

**Agreement for University of Arizona Study Abroad Site at
Universitat Rovira I Virgili**

PREAMBLE

This Study Abroad Agreement ("Agreement") is entered into on June 1, 2019 ("Effective Date") by and between:

1. **Arizona Board of Regents on behalf of the University of Arizona** ("UA"), a public institution of higher education located in Tucson, Arizona, USA; and
2. **Universitat Rovira I Virgili** ("URV"), a public institution of higher education, located in Tarragona, Spain.

UA and URV each is a "Party" or "Institution"; collectively, they are the "Parties" or "Institutions."

RECITALS

WHEREAS, the Institutions jointly recognize that academic relationships across sovereign borders are essential to mutual understanding of cultures and the advancement of global student education and scholarship; and

WHEREAS, the Parties wish to enter into an agreement to expand academic collaboration between the Institutions, and in particular, to afford opportunities for University of Arizona students to study at the URV:

NOW THEREFORE, in consideration of the mutual understandings, covenants, and undertakings set forth in this Agreement, and for good and valuable consideration, both Parties agree to the following terms.

1. Purpose of Study Abroad Agreement and Definitions

- (a) The purpose of this Agreement is to establish the foundational rights, responsibilities, and terms upon which UA and URV will cooperate to manage and administer Study Abroad Programs (hereinafter "Programs" or "Program") offered at URV's campus location in Tarragona, Spain.
- (b) An additional purpose of this collaboration is to assist University of Arizona in gaining global recognition as a leader in global academic learning. Specifically, the Institutions contemplate delivery of URV education programs and University of Arizona education

programs to university level students while studying abroad, with University of Arizona relying on the expertise of URV on a non-exclusive basis.

- (c) **Study Abroad Students.** The phrases “University of Arizona study abroad students” and “UA study-abroad students” include UA enrolled, degree-seeking students, as well as non-UA students who will be participating in this study abroad program.

2. Responsibilities

(a) Joint Instruction

- i. Students will enroll in a mix of UA courses and URV courses offered onsite at URV. The parties will agree upon courses to be offered to Program students in a separate Course Plan to be agreed upon by the parties in writing at least 5 months prior to the academic semester.
- ii. Each Party will have responsibility for the design, development, and delivery of Program curricula taught by its faculty, including Program course content, materials, syllabi, objectives, and pedagogical approaches.
- iii. In general, UA courses will be co-taught by URV faculty on-site at URV, and UA faculty who will not be physically present at URV. However, where UA faculty or staff visit URV temporarily to participate in the Study Abroad Program and instructional activity, URV will make available to such UA visitors adequate classrooms, working space, telecommunications services, internet access, at no charge to UA or UA faculty.
- iv. UA and URV will cooperate to lawfully structure any UA faculty or staff presence at URV (e.g., potential assignment of UA faculty or staff to URV). URV will provide documentation and assistance to UA to facilitate visas or obtain lawful immigration status for UA faculty or staff in the Host Country, as necessary.
- v. Each Party commits to staff Program courses with faculty who are qualified to teach or co-teach their assigned courses, and each Party will submit to the other the credentials of Study Abroad Program faculty upon request. UA will collaborate with URV faculty to teach UA courses, and such faculty agree to abide by UA academic policies and oversight in teaching these courses. Each Party will be responsible for the compensation of its own instructors and staff, including faculty and administrators who teach and manage the Study Abroad Program. UA and URV will work together to resolve any issues regarding individual faculty members assigned to teach UA courses.”
- vi. Nothing under this Agreement implies or extends UA employment status to URV faculty or vice-versa.

