

I.3.24. Acuerdo 25/CG de 28-02-25 por el que se aprueba la adhesión y firma del convenio de colaboración entre la Royal Institution for the advancement of learning / MCGILL UNIVERSITY, Canada y la Universidad Autónoma de Madrid para el intercambio de estudiantes universitarios.

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 de colaboración entre la Royal Institution for the advancement of learning / MCGILL UNIVERSITY, Canada y la Universidad Autónoma de Madrid para el intercambio de estudiantes universitarios, previo informe favorable de la Comisión de Internacionalización de fecha 17 de febrero de 2025, 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 28 de febrero de 2025, **ACUERDA** la firma y compromiso de adhesión al convenio de colaboración entre la Royal Institution for the advancement of learning / MCGILL UNIVERSITY, Canada y la Universidad Autónoma de Madrid para el intercambio de estudiantes universitarios, conforme texto literal que como **ANEXO** a continuación se inserta.

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

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:


- 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).
- 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.

En Cantoblanco, a fecha de la firma. La Presidenta del Consejo de Gobierno. Amaya Mendikoetxea Pelayo

ANEXO

BOLETÍN OFICIAL DE LA UNIVERSIDAD AUTÓNOMA DE MADRID

Código Seguro De Verificación	5536-5846-3851P576A-6E6E	Fecha	21/03/2025
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COOPERATION AGREEMENT
between the
ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MCGILL UNIVERSITY,
CANADA
And
THE UNIVERSIDAD AUTÓNOMA DE MADRID, SPAIN
On
UNDERGRADUATE STUDENT EXCHANGE

Recognizing the benefits of collaboration programs in higher education and desiring to enhance educational exchange opportunities for their students, and based upon principals of mutual cooperation, Universidad Autónoma de Madrid, Public Law institution of the Kingdom of Spain (hereinafter referred to as UAM), located at C/Einstein No. 1, Ciudad Universitaria de Cantoblanco 28049 Madrid, Spain, represented by the 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); and Royal Institution for the Advancement of Learning / McGill University (hereinafter referred to as MCGILL), located at 845 Sherbrooke Stree West, Montreal, Canada by the Office of the Deputy Provost (Student Life and Learning) they hereby agree on the present agreement in the following terms

ARTICLE I: PURPOSE OF THE AGREEMENT

The purpose of the present agreement is the establishment of an undergraduate student exchange program, to provide participants with an opportunity to internationalise their curriculum.

ARTICLE II: DEFINITIONS

“**Exchange**” shall mean a one-for-one exchange of students from each Party.

“**Exchange Period**” shall mean the length of time of the period of exchange approved by the Parties for a particular Exchange Student.

“**Exchange Students**” shall mean students participating in the student exchange program.

“**Host Institution**” shall mean the university which has agreed to receive the exchange students from the home institution.


“**Home Institution**” shall mean the university at which the student is registered to graduate.

“**Student Exchange Program**” shall mean the student exchange program established under this Agreement.

ARTICLE III: TERMS OF THE EXCHANGE

3.1 During the term of this agreement, each Party may send and receive on exchange up to 3 full year undergraduate students (equivalent to 6 semester places) per academic year. In addition, each Party may send and receive on exchange up to 2 undergraduate students for semester places per academic year from MCGILL's Faculty of Law and UAM's Law School. Up to two (2) students, a year may enrol at the other university. The unit of calculation is students per semester, and one student a year is

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equivalent to 2 student/semesters. It is expected that the number of exchange students calculated in student/semesters will balance over the life of this agreement and shall be determined yearly by mutual agreement. The Exchange Period shall normally be defined as being a full or half of an academic year.

3.2 For MCGILL, the academic year shall be from September 1 to April 30 consisting of two semesters:

- from September 1 to December 31 (fall semester) and
- from January 1 to April 30 (winter semester)

For UAM, the academic year shall be from September 1 to June 28 consisting of two semesters:

- from September 1 to January 22
- from January 23 to June 28

3.3 The Parties shall review the performance of the Exchange Program annually. Where in a given year there exists an imbalance in the numbers of students on exchange (i.e. where one Party sends more students in a given year than it hosts) the imbalance shall be permitted to be carried forward subject to commitment to adjust the numbers of students exchanged in subsequent years to establish balance, and will require written approval by both Parties given in advance of the start of the academic year of the Exchange Period. Any imbalances in the number of students exchanged between the Parties shall be corrected before the expiry or termination of the Agreement. Any outstanding imbalances after the expiry or termination of the Agreement will be resolved by mutual agreement between the Parties in good faith.


