

[15569]

**AGREEMENT OF INTER UNIVERSITY COOPERATION**  
**BETWEEN**  
**THE UNIVERSITAT POLITÈCNICA DE VALÈNCIA, SPAIN**  
**AND ANNA UNIVERSITY, INDIA**

On the one part, **Universitat Politècnica de València**, hereafter referred to as UPV, with Tax ID Number Q4618002B, duly formed and existing as a University by virtue of the Spanish Government Order 495/1971, of 11<sup>th</sup> March (Spanish Official State Gazette: BOE 26<sup>th</sup> March 1971), with **head office at Camino de Vera s/n, Valencia (Spain)**, represented by its Rector, **Prof. Francisco José Mora Mas**, who was appointed to office by the Valencian Regional Government Order 64/2017, of 26<sup>TH</sup> May, approved by the Valencian Government Council, and by virtue of the powers granted by Article 53-d of the UPV Statutes, which were approved by the Valencian Regional Government Order 182/2011, of 25<sup>th</sup> November,

AND

On the other part, **Anna University**, hereafter referred to as AU, with **head office at Sardar Patel Road, Guindy, Chennai 600 025, INDIA**, represented by its Vice-Chancellor, **Prof. M. K. Surappa** in accordance with the Anna University Chennai ACT 1978 [Tamil Nadu ACT 30 of 1978].

UPV and AU are individually referred to hereinafter as the "Party" and collectively as the "Parties".

Both Parties mutually acknowledge their legal capacity to enter into and be bound by this Framework Agreement and to that effect they state the following

**WHEREAS**

- I. It is of mutual interest to sign this Framework Agreement in order to establish a broad cooperation framework that contributes to better fulfill the aims and objectives of both Parties.
- II. The Parties are institutions that wish to establish, for reasons of essence, purpose and aims, the communication channels to allow the exchange of scientific and cultural knowledge, being among their objectives to boost scientific productivity, knowledge transfer, technological development and innovation in all fields of knowledge and to collaborate with universities and research centres (Article 60 of Law 2/2011, of 4 March, on Sustainable Economy).
- III. For the above mentioned reasons, the Parties deem it appropriate to increase their academic and scientific engagement in the fields of teaching, research and technology transfer, cooperation, and culture, establishing the appropriate instruments.

And to this end they have decided to sign this Framework Agreement containing the following



Reg N: 019/719

## **CLAUSES**

### **FIRST.- PURPOSES OF THE AGREEMENT OF COOPERATION**

AU and UPV are committed to establishing a framework for collaboration in promotional activities aimed at fostering the exchange of experiences in the fields of teaching, research and technology transfer, cooperation, and culture. In general, within those areas in which both have manifest interest.

### **SECOND.- FORMS OF COOPERATION**

With the aim of satisfying the objectives defined in the previous clause, the Parties undertake, where appropriate, and in accordance with their institutional and national policies and regulations to:

- a. Facilitate institutional exchanges of students, teachers, and researchers for limited periods of time.
- b. Promote the participation in bilateral and multilateral research and development projects and programmes.
- c. Cooperate in training programmes for researchers and technical staff.
- d. Jointly collaborate in the areas of technical advice and cooperation with enterprises and technology transfer.
- e. Provide mutual advice on issues concerning the activities of both institutions.
- f. Engage in the reciprocal exchange of books, publications, and other research and teaching materials, provided that there are no previous commitments that prevent such an exchange.
- g. Explore whatever areas that are considered of mutual interest, subject to the resources of both Parties and to the activities that constitute the object of the present Agreement.

### **THIRD.- ESTABLISHMENT OF THE COOPERATION**

The carrying out of the foreseen forms of cooperation provided under this Agreement shall be the object of specific Agreements drawn up by mutual consent between the Parties specifying the following:

- a. The objective of the collaboration.
- b. Description of the working plan that will include the phases and schedule.
- c. Total budget, itemizing each Party's contribution, including the human and material resources required to carry out the programme.
- d. Rules to coordinate, fulfil and supervise the carrying out of the programme.
- e. Identification of the persons, one from each Party and appointed by mutual consent, who will be responsible for the fulfilment of the specific Agreement.
- f. Rules about intellectual property and exploitation of results, if appropriate.
- g. Place, dates and duration of the activity.

Such specific Agreements shall be annexed as addenda to the present Agreement.

#### FOURTH.- MONITORING COMMITTEE

A monitoring committee shall be set up in order to facilitate the drawing up of the specific Agreements. Depending on the area involved, UPV will be represented on this monitoring committee by :

- For matters concerning the exchange of undergraduate students and teaching staff; cooperation activities; establishment of joint post-graduate and doctoral (PhD) programmes; and technical advice: **the Head of the Rector's Office, Prof Juan Miguel Martínez Rubio**, or any other person to whom the Rector delegates.
- For matters concerning research and Innovation: **the Vice-rector for Research, Innovation and Transfer, Prof José E. Capilla Romá**, or any other person to whom the Rector delegates.

