

COMMERCIAL AGREEMENT BETWEEN THE 'CENTRE D'IDIOMES DE LA UNIVERSITAT DE VALÈNCIA S.L.U.' AND 'RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY' FOR THE IMPLEMENTATION OF A STUDY ABROAD PROGRAM IN VALENCIA (SPAIN) [2023/2024] - [2024/2025]

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, **RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**, hereafter referred to as RUTGERS, with Tax ID Number 22-6001086, with head office at 33 Knightsbridge Road Piscataway, NJ 08854

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 fulfilling 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 CDIUV 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 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. The interest of Rutgers, The State University of New Jersey, is to provide university students with opportunities for high-quality education abroad and it seeks to establish partnerships for this purpose, facilitating study abroad programs for RUTGERS students who wish to study at the University of Valencia.

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 CDIUV and RUTGERS to develop an academic STUDY ABROAD PROGRAM for STUDY ABROAD STUDENTS selected by RUTGERS with an annual offer of 'Customized Courses', that is Specific Training Courses.
- 2. STUDY ABROAD PROGRAM**-The Program will be offered for the academic year 2023/2024, starting with Fall 2023 courses. The teaching staff to impart the academic Programs defined will be selected and provided by the Department of Spanish Philology of the Faculty of Philology, Translation and Communication at the University of Valencia (indicated as DSP-FFTIC-UV). All teaching staff will be university academic staff (or CDIUV staff, if necessary and under the supervision of the person responsible for teaching coordination appointed by the University of Valencia) and fully recognized by the DSP-FFTIC-UV. Courses will be mainly taught in-person at CDIUV or any UV campus under the conditions established hereunder. The Program may include additional out-of-class activities.
- 3. COORDINATION AND FOLLOW-UP**- This agreement shall be coordinated and monitored by:
 - Laura Gatzkiewicz, Coordinator, at RUTGERS.
 - Virginia González García, Contract Associate Professor at the DSP-FFTIC-UV.

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. CDIUV COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

- 4.1. Types of courses available to participants.** RUTGERS participants will have priority registration in courses that are designed by, specifically requested by, or managed by RUTGERS under this agreement. CDIUV will also allow RUTGERS participants to enroll in undergraduate courses listed in the CDIUV catalogue and/or any of the other Study Abroad "Customized Courses" designed by CDIUV, always subject to the availability of student positions on the selected courses. However, CDIUV will make reasonable efforts to accommodate RUTGERS students whenever possible.
- 4.2. Availability of courses and course listings.** Each term, CDIUV will make an updated list of the courses that will be offered the following term available to RUTGERS, 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 RUTGERS 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 RUTGERS. However, changes to the lists will be exceptional, and CDIUV will notify RUTGERS immediately of any change to the list.
- 4.3. Customized Courses.** CDIUV agrees to work with RUTGERS on the development of special courses designed according to its needs. To facilitate the development of these RUTGERS Customized Courses, CDIUV agrees to identify CDIUV teachers who may be interested in teaching courses that meet the curriculum requirements of RUTGERS. The costs for these courses will be specified hereunder.

4.4. Syllabus Publication. CDIUV agrees to allow RUTGERS to publish and reproduce any and all syllabi for courses taught at CDIUV, including making such information publicly available on RUTGERS website. RUTGERS allows CDIUV to publish and reproduce any and all syllabi for courses taught at CDIUV, including making such information publicly available on the CDIUV Study Abroad website.

4.5. SEMESTERS

4.5.1. Semesters for Customized Courses:

- RUTGERS 2023 Fall Semester (A): Will run from September 2023 to December 2023
- RUTGERS 2024 Spring Semester (B): Will run from January 2024 to May 2024
- RUTGERS 2024 Fall Semester (C): Will run from September 2024 to December 2024
- RUTGERS 2025 Spring Semester (D): Will run from January 2025 to May 2025

4.5.2. Standard courses may have a different calendar and exam dates, which must be checked for each course. Exceptions to the calendar and exams for standard courses need to be approved by the teacher.

4.6. Participant registration. The candidates wishing to enroll in these courses must have the appropriate degree and the basic knowledge necessary to follow the established academic Program. Candidates will be selected by RUTGERS according to this requirement. CDIUV will make reasonable efforts to secure registration for participants in preferred standard courses. When that is not possible, RUTGERS should be notified immediately and agreement reached on appropriate substitute courses.

