



SPECIFIC AGREEMENT BETWEEN THE XXX, AND THE UNIVERSITY OF HUELVA, SPAIN

In Huelva _____

XXX of XXXXXXXX University

and

María Antonia Peña Guerrero, Rector of the University of Huelva, (UHU) by appointment and approved by Decree 171/2021, of May 25th (Official Bulletin of the Government of Andalusia n^o.101 of 28th May) , and in conformity with her competence to sign this agreement, assigned to her in accordance with article 20 of The Organic Law of Universities 6/2001 of 21st December 2001 (Official State Bulletin n^o.307 of 24th December 2001), and in accordance with art. 31.n) of The Statutes of the University of Huelva, approved by Decree 232/2011 of July 12th (Official Bulletin of the Government of Andalusia no. 147 of 28th July 2011), modified by Decree 35/2018 of 6th February (Official Bulletin of the Government of Andalusia no. 30 of 12th February 2018), on behalf of and representing the aforementioned Institution.

DECLARE

cooperation in educational fields to be mutually beneficial. This agreement aims to promote such cooperation.

CLAUSES

FIRST

The principal purpose of this agreement is to establish cooperative programs beneficial to the students and faculty of the two institutions. The first such program will be a student exchange program.

The institutions agree to encourage their respective faculties to seek ways for cooperative research and scholarship. This could involve faculty exchanges, the details of which will be resolved on a case by case basis.

SECOND

i)

- A. Each institution agrees to accept a maximum of 4 students per semester (making a total of 8 students per academic year).
- B. The institutions will strive to exchange an equal number of students annually and agree to achieve an overall balance of exchange participants.
- C. Each institution will be responsible for selecting exchange participants from among its students based on the following criteria: flexibility and adaptability, intellectual capacity and cultural awareness and competence in the language of instruction.
- D. Exchange students will have access to all courses available at the receiving University, and shall receive counseling and advice from a specific faculty member at the host university. A faculty advisor appointed by the host university will communicate with a faculty advisor at the home university regarding the students' study programme and general welfare.
- E. The sending institution will send the host institution the names of its exchange students, their academic records if requested and their chosen subjects at least 60 days before the start of the semester in which the exchange students will enroll.
- F. Each exchange student will be responsible for obtaining visas and other documents necessary to carry out studies at the host institution. Each institution will assist and provide information for obtaining such documents.
- G. Each exchange student and staff member carrying out a mobility period at the host institution must carry health insurance, covering illness, accident, third party and repatriation in case of death, and must show proof of such insurance at the host institution at the start of the mobility period.
- H. Exchange students must pay all tuition fees at the home institution itself and will not be required to pay any fee for receiving academic classes belong to the official academic offer at the host institution.
- I. Each exchange student shall assume all the costs of international and national mobility, accommodation and other personal expenses.

- J. Each host institution will provide information and services for hosting exchange students.
- K. Each institution will grant the assessment results according to procedure. The host institution will send a report of the courses taken by the student exchange and grades obtained.

ii)

Both institutions manifest their interest in promoting the interchange of ideas through the exchange of faculty. Possible types of interchanges than may be pursued are the following:

- A. Short stay (4 to 8 weeks) in the form of an intensive course or seminar. The host institution, if the budget available at that time permits, will cover accommodation and subsistence for visiting professors. The sending institution will cover the costs of mobility as the budget available at that time.
- B. Each institution may request a specific course designed to fit a particular need. In that case, the institution requesting the training course must pay the expenses of the teacher according to rank held in that institution (eg for a summer course).
- C. Facilitation of Research (library, etc.) will be provided. Each institution may assist in finding accommodation for the visiting professor and promote the exchange of visiting professors.

THIRD

Failure of either institution to fulfill conditions of this agreement may result in the termination of the agreement, always allowing students and staff at the partner university, undertaking a period of exchange, or students or staff selected for an exchange, to carry out the complete mobility period proposed.

This agreement may be terminated without liability to the parties, if so determined by mutual agreement or if one of them gives written notice to the other ninety (90) calendar days in advance of its desire to terminate it. However, activities which are underway will to full conclusion. The following are considered causes for termination of the agreement:

- a) The agreement is out of date and has not been extended.
- b) The express agreement of the parties.
- c) Failure to comply with the obligations under the Convention by either party.

- d) Any other lawful cause.

FOURTH

- A. Both institutions agree to review the agreement annually. No alteration or modification of its content is valid unless agreed in writing by both institutions.
- B. This agreement shall be governed in all terms by the laws of Spain and XXX
- C. This agreement along with other modifications that are here or are subsequently made, is the complete agreement between the two institutions and substitutes any other arrangement that might already exist, whether written or oral.
- D. University XXX and the University of Huelva, will not incur obligations under the terms of this agreement by promises or other communication by persons who are not relevant authorities.
- E. A mixed commission will be responsible for follow up, vigilance and control of the execution of the agreement and of the commitments of each party. Members of the commission will resolve doubts arising from interpretation of the agreement, possible discrepancies which may arise in its execution. They will elaborate proposals for improvement. Members of the commission will be the signatories of this agreement or staff members from each institution delegated by the signatories.

FIFTH

Any notice to be given regarding this agreement shall be sent by certified mail to the addresses below, or any other that is provided subsequently in writing by either institution:

XXX University:

University of Huelva University of Huelva, Calle Doctor Cantero Cuadrado 6, 21071
Huelva, Spain

SIXTH

Both the University of Huelva and XXX state that they will each comply with data privacy laws that are applicable to them with respect to the exchange students' personal information that is under their respective custody or control, in the case of the University of Huelva, General Data Protection Regulation (EU) 2016/679 of 27th April, and in the case of XXX .

Both the University of Huelva and XXX will keep personal information of exchange students under this Agreement confidential and will only use such information for the sole purpose of carrying out their responsibilities under this Agreement or as required by and in compliance with applicable law.

If either the University of Huelva or XXX become aware of unauthorized disclosure of personal information of exchange students, it will immediately contain the extent of such unauthorized disclosure and immediately inform the other of the details, including the results of investigation into the unauthorized disclosure and the steps to remediate it. The parties will cooperate with each other in the notification to exchange students affected by any such unauthorized disclosure.

Both parties undertake to keep the personal information of exchange students for a period in accordance with its records retention policies and at a minimum, it is retained for a minimum of one year after use unless the individual to whom the personal information relates consents in writing to its earlier disposal.

For the purposes of this Agreement, "confidential information" shall not include information that is or becomes part of the public domain through no act of the receiving party, that was in the receiving party's possession before receipt from the disclosing party, that was rightfully received by the receiving party from a third party without a duty of confidentiality, or information that is required to be disclosed under any applicable law or by order of a court. This section shall survive termination or expiration of this Agreement.

SEVENTH

This Agreement shall enter into force from the date of signing and will be valid for 4 years, which may be extended for another 4 years on assessment of the results.

This agreement is signed in Huelva and in _____ on the date written below.



University of Huelva

By the University XXX

Maria Antonia Peña Guerrero

