

COMMERCIAL AGREEMENT BETWEEN THE 'CENTRE D'IDIOMES DE LA UNIVERSITAT DE VALÈNCIA S.L.U.' AND 'INTERNATIONAL STUDIES ABROAD (ISA) ESPAÑA' FOR THE IMPLEMENTATION OF A STUDY ABROAD PROGRAM IN VALENCIA (SPAIN) [2023/2024]

On the one part, **THE CENTRE D'IDIOMES DE LA UNIVERSITAT DE VALÈNCIA S.L.U.**, hereafter referred to as CDI – UV, with Spanish nationality and registered office in Valencia, C/ Serpis, 25 (46022), with Tax ID Number B-96871504, represented by its Director, Prof. Pedro Morillo Tena.

AND

On the other part, **INTERNATIONAL STUDIES ABROAD ESPAÑA S.L.**, hereafter referred to as ISA ESPAÑA, with Tax ID Number B-91863332, with head office at Calle Brasil, 3 Sevilla, 41013 (Spain) represented by Angel Eguiluz Pacheco, its Senior Vice-President for Global Operations.

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this Agreement and to that effect they state the following:

WHEREAS

- I. It is of mutual interest to sign this **Commercial Agreement** in order to establish a broad cooperation framework that contributes to better fulfill the aims and objectives of both Parties.
- II. The Parties are institutions that wish to establish, for reasons of essence, purpose and aims, the communication channels to allow the exchange of scientific and cultural knowledge, being among their objectives to boost scientific productivity, knowledge transfer, technological development and innovation in all fields of knowledge and to collaborate with universities and research centers (Article 60 of Law 2/2011, of 4 March, on Sustainable Economy).
The CDI - UV is an entity with its own legal personality and its purpose is to serve as the University of Valencia's own medium for:
 - Teaching modern language courses and other non-regulated courses.
 - Organizing examinations to obtain the corresponding qualifications and certificates.
 - Organizing the publication of materials for language teaching.
 - Organizing specialized and monographic courses related to the aforementioned activities, all of this through the corresponding professionals.
 - Organizing complementary activities related to the above.
- III. ISA ESPAÑA's mission is to provide opportunities of high-quality education abroad to university students and seeks to establish partnerships for this purpose, facilitating study abroad for ISA ESPAÑA participants who wish to study at CDI - UV.

For the abovementioned reasons, the Parties deem it appropriate to increase their academic and scientific engagement in the fields of teaching, research and technology transfer, cooperation, and culture, establishing the appropriate instruments.

The two parties mutually acknowledge each other's legal capability and competence to sign this document, and therefore in consideration of the above, both parties hereby enter into and sign an Agreement for the development of a STUDY ABROAD PROGRAM, in accordance with the following,

CLAUSES

1. **PURPOSE**- The purpose of this agreement is to define the terms of the collaboration between CDI - UV and ISA ESPAÑA to develop an academic STUDY ABROAD PROGRAM for STUDY ABROAD STUDENTS selected by ISA ESPAÑA with an annual offer of 'Customized Courses', that is Specific Training Courses.
2. **STUDY ABROAD PROGRAM**-The Program will be delivered for the academic year 2023/2024, starting in Summer 2023 courses. The teaching staff to deliver the academic Programs defined will be selected and provided by the Filología Española Department- Facultad de Filología, Traducción y Documentación. All teaching staff will be university academic staff (or CDI - UV staff, if necessary and under the supervision of the person responsible for teaching coordination designated by the University of Valencia) and fully recognised by the Universitat de Valencia - Facultad de Filología, Traducción y Documentación, Filología Española Department. Courses will be delivered mainly face-to-face at CDI - UV or any UV campus under the conditions established hereunder. The Program may include additional Field Study Activities.
3. **COORDINATION AND FOLLOW-UP**- This agreement shall be coordinated and monitored by:
 - Manuel Vicente Gutiérrez Olavarría, Resident Director at ISA ESPAÑA Valencia.
 - Pedro Morillo Tena, director of the CDI – UV, or the person designated by him.

