

GENERAL MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED ARAB EMIRATES UNIVERSITY AND
UNIVERSIDAD AUTONOMA DE MADRID

On the one hand, United Arab Emirates University, located at P.O. Box 15551, Al Ain, UAE, (hereinafter referred to as the “First Party” or “The University”)

represented by the Acting Vice Chancellor, Prof. Ghaleb Ali Al Hadrami Al Breiki,

On the other hand, Universidad Autónoma de Madrid, public law institution of the Kingdom of Spain, located at C/Einstein No. 1, Ciudad Universitaria de Cantoblanco 28049 Madrid, Spain, (hereinafter referred to as “UAM”) represented by its Vice-Rector for Internationalization, Prof. Irene Martín Cortés, acting under the delegation of powers granted by Rector’s Resolution of July 2nd, 2021 (B.O.C.M July 8th, 2021);

DECLARE

1. The UAE University is a leading institution in the field of higher education and scientific research in the country and in the Middle East and aims to provide a scientific environment capable of establishing scientific research in various fields of knowledge. And playing a major role in community development and the provision of various services, training and development of individuals in various fields, as well as in forming partnership with sponsors of the activities and programs of the

United Arab Emirates university to achieve and provide students the maximum benefit from these initiatives.

2. The Universidad Autónoma de Madrid (UAM) is a highly ranked research institution with a strong interest in international collaborations and student mobility programs. In an ongoing effort to promote internationalization at home, the UAM, through its Office of Study Abroad at UAM, provides academic programs for international students who want to perfect their Spanish language skills while they advance in their field of study.

Now, therefore, the importance of international cooperation between research centres and higher education institutions as well as their mutual interest in formalising their partnership, for which reason they hereby agree on the present Memorandum of Understanding (MOU) in the following terms:

ARTICLE I. RECITALS

The above recitals and preamble shall be integral part of this MoU and shall be read herewith and deemed as reference in specification of the functions and cooperation.

ARTICLE II. PURPOSE OF THE MOU

The Parties acknowledge and agree that this MOU serves as a framework to facilitate joint collaboration and cooperation between them with the intention to propose concrete opportunities of partnership and exchange of expertise and benefits and to coordinate in any relevant areas of shared interest. Both Parties have agreed to enter into this MOU in order to cooperate towards scholarly interaction, cultural exchange, co-operative research and other forms of academic collaboration.

ARTICLE III: COOPERATIVE ACTIVITIES

Both parties express their willingness to collaborate in developing specific programs of mutual interest in any of the following areas:

- Establishing mutually beneficial research projects between departments or institutes, research groups and individual faculty members.
- Exchange of faculty members for short- and long-term visits for the purpose of research, teaching, and the presentation of seminars.
- Exchange of graduate and undergraduate students.
- Establishing Intensive Spanish language programs
- Student mobility in the DiLe Program

ARTICLE IV: SPECIFIC AGREEMENTS

The Parties understand that any specific project or area of cooperation shall be developed and agreed upon by way of a Specific Collaboration Agreement between the Parties and subject to the availability of funds and resources necessary for each of the Parties.

ARTICLE V: FINANCIAL ASPECTS AND RESPONSIBILITIES

- 5.1 The present MOU involves no financial obligations for neither party. Each party will bear its own costs and expenses related to participating in the activities, projects, and initiatives subject of this MOU.
- 5.2 Both parties shall abide by their norms and regulations in the implementation of the present agreement. Individuals participating in the programs under the present MOU shall abide by the norms and regulations of the host institution.
- 5.3 Both parties shall initiate implementation of the following tasks:
 - 5.3.1 Initiate communication with all concerned parties

- 5.3.2 Hold regular meetings to identify and coordinate time frames, participating parties and areas of cooperation
- 5.3.3 Identify potential projects, activities and initiatives
- 5.4 Neither party shall be liable to the other party (contractual liability and tort liability) in accordance to this MOU for any indirect loss of any kind, even if it is anticipated and resulting from the negligence of either party.

ARTICLE VI: INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

- 6.1 Each party shall reserve the right to the intellectual property on studies, research, documents and programs of its own, including the right to use them in the method determined by both Party to the third party for such use and its scope. Neither Party, nor any third party, may practice such right without the written permission of the other Party.
- 6.2 Exchange of information between the Parties hereunder shall not mean that intellectual property rights are established for the recipient for information regardless of the nature thereof. Only the Party that provides such information shall have such intellectual property rights. No intellectual property rights, if any, may be licensed or transferred unless under separate agreement entered into by and between the Parties.
- 6.3 The Parties are obliged to maintain the confidentiality of the data, information, documents and documents exchanged between them and no Party shall use such information, data, documents and documents provided by the other party except for the purposes and purposes of this memorandum and may not disclose or disclose such

information or data without obtaining the prior written consent of the other party unless the disclosure is required by law or a court order.