4.7. Acceptance of students coming from RUTGERS with a Direct Exchange Agreement with CDIUV will require approval of RUTGERS Study Abroad Office (or similar).

4.8. Application process. RUTGERS shall provide CDIUV with a list of selected courses for applicants according to the process and timeline established hereunder. RUTGERS will provide CDIUV with a prescribed and completed application form and a copy of a current transcripts for each applicant. Additional participants may be added to the list after the deadline with the approval of CDIUV. CDIUV will provide RUTGERS with the final list of accepted applicants per course after the end of the call for applications, as defined below. RUTGERS will notify CDIUV immediately if any of the participants appearing on the lists withdraw their program application.

4.9. Deadlines for letters of acceptance. If needed, CDIUV will provide RUTGERS 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 RUTGERS as applications are received in their Central Office and CDIUV will write the original invitation letters according to the schedule. RUTGERS guarantees that all the information of the students' visa letters (proof of payment, insurance etc.) are truthful. The official letters of acceptance are only intended for visa application processes.

4.10. Monitoring the registration. Changes (adds and drops) to course registration will only be allowed during the first two weeks of each term. Nevertheless, that will not affect changes to or cancelation of the courses. No later than two weeks after the start date of each term, CDIUV will review the course registration of RUTGERS participants. CDIUV will be notified if RUTGERS makes any changes to the course registration.

4.11. Transcript deadlines. CDIUV will submit an official transcript for each participant no later than 15 days after the completion of each participant's Program. For standard courses, the final transcript will be submitted no later than 5 days after the official deadline for grading (first week of February/July). CDIUV 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. graded, incomplete) of every course in which the participant enrolled at the start of the term. CDIUV will send all transcripts directly to the RUTGERS office.

4.12. Grading. CDIUV will provide RUTGERS with the student's grades according to the Spanish grading system which is a decimal system ranging between 0 and 10 points. Grades of 5.0 and higher are passing grades.

4.13. Grade contestation and transcript requests. CDIUV agrees to fully consider all grade contestations from RUTGERS participants and to work with RUTGERS staff to resolve grade disputes. In the event of changes to a participant's transcript, CDIUV agrees to reissue the amended transcript as quickly as possible.

4.14. Permission to publish partnership with the university. CDIUV gives RUTGERS explicit permission to announce its affiliation with CDIUV. Also, CDIUV gives RUTGERS explicit permission to include pictures of CDIUV and information about CDIUV in RUTGERS printed materials and the RUTGERS website. Examples of the information RUTGERS is allowed to publish include, but may not be limited to: CDIUV course listings, CDIUV institutional background, and CDIUV academic mission as appearing in CDIUV's published materials and/or CDIUV website. All published materials must be reviewed and approved by CDIUV prior to publication. Pursuant to the initial approval of content by CDIUV, RUTGERS may make changes as necessary to keep the information current. CDIUV may include a link to the RUTGERS website in the appropriate section of CDIUV's website.

4.15. International student orientation and academic advising services. CDIUV will allow participants to join in any of the orientation and/or welcome activities that the University of Valencia (CDIUV included) plans for international students. CDIUV will provide academic advising services as needed to participants upon arrival at CDIUV, on the standard CDIUV advising dates, to help participants to make their final class selection.

4.16. Campus facilities, student services and extracurricular activities. CDIUV will give Study Abroad Students full access to the standard CDIUV facilities, extracurricular activities and student services, including, but not limited to: use of CDIUV libraries, sports facilities, bookstore, computer labs and health services, which are the same as those that are available to other CDIUV international students. If a fee is applicable for a particular activity, the participants will be subject to the same fee as other CDIUV international students under agreement.

4.17. Information that will be released to RUTGERS. CDIUV will inform RUTGERS 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. RUTGERS COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

5.1. Admission and requirements. RUTGERS shall be responsible for reviewing all prospective participants' applications and accepting eligible participants. To be accepted into the Program, applicants must provide RUTGERS with a transcript from their U.S. home institution of higher learning showing good academic standing prior to beginning studies at the University of Valencia (CDIUV, among other centers and colleges). All participants will be required to maintain valid medical/hospital insurance coverage throughout the duration of the Program.

The preselection of students who participate in the Program shall be the responsibility of RUTGERS. Once the students have been preselected, RUTGERS will formalize the placement proposal to the CDIUV by submitting a request that includes the following information about the students:

- Personal Data: Name and surname(s), Address and telephone number, E-mail, Nationality
- List of courses selected by order of preference.

