

SPECIFIC MOBILITY AGREEMENT BETWEEN THE UNIVERSITAT ROVIRA I VIRGILI AND THE UNIVERSITY OF ARIZONA**PRESENT**

On one hand, Ms María José Figueras Salvat, Rector of the Universitat Rovira i Virgili (hereafter, URV) by virtue of her appointment through Decree 32/2018, of 7 Juny (DOGC 7638, of 8 Juny 2018), who represents this institution in accordance with the competencies established in article 66 of the Statute of the URV, which was approved by Decree 202/2003, of 26 August (DOGC 3963, of 8 September 2003), and modified by the Agreement GOV/23/2012, of 27 March (DOGC 6100, of 2 April 2012). The URV's address is C/Escorxador, s/n, post code 43003 Tarragona, and its tax identification number is Q-9350003-A.

On the other hand, Mrs. Liesl Folks, Ph.D., MBA, Senior Vice President for Academic Affairs and Provost of the University of Arizona, by virtue of their appointment representing the institution The Arizona Board of Regents on behalf of The University of Arizona, Tucson, Arizona, USA, tax identification numer 74-2652689.



The parties declare, under their own responsibility, that they each have the legal capacity required to sign this agreement.

ANTECEDENTS

Both parties wish to encourage research and educational and mobility programmes for students and teaching staff, research staff, and administrative and technical staff between our respective institutions, and to regulate these programmes with the aim of serving the mutual interests of both institutions.

To this end, we therefore formalize this agreement in accordance with the following:

CLAUSES**One. Mobility programmes for teaching and research staff and administrative and technical staff**

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1. Both institutions agree to try to ensure that there is equal mobility of teaching and research staff and administrative and technical staff from each institution to the other.
 2. Both institutions will provide information regarding accommodation to the personnel who participate in the exchange. The cost of accommodation and any other costs arising from the mobility will be met by the participating teaching and research staff or the administrative and technical staff, unless alternative funding for these costs is specified.
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3. The visiting members must have access to the services provided for the teaching and research staff and the administrative and technical staff of the host institution under the same conditions as the aforementioned members of the host institution provided that the use of these services is related to the activities that the visiting members are engaged in at the host institution.
4. Staff participating in mobility programmes within the framework of this exchange programme must present the relevant documentation that demonstrates that they have health insurance cover. They must also provide documentation that demonstrates that they have civil liability insurance.
The signatory universities will be responsible for the expenses of their respective mobility students provided that each university internally agrees to this.
5. Exchange faculty and/or scholars shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts but shall not have any responsibility to assure the granting of any immigration visas, permits or approvals.
6. Should any faculty or scholar collaboration result in any potential for intellectual property, the Participating Institutions shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership of such intellectual property and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties

Two: Student mobility

1. Each academic year, each university agrees to accept for this exchange program students in any discipline from the other university for a maximum of up to ten (10). No more than ten (10) students may be exchanged in any academic year.

Both institutions agree to try to ensure that there is equal mobility of students from each institution to the other. Both institutions will review student mobility numbers every year to ensure that student mobility is healthy and that the level of student mobility is acceptable for both institutions.

2. Both institutions agree to take responsibility for selecting the students who are to benefit from the mobility programme within the framework of this agreement. The students must enrol in their home institution. Exchange students shall be registered as full time students at the host institution. The host institution reserves the right to reject candidates because of existing restrictions on admission within an academic discipline. In this case, the home institution may propose further candidates or may suggest an alternate course of study for its students.
3. At least two months before the start of each academic year each institution will inform the other of the names of the exchange student and of the duration of their visit, and will provide a summary of their planned activities. In all cases, this period will be sufficient to allow each institution to administer the exchange students' visits in accordance with its own academic calendar.
4. All official student nominations from The University of Arizona will come from a dedicated coordinator in Study Abroad and Student Exchange. Students who are not nominated and billed through this office will not be considered part of the official exchange program and will not count toward the exchange balance.