These representatives will periodically carry out an evaluation of the activities fulfilled or to be fulfilled, and will produce a report that will be communicated to the relevant parties. Any notice, request or communication made by either of the parties in relation to this Agreement shall be in writing and shall be delivered to their respective addresses, which are as follows:

4. CDI - UV COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

- 4.1. **Types of courses available to Participants.** ISA ESPAÑA participants will have priority registration in courses that are designed by, specifically requested by, or managed by ISA ESPAÑA under this agreement. CDI - UV will also allow ISA ESPAÑA participants to enrol in undergraduate courses listed in the CDI - UV catalogue and/or any of the other Study Abroad "Customized Courses" designed by CDI - UV always subject to availability of student positions on the selected courses. However, CDI - UV will make reasonable efforts to accommodate ISA ESPAÑA SA Students whenever possible.
- 4.2. **Availability of courses and course listings.** Each term, CDI - UV will make available to ISA ESPAÑA an updated list of the courses that will be offered the following term, including the syllabi for the courses and the curriculum vitae of faculty who will be teaching the courses. This information shall be made available to ISA ESPAÑA no later than the beginning of the Call of Applications (as defined in Clause 4.8). The list of regular courses is subject to change once distributed to ISA ESPAÑA however, changes to the lists will be exceptional, and CDI - UV will notify ISA ESPAÑA immediately of any change to the list.
- 4.3. **Customized Courses.** CDI - UV agrees to work with ISA ESPAÑA on the development of special courses designed according to the needs of specific U.S. universities with which ISA ESPAÑA has

relationships. To facilitate the development of these ISA ESPAÑA Custom Courses, CDI - UV agrees to identify CDI - UV professors who may be interested in teaching courses that meet the curriculum requirements of the U.S. institutions. The costs for these courses will be specified hereunder.

4.4. Syllabus Publication. CDI - UV agrees to allow ISA ESPAÑA to publish and reproduce any and all syllabi for courses taught at CDI - UV, including making such information publicly available on ISA ESPAÑA website. ISA ESPAÑA allows CDI - UV to publish and reproduce any and all syllabi for courses taught at CDI - UV, including making such information publicly available on CDI - UV Study Abroad website.

4.5. SEMESTERS

4.5.1. Semesters for Customized Courses:

CDI - UV 2023 Summer Courses.

CDI - UV 2023 Fall Semester (A): Will run from September 2023 to December 2023

CDI - UV 2024 Spring Semester (B): Will run from January 2024 to May 2024

CDI - UV 2024 Summer Courses. Will run from May 2024 to August 2024

4.5.2. Enrolment courses may have a different calendar and exam dates so that has to be checked for each course. Exceptions on calendar and exams for courses under Enrolment need to have Teacher's approval.

4.6. Participant registration. The candidates wishing to enrol on these courses must have the appropriate degree and the basic knowledge necessary to follow the established academic Program. Candidates will be selected by ISA ESPAÑA according to this requirement. CDI - UV will make reasonable efforts to secure registration for participants in preferred enrolment courses. When that is not possible, ISA ESPAÑA should be notified immediately and agreement reached on appropriate substitute courses. ISA Students under agreement will always have a place assured on ISA ESPAÑA customized courses.

4.7. Acceptance of students coming from U.S. universities with Direct Exchange Agreement with CDI - UV will require the approval of their home university (Exchange Office or similar).

