

**AGREEMENT BETWEEN THE 'CENTRE D'IDIOMES DE LA UNIVERSITAT DE VALÈNCIA' AND BOARD OF
REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF THE UNIVERSITY OF
GEORGIA 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, **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA**, hereafter referred to as UGA, with Tax ID Number 58-6001998, with head office located in Athens, Georgia, represented by Supreme Unukegwo, Contract Negotiator

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 **Agreement** in order to formalize 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 **for** 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 the University of Georgia 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 UGA 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 UGA to develop an academic STUDY ABROAD PROGRAM for STUDY ABROAD STUDENTS selected by UGA with an annual offer of 'Customized Courses'. 'Customized courses' in the present context refers to a specific series of Spanish Language, Literature, Culture, and Linguistics courses (bearing the prefix SPAN in UGA's Bulletin of Courses) to be specified below, in line with long-standing practice.
2. **STUDY ABROAD PROGRAM**-The Program will be offered for the academic year 2023/2024, starting with Spring 2024 courses (UGA does not currently have a fall program). 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 and fully recognized by the DSP-FFTiC-UV. Courses will be mainly taught in-person at the DSP-FFTiC-UV 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:
 - Dr. Gary Baker, Director, UGA en España, at UGA.
 - Dr. Adela García Valle, **Associate** Professor at the DSP-FFTiC-UV.

These representatives will periodically carry out an evaluation of the activities fulfilled or to be fulfilled, and may produce a report that will be communicated to the relevant parties upon mutual agreement. 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: gbaker@uga.edu; adela.garcia@uv.es.

4. **CDIUV COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS**

- 4.1. **Types of courses available to participants.** While UGA participants will continue to work directly with the DSP-FFTiC-UV in previously established courses, they will also have the option of enrolling in courses listed in the CDIUV catalogue or developed by the CDIUV for other study abroad programs.
- 4.2. **Availability of courses and course listings.** Each term, CDIUV will provide to UGA 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 UGA no later than the beginning of the Call of Applications (as defined in Clause 4.8). The list of courses is subject to change once distributed to UGA. However, changes to the lists will be exceptional, and CDIUV will notify UGA immediately of any change to the list.
- 4.3. **Customized Courses.** CDIUV agrees to continue working with UGA to offer, through the DSP-FFTiC-UV, a series of special courses designed according to its need and the requirements of UGA students. These SPAN courses—under the auspices of this ICA—will count directly toward the degree requirements of UGA

students and will generally adhere to existing SPAN course descriptions in UGA's Bulletin of Courses. The costs for these courses will be specified hereunder.

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

4.5. SEMESTERS. Course and program dates and therefore duration depend in part on the academic calendars of both participating institutions as well as on the general calendar. For example, the specific days/dates of Fallas and Easter influence program length and organization. **In general, courses for the spring semester run 12-14 weeks, with 3 hours of class contact per week. The summer courses are typically 6 weeks in duration, with daily classes of 90 minutes.**

4.5.1. Semesters for Customized Courses:

- UGA 2024 Spring Semester (A): Will run from January 2024 to April 2024
- UGA 2024 Summer Semester (B): Will run from May 2024 to June/July 2024
- UGA 2025 Spring Semester (C): Will run from January 2025 to April 2025
- UGA 2025 Summer Semester (D): Will run from May 2025 to June/July 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 UGA according to this requirement. CDIUV will make reasonable efforts to secure registration for participants in preferred standard courses.

4.7. Acceptance of students coming from UGA with a Direct Exchange Agreement with CDIUV will be managed under a separate agreement.

4.8. Application process. UGA shall provide CDIUV with a list of selected courses for applicants according to the process and timeline established hereunder. Additional participants may be added to the list after the deadline with the approval of CDIUV.

4.9. Deadlines for letters of acceptance. If needed, CDIUV will provide UGA with official letters of acceptance signed by Dr. Adela García for each participant in order to facilitate their efforts to obtain the necessary immigration documentation. Proposals for letters will be sent by UGA as applications are received in their Central Office and CDIUV will write the original invitation letters according to the schedule. UGA will require that students confirm that all the information of the students' visa letters (proof of payment, insurance etc.) is accurate. 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 be administered by UGA.

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 (typically the first week of May and August in accordance with the UGA academic calendar). 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 UGA office.

4.12. Grading. CDIUV will provide UGA with the student's grades according to the Spanish grading system, which is a decimal system ranging between 0 and 10 points. Instructors agree to collaborate with the UGA Director in establishing the UGA equivalents, based on a 100point system.