3.4 The Home Institution shall propose to the Host Institution students who have met the following criteria for participation in the Student Exchange Program:

- a) Undergraduate students, in appropriate academic standing, who shall have successfully completed no less than one year of undergraduate study in their current degree program at the Home Institution prior to commencing studies at the Host Institution;
- b) Students shall have sufficient knowledge of the language appropriate to the Host Institution to carry out their studies at the Host Institution.

The language of instruction at MCGILL is English. All students at MCGILL must demonstrate English proficiency upon admission to MCGILL. All MCGILL students going on Exchange to UAM shall therefore be exempted from English language proficiency requirements. Additional language requirements for UAM are included in Annexe 1.

3.5 Exchange Students are required to meet the academic standards and/or professional qualifications of both universities. For greater clarity, Exchange Students shall be selected on the basis of academic merit and/or professional qualifications without regard to race, colour, sex (including gender identity and expression), pregnancy, sexual orientation, civil status, age, religion, political conviction, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability.

3.6 The Host Institution will make the final decision as to the acceptance of Exchange Students from the Home Institution in accordance with its admission policies. The Host Institution acting reasonably, reserves the right to reject the Home Institution's nominated exchange Students on grounds such as academic grounds and or reasons of capacity. The Host Institution must notify the Home Institution of its decision.

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3.7 The Parties agree that they shall carry out their responsibilities under this Agreement in the same non-discriminatory manner as noted in 3.5. Any violation of these principles shall be considered grounds for terminating this Agreement.

3.8 Exchange Students shall be enrolled as full time, non-degree students at the Host Institution for the Exchange Period.

3.9 At the Host Institution, exchange students from MCGILL are expected to take the equivalent of 15 MCGILL credits per semester.

3.10 Exchange Students shall undertake an academic program at the Host Institution, approved in advance by the Home Institution. Transcripts of results from the Host Institution shall be provided to the Home Institution as soon as possible, but no later than one academic term, after the completion of the exchange.

3.11 The home university is responsible for screening and selecting students for this exchange program. In general, the home university will provide the host university with six months' notice of participating exchange students.

Additionally, the home university is responsible for making sure students have the minimum requested level of language, according to Annex I.

3.12 Exchange students who have been accepted by the host institution, are also required to obtain the approval of any teaching units by the receiving institution. These approvals will be preferably organized prior to students' mobility.

3.13 Students enrolled as exchange students are subject to all the rules and regulations of the host university, and the laws and procedures of the state in which that university is located.

3.14 At MCGILL, UAM Exchange Students will be informed that they will have access to their official transcripts once they have completed their courses and the Exchange Students will have to ensure that they are transmitted to their Home Institution.

3.15 Any academic credit earned at the Host Institution shall be transferred to the Home Institution in accordance with procedures determined by the latter.

3.16 Exchange students are enrolled as candidates for degrees at their home university and in general are not eligible to be awarded an undergraduate or graduate degree at the host university.

3.17 Upon completion of the Exchange, the Exchange Student must return to the Home Institution unless an extension to the Exchange Period has been expressly approved by both Parties.

3.18 The Host Institution may exclude students from restricted enrolment programs.

a) At MCGILL, UAM Exchange Students shall be precluded from enrolling in courses offered through the Faculty of Medicine and its related centres, institutes and schools, the Faculty of Dentistry. Exchange Students may take up to 1 course in the School of Continuing Studies with permission from their admitted faculty.

b) At UAM, MCGILL Exchange Students shall be precluded from enrolling in courses in Faculty of Medicine and its related centres.

ARTICLE IV: RESPONSIBILITIES OF THE HOST INSTITUTION

4.1 The Host Institution shall provide incoming Exchange Students with:

a) access as full members of the Host Institution to University facilities and services as would normally be provided to its own students, such as libraries, sport and student union facilities. The use of non-

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academic or non-obligatory facilities, services and functions at the Host Institution may not be accessible or may require the payment of fees by the Exchange Student. The Parties agree that they shall ensure that their Students are made aware of this prior to the Student making their application under the Student Exchange Program.