Anna University will be represented on the monitoring committee by:

For matters concerning the exchange of undergraduate students and teaching staff; cooperation activities; establishment of joint post-graduate and doctoral (PhD) programmes; and technical advice and research and Innovation : **The Director, Centre for International Relations, Anna University, Chennai 600 025, INDIA**

These representatives will periodically carry out an evaluation of the activities fulfilled or to be fulfilled, and will produce a report that will be communicated to the relevant Parties.

#### FIFTH.- FUNDING

Both Parties, on a reciprocal basis, shall endeavour to obtain funding from external sources that shall be used to support the activities carried out within the scope of this Agreement.

#### SIXTH.- MEANING OF THIS AGREEMENT

This Framework Agreement should not be interpreted in the sense of having created a financial or legal relationship between the Parties. It constitutes a declaration of intent whose end is to promote authentic relations of mutual benefit in terms of academic, scientific and cultural collaboration, with no legal nature of Convention, in accordance with the provisions of Article 47.1, second paragraph, of the Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, of supplementary application to UPV, according to Article 2.2, c of this same law.

In addition, this Framework Agreement has administrative character and is excluded from the scope of application of the Contracts Law 9/2017, approved 8 November.

#### SEVENTH. DISSEMINATION

Prior to the dissemination of this Framework Agreement and of the specific Conventions or Agreements derived from it, mutual consent in writing by both Parties will be required to specify the terms of its broadcasting through media, internet and any other form of transmission.

The Parties give up their name, brand, and logo during the duration of this Framework Agreement and of the specific Conventions or Agreements derived from it exclusively for the dissemination of the activities included within the purposes set out in such Agreements. The release of the above mentioned



data shall not be understood to confer any other right or ownership on them, whatever the time elapsed.

The completion or termination for any reason of the Framework Agreement will result in the immediate cancellation of the cession of use concerned.

In any case, the name, brand and logo of both Parties shall be inserted in the releases in equal size and on equal terms as regards their visibility.

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#### **EIGHTH.-VALIDITY OF THE FRAMEWORK AGREEMENT.**

The present Agreement shall be valid for three (3) years from the date of the last signature, after which time it may be renewed upon request of either Party, whenever the renewal is done before its completion date and with the written agreement of both Parties.

#### **NINTH.-MODIFICATION.**

This Agreement may be amended by mutual consent between the Parties, confirmed in writing and signed by an authorized representative of each Party.

**TENTH.-TERMINATION.** This Framework Agreement may be terminated by any of the following causes:

- i. By mutual agreement of the Parties.
- ii. At the expiration of the initial term or, where appropriate, of its extensions.
- iii. By breach of the agreed obligations or by having infringed the duty of loyalty.
- iv. By unilateral decision of one of the Parties by written communication to the other Party at least two months before the date when it would conclude.
- v. By judicial decision declaring the invalidity of this Agreement.
- vi. By any other cause, different from the previous ones, laid down in this Agreement or in the current regulation.

In the event that this Agreement is terminated, both Parties commit, to the extent possible, to complete the actions already initiated at the time of the notification of the termination.

#### **ELEVENTH.-PROTECTION OF PERSONAL DATA AND SENSITIVE INFORMATION.**

The Parties undertake to respect the confidentiality of the information provided in the execution of this Agreement, without prejudice to the obligations regarding active advertising and the right of access to public information established in Law 19/2013, of December 9<sup>th</sup>, on transparency, access to public information and good governance, and also in the Valencian Government's Law 2/2015, of April 2<sup>nd</sup>, on transparency, good governance and citizen participation in the Valencian Community.

Likewise, as regards the access, transfer or processing of personal data, they expressly undertake to respect the principles, provisions and security measures established in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and also in the Spanish Organic Law 3/2018, of December 5<sup>th</sup>, on the protection of personal data and the guarantee of digital rights.

In the event that any Party is located in a country that can offer, according to its legislations, a level of protection not comparable to the Spanish one in this area, the Parties commit to respect unfailingly the Spanish regulations on this matter and the appropriate security measures will be applied at all times to ensure the safety of the data.

#### NINTH.- DISAGREEMENTS

All disputes arising out of or in connection with the present Agreement shall be amicably settled by the Parties via direct negotiation. The Parties will take all reasonable steps to resolve the disagreements on the basis of good faith and good will criteria. The agreements reached shall be put in writing and will enter into force on the date of signature. In the event of a dispute, the Parties permanently submit to the Arbitration Rules of the International Chamber of Commerce, and an arbitrator shall be chosen in accordance with said Rules.

And in proof of accordance with the aforementioned, the present document is signed in duplicate copies,

For Universitat Politècnica de València, SPAIN



Prof. Francisco José Mora Mas  
Rector  
Valencia, Spain

Date :

For Anna University, INDIA

A handwritten signature in green ink, appearing to read 'M. K. Surappa'.

Prof. M. K. Surappa  
Vice-Chancellor

A handwritten signature in green ink, appearing to read 'J. Kumar'.

Prof. J. Kumar  
Registrar

A handwritten signature in green ink, appearing to read 'N. Rajendran'.

Prof. N. Rajendran  
Director  
Centre for International Relations

Date :



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