AGREEMENT OF INTERUNIVERSITY COOPERATION BETWEEN THE UNIVERSITAT POLITÈCNICA DE VALÈNCIA AND THE UNIVERSITY OF RIJEKA

The 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 11th March (Spanish Official State Gazette: BOE 26th March 1971), with head office at Camino de Vera s/n, Valencia (Spain), represented by its Rector, Prof. Juan Juliá Igual, who was appointed to office by the Valencian Regional Government Order 52/2009, of 3rd April, 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 25th November,

AND

The University of Rijeka, hereafter referred to as UNIRI, with Tax ID Number OIB 64218323816, duly formed and existing as a University by virtue of the Croatian Parliament Decision No. 3039-1972, of 27th December, 1972, with head office at Trg braće Mažuranića 10, HR-51000 Rijeka (Croatia), represented by its Rector, Prof. Pero Lučin, who was appointed to office by the University of Rijeka Senate Decision (Klasa: 602-04/09-01/02, Urbroj: 2170-57-01-09-65), of 24th February, 2009, on the basis of the Article 59, Item 1, Subparagraph 12 of the UNIRI Statute, brought in accordance with Article 57, Item 2 of the Law on Research and Higher Education (Official State Gazette – "Narodne Novine", No. 123/03, 105/04, 174/04 and 46/07) and Article 52, Item 5 of the UNIRI Statute.

DECLARE THAT

- 1.- Both institutions have common objectives and interests in academic, scientific and cultural fields.
- 2.- In order to contribute to the economic and social development of the countries, it is of paramount importance to establish links in the fields of science and culture.
- 3.- Universities are institutions dedicated, by virtue of their nature, purpose and objectives, to establishing the channels of communication that facilitate the exchange of scientific and cultural knowledge.

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4.- In view of the aforementioned, the two institutions have agreed that it would be advantageous to strengthen their academic and scientific relationship in those fields of mutual interest, establishing the appropriate means and methods.

And to this end, both institutions wish to enter into a general agreement of academic, scientific, and cultural cooperation under the following

CLAUSES

FIRST.- PURPOSES OF THE AGREEMENT OF COOPERATION

UNIRI and **UPV** undertake to promote the exchange of experiences and staff in areas of common interest in the fields of teaching, research, and culture.

SECOND.- FORMS OF COOPERATION

With the aim of satisfying the objectives defined in the previous clause, both 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 to 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 both Institutions specifying the following:

a) The objective of the collaboration.

(b) Description of the working plan that will include the phases and schedule.

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- c) Total budget, itemizing each party contribution. Human and material resources required to carry out the programme must also be stated.
- 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, the 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 Vice-rector for International Relations and Cooperation, Mr Juan Miguel Martínez Rubio, or any other person to whom the Rector delegates.
- For matters concerning Research and Innovation: the Vice-rector for Research, Ms Amparo Chiralt Boix, or any other person to whom the Rector delegates.

The UNIRI will be represented on the monitoring committee by:

- For matters concerning the exchange of undergraduate students and teaching staff; cooperation activities: the Vice-rector for International Relations, Mr Damir Zec, or any other person to whom the Rector delegates.
- For matters concerning Research and Innovation; establishment of joint post-graduate and doctoral (PhD) programmes; and technical advice: the Vice-rector for Research, Ms Nevenka Ožanić, or any other person to whom the Rector delegates.

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 Institutions, 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.- HEALTHCARE

Healthcare assistance conditions and insurance cover for civil liabilities and accidents will be agreed on each specific agreement.

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SEVENTH.- INTERPRETATION OF THE AGREEMENT

The present Agreement should not be interpreted in the sense of having created a legal or financial relation between the parties. It constitutes a memorandum of understanding whose aim is to promote authentic relations of mutual benefit regarding academic cooperation.

EIGHTH.- RENEWAL, TERMINATION AND AMENDMENT

This Agreement shall remain in force for a minimum period of four (4) years from the date of the last signature, being automatically renewed for successive one (1) year terms unless terminated by either Party giving to the other not less than sixty (60) days prior written notice.

The Agreement may be amended by mutual consent of the Parties, confirmed in a written agreement signed by an authorized representative of each Party.

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.

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

For the Universitat Politècnica de València

MOV. 2012

For the University of Rijeka

Rector October 2012 Riieka.

Pero Lučin

KLASA: 910-01/12-01/39 URBROJ: 2170-57-04-12-4