- b) an introductory or orientation program customarily arranged for its international students;
- c) information in finding suitable accommodation;
- d) information in matters of health, language and local custom that may arise;
- e) academic and other advisory services;
- f) designated individual to act as a liaison officer to facilitate the exchange under the terms and conditions of the Agreement.

ARTICLE V: RESPONSIBILITIES OF THE HOME INSTITUTION

5.1 The Home Institution shall provide outgoing Exchange Students with:

- a) a student preparedness and orientation program prior to their departure;
- b) academic and other advisory services.

ARTICLE VI: RESPONSIBILITIES OF EXCHANGE STUDENTS

6.1 The Parties will ensure that Exchange Students are made aware of their responsibilities under the Student Exchange Program, described below.

6.2 Exchange Students shall register/enrol and pay tuition and all associated fees to their Home Institution.

6.3 Exchange Students alone shall be responsible for all costs associated with the Exchanges. In addition to the costs in 7.2, these include but are not limited to:

- a) Cost of travel to, from, and within the host country;
- b) Cost of all accommodation, meals and such other personal expenses;
- c) Cost of health insurance and any medical expenses;
- d) Cost of textbooks, equipment, clothing, and all incidental fees;
- e) Cost of passport and visa; Exchange Students shall apply for and obtain the appropriate visa;
- f) Any and all debts incurred during the period of exchange.

6.4 Exchange Students must obtain health insurance coverage that meets the requirements of the Host Institution or as a condition of obtaining the appropriate visa. In particular, Exchange Students from UAM are required to participate in MCGILL's compulsory International Health Insurance plan.


6.5 While on exchange, the Exchange Students shall have the same rights and privileges as all other students at the Host Institution, and shall be subject to, and comply with, the Host Institution's policies and procedures, including codes of conduct and academic and disciplinary regulations at both universities.

A breach of any of these shall be cause for immediate termination of the particular student exchange.

ARTICLE VII: FINANCIAL ASPECTS AND RESPONSIBILITIES

7.1 Neither the universities nor the exchange students involved in this program pay tuition fees to the host institution.

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7.2 There shall be no cost or transfer of funds between the Parties in respect of this Student Exchange Agreement.

7.3 The present agreement involves no financial obligations for neither party. In the case of UAM, if it were to provide its students with a travel and accident insurance, this cost will be charged to the corresponding annual budget, within the Program 422C of UAM's International Relations.

ARTICLE VIII: SETTLING DISPUTES

8.1 The Parties will resolve disputes relating to this Agreement by peaceful means, including through mediation.

8.2 If resolution was not reached within 60 days of the notification of the dispute, legal dispute arising from this Agreement shall be debated in a court of law of the District of the Defending Party.

ARTICLE IX: FORCE MAJEURE

9.1 Neither McGILL nor UAM shall be deemed to be in default of performance of its obligations in the event that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be defined as war, pandemic, strikes, fire, flood, court order, statutory or regulatory changes and any similar cause beyond the reasonable control of McGILL or UAM, which could not reasonably have been foreseen and guarded against.

ARTICLE X: LIABILITY/INDEMNIFICATION

Each Party shall have and maintain in force, during the course of this agreement, adequate policies of insurance with a reputable insurance company to cover legal liability in respect of any act, omission or default resulting in loss or damage for which they may be liable according to the laws applicable to them.

ARTICLE XI: PERSONAL DATA PROTECTION


The Parties recognize that the performance of the Agreement shall require the release of certain personal information relating to the Exchange Students participating in the Student Exchange Program. The Parties shall take all reasonable steps to provide for the safe custody of the personal information received from the other Party or from the Exchange Students. The parties shall ensure that the disclosure shall be made in compliance with the laws applicable to them.

For exchange from McGILL, it is understood that the Exchange Students shall be required to provide written consent to that release prior to the start of the Exchange Period.

For exchange from UAM, it is understood that the Exchange Students shall be required to provide written consent to that release prior to the start of the Exchange Period.

