

I.3.25. Acuerdo 26/CG de 8-11-24 por el que se aprueba la firma y compromiso de adhesión al Convenio Marco entre la Universidad Autónoma de Madrid y la Hong Kong Shue Yan University, China.

Elevada a este Consejo de Gobierno por parte de la Vicerrectora de Internacionalización, propuesta de Acuerdo de aprobación de firma y compromiso de adhesión al “Convenio Marco entre la Universidad Autónoma de Madrid y la Hong Kong Shue Yan University, China”, previo informe favorable de la Comisión de Internacionalización de fecha 22 de octubre de 2024, al amparo de los artículos 8 y 9.1 de la vigente Normativa sobre acuerdos y convenios internacionales de la Universidad Autónoma de Madrid con universidades o instituciones extranjeras (aprobada en el Consejo de Gobierno de 25 de junio de 2004), y artículo 46.2 h) de la Ley Orgánica 2/2023, de 22 de marzo, del Sistema Universitario; este Consejo de Gobierno, reunido en sesión ordinaria de 8 de noviembre de 2024, **APRUEBA** la firma y compromiso de adhesión al “Convenio Marco entre la Universidad Autónoma de Madrid y la Hong Kong Shue Yan University, China”, conforme texto literal que como **ANEXO** a continuación se inserta.

El presente Acuerdo es definitivo y agota la vía administrativa, de conformidad con los artículos 38.4 de la Ley Orgánica 2/2023, de 22 de marzo, del Sistema Universitario y 128.1 de los vigentes Estatutos de la Universidad Autónoma de Madrid (aprobados mediante Decreto 214/2003, de 16 de octubre, del Consejo de Gobierno de la Comunidad de Madrid y modificados mediante Decreto 94/2009, de 5 de noviembre, del Consejo de Gobierno), y frente al mismo podrá interponerse:

- a) Con carácter potestativo y en el plazo de un mes contado a partir de su publicación en el BOUAM, recurso de reposición frente a este mismo órgano, de conformidad con el artículo 123 de la Ley 39/2015 de 1 de octubre, del Procedimiento Administrativo Común de las Administraciones Públicas (LPACAP).
- b) Alternativamente al apartado a), podrá ser impugnado directamente ante el orden jurisdiccional contencioso-administrativo, ante los Juzgados de lo Contencioso-administrativo de Madrid, en el plazo de dos meses, contado a partir de su publicación en el BOUAM, de acuerdo con lo establecido en los artículos 8, 14.1 y 46 de la Ley 29/1998, de 13 de julio, reguladora de la Jurisdicción Contencioso-Administrativa.

Lo que se acuerda y ordena publicar en el Boletín de la Universidad Autónoma de Madrid (BOUAM), para su constancia y efectos jurídicos procedentes.

En Cantoblanco, a 8 de noviembre de 2024.
La Presidenta del Consejo de Gobierno. Amaya Mendikoetxea Pelayo.

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ANEXO
GENERAL MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD AUTONOMA DE MADRID
AND
HONG KONG SHUE YAN UNIVERSITY

On the one 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, 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);

On the other hand, Hong Kong Shue Yan University, located at 10 Wai Tsui Crescent, Braemar Hill, North Point, Hong Kong, represented by its Academic Vice President, Prof. CHAN Ching Selina;

DECLARE
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. PURPOSE OF THE MOU
The purpose of the present MOU is to define the framework of collaboration between both parties for the implementation of joint activities in areas that will lead to the development and strengthening of their cooperative inter-institutional relationship.

ARTICLE II: 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.
- Joint supervision of graduate research students.
- Establishing dual degree programs.
- Sharing of information and knowledge on best practices in higher education through regular dialogue and visits between members of the present agreement participant institutions.
- Collaboration for Interlibrary loan of academic publications and information among all Libraries in both institutions.
- Identifying funding, internships, or any other kind of cooperation opportunities.
- Joint cultural programs, conferences, workshops and seminars development; training programs.

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-Other activities of mutual interest and benefit.

ARTICLE III: SPECIFIC AGREEMENTS

To undertake the activities described in Article II, the parties will establish Specific Collaboration Agreements, under this MOU, where the legal, technical and financial aspects of the activities to be carried out shall be established.

ARTICLE IV: FINANCIAL ASPECTS AND RESPONSIBILITIES

4.1 The present MOU involves no financial obligations for neither party.

4.2 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.

4.3 The parties may seek the collaboration of other public or private organizations, institutions and firms, for activities defined under the Specific Agreements that might be signed.

ARTICLE V: MONITORING COMMITTEE

5.1 A Monitoring Committee will be set up consisting of representatives from each of the parties to this MOU. 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.

5.2 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.

5.3 Representatives appointed to the Monitoring Committee will be, for Universidad Autónoma de Madrid, the Vice-Rector for Internationalization or person appointed by him/her and the Head of the International Relations and Mobility Office or person appointed by him/her.

For Hong Kong Shue Yan University, representatives will be the Academic Vice President or person appointed by him/her and the Director of Global Engagement or person appointed by him/her.

ARTICLE VI: DURATION, EFFECTIVENESS AND TERMINATION

6.1 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.

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

6.3 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.

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

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6.5 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 VII: 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, or through any other mechanism agreed to by both parties. If it shall prove impossible to reach a solution through these procedures, the parties hereby undertake to subject themselves to an International Arbitration which will be determined by agreement of both parties.

ARTICLE VIII: PERSONAL DATA PROTECTION

The Parties agree to comply, in the applicable terms, with the provisions of Regulation (EU) 2016/679, the General Data Protection Regulation (GDPR).
The Parties authorize the collection and processing of the personal data of the signatories and contact persons in order to manage the contractual relationship and promote communication between the parties, keeping the data for as long as this subsists agreement and, even later, until the eventual responsibilities derived from it are prescribed. The data subjects may exercise their right to access, rectify, erase, restrict or object to the data at the address of the registered office of each party and may file, in case of violation of rights, a claim before the corresponding control authority.

ARTICLE IX: LANGUAGES

This MOU is signed in duplicate in both Spanish and English, having both versions the same legal status. It is the will of both parties that all versions be the same in content, spirit and interpretation.

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

Universidad Autónoma de Madrid
THE RECTOR
UNDER DELEGATION, THE Vice-Rector for
Internationalization
Resolution of July 2nd, 2021 (B.O.C.M July
8th, 2021)
Prof. Irene Martín Cortés
Place: Madrid, Spain
Date: _____

Hong Kong Shue Yan University
Prof. CHAN, Ching Selina
Academic Vice President

Place: Hong Kong, PRC
Date: _____

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