

Memorandum of Understanding
Between
MACQUARIE UNIVERSITY (Australia)
And
UNIVERSITAT DE VALÈNCIA (Spain)

On the one hand, **Macquarie University** through its Faculty of Science and Engineering (CRICOS Provider Number 00002J) of Balaclava Road, Macquarie University, North Ryde NSW 2109

and

On the other 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).

CLAUSES

1. Purpose

Each party to this memorandum seeks to enhance relations between them by developing academic and cultural interchange in teaching, research and other programs and activities. Within the framework of the regulations and policies applying to and in each institution, and subject to the availability of resources, the following programs and activities will be encouraged:

- a) mutually receive educational visits by faculty members and researchers
- b) joint research activities and projects;
- c) joint conferences and other academic meetings;
- d) exchange of academic materials and information; and
- e) exchange of students.
- f) engage in other activities to better enhance mutual understanding and cooperation

2. Further agreements to be negotiated

Before any program or activity referred to in this memorandum is implemented, the parties will enter into a binding and formal written agreement or agreements with each other. Each written agreement will detail the specific form and content of the program or activities and will cover the rights and responsibilities of each institution.

3. Visas and Costs

- a) All visits of staff and the admission of students will be subject to compliance with entry and visa requirements of the two countries involved and with the requirements and policies of the two institutions.
- b) Each party acknowledges that in the absence of any specific agreement to the contrary, all expenses, salary, travel, living and other costs will be determined at the discretion, and will be the responsibility of, the visitor's home institution.

4. Non-exclusivity

The parties agree that this memorandum is non-exclusive. Neither the existence nor the content of this memorandum precludes:

- a) the development of other collaborative projects between either party and a third party, even if similar to the agreed areas of collaboration set out in this memorandum; or
- b) a party from subsequently raising any additional matter or from adopting a different approach to the subject matter of this memorandum.

5. Confidentiality and Publicity

- a) The parties acknowledge that information disclosed by one party to the other (**the disclosing party**) in the course of the subject matter of this memorandum may be

confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

- b) Neither party may make any public announcement, publish any advertisement or allow any press release in any manner, medium or forum concerning this memorandum without the prior written consent of the other party.
- c) The parties must not use any mark, name or logo of the other party without that party's prior written consent. The consent provided may be subject to any conditions.

6. Intellectual Property

Nothing in this memorandum is intended to affect the intellectual property rights or interests of a party.

7. Term and termination

- a) This memorandum commences on the date the last party signs this memorandum and will continue for four (4) years thereafter.
- b) The parties may extend for another four years by written agreement.
- c) A party may terminate this memorandum:
 - (i) on three months' prior written notice to the other party; and without affecting the completion of any activity underway at the time or
 - (ii) immediately by a party where there is a change in legislation, or the party receives a notice or directive from a government or public authority, which invalidates, adversely affects the enforceability of this memorandum or the continued conduct of a program or activity contemplated by it, or requires the termination or variation of this memorandum.

8. Legal effect

Excepting clause 5 (confidentiality and publicity) and clause 6 (intellectual property), this memorandum is not intended to create binding legal obligations for either party. It serves only as a record of the parties' current intentions.

9. Data Protection and Personal Information Clause

The parties acknowledge and agree that the Universitat de València is 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.

The parties agree that before any personal data and personal information is shared between the parties in connection with this memorandum, they will enter into a binding written agreement which sets out how they will process that information and the data processing principles that will apply in order to ensure that each party will be able to comply with relevant personal data protection and privacy laws that apply to it.

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 parties acknowledge and agree that Macquarie University may be required by the Government Information (Public Access) Act 2009 (NSW) (or other relevant legislation) to publish the details of this memorandum.

The agreement has been signed in Valencia and in Sydney , two copies for each language, English, and Valencian, all of them being identical and equally valid.

Signed on behalf of **MACQUARIE UNIVERSITY**
by its authorised officer:

Signature of authorised officer

Jonathan Wylie

Name of authorised officer

Vice-President
Strategy, Planning and Performance

Position of authorised officer

Date

6 / 04 / 2023

Signed on behalf of **UNIVERSITAT DE VALÈNCIA**
by its authorised officer:

M^a Vicenta 2023.03.14
Mestre Escrivá
Rectora / *Principel* 12:03:30
 **UNIVERSITAT** +01'00'
DE VALÈNCIA

Signature of authorised officer

Maria Vicenta Mestre Escrivá

Name of authorised officer

Rector

Position of authorised officer

Date