

I.3.25. Acuerdo 27/CG de 20-06-25 por el que se aprueba el Convenio de Colaboración para intercambio académico entre la Universidad Autónoma de Madrid y Fudan University de 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 de Colaboración para intercambio académico entre la Universidad Autónoma de Madrid y Fudan University de China, previo informe favorable de la Comisión de Internacionalización de fecha 8 de abril 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 20 de junio de 2025, **ACUERDA** la firma y compromiso de adhesión al Convenio de Colaboración para intercambio académico entre la Universidad Autónoma de Madrid y Fudan University de China, 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 general conocimiento 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:

- 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.

En Cantoblanco. La Presidenta del Consejo de Gobierno. Amaya Mendikoetxea Pelayo

ANEXO

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COOPERATION AGREEMENT
between
FUDAN UNIVERSITY, CHINA
and
THE UNIVERSIDAD AUTÓNOMA DE MADRID, SPAIN
On
ACADEMIC EXCHANGE

Recognizing the benefits of collaboration programs in higher education and desiring to promote scholarly research and to contribute to international education, 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 Fudan University (hereinafter referred to as Fudan), located at 220 Handan Road, Shanghai 200433, China, represented by Chairman of University Council, Prof. QIU Xin; they hereby agree on the present agreement in the following terms:

Article I - Purpose

The present Agreement aims at establishing the basis for a mutual cooperation between the Parties, envisaging the exchange of undergraduate and postgraduate students, as well as the exchange of faculty members of both institutions.


Article II- Student Exchange

2.1 Each institution may send up to two (2) full-time equivalent students, undergraduate or graduate, each academic year. The unit of calculation is student per semester, and one full-time equivalent student equals two students exchanging for one semester. However, this number may vary in any given year, depending on the balance of exchanges obtained over the term of the Agreement.

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

2.3 Exchange students will continue to pay tuition and any fees as required to their home university. Exchange students are responsible for all their personal costs, including housing, transport, food, health and books.

2.4 Exchange students must be provided with or obtain the correspondent health cover policy valid at the host country throughout the whole period of exchange.

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Students from Fudan University will be required to endorse the insurance necessary to process their visa and in any case, they will be required, at the least, to be provided with a travel and accident insurance with health coverage.

International students enrolling in the student exchange program at Fudan are required to purchase the Foreign Students Overall Insurance.

2.5 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.

The host university will reserve the right to make final judgement on the admissibility of each student nominated for the exchange.

Additionally, the home university is responsible for making sure students have the minimum requested level of language, according to Annex I, and other academic qualifications as specified by the host university.

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


2.7 At UAM, exchange students may only enroll in undergraduate and/or graduate courses offered by the following Faculties:

- Faculty of Arts and Humanities
- School of Computer Science and Engineering

Likewise, only students from the above-mentioned Faculties/Schools may participate in the exchange that is the object of this agreement.

2.8 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. The exchange program is course-based. Students will enroll in undergraduate/graduate-level courses for academic credits. At Fudan, incoming exchange students are precluded from enrolling in courses in medicine and special programs such as MBA programs in the School of Management; the list of course preclusions may change from time to time; graduate exchange places are subject to the availability of exchange places and English-taught courses and may only be negotiated on a case-by-case basis.

2.9 The transcript of results and academic records will be provided to the home university as soon as practicable after the completion of a period of exchange study. The home university shall determine whether and to what extent the academic credit related to the course of study at the host university may be considered for credit towards the exchange student's degree program at the home university.

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2.10 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.

2.11 The host university will provide assistance in finding accommodation but there are no obligations on the participating universities to provide accommodation, and no guarantees on the provision of accommodation can be expected by exchange students.

2.12 Exchange students are responsible for obtaining a visa and any related documents necessary to ensure participation in a period of exchange study.

2.13 The host university will provide exchange students with academic counselling; assistance at enrolment and information on courses of study, as well as access to the library and university facilities, in the same conditions established for its regular students.

2.14 The parties agree that the program activities will be conducted in sound academic manner and are subject to the laws and regulations of the respective countries where such activities take place. The two parties will properly handle any student concerns that may arise throughout the duration of this Agreement in a coordinated manner.

Article III – Exchange of Faculty Members

3.1 Both institutions will promote more contacts and cooperation between their faculty and research members in order to create a strong basis for the development of joint training programs, formulating joint research projects, exchange of teaching materials, etc.

3.2 Under this agreement, both UAM and Fudan, may invite faculty members from the partner institution. Mobility of faculty from each institution may refer the conduct of joint projects in education, research, organization of conferences and seminars along with any other program judged to be of mutual interest for their institutions.

3.3 The candidates will be faculty of those areas who have expressed an interest in exchanging positions for purposes of professional development and must have the approval of the relevant Department, College or Faculty and Campus authorities at both Institutions.

3.4 Faculty exchanges may refer to the simultaneous exchange of positions, the conduct of joint projects in education, research, organization of conferences and seminars along with any other program judged to be of mutual interest for their institutions. To foster this mobility, both institutions can collaborate in Interlibrary loan of academic publications and information among all their Libraries.