ARTICLE XII: NOTICES

For all matters relating to the administration of the Exchange Program, notice shall be sent to the parties' liaison officers:

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At MCGILL:

Student Exchange - Service Point
3415 McTavish St.
Montreal, Quebec, H3A 1Y1
Canada
studentexchanges@mcgill.ca
Faculty of Law – Student Affairs Office
Chancellor Day Hall
3644 Peel Street
Montreal, Quebec
Canada H3A 1W9
exchanges.law@mcgill.ca

At UAM:

Servicio de Relaciones Internacionales y Movilidad
Campus de Cantoblanco. C/ Einstein 7, Edif. Plaza Mayor, planta baja - 28049, Madrid. Spain.
serim.movilidad@uam.es
Any notification of amendments, renewal and termination regarding this agreement must be sent in writing to the following persons responsible:

At MCGILL:

Office of the Deputy Provost (Student Life and Learning)
Associate Director, International Education
McGill University
James Administration Building, Room 621
845 Sherbrooke Street West
Montreal, Quebec, H3A 0G4
Canada
mcgillabroad@mcgill.ca

At UAM:

Servicio de Relaciones Internacionales y Movilidad
Campus de Cantoblanco. C/ Einstein 7, Edif. Plaza Mayor, planta baja - 28049, Madrid. Spain.
serim.movilidad@uam.es


ARTICLE XIII: DURATION, EFFECTIVENESS AND TERMINATION

13.1 This agreement is signed in duplicate in English. It will take effect upon signature of the designated officials of each institution and will be valid four years (4) from the date of last signature.

13.2 This Agreement can be renewed for four (4) additional years by the express agreement of both parties in writing.

13.3 Nine (9) months prior to the expiration of this Agreement, the Parties shall review in good faith the terms and conditions of the Agreement with the view to renew. The Agreement shall be renewed by mutual agreement and executed in writing by the authorized representatives of the Parties.

13.4 The terms of this agreement may be amended by mutual consent in writing.

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13.5 Either Institution may terminate this agreement by serving a twelve (12) months prior written notice to the other party. Such termination will not affect students enrolled at that time at the host university as exchange students, who will be allowed to complete their studies under the exchange program.

<p>The Universidad Autónoma de Madrid</p> <p>_____ THE RECTOR UNDER DELEGATION, THE VICE-RECTOR</p> <p>FOR INTERNATIONALIZATION Resolution of July 2nd, 2021 (B.O.C.M July 8th, 2021) Prof. Irene Martín Cortés</p> <p>Place: Madrid, Spain</p> <p>Date: _____</p>	<p>The Royal Institution for the Advancement of Learning / McGill University</p> <p>_____ Prof. Angela Campbell Interim Deputy Provost (Student Life and Learning)</p> <p>Place : Montreal, Canada</p> <p>Date: _____</p>
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ANNEX I SPECIFIC LANGUAGE REQUIREMENTS AT UAM

In general, the language of Instruction is Spanish. Nevertheless, some courses are taught in English:
http://www.uam.es/ss/Satellite/en/1242668835949/contenidoFinal/Study_Programs_in_English.htm

REQUIREMENTS TO TAKE COURSES AT UAM

Required Spanish level (for those incoming students who will take their courses in Spanish):

- ▣ As a rule, B1, but B2 is recommended.
- ▣ B2 for the following:
 - Graduate studies: Master's degrees.
 - All degrees at the Faculty of Economics and Business
 - The following degrees at the Faculty of Arts:
 - Degree in *Estudios Hispánicos: Lengua Española y sus Literaturas*
 - Degree in *Lenguas Modernas, Cultura y Comunicación*

For these degrees, students must prove a B2 level of Spanish via a DELE or SIELE certificate. As a rule, UAM does not need students to send a certificate to prove their level of Spanish. It is the students' responsibility to make sure they meet these requirements. As an exception to this rule, UAM does request students to send a certificate of Spanish level:

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- o Students nominated to the Faculty of Law
- o Students nominated to the Faculty of Medicine
- o Students nominated to the Faculty of Arts, in the following degrees:
 - *Estudios Hispánicos*
 - *Lenguas Modernas, Cultura y Comunicación*

Required English level (for those incoming students who will take their courses in English):

A B2 level of English is recommended (UAM does not need students to send a certificate to prove their level of English. It is the students' responsibility to make sure they meet this requirement).

***In general terms, the limited offer of courses taught in English means that exchange students must take part of their courses in Spanish and for this, they must have and prove (as stated above) a certain level of Spanish.**

BOLETÍN OFICIAL DE LA UNIVERSIDAD AUTÓNOMA DE MADRID

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