

## MEMORANDUM OF UNDERSTANDING Between

**UNIVERSITY OF BURGUNDY (France)**  
And  
**UNIVERSITAT DE VALÈNCIA (Spain)**

On the one hand, María Vicenta Mestre Escrivá, honourable Rector of the Universitat de València, Estudi General, with registered office in Valencia, 13, Avda. Blasco Ibáñez (CP 46010) SPAIN, 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 25/2022, of March 11, of the Consell (DOGV 2022/9297).

On the other, Vincent Thomas, honourable President of the University of Burgundy, as its representative, with registered office in Maison de l'Université, Esplanade Erasme, 21000 Dijon, FRANCE.

University of Burgundy and Universitat de València are exchanging this agreement to develop a spirit of amity and cooperation with each other.

### CLAUSES

1. This agreement aims to promote international academic cooperation and the exchange of teaching and research experiences between University of Burgundy (uB) and Universitat de València (UV).
2. The two institutions will cooperate in developing friendship and mutual interests on a reciprocal basis of respect for the independence and equal status of institution.
3. The two institutions agree to:
  - a. exchange academic materials and information;
  - b. mutually receive educational visits by faculty members and researchers;
  - c. exchange students;
  - d. hold joint international conferences;
  - e. conduct joint research projects;
  - f. engage in other activities to better enhance mutual understanding and cooperation.
4. The details of this agreement are to be decided by more specific agreements after consultation between the two institutions.

5. This agreement will be effective by the signature of one or more specific agreements.
6. Each institution will appoint a representative in order to define and organise the cooperation programmes between both institutions.

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.

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

The duration of this agreement is four (4) years and will be extended for another four years. Unless denounced by three (3) month prior written notice and without affecting the completion of any activity underway at the time

8. If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by consultation between the institutions in the spirit of mutual consultation and cooperation. a Joint Committee for Supervision and Control is created, formed by those responsible for it mentioned in Clause Six. This committee shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement.

## 9. DATA PROTECTION CLAUSE

Both parties are 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. For these purposes, the signatory entities of the Agreement will be considered responsible for the respective data processing activities collected from the participants in the activities formed in the cooperation programs that are the subject of this agreement.

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](mailto:lopd@uv.es)/[dpd@u-bourgogne.fr](mailto:dpd@u-bourgogne.fr)) providing a photocopy of your ID or equivalent document and identifying the right that is requested.

Likewise, the University of Valencia has enabled the address [lopd@uv.es](mailto: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.

## 10. TRANSPARENCY CLAUSE

Complying with Law 1/2022, of April 13, of the Generalitat, of Transparency and Bon Govern of the Valencian Community, 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 and in Dijon, two copies for each language, English, French and Valencian, all of them being identical and equally valid.

Vincent THOMAS President University of Burgundy		Maria Vicenta Mestre Escrivá Rector Universitat de València	
Date : - 5 JUL. 2022		Date : 23 NOV. 2022	