- (b) **Evaluation and Documentation.** The Parties intend that Program students who successfully complete UA coursework and URV coursework offered as part of the

Program will receive academic credit at the UA for that coursework, either as direct UA credit or transfer credit. Each Institution will provide the other with information sufficient to enable evaluation of courses for academic credit, including but not limited to: (i) course content and academic information; (ii) course descriptions, objectives, syllabi, and other curriculum material; and (iii) course instructional personnel and their credentials. Each Party will retain its final discretion over (i) how to evaluate Program student progress and performance for its portion of the Program, and (ii) whether and how to award credit or record transfer credit for a Program student. Each Institution will document the performance of the Program student and prepare and provide the other with an official academic transcript to record performance. In all cases, the Institutions will provide accurate and current information to Program students on evaluation criteria and credit requirements.

- (c) **Academic Facilities.** URV will be responsible for providing and maintaining, technologically-enabled instructional facilities, and ancillary facilities as necessary to accommodate the Program. URV will establish, operate, and maintain suitable co-curricular services, including meeting and conference rooms, dining and catering, library facilities, public safety, human resources, , information technology, and network infrastructure systems.
- (d) **Housing.** URV shall assist students and UA faculty with on-campus and/or off-campus housing options at no charge to the UA for this service. UA students and faculty shall be responsible for their own housing expenses.
- (e) **University of Arizona Responsibilities.** The UA shall be responsible for marketing and recruitment for the program, compensation of UA faculty members accompanying the program students (if applicable), enrolling applicants into program, and billing and collection of all student program fees.
- (f) **UA-Branded Signage.** Upon UA's request, and where consistent with applicable law, URV will make available to UA a mutually agreeable location at URV's main campus where UA may affix UA signage. At no cost to UA, URV will provide all real property management services relative to such location, including but not limited to maintenance, insurance, security, cleaning services, and other related services as customarily provided to URV's facilities. URV will not require UA to pay any rental costs or other costs for use of space at the URV's campus.

3. Financial Arrangements

- (a) **Responsibility for Costs.** Unless otherwise stated in this Agreement, each Institution will bear its own out-of-pocket costs associated with preparation, negotiation, and operation of this Agreement, including but not limited to (i) travel costs and any

statutory or filing fees related to this Agreement and the Program, and (ii) Program marketing, recruitment, and operational activity such as compensation of its instructors and staff.

- (b) **Payments.** The UA shall pay URV a fee of 70 Euros per one ECTS credit for all Program students. The fee is inclusive of all tuition and related fees.
- (c) **Host Country Taxes.** URV will be responsible for any and all Host Country taxes and local surcharges due on any payments to URV.
- (d) **Invoicing.** URV shall provide UA with an invoice on letterhead including full contact information, payment instructions and clearly noting URV is invoicing the UA. This invoice, together with a final roster of students participating in the program, shall be submitted no later than one month prior to the date such payment is due. The invoice must separate expenses within the following categories with the amount indicated in preferred currency on a per student basis:
 - i. Fees
 - ii. Housing

- (e) **Method of Payment.** All payments by the UA to the URV hereunder shall be made by check or wire transfer made payable to URV as instructed on the invoice.
- (f) **Refund.** Students shall be allowed to withdraw and receive a refund of any fees paid to the URV up to the “withdraw date” at the UA for the semester or term at issue. The withdraw date is the last day at the UA where a student may receive a refund for a complete withdrawal or any drop in units.
- (g) **Other Fees.** The UA will pay to URV the per-student fee as set forth in this Agreement as payment in full for the services to be provided under this agreement. The Cost of Services shall be inclusive of all URV’s associated costs. URV and its affiliates are not entitled to charge students any additional fees or tuition to provide the services identified in this Agreement. URV may provide for optional activities, outside this Agreement, and contract directly with the students for these activities.

4. Student Code of Conduct

Subject to compliance with applicable data protection and privacy law, URV agrees to monitor student progress and report immediately to University of Arizona any infractions or violations of URV’s policies, rules or regulations governing student conduct, or any other inappropriate conduct on the part of University of Arizona study abroad students. In addition and independently, URV may take disciplinary action with regard to students who infringe upon URV’s policies, rules or regulations governing student conduct and shall report such discipline immediately to the University of Arizona.

