

ACADEMIC COOPERATION AGREEMENT
BETWEEN
THE BOARD OF REGENTS OF
THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
THE GEORGIA INSTITUTE OF TECHNOLOGY
(USA)
GEORGIA TECH LORRAINE
(FRANCE)
AND
UNIVERSITAT POLITECNICA DE VALENCIA
(SPAIN)

THIS ACADEMIC COOPERATION AGREEMENT (“Agreement”) is effective as of **September 1, 2022** (“Effective Date”) by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology**, a nonprofit educational institution organized and existing under the laws of the State of Georgia and having its principal offices at 225 North Avenue, Atlanta, Georgia 30332 (“**Georgia Tech**”), **Georgia Tech Lorraine**, a cooperative organization of Georgia Institute of Technology registered under the laws of France as a non-profit association located at 2 rue Marconi, Metz, France (“**GT Lorraine**”), and **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, D. José Esteban Capilla Romá, who was appointed to office by the Valencian Regional Government Order 74/2021, of 28 th 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 25th November.

Georgia Tech, GT Lorraine, and UPV are sometimes hereinafter individually referred to as “Party” or “Institution” and collectively referred to as “Parties” or “Institutions.” Georgia Tech and UPV may also be individually referred to as “Home Institution” or “Host Institution” depending on where an exchange student is currently enrolled as a degree-seeking student or a faculty member is employed.

WHEREAS, Georgia Tech, a top-ranked public educational institution and one of the leading U.S. research universities, provides technologically-focused education to students in a variety of disciplines and desires to advance its mission through effective and innovative teaching, education and research domestically and globally;

WHEREAS, GT Lorraine, a non-profit cooperative, affiliated organization of Georgia Tech, was established in Metz, France to support and conduct academic and research programs, activities and services at the Metz campus, including undergraduate, graduate and professional education as well as instructional, research and economic development activities;

WHEREAS, UPV, an educational institution located in Valencia, Spain, provides education to students in a variety of disciplines and desires to advance its mission through innovation, education and research efforts domestically and globally; and

WHEREAS, the Parties desire to engage in academic, research and/or economic development collaborations for the mutual benefit of all Parties, which may involve faculty and student exchange, undergraduate and graduate education and/or joint research.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ACADEMIC PROGRAM SUMMARY

The main objective of this Agreement is to enable UPV students to receive both the *Master Universitario en Ingeniería de Telecomunicación* from UPV and the Master of Science degree from Georgia Tech in Electrical & Computer Engineering (“ECE”).

Upon completion of the program described on clause 1.1 ii UPV students will receive both the Master of Science degree from Georgia Tech, and the *Master Universitario en Ingeniería de Telecomunicación* (MUIT for short).

Georgia Tech students, may also attend to courses at UPV for one or two semesters of study at UPV as exchange students under the framework of the bilateral student exchange agreement in place.

1.1. Graduate Level Education: *Master Universitario en Ingeniería de Telecomunicación* and Master of Science Georgia Tech

i. Admissions

Based upon the successful completion of its standard requirements and regulations, Georgia Tech shall admit at GT Lorraine, as regular graduate students, students who are enrolled at UPV and have completed their 1st year of the UPV curriculum for the *Master Universitario en Ingeniería de Telecomunicación* into the 2^o year of the Master of Science degree from Georgia Tech. The students are recommended by UPV, based on an internal selection process, for admission to the Graduate Program of the appropriate Academic Unit of Georgia Tech in ECE.

Students’ admissions are subject to the successful completion of the regular policies and procedures of Georgia Tech. Students are eligible to receive the *Master Universitario en Ingeniería de Telecomunicación* and the Master of Science degree from Georgia Tech, under the appropriate graduation criteria from each Institution.

ii. Program Structure

A student from UPV pursuing the Master of Science degree from Georgia Tech will follow the schedule below:

- 1st year: Completion of the 1st year of the *Master Universitario en Ingeniería de Telecomunicación* at UPV.

- 2nd year
 - Fall semester: Start of the Master of Science program at GT Lorraine campus on a full-time basis
 - Spring – Summer (January – July): Internship for *Master Universitario en Ingeniería de Telecomunicación* or Master of Science at UPV or opt in the Master with thesis
 - Fall semester (August – December): Completion of Master of Science program at Georgia Tech Atlanta campus on a full-time basis, with expected Georgia Tech graduation at the end of the semester (December commencement).

iii. Transfer of Credits

Students are allowed to transfer credits taken at UPV toward the degree requirements of the Master of Science program if approved by and in accordance with the corresponding Georgia Tech Academic Unit rules, which are subject to rules of the Board of Regents of the University System of Georgia (“BOR”).

iv. Tuition and Fees

Each student participating in the program is subject to the tuition and fees published annually online by Georgia Tech (typically no later than May) for the following academic year at www.bursar.gatech.edu. In particular, each student participating in the program will pay the tuition and fees published online at <https://lorraine.gatech.edu/graduate/go/costs>.

