

SPECIFIC MOBILITY AGREEMENT BETWEEN THE UNIVERSITAT ROVIRA I VIRGILI AND THE NATIONAL SCHOOL OF ARCHITECTURE OF FÈS - MOROCCO

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, Mr Kamal Saadi, Director of the National School of Architecture of Fès (hereafter, ENAF), by virtue of their appointment through Decree 2.19.108 of the 31st January 2019. ENAF is based at Parc Fès-Shore, Sidi-Hrazem road, post code 30000 Fès, Morocco.

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

1. For one academic year, each institution agrees to accept a specific number of members from the other institution for a specific number of months. The terms of this agreement are specified in the annex that is attached to this agreement.
2. 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.
3. 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.

4. 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.
5. 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.

Two: Student mobility

1. For one academic year, each institution agrees to accept up to a specific number of students from the other institution for up to a specific number of months. The terms of this agreement are specified in the annex that is attached to this agreement.
2. Both institutions agree to try to ensure that there is equal mobility of students from each institution to the other.
3. 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.
4. 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.
5. 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 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 is currently involved. If necessary, additional agreements can be established regarding other aspects of the recognition of courses.
7. Courses carried out by students from ENAF within the framework of this agreement will be recognized in accordance with the regulations that govern higher education in Morocco, and the requirements for the architecture degree of the National Schools of Architecture in Morocco. If necessary, additional agreements can be established regarding other aspects of the recognition of courses.
8. 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.

9. 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.
10. Both institutions will provide as much assistance as is possible to help the visiting students to integrate.
11. 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.

Three: 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.

Four. 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.

Five: 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.

Six: 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.

Seven: 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.

The representatives of both institutions sign this agreement


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2021.09.13 16:01:50
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The Rector of the
Universitat Rovira i Virgili

The Director of the
National School of Architecture of Fès

Annex

Teaching and research staff mobility

From:	To:	Number per academic year
ENAF	URV	2
URV	ENAF	2

Administrative and technical staff mobility

From:	To:	Number per academic year
ENAF	URV	2
URV	ENAF	2

Student mobility

Course		From:	To:	Number	Months**
ENAF	URV				
Level: Bachelor's degree					
Degree in Architecture	Degree in Architecture	ENAF	URV	2	2*12=24
		URV	ENAF	2	2*12=24

* add rows to table as necessary.

** (YY=number of months)*(XX=number of students)= (ZZ=Total months)

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