5. Reporting of Grades

At the close of each semester, URV shall report final grades to the University of Arizona.

6. Insurance

(a) URV and its subcontractors shall procure and maintain until all of their obligations have been discharged, insurance of types and coverage limits appropriate to the services provided and business practice in URV's home country. Insurance obtained by URV shall respond to cover claims for injury to persons or damage to property which may arise from or in connection with the performance of study abroad programs by URV, its agents, representatives, employees or subcontractors to the extent permissible under the laws applicable to URV (attach insurance certificates, if any).

(b) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this agreement. The University of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect URV from liabilities that may arise out of the performance of the study abroad services by URV, its agents, representatives, employees or subcontractors, and URV is free to purchase additional insurance.

7. Approvals and Accreditation

(a) **Approvals.** Program initiation and continuation is subject to all required approvals, authorizations, accreditations, consents, licenses, permits, or certificates from relevant regulatory and accrediting bodies as necessary to proceed with the Program, which the Parties will use reasonable efforts to obtain in a timely manner and maintain for the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, neither Party will proceed with Program marketing, recruitment, or implementation until each Party obtains any and all necessary approvals from relevant regulatory and accrediting bodies, including UA approval from the Higher Learning Commission (HLC). URV will manage the process to obtain all requisite Host Country-based education and accreditation licenses and approvals for the Program to operate lawfully, and UA will manage the process to obtain all requisite U.S.-based approvals for the Program to operate lawfully. As necessary, the Parties will cooperate to obtain such approvals, and each Party will make available to the other all Program-related filings made with regulatory and accrediting bodies, and copies of all Program-related approvals or Program-related documentation that government oversight bodies or accreditors issue.

(b) **Accreditation.** Nothing in this Agreement will imply or extend UA's institutional or programmatic accreditation to URV, including accreditation by the Higher Learning Commission (HLC).

(c) **Quality Control.** Each Institution will maintain its academic standards. Each Party will also appropriately monitor all academic aspects of the Program through reasonable mechanisms necessary to protect the academic quality and integrity of the Program.

All Program records, Program courses and their respective sites will be available for evaluation and inspection by each Party, and each Party's accrediting bodies and government oversight agencies.

8. Intellectual Property

- (a) **Background IP.** Each Party retains all rights, title, and interest in its intellectual property created or developed before the effective date of this Agreement, or thereafter independently of this Agreement ("Background IP"); provided, however, that each Party, in its sole discretion, may grant to the other Party written permission to use Background IP solely in connection with, and only to the extent necessary for, the Program.
- (b) **Foreground IP.** Ownership of intellectual property (including but not limited to marketing and promotional material, curriculum, publications, course descriptions, examinations, pedagogical methods, and all items contained therein) that is created or developed in connection with this Agreement ("Foreground IP") will vest as follows: (i) UA will own Foreground IP that UA creates or develops; (ii) URV will own Foreground IP that URV creates or develops; and (iii) the Parties will jointly own Foreground IP created or developed through substantial creative contributions of both Parties. With respect to Foreground IP that is not jointly owned by the Parties, each Party, in its sole discretion, hereby grants to the other Party written permission to use Foreground IP solely in connection with, and only to the extent necessary for, the Program.
- (c) **UA Name and Marks.** UA will retain all right, ownership, domain, title, and interest in and to the UA name, trade names, trademarks, service marks, logos, symbols, and trade dress (collectively "UA Trademarks"), including any and all design versions thereof and any and all goodwill connected therewith. URV will use UA Trademarks only in a manner that UA approves, and UA may withdraw its prior approval for any use of the UA Trademarks. URV agrees that it will not (i) during the term of the Agreement or thereafter, attach UA's title to UA Trademarks, and (ii) unless UA otherwise approves, attempt to use, register, or otherwise acquire any marks, names, or domain names that are the same or similar to the UA Trademarks.