5. Neither Participating Institution shall levy base tuition or other state fees on exchange students. However, there may be other fees required by the host institution, including the application fee, program-based differential tuition or program fees, and any relevant course fees. Both institutions will provide the documentation that the students need to adequately carry out their studies and so that these studies can be subsequently recognized at the students' home institution. Both institutions will offer a suitable programme of studies for the exchange students. The mobility coordinators of each course will provide the exchange students with advice and assistance. These study programmes will have a fixed assessment system. Each institution will appoint a member of its staff who will ensure that the agreement is executed correctly.
6. Courses carried out by URV and UA students within the framework of this agreement will be recognized in accordance with the regulations that govern the recognition of courses for all mobility programmes in which the URV and UA are currently involved. If necessary, additional agreements can be established regarding other aspects of the recognition of courses.
7. In all the aforementioned cases, both institutions will provide the exchange students with information regarding accommodation. The cost of accommodation and any other costs arising from the mobility will be met by the exchange students, unless alternative funding for these costs is specified.
8. The visiting students must have access to the services provided for students of the host institution under the same conditions as the students of the host institution. Likewise, the visiting students must accept the rules and regulations of the host institution.
9. Both institutions will provide as much assistance as is possible to help the visiting students to integrate.
10. Students participating in the mobility within the framework of this agreement must present the relevant documentation that demonstrates that they have health insurance cover. They must also provide documentation that demonstrates that they have civil liability insurance.
11. Undergraduate exchange students at the University of Arizona cannot take classes in any department at the Eller College of Management, the School of Retail and Consumer Sciences or in visual communications. Likewise, the professional programs of Nursing, Medicine and Pharmacy do not permit exchange students to take any of their courses.
12. Some programs at The University of Arizona may require a portfolio or an audition before advanced coursework can be taken (e.g. Fine Arts, Performing Arts, Media Arts, Music, Dance, and Architecture).
13. Exchange students shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
14. Exchange students shall be subject to all regulations, rules and standards of academic performance and personal conduct of students at the host institution. Exchange students who violate any such regulations, rules or standards are subject to expulsion from the exchange program, and if expelled, must immediately return to their home country. The host institution will promptly inform the home institution of any violation of rules, regulations or standards that results



in any investigation of or discipline against an exchange student.¹³
Academic Eligibility for Admission to The University of Arizona at the Graduate Level:

- a. Applicants to The University of Arizona Graduate College must have completed a program of study that is considered comparable to a U.S. Bachelor's degree. While it is recognized that educational systems differ throughout the world, a four-year, university degree can generally be considered comparable to a bachelor's degree awarded in the United States, provided that it was earned at an institution that has official recognition as a university-level academic institution by the home country's Department of Education. The University of Arizona Graduate Admissions Office reserves the right to determine each potential participant's eligibility.
- b. If a participant applies at the graduate level and it is determined by Graduate Admissions that the participant does not meet minimum graduate admissions criteria, the participant may elect to apply at the undergraduate level. At the participant's request, his/her international admissions record can be reviewed by the Office of Undergraduate Admissions to determine eligibility.
- c. The Graduate College requires participants to submit a comprehensive record of all postsecondary study completed, in the form of a transcript or yearly grade sheets, including all diploma/degree certificates. Each document must be an original or a copy that is originally certified by the issuing college or university and must be accompanied by officially certified English translations.

Three: Travel and Safety

1. The Participating Institutions each acknowledge and agree that they have emergency response plans to address emergencies. Each Participating Institution agrees to provide the other with information on the emergency response plan upon request.
2. The University of Arizona will evaluate potential risks for any country to which its employees or students may be proposing travel and may determine based on U.S. Department of State Travel Advisories, any other travel advisory source, and in its sole discretion, that travel to a particular country or area is not advisable at that time.
3. If a University of Arizona employee or student is already present in a location where the University determines there to be an elevated risk, the traveler must consult with the University to re-assess the safety of their remaining in this location. If the University deems the risk to be extreme, the employee or student may be evacuated back to their home country or to a safer location.

Four: Duration

This agreement will come into force as soon as it has been signed, will have a duration of 4 years and may be extended by means of addenda. The total amount of years that the agreement may be extended is four years.

Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Participating Institutions.

Five: Conflict of Interest

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511 regarding Conflict of Interest.

Six: Non-Appropriation

The Participating Institutions recognize that performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Notwithstanding the provisions of Section III. D. 4, above, should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University of Arizona agrees to notify the other Participating Institution as soon as reasonably possible after the unavailability of said funds comes to the University's attention.

