

**AGREEMENT BETWEEN UNIVERSITAT DE VALÈNCIA (SPAIN) and OSCE  
ACADEMY IN BISHKEK**

On the one hand, Dra. María Vicenta Mestre Escrivá, Honourable Rector of Universitat de València (Estudi General), with registered office in València, 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 Universitat de València and empowered as of its appointment by Decree 25/2022, of March 11, of Consell de la Generalitat (DOGV no. 2022/9297 of 14/03/2022).

On the other, Dr Indira Satarkulova, Acting Director of the Public Foundation “OSCE Academy in Bishkek”, acting on behalf of and representing it, legitimized for this act by virtue of article 9.4 of the Charter of the OCE Academy in Bishkek and empowered as of the appointment by the Board of Trustees dated 9 December 2022, with registered address at pereulok Botanichesky 1 A, Bishkek, 720044, Kyrgyz Republic.

**STATE**

That drawn by the willingness to reinforce the existing academic relationships and establish new ones, and with the necessary mutual legal capacity to sign the present agreement on behalf of the institution that they represent, agree

**CLAUSES**

**FIRST.**

The present agreement has been designed to facilitate both universities' cooperation in academic and research fields, during the three cycles of undergraduate and postgraduate education.

**SECOND.**

In order to carry out this cooperative programme, both parties agree to:

- 1) Communicate the results of their pedagogical experiences (courses, seminars, etc.).
- 2) 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.

3) 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.

4) Promote, according to their possibilities, lecturers' exchanges for a specified period of time, being academic or research activities their main objectives. Exchanges shall be subject to the policies of the departments involved.

5) Accept students from the sister institution provided they meet the requirements in force established by the host institution and under suitably established conditions. As regards medical insurance, the students shall be under the rules in force drawn up by the receiving institution.

6) Both the concrete cooperation programmes 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 appended to this agreement.

### **THIRD.**

The specific cooperative programmes shall be drawn up annually and appended to this agreement.

### **FOURTH.**

Pending the availability of the budget, each institution shall endeavour to reserve in their budgets the necessary funds for the application of the agreement and to obtain the complementary financial help or subsidies.

### **FIFTH.**

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

Victoria Orazova is appointed as representative by the OSCE Academy in Bishkek and Prof. Clara Portela Sais, from the Department of Constitutional Law, Political and Administrative Sciences as a representative by Universitat de València.

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.

**SIXTH.**

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.

This agreement will have a duration of four (4) years. Once this period has ended, it will be extended for another four years with the prior written agreement of both parties, unless an express complaint is made with a minimum notice of three (3) months and without prejudice to the fact that it may affect the completion of the activities in process at that moment.

**SEVENTH.**

Any modification to this agreement, by common consent with both institutions, shall require the same proceedings as for its initial drawing up.

**EIGHTH.**

A Joint Committee for Supervision and Control is created, formed by those responsible for it mentioned in Clause Five. 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 fulfil 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 ([lopdp@uv.es](mailto:lopdp@uv.es)/corresponding mail of the other

University) providing a photocopy of their ID or equivalent document and identifying the right that is requested.

Likewise, the Universitat de València 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.

#### TRANSPARENCY CLAUSE.

In compliance with Law 1/2022, of April 13, of the Generalitat, of Transparency and Good Governance of the Valencian Community, 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 consists of 4 pages, has been signed in València and in Bishkek, in English and Valencian languages, electronically by the officials of both universities and shared in scanned versions which parties have agreed to consider valid. In case of any discrepancy, the English version shall prevail.

#### UNIVERSITAT DE VALÈNCIA

M<sup>a</sup> Vicenta MARIA VICENTA|  
Mestre Escrivá MESTRE|ESCRIV  
Rectora / Principal A 2024.01.23  
 UNIVERSITAT DE VALÈNCIA 10:20:37 +01'00'

Dra. María Vicenta Mestre Escrivá

RECTOR

Date:

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Dr. Indira

Date: 19 December 2023