Students may receive funds subject to each Intuition’s applicable rules and regulations regarding student financial aid and funding.

1.2. Graduate Level Education: Non-degree seeking at UPV and Master of Science from Georgia Tech

UPV will allow Georgia Tech graduate students to attend courses on a campus of UPV over a Fall (Aug – Dec) or Spring (Jan – Apr) semester.

i. Transfer of Credits

Students are allowed to transfer credits taken at UPV toward the degree requirements of the Bachelor of Science or Master of Science program in accordance with the corresponding Georgia Tech Academic Unit rules, which are subject to the requirements of the BOR.

ii. Tuition and Fees

Students participating in this program will be accepted as exchange students under the framework of the bilateral student exchange agreement and will be exempt from paying tuition fees while studying on a UPV campus.

1.3. Miscellaneous

Students will be advised and provided assistance and guidance through the appropriate Administrative Offices of Georgia Tech, GT Lorraine, and UPV regarding their application. Students will also be provided necessary information and documents regarding immigration, insurance, and housing. Students will be responsible for providing all information requested for immigration purposes and for completing and submitting required forms by the appropriate deadlines.

Students are also responsible for their own transportation, housing, meals, and all other expenses associated with participation in this program. Official documentation showing sufficient funds to complete study outside of the home country may be required by immigration authorities.

Each Institution will notify its students participating in the programs hereunder of the requirements to purchase personal insurance (i.e., health, evacuation, repatriation) for the period of their travel and their stay at the Host Institution. The Parties are not responsible for any insurance coverage of hosted students.

Each degree-granting Institution will issue its applicable degree to students when the established learning curriculum is successfully completed, which will include students conducting periods of learning at the Host Institution.

5. FACULTY AND RESEARCHERS EXCHANGE

The exchange of faculty members and researchers is an important element and will broaden the collaborations contemplated herein by the Parties. Periodically, UPV faculty members may be invited to teach and/or participate in specific research programs at Georgia Tech or GT Lorraine when practical and in the interest of all Parties. Likewise, Georgia Tech faculty members may be periodically invited on a regular basis to teach and/or participate in specific research programs at UPV when practical and in the interest of all Parties.

These exchanges shall be subject to policies and regulations regarding leave, short-time assignments, and sabbatical of each Institution and applicable immigration laws. The administrative and financial framework of such faculty and researcher exchanges shall be determined on a case-by-case basis in a separate written agreement.

3. RESEARCH

Research projects between the Parties may also be explored by appropriate faculty members with the approval of the Parties according to the established procedures at each Institution. Specific arrangements will be agreed upon for each activity under appropriate separate written agreements. Each agreement shall detail the terms and conditions applicable to each activity and include provisions, as applicable, pertaining to the financial terms of the concerned research collaboration, intellectual property ownership and use, technology transfer, export control, etc. The Parties understand and agree that Georgia Tech Research Corporation (“GTRC”) is a cooperative organization of Georgia Tech and may be the contractual party which enters into such agreements involving support of research at Georgia Tech.

4. INTELLECTUAL PROPERTY

No license, ownership or right in or to any intellectual property is granted hereunder to any party. In the event research collaborations result in intellectual property, the Parties shall discuss in good faith and agree in separate written agreement(s) regarding the disposition and treatment of such intellectual property and/or technology transfer (if applicable) in accordance with applicable intellectual property laws, regulations, laws and policies and/or governing documents. GTRC is the owner and administrator of intellectual property developed by Georgia Tech. The Parties understand and agree that GTRC shall negotiate and enter into any agreements involving intellectual property developed by Georgia Tech.

5. USE OF NAMES, TRADEMARKS AND LIKENESSES

The Parties may not use the name or trademark of any other Party in any form of advertising or publicity without the express written permission of that other Party. Each Party must seek permission from a Party for use of their name or trademark by submitting the proposed use for review and request for permission well in advance of any deadline.

Notwithstanding anything herein, the Parties shall not state or imply support, endorsement or sponsorship of any Party in any materials or in connection with any of its activities, including, but not limited to, advertising, promotions, or marketing.

As applicable, the Parties shall be responsible for obtaining any necessary publicity releases, likeness/image releases and intellectual property rights in connection with their activities hereunder.

