

**COMMERCIAL AGREEMENT BETWEEN THE 'CENTRE D'IDIOMES DE LA UNIVERSITAT DE VALÈNCIA S.L.U.' AND 'LABORE NOBILIS FOUNDATION' FOR LAUNCHING PREPATORY LANGUAGE COURSES FOR THE TURKISH POPULATION**

The party of the first 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**

The party of the second part, **LABORE NOBILIS FOUNDATION**, hereinafter referred to as LNF, with head office in Aleja Śliwowa 24/3, 54-106 Wrocław, identified by KRS 0000507035, NIP 8943054344 and represented by the President of the Management Board, Dr. Piotr Zazula.

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, having among their objectives boosting scientific productivity, knowledge transfer, technological development and innovation in all fields of knowledge and collaborating 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 specific courses related to the aforementioned activities, all of this through the corresponding professionals.
  - Organizing complementary activities related to the above.
- III. LABORE NOBILIS FOUNDATION is a Polish educational foundation oriented towards offering university scholarships for intensive language courses and strengthening intercultural dialogue through language education across Europe, especially to NATO member states, with a particular focus on Turkey.

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 LNF to develop an academic STUDY ABROAD PROGRAM for STUDY ABROAD STUDENTS selected by LNF.
2. **STUDY ABROAD PROGRAM**-The Program will be imparted for the academic year 2024/2025, i.e. from September, 1 2024 to June, 30 2025. Courses will mainly be taught face-to-face at CDI-UV or any UV campus under the conditions established hereunder.
3. **COORDINATION AND FOLLOW-UP**- This agreement shall be coordinated and monitored by:
  - Piotr Zazula, Resident President of the Management Board at LNF.
  - Pedro Morillo Tena, director of the CDI-UV, or the person designated by him.
- 3.1. **Permission to publish partnership with university.** CDI-UV gives LNF explicit permission to announce its affiliation with CDI-UV. Also, CDI-UV gives LNF explicit permission to include pictures of CDI-UV and information about CDI-UV in LNF printed materials and on the LNF website. Examples of the information LNF 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 on the CDI-UV website. All published materials must be reviewed and approved by CDI-UV prior to publication. Pursuant to the initial approval of content by CDI-UV, LNF may make changes as necessary to keep the information current. CDI-UV may include a link to the LNF website in the appropriate section of CDI-UV's website (<https://www.uv.es/cdi>).
- 3.2. **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 students. CDI-UV will provide academic advising services as needed for participants upon arrival at CDI-UV, during the standard CDI-UV advising dates, to facilitate the participants' final class selection. In any case, CDI-UV will perform a placement test for each of the admitted students. The results of the placement test will allow CDI-UV to assign students to classrooms in order to maximize their language learning process.
- 3.3. **Campus Facilities, Student Services and Extracurricular Activities.** CDI-UV will give students full access to the standard CDI-UV facilities, extracurricular activities and student services, including, but not limited to: use of CDI-UV libraries, bookstore, computer labs, food areas, etc. If an extra fee is applicable for a particular activity (e.g., visits to museums, art exhibitions, natural parks, etc.), the participants will be subject to the same fee as other CDI-UV international students under agreement.
- 3.4. **Information that will be released to LNF.** CDI-UV will inform LNF 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.

#### **4. LNF COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS**

**4.1. Admission and requirements.** LNF shall be responsible for reviewing all prospective participants' applications and accepting eligible participants. To be accepted into the Program, applicants must provide LNF with a transcript from their home institution of higher learning showing 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 students who participate in the Program shall be the responsibility of LNF. Once the students have been preselected, LNF will formalize the placement proposal to the CDI-UV by submitting a request that includes the following information about the LNF Students:

- Personal Data: Name and surname(s), address, telephone number, e-mail, passport number and nationality.

**4.2. Type of courses.** LNF shall promote and organize two types of language courses for accepted participants. On the one hand, groups composed of at least eight students with an equal or similar level of proficiency in the language, referred to as Customized Courses. CDI-UV will provide human and technical resources for Customized Courses to develop personalized language teaching to this closed group regardless of the level on arrival. On the other hand, if the number of students provided by LNF is less than eight, CDI-UV will assign them to courses included in the current academic offering of the language center (summer courses, semester courses, etc.) to complete the total number of hours managed by LNF. The current academic offering of CDI-UV is referred to as Regular Courses.