9. Publicity and Confidentiality

- (a) **Publicity.** Except as otherwise permitted by Section 4 (Marketing and Recruitment), neither Party will release any publicity or public relations materials regarding this Agreement without the other Party's prior written consent, and neither Party will use the name, logo, insignia or trademarks of the other Party or any of the other Party's trustees, officers, students, employees, or agents in any press release, fund-raising,

website or product advertising, or for any other public or promotional purpose, without first obtaining the written consent of the other Party.

- (b) **Confidential Information.** This Agreement will be carried out, to the maximum extent possible, without disclosure of either Party's confidential or proprietary information to the other Party or to third parties. Each Party will clearly mark as "Confidential" any confidential or proprietary information disclosed to the other Party or to third parties or will confirm in writing that such information is confidential. As necessary, the Institutions will exchange information regarding prospective and active students in the Program; this information is strictly confidential, and both Parties will use such information only for the purpose of operating the Program, consistent with Section 10(b) (Privacy and Student Records).
- (c) **Confidentiality Exceptions.** The Parties understand that UA is subject to Arizona open records law, and accordingly this Agreement and related information and records may be publicly disclosed in accordance with applicable law. URV acknowledges that, in accordance with the U.S. Higher Education Act (foreign gift and contract reporting requirements), UA may be required to publicly disclose certain information, including the amount of funds that it receives from URV, and such information will not be considered Confidential Information for purposes of this Agreement.

10. Liability and Indemnification. To the extent permitted by applicable law:

- (a) **Liability.** NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, OTHER THAN FOR ITS FRAUD, NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF OBLIGATIONS STATED IN THIS AGREEMENT.
- (b) **Liability Limitations.** NOTWITHSTANDING THE FOREGOING SENTENCE, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY.
- (c) **Indemnification.** Neither Party to this Agreement agrees to indemnify the other Party or to defend or hold harmless the other Party from liability hereunder. Each Party will be responsible for its own negligent acts or omissions. For purposes of this paragraph only, the term "Party" includes the named party, their directors, officers, employees and agents.

11. **Compliance with Law.** Each Institution will comply with all applicable law in the performance of this Agreement, including applicable law of the jurisdictions in which the Program operates, where applicable. The Parties agree to take no action, or omit to take action, that would cause the other Institution to be in violation of applicable accreditation standards or policies or cause either Institution to be in violation of applicable law, including but not limited as follows:

- (a) **Anti-bribery.** Each Party agrees that, in connection with this Agreement, it (including, if and as applicable, its members, trustees, directors, officers, and employees) will adhere to and comply with all applicable US and non-US anti-bribery law. Neither Party will directly or indirectly offer, give, promise to give or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of his or her lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.
- (b) **Privacy and Student Records.** In performance of this Agreement, URV will collect, disclose, use, maintain and otherwise process academic records, student records, and all personal information (“Data”) in accordance with all applicable law (Real Decreto Ley 5/2018, de 27 de julio y Reglamento UE 2016/679 del Parlamento Europeo y del Consejo) and accreditation standards and policies, including, without limitation, UA policy and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. pt. 99 (collectively, “FERPA”). Each Party disclosing any Data to the other Party will be responsible for providing any notices, obtaining any consents or authorizations, or taking any other steps required under applicable law to permit the disclosure of such Data to the other Party. The Parties will implement and maintain appropriate administrative, physical, and technical safeguards to protect the privacy, security and confidentiality of any Data, and each Institution will protect such Data against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access.
- (c) **Nondiscrimination.** UA is bound by applicable U.S. and state law and regulations, as well as internal UA policy, governing equal employment opportunity and nondiscrimination. The Parties will treat all prospective and current students, faculty, and staff involved in the Program with dignity and civility, and not engage in harassment or discrimination in violation of applicable law or accreditation standards or policies against any individual on the basis of race, sex, religion, color, national or ethnic origin, age, disability, military service, genetic information, sexual orientation, gender identity, or gender expression, in administration of the Program, admissions policies, financial aid, or employment. URV will cooperate with UA to accommodate Program student disabilities or special needs to the best of their abilities and in accordance with applicable law and accreditation standards and policies.

