**COOPERATION AGREEMENT**

**between the**

**[NAME OF THE INSTITUTION], [COUNTRY]**

**and**

**THE UNIVERSIDAD AUTÓNOMA DE MADRID, SPAIN**

**On**

**FACULTY 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 [Name of the institution] (hereinafter referred to as [acronym]), located at [address], represented by [Position] [Name]; 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 a faculty exchangeprogram based on the principle of reciprocity and mutual benefit.

**ARTICLE II: TERMS OF THE EXCHANGE**

* 1. The two Parties agree to enter into a faculty exchange agreement, commencing in the year 20\_\_.
	2. Faculty exchanges will be arranged at the host institution for periods of time acceptable to both Parties.
	3. The number of participants will be agreed by the two Institutions. It is expected that in any given year there will be an equal number of faculty exchanged from each Institution.
	4. Notwithstanding article above, while equal numbers in every year may not be possible, efforts will be made to have equal numbers exchanged over the life of this agreement.
	5. 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.
	6. 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.
	7. 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
	8. 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.
	9. Both institutions agree to assist visiting faculty insofar as feasible in matters research facilities, housing search, immigration details, etc. However, the individual faculty remains responsible for housing arrangements and immigration details. Both institutions shall have no responsibility related to these procedures, nor provide any legal assistance related thereto.
	10. Neither institution will be required, or expected, to provide additional funds to compensate the faculty member(s) involved in the exchange for any differences in salaries and/or expenses. Neither institution shall be required, or expected, to provide funds to hire replacement faculty, or to otherwise provide coverage for any duties for which its faculty member is responsible, and for which the exchange faculty member is not qualified, or able to meet.
	11. 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.
	12. Each Institution will accept the participants selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of this Agreement, subject to the provisions of the policies and requirements of each of the Institutions. Any violation of these principles will be considered grounds for terminating the agreement.

**ARTICLE III: FINANCIAL ASPECTS AND RESPONSIBILITIES**

* 1. The present agreement involves no financial obligations for neither party. In the case of UAM, if it were to provide its faculty 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.
	2. In the implementation of the present agreement, as indicated on sections 8 and 11, Article II, all costs involved in the mobility of faculty and researchers, are responsibility of each individual participating in the program under this agreement.

**ARTICLE IV: MONITORING COMMITTEE**

* 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.

* 1. 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.
	2. 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 [Name of the Institution], representatives will be, the [Position] [Name] or person appointed by him/her and the [Position] [Name] or person appointed by him/her.

**ARTICLE V: 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.

**ARTICLE VI: PERSONAL DATA PROTECTION**

* 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, specifically to the provisions of Regulation (EU) 2016/679, the General Data Protection Regulation (GDPR).
	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 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 staff participating in the mobility program, 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.

* 1. 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: 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 VIII: NOTICES**

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

**At [Name of the Institution]**

[Name of Office / Service]

[Address:]

[Phone:]

[E-mail:]

**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 IX: DURATION, EFFECTIVENESS AND TERMINATION**

9.1 This agreement is signed in duplicate in both Spanish and [language], having both versions the same legal force. It will 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.

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

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

9.4 Either Institution may terminate this Agreement by serving a three (3) months prior written notice to the other party. Such termination will not affect the validity and continuity of any incompletely discharged obligation agreed upon by the two Parties before termination.

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

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| **The Universidad Autónoma de Madrid** | **The** **[Institution],**  |
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| THE RECTORUNDER DELEGATION, THE Vice-Rector for InternationalizationResolution of December 2nd, 2021 (B.O.C.M July 8th, 2021)Prof. Irene Martín CortésPlace: Madrid, Spain | [Name][Position] Place:……….. ,…………….. |
| Date:  | Date:  |