4.8. Application Process. ISA ESPAÑA shall provide CDI - UV with a list of selected courses for applicants according to the process and timeline established hereunder. ISA ESPAÑA will provide the CDI - UV with a prescribed and completed application form and a copy of a current transcripts for each student applicant. Additional participants may be added to the list after the deadline with the approval of CDI - UV. CDI - UV will provide ISA ESPAÑA with the final list of accepted applicants per course after the end of the call for applications, as defined below. ISA ESPAÑA will notify CDI - UV immediately if any of the participants appearing on the lists withdraw their Program application. For Application Process and time line the following dates apply tentatively:

Dates for APPLICATION:

CDI - UV 2023 Fall Semester:

CDI - UV list of accepted candidates: 15 June 2023

CDI - UV 2024 Spring Semester:

Call for Applications: 1 June-31 October 2023

CDI - UV list of accepted candidates: 15 November 2023

CDI - UV 2024 Summer Courses

Call for Applications: 1 January-1 March 2024

CDI - UV list of accepted candidates: 15 March 2024

4.9. Letters of acceptance deadlines. If needed, CDI - UV will provide ISA ESPAÑA with official letters of acceptance for each participant in order to facilitate their efforts to obtain the necessary immigration documentation. Proposals for letters will be sent by ISA ESPAÑA as applications are received in their Central Office and CDI - UV will write the original invitation letters according to the schedule. ISA ESPAÑA guarantees that all the information of the student's visa letters (proof of payment, insurance...) are truthful. The official letters of acceptance are only intended for visa application processes.

4.10. CREDITS. ISA ESPAÑA may establish that ISA Students will be enrolled to a minimum and maximum of credits.

- Minimum of credits for each student registration: 12 US credits/ 180 hours
- Maximum of credits for each student registration: 15 US credits/ 225 hours

4.11. Monitoring the Registration. Changes (Adds and Drops) on courses registration will be allowed only during the first two weeks of each term. Nevertheless, that will not affect changes or cancellation of the courses. No later than two weeks after the start date of each term, CDI - UV will review the course registration of ISA ESPAÑA participants. CDI - UV will notify ISA ESPAÑA of each participant's registration and the US credits (customized courses) or ECTS credits (for enrolment courses) registered during the term. ISA Students will also be responsible of notifying ISA ESPAÑA if they make any changes on the course registration. Payment of tuition for credits in excess of the maximum credits established for any student (4.10) will not be the responsibility of CDI - UV or ISA ESPAÑA unless ISA ESPAÑA explicitly agrees to pay the additional credits for that student.

4.12. Transcript deadlines. CDI - UV will submit an official transcript for each participant no later than 15 days after the completion of each participant's Program. For the enrollment courses, final transcript will be submitted no later than 5 days after the official deadline for grading evaluation (first week of February/July). CDI - UV will provide proof of academic coursework in the form of a transcript for every participant, with no exceptions. The transcript will include the assessment status (i.e. grade, incomplete) of every course for which the participant enrolled at the start of the term. CDI - UV will send all transcripts directly to ISA ESPAÑA office.

4.13. Grading. CDI - UV will provide ISA ESPAÑA the student's grades on the Spanish Grading System which is a decimal system ranging between 0 and 10 points. Grades of 5.0 and higher are passing grades.

4.14. Grade Contestation and Transcript Requests. CDI - UV agrees to fully consider all grade contestations from ISA ESPAÑA participants and to work with ISA ESPAÑA staff to resolve grade disputes. In the event of changes to a participant's transcript, CDI - UV agrees to reissue the amended transcript as quickly as possible.

4.15. Permission to publish partnership with university. CDI - UV gives ISA ESPAÑA explicit permission to announce its affiliation with CDI - UV. Also, CDI - UV gives ISA ESPAÑA explicit permission to include pictures of CDI - UV and information about CDI - UV in ISA ESPAÑA printed materials and the ISA ESPAÑA website. Examples of the information ISA ESPAÑA is allowed to publish include, but may not be limited to: CDI - UV course listings, CDI - UV institutional background, and CDI - UV academic mission as appearing in CDI - UV's published materials and/or CDI - UV web site. All published materials must be reviewed and

approved by CDI - UV prior to publication. Pursuant to the initial approval of content by CDI - UV, ISA ESPAÑA may make changes as necessary to keep the information current. CDI - UV may include a link to the ISA ESPAÑA website in the appropriate section of CDI - UV's web site.