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

5.3. Invoices and payment. RUTGERS shall pay CDIUV for all participation costs, on behalf of the participants as agreed upon in Clause 11.

5.4. CDIUV conduct guidelines. RUTGERS will inform all participants that they are subject to all CDIUV guidelines regarding student conduct, judicial processes, hearing procedures and other rules and regulations printed in the CDIUV student handbook and/or catalogue. All participants are also subject to the RUTGERS Code of Conduct and other rules and regulations of RUTGERS.

5.5. Services. RUTGERS shall be responsible for providing and coordinating the following for all participants: pre-departure, registration and application advising, airport greeting upon arrival, on-site orientation (in conjunction with CDIUV orientation), international traveler's medical insurance, RUTGERS 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 in the Agreement. RUTGERS will make all students aware that they authorize CDIUV to share his/her academic data with RUTGERS under this Program.

6. STUDENT COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

6.1. Students are subject to all CDIUV and RUTGERS guidelines regarding student conduct, judicial processes, hearing procedures and other rules and regulation.

6.2. All students under this Program agree by signed document to authorize CDIUV to share their academic data with RUTGERS.

6.3. Students are responsible for arranging their visa if needed.

6.4. 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 the 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, irrespective of the time elapsed.

7.3. CDIUV shall be considered the sole owner of the scientific and technical information used in the development of the courses. CDIUV authorizes RUTGERS to use its name in the transcripts of the 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 **two academic years from September 1, 2023 to August 31, 2025**. 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 January 8 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 unflinchingly respect 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. CDIUV will invoice RUTGERS 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. **The fee agreed for one course of 45 hours is €4.500,00 (FOUR THOUSAND FIVE HUNDREND EUROS) as payment for classes and 2.832,50€ (TWO THOUSAND EIGHT HUNDRED THIRTY-TWO EUROS AND FIFTY CENTS) as payment for tutoring per course, with a maximum of 12 students for each course.**

11.3. Participation costs for standard courses linked to the participation in 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 to fulfil academic acceptance requirements, are not included.

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

11.5. RUTGERS 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 will not be possible to modify it to Independent Study. If a Customized Course is cancelled at a later date, RUTGERS will pay 30% of the course according to the prices agreed.

11.6. For any participant who withdraws from the Program prior to 15 days from the starting date of each semester, RUTGERS will not be responsible for payment to CDIUV for any costs related to the withdrawal of the participant from standard courses.

11.7. If a minimum number of students per course is not reached, the course may be cancelled or modified to "Independent Study Course". In any case, students may be enrolled in regular courses included in the academic courses offered by CDIUV.

11.8. CDIUV will send the invoice 2 months before the starting date of each semester and RUTGERS 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 CDIUV in full, free of any bank charges or fees.

12. MAXIMUM NUMBER OF STUDENTS. -

12.1. The maximum of students per customized course is 12 (twelve). If the number of students enrolled by RUTGERS exceeds this threshold, CDIUV will open the appropriate number of groups to reduce the average number of students per classroom.

13. AGREED COURSES FOR 2023/2024.

13.1. CDIUV will be responsible for conducting and RUTGERS is responsible for the payment of the following Customized Courses for the periods:

- RUTGERS 2023 Fall Semester (A): Ending on December 2023
- RUTGERS 2024 Spring Semester (B): Ending on May 2024
- RUTGERS 2024 Fall Semester (C): Ending in 2024
- RUTGERS 2025 Spring Semester (D): Ending in 2025

14. SIGNATORIES. -

Pursuant to the acquisition of Rutgers, The State University of New Jersey, Maryse Bloom has kept her position as “Associate Director” of RUTGERS to provide her with the authority to sign this institutional agreement.

14.1. Additional courses can be added to this agreement by an ANNEX.

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 in 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.**

DocuSigned by:
Pedro Morillo Tena
F5BD2333BD74434...

Signed: D. Pedro Morillo Tena

Director

Date,

In Valencia, June 19, 2023

**On behalf of RUTGERS, THE STATE
UNIVERSITY OF NEW JERSEY.**

DocuSigned by:
Maryse A Bloom
01CF2A5F74E04FF...

Signed

Maryse A Bloom, Associate Director Univ Proc Svcs 8/13/2023 10:52:57 AM EDT

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