4.13. Grade contestation and transcript requests. CDIUV agrees to fully consider all grade contestations from UGA participants and to work with UGA 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 UGA explicit permission to announce its affiliation with CDIUV. Also, CDIUV gives UGA explicit permission to include pictures of CDIUV and information about CDIUV in UGA printed materials and the UGA website. Examples of the information UGA 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, UGA may make changes as necessary to keep the information current. CDIUV will contact UGA's Division of Marketing and Communications should it desire to use images, marks, and other intellectual property of UGA.

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 optional academic advising services as needed to participants upon arrival at CDIUV, on the standard CDIUV advising dates. Attendance at orientation and/or welcome activities is optional.

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 UGA. UGA will be informed within 24 hours if 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. Such notification will come from the Program Coordinator.

5. UGA COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

▪ **Admission and requirements.** UGA shall be responsible for reviewing all prospective participants' applications and accepting eligible participants. To be accepted into the Program, applicants must provide UGA 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.

5.1. List of accepted applicants and withdrawals, with deadlines. UGA shall provide CDIUV with a list of all accepted applicants. UGA will notify CDIUV if additional participants are added to the list after the deadline. UGA will notify CDIUV if any of the participants appearing on the lists withdraw their Program application.

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

5.3. CDIUV conduct guidelines. UGA 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 UGA Code of Conduct and other rules and regulations of UGA.

5.4. Services. UGA 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, international traveler's medical insurance, UGA 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.

5.5. Participants in the Agreement. UGA will make all students aware that they authorize CDIUV to share his/her academic data with UGA under this Program.

6. STUDENT COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS

6.1. Students are subject to all CDIUV and UGA guidelines regarding student conduct, judicial processes, hearing procedures and other rules and regulation. CDIUV will provide UGA with clearly laid-out guidelines and agrees to ensure that there exist no contradictions or conflicts between UGA's and CDIUV's rules regarding student conduct.

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

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. CDIUV shall be considered the sole owner of the scientific and technical information used in the development of CDIUB's courses, **with the exception of the Customized SPAN courses developed in line with UGA's established courses.** CDIUV authorizes UGA to use its name in the transcripts of the students participating in the Program.

8. DURATION, RENEWAL, AMENDMENT AND TERMINATION.

8.1. The present Agreement shall be valid for **one academic years from September 1, 2023 to August 31, 2024.** At the discretion of UGA, the Agreement may be renewed for an additional one academic year. 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.
- 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.

10. BUDGET AND PAYMENT CONDITIONS.

10.1. CDIUV will invoice UGA 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 executed by both Parties prior to payment being made.

10.2. Payment will be made in EUROS. **The fee agreed for one course of 45 hours is €4.500,00 (FOUR THOUSAND FIVE HUNDRED EUROS).**

10.3. 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.

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

10.5. UGA 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, UGA will pay 30% of the course according to the prices agreed.

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

10.7. 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.

10.8. CDIUV will send the invoice 2 months before the starting date of each semester and UGA will transfer payment, within thirty (30) days of receipt of the invoice, to the following bank account:

CDI – UV BANK ACCOUNT:

10.9. The amount must be transferred to CDIUV in full, free of any bank charges or fees.

11. AGREED COURSES FOR 2023/2024. Course offerings are generally consistent but do vary according to the number of program participants and their individual background in Spanish. **Therefore, one or more courses may not be on offer in a given year.** CDIUV will be responsible for conducting and UGA is responsible for the payment of the following Customized Courses for the periods, **or some subset thereof:**

- UGA 2024 Spring Semester (A): Ending on April 2024: SPAN 3020, SPAN 3030, SPAN 4050, SPAN 4080, SPAN 4081, SPAN 4120, SPAN 4150
- UGA 2024 Summer Semester (B): Ending on July 2024: SPAN 3020, SPAN 3030, SPAN 4120, SPAN 4150
- UGA 2025 Spring Semester (C): Ending on April 2025: SPAN 3020, SPAN 3030, SPAN 4050, SPAN 4080, SPAN 4081, SPAN 4120, SPAN 4150
- UGA 2025 Summer Semester (D): Ending on July 2025): SPAN 3020, SPAN 3030, SPAN 4120, SPAN 4150

12. SIGNATORIES. -

Supreme Unuegwo, Contract Negotiator at UGA Procurement Office, has the authority to sign this institutional agreement.

12.1. 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 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.**

**On behalf of BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA BY AND ON
BEHALF OF THE UNIVERSITY OF GEORGIA
(UGA).**

DocuSigned by:
Pedro Morillo Tena
F5BD2333BD74434...

Signed: D. Pedro Morillo Tena

DocuSigned by:
Supreme Unuegwo
DD1F0B538F8145A...

Signed: Supreme Unuegwo

Director

Contract Negotiator

Date, 10/11/2023 | 3:48 PM EDT

10/11/2023 | 1:46 PM EDT

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