- (d) **Conflict of Interest.** This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511 regarding Conflict of Interest, which in substance prohibits a UA employee involved in the negotiation of this agreement to be subsequently employed by URV for a period of three years after exaction of this Agreement.
- (e) **Non-Appropriation.** The Parties recognize that in general UA's performance may be dependent upon the appropriation of funds by the State Legislature of Arizona. To the extent that performance of this Agreement is dependent upon appropriation of funds by the State Legislature of Arizona, UA may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The UA agrees to notify URV as soon as reasonably possible after the unavailability of funds becomes known to UA.
- (f) **Trade Control Law.** The Parties will comply with all applicable export control, economic sanctions and import/customs laws and regulations in the performance of this Agreement.

12. Representations and Warranties

- (a) **General Representation and Warranties.** Each Institution represents and warrants that, for the term of this Agreement (i) it is duly authorized to operate and in good standing under applicable law; (ii) it has complied and will continue to comply with all applicable federal, state, and local law, including but not limited to that of all jurisdictions relevant to the Program, regarding all training, licenses, business permits, certifications, and clearances that may be required to carry out the Program safely and lawfully; (iii) all statements and materials regarding its qualifications to perform the work contemplated under this Agreement are true and correct and are not misleading or incomplete for any reason including by reason of omission; (iv) it has developed the professional expertise needed to operate the Program, will use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of the Program, and that performance will reflect best professional knowledge, skill, and judgment; (v) it does not have any past, present, or planned interest, financial or otherwise, that might interfere with its independent judgment or impair its objectivity in its performance of the Program; and (vi) it does not appear on any government's list of debarred, suspended, or excluded parties and is not an organization affiliated with terrorism, or a restricted or sanctioned party under any government-administered programs.
- (b) **Title IV Programs.** URV will not administer any aspect of UA's participation in any Title IV or other federal student financial aid program; only UA will administer federal student financial aid for UA students who qualify for it.

13. Other Terms

(a) **Notifications.** Subject to compliance with applicable data protection and privacy law, each Party will use reasonable efforts to notify the other Party immediately upon any of the following occurrences:

- i. Reasonable concern for the health, safety, or well-being of a Program student;
- ii. Unexplained disappearance or absence of a Program student from class or Program activity for more than one week;
- iii. Significant concerns or material complaints that Program students raise about the Program;
- iv. Any Program student action or omission (including poor performance, noncompliance with policies or procedures, and academic or other misconduct) that may justify disciplinary action or dismissal of the Program student;
- v. A Program student's involvement in any disciplinary proceeding or any legal proceeding or law enforcement matter;
- vi. Any other problems, concerns, delays, or adverse conditions (including physical, cultural, legal, regulatory, or social conditions) that will or may materially affect Program students or the Program's objectives or time schedules;
- vii. Any adverse publicity related to this Agreement or the Program;
- viii. Suspension or debarment (e.g., a declaration of ineligibility to contract with any government), arrest by law enforcement officials, or other such matters raised against either Party or its employees, agents, or subcontractors engaged in Program activity; and
- ix. Denial, expiration, or revocation of any corporate, educational, or regulatory license or approval necessary for lawful operation of the Institution or the Program.

(b) **Modification.** Any modification to, or amendment of, this Agreement will be made only in writing, in English, and signed by authorized representatives of both Parties.