4.16. International Student Orientation and Academic Advising Services. CDI - UV will allow participants to join in any of the orientation and/or welcome activities that CDI - UV plans for international ISA Students. CDI - UV will provide academic advising services as needed to participants upon arrival to CDI - UV, during the standard CDI - UV advising dates, to facilitate the participants' final class selection.

4.17. Campus Facilities, Student Services and Extracurricular Activities. CDI - UV will give Study Abroad Students full access to the standard CDI - UV facilities, extracurricular activities and student services, including, but not limited to: use of CDI - UV libraries, athletics facilities, bookstore, computer labs and health services to the same that are available to other CDI - UV International Students. If a fee is applicable for a particular activity, the participants will be subject to the same fee as other CDI - UV International Students under agreement.

4.18. Information that will be released to ISA ESPAÑA. CDI - UV will inform ISA ESPAÑA immediately (within 24 hours) upon learning that a participant is involved in a disciplinary problem, medical emergency, academic violation, serious illness or any other situation substantially affecting the welfare of any participant registered in the Program.

5. ISA ESPAÑA COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

5.1. Admission and requirements. ISA ESPAÑA shall be responsible for reviewing all prospective participants' applications and accepting eligible participants. To be accepted into the Program, applicants must provide ISA ESPAÑA with a transcript from their U.S. home institution of higher learning showing good academic standing prior to beginning studies at CDI - UV. All participants will be required to maintain valid medical/hospital insurance coverage throughout the duration of the Program.

The preselection of ISA Students who participate in the Program shall be the responsibility of ISA ESPAÑA. Once the ISA Students have been preselected, ISA ESPAÑA will formalise the placement proposal to the CDI - UV by submitting a request that includes the following information about the ISA Students:

- Personal Data: Name and surname(s), Address and telephone number, E-mail, Nationality
- List of courses selected by order of preference. Recommendation to ISA Students: Include more credits than needed just in case timetable does not fit

5.2. List of accepted applicants and withdrawals, with deadlines. ISA ESPAÑA shall provide CDI - UV with a list of all accepted applicants. Additional participants may be added to the list after the deadline with the approval of CDI - UV. ISA ESPAÑA will notify CDI - UV immediately if any of the participants appearing on the lists withdraw their Program application.

5.3. Invoices and payment. ISA ESPAÑA shall pay CDI - UV for all participation costs, on behalf of the participants as agreed upon Clause 11.

5.4. CDI - UV conduct guidelines. ISA ESPAÑA will inform all participants that they are subject to all CDI - UV guidelines regarding student conduct, judicial process, hearing procedures and other rules and regulation printed in CDI - UV student handbook and/or catalogue of CDI - UV. All participants are also subject to the ISA ESPAÑA Code of Conduct and other rules and regulations of ISA ESPAÑA

5.5. Services. ISA ESPAÑA shall be responsible for providing and coordinating the following for all participants: pre-departure, registration and application advising and, airport greeting upon arrival, on-site orientation (in conjunction with CDI - UV orientation), international traveller's medical insurance, ISA

ESPAÑA resident staff (including 24-hour emergency contact phone number) for the entire duration of the Program, cultural excursions and activities, and the collection of participants' transcripts upon completion of the Program, as described in this Agreement.

5.6. Participants on the Agreement. ISA ESPAÑA will make all ISA Students aware under this Program that they authorize CDI - UV to share his/her academic data to ISA ESPAÑA.

6. ISA STUDENTS COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

6.1. ISA Students are subject to all CDI - UV and ISA ESPAÑA guidelines regarding student conduct, judicial process, hearing procedures and other rules and regulation.

6.2. All ISA Students under this Program agree by signed document to authorize CDI - UV to share his/her academic data to ISA ESPAÑA.