**List of accepted applicants and withdrawals, with deadlines.** LNF 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. LNF will notify CDI-UV immediately if any of the participants appearing on the lists withdraw their Program application

**4.3. Invoices and payment.** LNF shall pay CDI-UV for all participation costs, on behalf of the participants as agreed upon Clause 10. The all participation costs must be completed by LNF to CDI-UV at least five business days prior to the start of classes. The language classes listed in this Program will not begin if payment has not been received and confirmed by CDI-UV.

**4.4. CDI-UV conduct guidelines.** LNF 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 or official website of CDI-UV. All participants are also subject to the LNF Code of Conduct and other rules and regulations of LABORE NOBILIS FOUNDATION.

**4.5. Services.** LNF shall be responsible for providing and coordinating the following for all participants: pre-departure, registration and application advising and online translation assistance.

**4.6. Participants on the Agreement.** LNF will make all LNF students aware under this Program that they authorize CDI-UV to share their academic data with LNF.

#### **5. LNF STUDENTS COMMITMENTS, RESPONSIBILITIES AND PERMISSIONS**

**5.1.** LNF Students are subject to all CDI-UV and LNF guidelines regarding student conduct, judicial process, hearing procedures and other rules and regulations.

**5.2.** All LNF Students under this Program agree by signed document to authorize CDI-UV to share their academic data with LNF.

**5.3.** LNF Students are responsible for arranging their visa if needed.

5.4. LNF 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.

**6. OWNERSHIP, DISSEMINATION AND PUBLICITY OF THE PROGRAM. -**

6.1. 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.

6.2. 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.

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

6.4. 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

6.5. 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.

**7. DURATION, RENEWAL, AMENDMENT AND TERMINATION. -**

7.1. The present Agreement shall be valid for **one academic year corresponding to 2024/2025 from June, 1, 2024 to September, 30 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.

7.2. 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.

**8. 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.

**9. PROTECTION OF PERSONAL DATA AND SENSITIVE INFORMATION. -**

**9.1.** 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

**9.2.** 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.

**9.3.** 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 unfailingly respect the Spanish regulations on this matter and the appropriate security measures will be applied at all times to ensure data security.

**10. BUDGET AND PAYMENT CONDITIONS. -**

**10.1.** CDI-UV will invoice LNF 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.

**10.2.** Payment will be made in EUROS. **The fee agreed for one course of 260 hours is €1.800,00 (ONE THOUSAND EIGHT HUNDRED EUROS) per student for Regular Courses, with a minimum of eight students each group (14.400,00€) for Customized Courses.**

**10.3.** For those cases in which students need supporting documentation to apply for a visa (admission certificate or pre-enrollment certificate), LNF will pay CDI-UV an administrative fee of €18.00 per student for the issuance of this documentation. If the student obtains the visa, the amount of the administrative fee will be deducted from the total price of the course. The amount of this administrative fee will not be reimbursed in any other case.

**10.4.** Participation Costs for both Customized and Regular Courses and linked to the participation on the Program, will include the rest of corresponding academic fees, registration, and all management costs for administrative and academic issues..

**10.5.** The cost for Customized Courses will be set dependent on the number of LNF Students. LNF shall request that CDI-UV increase the maximum number of students per group in case of urgency or need.

**10.6.** LNF will be able to modify the Regular Courses or cancel any of the agreed Customized Courses with no charge if it is cancelled 15 days before the starting date of the course. If the Customized Course is cancelled later than that, LNF will pay 30% of the course according to the agreed prices, except in the event that it is decided by both parties that students will be assigned to Regular Courses at CDI-UV.

**10.7.** CDI-UV will send the invoice 15 days before the starting date of each semester and LNF will transfer payment (wire transfer) to the following bank account:

CDI-UV BANK ACCOUNT:

BANK: BANCO SANTANDER  
ACCOUNT NUMBER: 00495457222716006043  
IBAN: ES1400495457222716006043  
SWIFT: BSCHEMMXXX  
ADDRESS: Avenida de Los Naranjos, s/n. 46022- València  
COUNTRY: Spain

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

**11. LNF STUDENTS. -**

**11.1.** The maximum number of LNF Students per customized course is 20 for the language and laboratory courses.

The signature of this agreement terminates any of the agreements previously 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.

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 LABORE NOBILIS FOUNDATION**

Signed: Prof. Pedro Morillo Tena  
Director

Signed: Dr. Piotr Zazula  
President of the Management Board for LNF

In Valencia, 21 May 2024