(c) **Duration and Termination.** This Agreement will take effect on the Effective Date and remain in force for four years with the possibility of renewal for another four years, provided, however, that:

- i. Either Party may terminate this Agreement immediately by providing written notice to the other Party if:
 - a. The other Party fails to perform in material respect any of its covenants or agreements contained in this Agreement and does not remedy such failure within 30 days after receiving written notice from the terminating Party of the breach or alleged breach, which written notice will state that unless the other Party cures such breach, the terminating Party intends to terminate

this Agreement as of the end of such cure period; provided, however, that the terminating Party may extend the 30-day period specified in this Section by written notice to the other Party;

- b. A court or other governmental authority or accreditor having jurisdiction over either Party issues a final and non-appealable order, decree, or ruling permanently restraining, enjoining, or otherwise prohibiting the activities contemplated by this Agreement;
- c. A Party files any petition or takes any other action or legal procedure in relation to the commencement of proceedings of bankruptcy under applicable law or takes any other procedure or step providing for the relief of debtors, composition of creditors, arrangement, reorganization, receivership, liquidation or similar event or under any applicable law relating to bankruptcy, insolvency, or reorganization;
- d. The other party undergoes a change in control, defined as any of the following transactions involving the other Party: (i) a merger, (ii) a consolidation, (iii) a transfer of all or substantially all of the assets of the Party in one or more transactions during a 12-month period, (iv) a division of a Party into two or more institutions, (v) a change of legal status as a nonprofit, public, or for-profit institution; and (vi) the entry into a joint venture or other contractual arrangement pursuant to which another person or entity obtains rights to control the management or policies of the other Party;
- e. The other Party ceases to be authorized to operate under the law of its jurisdiction;
- f. The terminating Party believes in good faith that continued participation in the Program will put the health, safety or security of its students or personnel at risk; or
- g. The terminating Party believes in good faith based on demonstrable concerns, and in prior consultation with the other Party, that continuation of the Program as contemplated in this Agreement will cause the terminating Party to be in violation of applicable law, regulation, or accreditation standards, policies, or procedures.

- (d) **Force Majeure.** Neither Party will have any liability to the other for any failure to perform any obligations under this Agreement, if such failure is due to, or in any manner caused by, (i) the laws, regulations, acts, demands, orders or interpositions of any government or any subdivision or agent thereof; (ii) fire, flood, weather, war, rebellion, or insurrection; or (iii) any other act, event, cause, or occurrence that was not avoidable and not within the reasonable control of a Party. In all cases force majeure excludes any act, event, cause, or occurrence caused by a Party's own financial condition or negligence.

- (e) **Records.** The Parties will make and keep books, records (including customary records of academic credit), and accounts that, in reasonable detail, accurately and fairly reflect financial and academic operations under this Agreement. The Parties will retain all records relating to this Agreement for at least five years after termination or expiration of this Agreement or such longer time period as is required under applicable law.
- (f) **Severability.** Should an adjudicative body with jurisdiction over the Parties determine that any term or condition of this Agreement is unlawful, the remaining terms and conditions of this Agreement will continue to remain in force and effect and will be interpreted so as best to effectuate the original intention of the Parties.
- (g) **Survival.** The Parties agree that certain obligations under this Agreement, which, by their nature, would continue beyond the termination or expiration of this Agreement, will survive termination or expiration of this Agreement. Such obligations include, by way of illustration only and not limitation, those obligations pertaining to intellectual property, confidentiality, privacy, liability and indemnification, Phase-Out Plan, records, and dispute resolution.
- (h) **Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the express prior written consent of the other Party, and neither Party will subcontract or delegate its obligations under this Agreement to a third party without the express prior written consent of the other Party.
- (i) **Independent Contractors.** This Agreement creates a contractual relationship only. The Parties are independent contractors to each other for purposes of this Agreement. Nothing in this Agreement constitutes a partnership, joint venture, or association between the Parties or establishes a relationship of principal and agent, employer and employee, or master and servant between the Parties. Neither Party will act or purport or attempt to act to represent the other as its agent or in any manner assume or create any obligation or debt on the other's behalf or in the other's name.
- (j) **No Third Party Beneficiary.** This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- (k) **Governing Law.** As to activities taking place in Spain, this Agreement shall be governed and interpreted by the laws of Spain. As to activities taking place in Arizona, this Agreement shall be governed and interpreted by relevant federal law, Arizona state law, and applicable governmental regulations. It is understood that URV is bound by Host Country law and shall fully comply with Host Country law. Nothing under this Agreement precludes URV from complying with all applicable law, regulations, and policies of Host Country. The Parties will cooperate to the extent possible to meet their compliance obligations under applicable law. If the terms of this Agreement are found

