such insurance shall be provided to UV upon request.

7.2 UV shall maintain, at its own cost and expense, general public liability insurance for personal bodily injury and wrongful death claims, and for property damage liability, to cover such liability caused by or arising out of actions, facilities, acts, or omissions of its own directors, officers, agents, and/or employees while acting within the scope of their employment by UV. Evidence of such insurance shall be provided to UNF upon request.



VNIVERSITAT
DE VALÈNCIA



7.3 UNF and UV further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

8.0 RELATIONSHIP OF PARTIES

8.1 This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants, joint venturers or agents as between the parties. The parties to this Agreement are acting as independent contractors. With respect to employee compensation for services provided in connection with this Agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation, and other employment-related taxes.

8.2 Each party may use the name of the other for the purpose of promoting the objectives identified in Section 1 of this Agreement.

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

1. Andres Gallo is appointed as representative by the University of North Florida and Prof. Prof. Asunción Hernández Fernández, del Departamento de Comercialización e Investigación de Mercados, 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 meet alternatively at both institutions unless otherwise stated.

9.0 GOVERNING LAW; FORUM

This Agreement shall be governed by and construed under the laws of the State of Florida with respect to UNF, and the laws of Spain with respect to UV. The parties shall cooperate mutually to resolve any disputes or understandings by collaboration and discussion.

10.0 NOTICES

Any notice to either party hereunder must be in writing signed by the party giving it and mailed postage prepaid by U.S. Postal Service or its international equivalent first class, certified, or express mail and addressed as follows:

To UNF:
University of North Florida
Att. Andrés Gallo
Director International Business Flagship Program
Coggin College of Business
University of North Florida
1 UNF Drive
Jacksonville, FL, 32224
e-mail: agallo@unf.edu
Tel.: +1-904-620-1694

To UV:
UNIVERSITAT DE VALÈNCIA
Att. M^a José Esteban Amaro
Plaza Cisneros, 4
46003 Valencia, España

Email: convenis@uv.es
Tel.: (34) 96 38 64017



VNIVERSITAT
DE VALÈNCIA



or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

11.0 ADDITIONAL TERMS OF AGREEMENT

11.1 Waiver. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or as a waiver of any other breaches of the same or other provisions of this Agreement.

11.2 Non-Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be binding upon the successors and permitted assigns of both parties.

11.3 Modification. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally, but may be amended by written agreement of the parties. Any amendment, supplement, waiver or change to this Agreement may be made effective at any time during the Term, as agreed in writing by the parties.

11.4 Non-Exclusive. This Agreement shall not be exclusive, and UNF and UV are free to establish relationships and enter into similar cooperative agreements with other institutions.

11.5 Public Records. It is State of Florida policy that all public records of the State (including state university records) are open for personal inspection and copying by any person. This agreement between UNF and UV, written communications, and other documents, papers and other materials made in connection with the transaction of official business between UNF and UV are public records and required by Florida statute to be open to the public. This Agreement therefore may be cancelled at any time for either UNF's or UV's refusal to allow public access to all documents, papers, letters and other materials open to the public inspection under the State of Florida Public Records Law.

11.6 Authority. The parties acknowledge that those individuals signing this Agreement are fully authorized to sign on behalf of their respective institutions and are empowered to bind their respective institutions for all purposes set forth in this Agreement.

12.0 JOINT COMMITTEE FOR SUPERVISION AND CONTROL

A Joint Committee for Supervision and Control is created. This committee shall be in charge of the resolution of problems that may arise regarding the Agreement's interpretation and enforcement.

TRANSPARENCY CLAUSE

Subject to Section 5.0 of this Agreement, 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).



VNIVERSITAT
E VALÈNCIA



IN WITNESS WHEREOF, the authorized representative(s) of UNF and UV have executed this Agreement in two counterparts.

The agreement has been signed in spanish and in english, two copies for each language, all of them being identical and equally valid.

The University of North Florida
Board of Truste

UNIVERSITAT DE VALÈNCIA



By: _____
Dr. Simon Rhodes, Ph. D.
Vice President for Academic Affairs

By _____
Dra. Maria vicenta Mestre Escrivá
Rector

Date: _____

Date: 20 ENE. 2020