3.5 In faculty exchanges, each faculty member will keep his or her home salary and fringe benefits, and will simply be assigned to the counterpart institution

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3.6 Travel and living expenses abroad will be borne by academic staff participating in the program. However, both institutions will endeavor to seek funding to support this mobility. Regarding UAM, if funds are available, the criteria and conditions for financial support shall be established in a specific public call.

3.7 Each participant in the faculty exchange must ensure that they have adequate health and accident insurance coverage, valid for the whole period of exchange. Whenever funds are available, the university will provide its outgoing faculty with an adequate medical insurance.

Article IV – Financial Aspects and Responsibilities

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

4.2 In the implementation of the present agreement, all costs involved in the mobility of students, including payment of tuition fees to the home institution, as well as faculty mobility related costs, are responsibility of each individual participating in the program under this agreement.

Article V – Monitoring Committee

5.1 A Monitoring Committee will be set up consisting of representatives from each of the parties to this agreement. Responsibilities of this Committee will be as follows:

- Implementation, control and monitoring of the program under this agreement.
- Clarify and resolve any disputes that may arise in the interpretation and implementation of this agreement.

5.2 The monitoring committee may, at any time, propose modifications to the terms and conditions of the present agreement. 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 Fudan University, representatives will be, Vice President Prof. CHEN Zhimin or person appointed by him/her.

Article VI – Personal Data Protection

6.1 The Parties agree to process any personal data they have access to under this Agreement in accordance with the legal provisions applicable to personal data protection, and, specifically, to obtain the express consent of the students and teachers participating in the program.

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6.2 For this purpose, the entities signatory to the Agreement shall be considered data controllers with respect to the incorporation of the personal data of students and staff participating in the program that is the subject-matter of this agreement. Neither of the parties may access the data in the files of the other party, except for the purpose of communicating the students chosen and the staff participating in the mobility programs, as agreed herein and solely for matters arising from the corresponding courses or stays. Personal data shall not be transferred or communicated to third parties without the express consent of the data subject, or unless there is a legal obligation to do so. The data subjects may exercise their right to access, rectify, erase, restrict or object to the data at the address indicated by each party in this document for the purpose of notifications, except for data which forms part of the student record or which either party is required to retain according to local laws and regulations.

6.3 In addition, each party agrees to adopt any technical and organizational measures necessary to guarantee the security of personal data and prevent the alteration, loss, processing or unauthorized access to such data, taking into account the state of the technology involved, the nature of the data stored and the risks to which they are exposed, whether such risks arise from human action or the physical or natural environment; and to comply with its corresponding privacy policy.

Article VII – Notices

Any notification regarding this agreement must be sent in writing to the following persons responsible:

At Fudan University:

Office of Global Partnerships
Ma Jinming Building, 220 Handan Road, Fudan University
Shanghai, 200433, China
Phone: +86 21 6564 2260
Email: ogp@fudan.edu.cn

At Universidad Autónoma de Madrid:

Servicio de Relaciones Internacionales y Movilidad
Campus de Cantoblanco. C/ Einstein 7, Edif. Plaza Mayor, planta baja - 28049, Madrid. Spain.
Phone: + 34 91497 4989
Email: serim.movilidad@uam.es

Article VIII – Effectiveness, Renewal and Termination

8.1 This agreement is signed in duplicate in English, both versions having the same legal force. It will take effect upon signature of the designated officials of each institution and will be valid for four (4) academic years from academic year 2025/2026.

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

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

8.4 Either Institution may terminate this agreement by serving a six (6) months prior written notice to the other party. The termination of this Agreement shall not abrogate ongoing activities in both Institutions or activities that have initiated on the termination date, so as to provide students with the opportunity to conclude the courses to which they have been assigned, and faculty members to conclude ongoing collaborative activities.

Article IX Violence, Harassment, Discrimination

The undersigned [Universities/Entities] undertake to prevent, detect and intervene in any situation of violence, harassment or discrimination based on sex, sexual orientation, gender expression or identity, birth, racial or ethnic origin, religion, conviction or opinion, age, disability, nationality, illness, socio-economic status, linguistic, political and trade union affinity, due to their appearance, or any other personal or social condition or circumstance that may occur within the framework of the [mobility programme/traineeships]. The [Universities/Entities] shall act with agility, diligence and impartiality and always respecting the rights of the victims, the duty of confidentiality and the presumption of innocence.

Article X – Settling Disputes

All disputes arising from the interpretation, development, modification, resolution or execution of the present agreement, 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.

In virtue thereof, both parties sign the present agreement 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
January 8th, 2021)
Prof. Irene Martín Cortés Place: Madrid,
España

Date:

Fudan University

Chairman of University Council Prof.
QIU Xin

Place: Madrid, Spain

Date:

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ANNEX I

SPECIFIC LANGUAGE REQUIREMENTS REQUIREMENTS TO TAKE COURSES 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

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 home university's responsibility to make sure students meet these requirements. As an exception to this rule, UAM does request students to send a certificate of Spanish level:

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 Spanish. It is the home university's responsibility to make sure students 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.**

REQUIREMENTS TO TAKE COURSES AT FUDAN


In general, the language of instruction is Chinese and English.

Required English level

TOEFL IBT score above 90 or IELTS score above 6.5 (no components below 6.0)

Required Chinese level

For students who intend to take Chinese-taught courses and whose first language is not Chinese: HSK level 5 score above 210.

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