to violate any applicable law, the Parties will renegotiate this Agreement and execute a renegotiated Agreement.

- (l) **Dispute Resolution.** The Parties will use their best efforts to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or the termination of this Agreement. If the representatives of the Parties cannot settle any such dispute amicably through ordinary negotiations, either Party may give the other Party notice that it wishes to refer such dispute to the highest executive officer of each Party. In that event, such individuals or their appointed designees will, during a 60-day period following the date of such notice, attempt to resolve such dispute. If such dispute then remains unresolved, the dispute will be finally and conclusively settled by arbitration administered by The London Court of International Arbitration (LCIA) in accordance with its applicable Arbitration Rules. The number of arbitrators will be one, unless the Parties agree otherwise. The language of the arbitration proceedings shall be English. The seat of arbitration shall be London. Notwithstanding the seat of arbitration, hearings and meetings may be conducted at any other location the arbitrator deems appropriate. The Parties undertake to maintain confidentiality as to the existence of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings, and this obligation shall survive the termination of the arbitral proceedings. The Parties shall, during the course of such arbitration, share the costs of such arbitration as assessed by the arbitrator. A final award issued by the arbitrator may allocate between the Parties as the arbitrator deems appropriate the costs of the arbitration proceedings, including administration fees, fees of the arbitrator, and the Parties' attorneys' fees and expenses. The arbitrator will be empowered to award specific performance, injunctive relief, and other equitable remedies as well as damages, but will not be empowered to award punitive or exemplary damages. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute resolution procedure. The final arbitration award will be binding on the Parties and enforceable in accordance with the New York Convention on the Recognition and Enforcement of Arbitral Awards. To the extent that a Party may claim for itself or its assets immunity from suit, execution, attachment, or other legal process in any jurisdiction, such Party hereby irrevocably and fully waives such immunity for purposes of arbitration and the arbitration award.
- (m) **Notices and Communications.** Any notices, reports, authorizations, or approvals concerning this Agreement will be in writing. Unless otherwise provided, all notices will be sufficient when delivered in person, or sent by facsimile, electronic mail, registered mail, or courier, to the authorized representative of the Party or to a person designated by the authorized representative. The authorized representative of each Party is

For UA:

Brent White

Dean, Global Campuses and
International Education, Vice
Provost for Global Affairs, Professor
of Law, James E. Rogers College of
Law

For URV:


Dr. John Style

Vice-Rector for Internationalization

- (n) **Language of Communication.** The language of all communications in connection with this Agreement will be English. In the event that the Parties prepare or sign a translation of this Agreement, the English language version will govern in the event of a conflict between the English language version and the translation.
- (o) **Entire Agreement.** This Agreement, together with any other applicable addenda, supersedes all prior agreements, understandings, customs and practices between the Parties regarding the operation of the Program. This Agreement may be signed in counterparts, which together will constitute one agreement. If this Agreement is signed in counterparts, no signatory to this Agreement will be bound until both Parties have duly executed, or caused to be duly executed, a counterpart of this Agreement. Each Party may rely on facsimile or electronically transmitted signature pages as if such facsimile or electronically transmitted pages were originals.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the last date entered below.

For The University of Arizona:


Jeffrey B. Goldberg
Interim Senior Vice President for
Academic Affairs and Provost

6/14/19
Date

For Universitat Rovira I Virgili:


Dr. Maria José Figueras Salvat
Rector

7/9/19
Date