6.4 The Parties undertake to process all personal data to which they may have access for the purpose indicated in this MOU, in accordance with the applicable legal provisions regarding the protection of personal data in the UAE and, in particular, to what is established in the Regulation (EU) 2016/679, General Data Protection and the standard contractual clauses for transfer of personal data to third countries adopted by the Commission Decision 2004/915/CE of 27 December, 2004.

ARTICLE VII: MONITORING COMMITTEE

7.1 All notices, demands, or other communications required or permitted to be given or made under or in connection with this MOU shall be in writing and delivered personally or sent by Email or prepaid registered post or by facsimile, addressed to the other Party at the address set out below. Any such notice, demand or communication shall be deemed to have been duly served two days after Submission. For said purposes, a Monitoring Committee will be set up consisting of representatives from each of the parties to this MOU.

In the name of the United Arab Emirate University

Attn: Mr. Saud Saeed Al Ameri

Dept.: Admission

Tel.: +971 3 7136766

Address: UAEU, Al Ain, UAEE-

mail: saud@uaeu.ac.ae

In the name of the Universidad Autónoma de Madrid

Attn.: Matilde Delgado

Dept.: International Relations and Mobility Service Tel.:

(+34) 91 497 8529

Address: C/ Einstein 7, planta baja, 28049 Cantoblanco, Madrid E-mail:

chauton@uam.es

Either Party may change the above contact address in accordance with the necessary work requirements in a form of a written notice sent to the other party stating the changes.

7.2 Responsibilities of this Committee will be as follows:

- Implementation, control and monitoring of the present MOU and the Specific Agreements arising from it.
- Design of proposals for collaboration in areas of mutual interest.
- To submit proposals to each of the parties' authorities for approval.
- Clarify and resolve any disputes that may arise in the interpretation and implementation of this MOU.

The monitoring committee may, at any time, propose modifications to the terms and conditions of the present MOU. These modifications must be previously informed by the General Secretariat of the University, in the case of the UAM.

ARTICLE VIII: DURATION, EFFECTIVENESS AND TERMINATION

8.1 The present MOU shall take effect upon signature of the designated officials of each Institution and will be valid for four (4) years from the date of last signature.

8.2 The present MOU can be renewed for four (4) additional years by the express agreement of both parties in writing.

8.3 The Specific Agreements deriving from this MOU will be delimited in time, in accordance with the time required for the completion of the projects or activities to be undertaken.

8.4 The terms of this MOU may be amended only in writing and by mutual agreement.

8.5 This Memorandum may be terminated by either party with a three (3) months written notification. Such termination will not affect the validity and continuity of any incompletely discharged obligation agreed upon by the two parties, before termination.

ARTICLE IX: SETTLING DISPUTES

All disputes arising from the interpretation, development, modification, resolution or execution of the present MOU, must be settled by mutual agreement and through consultation or negotiation between both parties through the Monitoring Committee. If it shall prove impossible to reach a solution through these procedures, the parties hereby undertake to subject themselves to the law of the UAE and the Federal Court of Abu Dhabi.

This MOU is subject to and is interpreted in accordance with the provisions of the United Arab Emirates Federal laws.

ARTICLE X: LANGUAGES

This MOU is signed in duplicate in English.

ARTICLE XI: GENERAL PROVISIONS

11.1 This MOU shall not bar either of the Parties from entering into cooperation agreements or memoranda of understanding with other parties provided these are treated independently and subject to separate terms and conditions.

11.2 The parties agree not to issue any public announcements or statements to the media or the public (including any comments written or oral, under the circumstances, which are expected to be through the publication of such advertisements) relating to the content and the terms of this MOU unless otherwise agreed in writing by both Parties on the content of this announcements or statements.

11.3 This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications and agreements, whether oral or written, relating to such subject matter.

11.4 This MOU shall be made in two original copies and each party shall have one copy to act accordingly.

11.5 Nothing in this MOU establishes or may be construed to create a partnership, agency or any other form of business association between the Parties.

In virtue thereof, both parties sign the present MOU at the place and on the date that appears under each of the signatures.