Seven: Intellectual Property

The Participating Institutions do not intend that the activities performed under this Agreement will result in inventions or the creation of new intellectual property, but if any result, the following will apply: the University of Arizona shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. the Universitat Rovira i Virgili shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. The Universitat Rovira i Virgili and the University of Arizona shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both Participating Institutions' employees or consultants in performing under this Agreement.

No Participating Institution will use the trademarks, trade name, logos, trade dress or other commercial property of any other Participating Institution without the express written approval of that Participating Institution.

Eight: Equal Employment Opportunity and Non-Discrimination

The University of Arizona is bound by applicable federal and state laws and regulations, as well as internal University policy, governing Equal Employment Opportunity and Non-Discrimination. The Participating Institutions agree that participation by University of Arizona personnel or students in any activities relating to this Agreement shall not be denied to any individual on the basis of race, color religion, sex, national origin, age, disability, veteran status, sexual orientation gender identity, or genetic information. The University of Arizona is also committed to providing equal access and reasonable accommodation to its employees and students as required by law.

Nine: Export Controls

The University of Arizona is bound by all applicable United States federal laws restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR §120 *et seq.* and the Export Administration Act of 1979 (as amended) 50 U.S.C. Appendix § 2401 *et seq.* (collectively "Export Control Laws") and will not transfer any export controlled

materials or technology without prior authorization from Department of State or Department of Commerce if such authorization is required.

Ten. Termination

The present agreement may be terminated when the actions for which it was constituted have been completed or because there are grounds which justify its termination. Grounds for termination are:

- a) The expiry of the effective period of the agreement without the parties agreeing on any extension.
- b) Unanimous agreement among all signatories to terminate the agreement.
- c) Non-compliance by one of the signatories with their obligations and commitments under the agreement. In this case, any of the parties may request that the non-compliant party complies with its obligations and commitments within a given period. This requirement must be reported to the individual responsible for the mechanism for monitoring and controlling the execution of the agreement and to the other signatory parties. If non-compliant party fails to meet its obligations and commitments within the period indicated, the party that made the initial complaint must inform the other signatories that there are grounds for terminating the agreement and the agreement will be understood to have been terminated. If the agreement is terminated in this manner, any parties who believe that they have suffered damages may seek compensation from the non-compliant parties.
- d) A legal ruling declaring the agreement to be null and void.
- e) Any cause other than those stipulated previously in the agreement or in other laws.

In all cases, all commitments agreed and which are in progress at the time of termination of the present agreement must be fulfilled.

Eleven: Resolution of disputes

The signatories must resolve any doubt or issue regarding this agreement by consensual negotiation and common agreement. Should they be unable to reach a common agreement, the signatories will resolve their differences regarding the interpretation or fulfilment of this agreement by another means that they will determine by common agreement. In the event of failure to reach a consensual solution, the parties submit to the jurisdiction of Arizona law to disputes arising in the United States and to Tarragona law for disputes arising in Spain.

Twelve: Data protection

Both parties agree to maintain the strictest confidentiality regarding the information data and documentation to which they may have access by virtue of the present agreement and any specific agreements; to not use the information, data or documentation for any purposes other than those that are specified; and to ensure compliance with the regulations governing the protection of personal data. Personal data may be accessed by or ceded to third parties only if this is expressly stipulated in the present agreement or in any specific agreements that may arise from the present agreement or if it is established by law.

The Participating Institutions acknowledge that students participating in programs pursuant to this Agreement are enrolled or plan to be enrolled in both Participating

Institutions for the purposes of this Agreement, and each of the Participating Institutions shall therefore provide to the other Institution such student information as is necessary for the purposes of the student's enrollment in the other Institution pursuant to 34 CFR §99.31(a)(2). The Participating Institutions acknowledge that any disclosure of student information is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 CFR Part 99.

Thirteen: Notice

This document is published on the Transparency Portal of the URV in accordance with article 8 of Law 19/2014, of 29 December, regarding transparency, access to public information and good government.

As proof of conformity, we sign this agreement,

Tarragona, April 3, 2020

The Rector of the
Universitat Rovira i Virgili



Liesl Folks, Ph.D., MBA
Senior Vice President for Academic
Affairs and Provost University of Arizona