6.3. ISA Students are responsible for arranging his/her visa if needed.

6.4. ISA Students are responsible for international travel, travel in the host country, books, consumables, hospitalization, health and travel insurance, and other incidental expenses not explicitly stated in this agreement.

7. OWNERSHIP, DISSEMINATION AND PUBLICITY OF THE PROGRAM. -

7.1. Prior to the dissemination of this Agreement and of the specific Conventions or Agreements derived from it, mutual consent in writing by both Parties will be required to specify the terms of its broadcasting through media, internet and any other form of transmission.

7.2. The Parties give up their name, brand, and logo during the duration of this Agreement and of the specific Conventions or Agreements derived from it exclusively for the dissemination of the activities included within the purposes set out in such Agreements. The release of the above-mentioned data shall not be understood to confer any other right or ownership on them, whatever the time elapsed.

7.3. CDI - UV shall be considered the sole owner of the scientific and technical information used in the development of the courses. CDI - UV authorizes ISA ESPAÑA to use its name in the academic record of the ISA Students participating in the Program.

7.4. The completion or termination for any reason of the Agreement will result in the immediate cancellation of the cession of use concerned in future publications

7.5. In any case, the name, brand and logo of both Parties shall be inserted in the releases in equal size and on equal terms as regards their visibility.

8. DURATION, RENEWAL, AMENDMENT AND TERMINATION. -

8.1. The present Agreement shall be valid for **sixteen months (16) from June 1st, 2023 to September 30th, 2024**. This Agreement may be amended by mutual consent between the Parties, confirmed in writing and signed by an authorized representative of each Party. This Agreement may be terminated by any of the following causes:

- By mutual agreement of the Parties.
- At the expiration of the initial term or, where appropriate, of its extensions.
- By breach of the agreed obligations or by having infringed the duty of loyalty.
- By unilateral decision of one of the Parties by written communication to the other Party at least two months before the date when it would conclude.
- By judicial decision declaring the invalidity of this Agreement.

- By any other cause, different from the previous ones, laid down in this Agreement or in the current regulation.

8.2. In the event that this Agreement is terminated, both Parties commit, to the extent possible, to complete the actions already initiated at the time of the notification of the termination.

9. DISAGREEMENTS AND JURISDICTION. All disputes arising out of or in connection with the present Agreement shall be amicably settled by the Parties via direct negotiation. The Parties will take all reasonable steps to resolve the disagreements on the basis of good faith and good will criteria. The agreements reached shall be put in writing and will enter into force on the date of signature. In the event of a dispute, the Parties permanently submit to the Arbitration Rules of the International Chamber of Commerce, and an arbitrator shall be chosen in accordance with said Rules.

10. PROTECTION OF PERSONAL DATA AND SENSITIVE INFORMATION. -

10.1. The Parties undertake to respect the principles, provisions and security measures of the General Data Protection Regulation (EU) 2016/679 and of the Spanish Organic Law 3/2018 on Data Protection and Digital Rights Guarantee in all activities related to the execution of this Agreement

10.2. In particular, the Parties shall ensure compliance with the provisions of the Spanish Royal Decree 3/2010 of 8 January regulating the National Security Framework in the area of e-Government.

10.3. In the event one of the Parties is located in a country that offers, according to its legislation, a level of protection not comparable to the Spanish one in this area, the Parties commit to respect unfailingly the Spanish regulations on this matter and the appropriate security measures will be applied at all times to ensure data security.

11. BUDGET AND PAYMENT CONDITIONS. -

11.1. CDI - UV will invoice ISA ESPAÑA for only the course costs outlined in this document. Any changes in cost from the amounts provided in this document must be agreed upon in annexes by both parties prior to payment being made.

