

MEMORANDUM OF UNDERSTANDING
BETWEEN KINGSTON UNIVERSITY
AND THE UNIVERSITAT DE VALÈNCIA (SPAIN)

Kingston University Higher Education Corporation of River House, 53-57 High Street, Kingston upon Thames, Surrey KT1 1LQ, United Kingdom (hereinafter referred to as 'KU')

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) 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). (hereinafter referred to as 'UV')

Each referred to individually as an "Institution" and together as the "Institutions".

1 - Introduction

In order to strengthen mutually beneficial relations, the Institutions join in the following memorandum of understanding on education and cultural co-operation (the '**Memorandum**').

The purpose of this Memorandum is to identify topics and objectives of potential collaborative activities.

The Institutions agree that they are free to work with other institutions on the same or similar topics covered by this Memorandum.

2 - Subjects of the Collaborative activities

The overall topic of the collaborative activities is to facilitate university cooperation in both academic and research fields, during the three cycles of higher education.

3 – Specific Collaborative Activities

- 3.1. Collaboration may include, but is not to be limited to, the following:
- a) Exchange of materials, publications and information;
 - b) Staff and Student exchanges, study abroad and internships;
 - c) The development and organisation of joint activities, including research projects, meetings, seminars or conferences that address topics of interest to both Institutions;
 - d) The preparation and submission of joint publications;
 - e) Joint applications for funding of collaborative projects;
 - f) Exchange of cultural and social activities organised by the Institutions.
- 3.2. Details of several areas of potential collaboration are currently being discussed by the Institutions. Where agreement is reached on any potential collaboration, the specific details of agreement on each collaborative activity (including financial implications and intellectual property ownership) shall be subject to a formal written agreement signed by authorised signatories of both Institutions.
- 3.3. The intellectual property rights (including patent applications and patents) with respect to all research shall normally be governed by the intellectual property policies of the Institution within which the relevant Staff or Students are affiliated, but IPR ownership and associated arrangements will be mutually agreed and confirmed in writing by the Institutions in each case.
- 3.4. Neither Institution shall bear any financial responsibility for the other as a result of joint activities, except as may be agreed in writing by duly authorised signatories of both Institutions. Funding for joint activities may be covered through grants from third parties, if available.

4 – Representatives

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

- 4.1. Dr. Ana Maria Pedraz Marcos, from the Department of Strategy, Marketing and Innovation is appointed as representative by Kingston University and Prof. Isabel Pla Julian, from the Department of Applied Economics as a representative by the Universitat de València.
- 4.2. 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.

5 – Dispute Resolution

Should any misunderstandings arise during the course of this Memorandum, the Institutions will seek to resolve the matter by discussion between them.

6 - Duration and Termination

- 6.1. This Memorandum will become effective on the date that it is signed by both Institutions and will be valid for a period of four (4) years and will be extended for another four years. Any changes to this Memorandum must only be made by agreement in writing signed by both Institutions.
- 6.2. This Memorandum may be terminated by either Institution by 6 month's written notice to the other at any time.

7- Miscellaneous

- 7.1. This Memorandum records the understanding between the Institutions and is not intended by the Institutions to be a legally binding document and will not be enforceable in any court of law. Legally binding written agreements between the Institutions will be prepared and signed as and when required to cover the specific activities anticipated by this Memorandum.
- 7.2. Notwithstanding other clauses in this Memorandum, the Institutions will use their best endeavours not to carry out any action that is likely to damage the reputation of the other.
- 7.3. Nothing in this Memorandum shall create or be construed as creating a partnership, joint venture, contract of employment, relationship of employer and employee, or a relationship of principal and agent between the Institutions.
- 7.4. A Joint Committee for Supervision and Control is created, formed by those responsible for it mentioned in Clause Four. This committee shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement.

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 (lpdp@uv.es/corresponding mail of the another University) providing a photocopy of your ID or equivalent document and identifying the right that is requested.



Likewise, the Universitat de València has enabled the address 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.

TRANSPARENCY CLAUSE

In compliance 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 Kingston University, two copies for each language, English and Valencian all of them being identical and equally valid. Signed as an understanding:

For and on behalf of
The Universitat de València

For and on behalf of
The KU



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UV Signatory

Dra. María Vicenta Mestre Escrivá

Rector

KU Signatory

Prof. Martyn Jones

Deputy Vice-Chancellor

Name & Job Title

Date

Name & Job Title

Date 12th May 2023