11.2. Payment will be made in EUROS currency. **The fee agreed for one course of 45 hours is 450€ (FOUR HUNDRED FIFTY EUROS) per student, with a minimum of 6 students each course (2.700€)**

11.3. Participation Costs for Enrollment Courses linked to the participation on the Program, will include the corresponding academic fees, registration, and all management costs for administrative and academic issues. Within the Participation Costs any extra credits either optional, or required for fulfilling academic acceptance requirements are not included.

11.4. The cost for Customized Courses will be set independently of the number of ISA Students. In the event of not reaching a minimum number of ISA Students, the course can still be delivered as long as ISA ESPAÑA assumes its total cost.

11.5. ISA ESPAÑA will be able to modify to Independent Study or cancel any of the agreed Customized Courses with no charge if it is cancelled 45 days before the starting date of each semester (not including the month of August in the calculation). After that date it won't be possible to modify it to Independent Study. If the Customized Course is cancelled later than that, ISA ESPAÑA will pay 30% of the course according to the agreement prices.

11.6. For any participant who withdraws from the Program prior to 1 month to the starting date of each semester, ISA ESPAÑA will not be responsible for payment to CDI - UV for any costs related to the withdrawn of the participant on the Enrollment Courses.

11.7. If a minimum of 3 ISA Students per course is not reached, and the course is of 2,3 or 4 USA credits, the course can be cancelled or modified to "Independent Study Course".

11.8. CDI - UV will send the invoice 2 months before the starting date of each semester and ISA ESPAÑA will transfer payment, within thirty (15) days of receipt of the invoice, to the following bank account:

CDI – UV BANK ACCOUNT:

11.9. The amount must be transferred to CDI - UV in full, free of any bank charge or fee.

12. ISA STUDENTS. -

12.1. The maximum of ISA Students per customized course is 18 for the language and laboratory courses and 30 for the rest. ISA ESPAÑA will allow registration of other ISA Students in these classes on the available vacancies.

13. AGREED COURSES FOR 2023/2024.

13.1. CDI - UV will be responsible for conducting and ISA ESPAÑA is responsible for the payment of the following Customized Courses for the periods:

CDI - UV 2023 Summer Courses. Will end on 7th August 2024

CDI - UV 2023 Fall Semester (A): Will run from September 2023 to December 2023

CDI -UV 2024 Spring Semester (B): Will run from January 2024 to May 2024

CDI - UV 2024 Summer Courses. Will run from May 2024 to August 2024

14. SIGNATORIES. -

14.1. Pursuant to the acquisition of International Studies Abroad (ISA) by WorldStrides, Ángel Eguiluz Pacheco has kept his position as "Administrador único" of ISA España to provide him with the authority to sign all ISA España institutional agreements.

14.2. Additional courses can be added to this agreement by an ANNEX. In that case, these additional courses will have to be linked to the conditions related to number of credits

The signature of this agreement terminates any of the agreements previous signed related to Study Abroad Programs. In any case, the completion of previously agreed courses will be guaranteed. Any appendices to this agreement shall be considered as contractual documents. All the names contained in this document

tin male gender shall be constructed as being made in either masculine or feminine gender. This document shall be issued in English language.

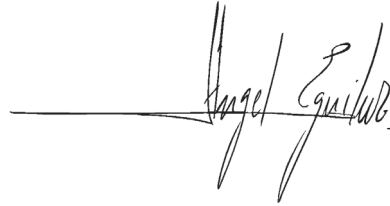
In witness whereof, both parties sign this agreement, including the appendices, in two counterparts, in the place and on the date indicated below.

**On behalf of the CENTRE D'IDIOMES DE LA
UNIVERSITAT DE VALÈNCIA S.L.U.**



Signed: D. Pedro Morillo Tena
Director

**On behalf of INTERNATIONAL STUDIES
ABROAD ESPAÑA S.L.**



Signed: D. Ángel Eguiluz Pacheco
Senior Vice-President for Global Operations



In Valencia, 26 May 2023

Date In Sevilla, May 26, 2023

NOTA: El presente documento coincide con el original suscrito por las partes