6. EXPORT

The Parties agree to comply with applicable export control laws and regulations. Georgia Tech's performance hereunder is subject to applicable U.S. export control laws and regulations.

7. SACSCOC DISCLAIMER

Georgia Tech is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") to award bachelor's, master's and doctoral degrees. UPV is not accredited by SACSCOC and the accreditation of Georgia Tech does not extend to or include UPV or its students. Further, although Georgia Tech agrees to accept certain course work from UPV to be applied toward an award from Georgia Tech, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from Georgia Tech. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

8. ANTI-CORRUPTION COMPLIANCE

Each party represents, to the best of its knowledge and belief, that it has not made or offered and that it will not make or offer with respect to the matters which are subject of this Agreement, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), where such payment, gift, promise or advantage would violate any applicable anticorruption laws, including but not limited to, the US Foreign Corrupt Practices Act ("FCPA"). UPV may notify Georgia Tech of any such known applicable anticorruption laws and related basic requirements for compliance.

9. GENERAL DATA PROTECTION REGULATION

For purposes of this Agreement, the terms "controller", "international organization", "personal data", "personal data breach", "process(ing)", "recipients", and "third country" shall have the meanings given to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

Each party shall process personal data for the purposes set forth in this Agreement and in accordance with privacy and data protection laws, including the GDPR, to the extent applicable to the party's processing of personal data.

For purposes of this Agreement, each party is considered a separate controller acting independently regarding its personal data processing.

To the extent applicable to it, each party shall comply with the GDPR's rules regarding the transfer of personal data to recipients in third countries or international organizations, which may include entering into pertinent separate agreements as appropriate.

To the extent a party ("Disclosing Party") discloses personal data to another party ("Receiving Party"), and GDPR applies to the Receiving Party in relation to the processing activity in question, the Receiving Party shall notify the Disclosing Party in the case of a personal data breach relating to the personal data disclosed if the personal data breach is likely to result in a risk to the rights and freedoms of natural persons. The Receiving Party shall make any such notification

to the Disclosing Party without undue delay, or within five (5) business days of knowledge of the personal data breach.

10. PRIVACY OF STUDENTS' EDUCATION RECORDS

Each Party shall maintain the privacy and confidentiality of students' education records and shall only release such records in accordance with applicable privacy laws regarding student education records, including the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). UPV may notify Georgia Tech of any such known applicable privacy laws and related basic requirements for compliance

11. TERM, TERMINATION AND AMENDMENT

This Agreement shall remain in effect and continue for a period of **four (4) years** from the Effective Date.

Any Party may terminate this Agreement upon ninety (90) days written notice. In the event of termination, the Parties agree that participating students in good standing in any program hereunder shall be permitted to complete their academic studies and activities in accordance with the terms of this Agreement unless legally impermissible.

This Agreement may be revised or renewed upon mutual written agreement of the Parties.

12. ACADEMIC GOVERNING AUTHORITIES

This Agreement is subject to the applicable policies and procedures of Georgia Tech and BOR as well as the regulations and policies of the authorities governing UPV and the rules and regulations of the General Assembly of GT Lorraine.

13. DISPUTES

Georgia Tech, GT Lorraine, and UPV agree to attempt to settle amicably any dispute arising from or in connection with this Agreement. In the event that the disagreement cannot be resolved and prior to any formal legal action, Georgia Tech, GT Lorraine, and UPV agree to submit the dispute to non-binding mediation before a neutral mediator selected by mutual agreement of the Parties.

In the event of a disagreement, the English version of the Agreement is binding and shall control. There is no other signed original version of this Agreement.

14. SEVERABILITY AND ENTIRE AGREEMENT

Each provision of this Agreement is a separate and independent clause. If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement. This Agreement contains the entire understanding between the Parties concerning the subject matter hereof and supersedes any prior agreements, oral or written.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date above by duly authorized representatives of the Parties below.

<p>THE BOARD OF UNIVERSITY SYSTEM OF THE UNIVERSITY SYSTEM BY AND ON BEHALF OF GEORGIA INSTITUTE OF TECHNOLOGY</p> <p>DocuSigned by: <i>Bernard Kippelen</i> A4B6B8DF07E0416...</p> <p>Bernard Kippelen Vice Provost for International Initiatives</p>	<p>UNIVERSITAT POLITECNICA DE VALENCIA</p> <p>DocuSigned by: <i>Jose E. Capilla Roma</i> 6A9F32225BFC45D...</p> <p>José E. Capilla Romá Rector</p>
<p>GEORGIA TECH LORRAINE</p> <p>DocuSigned by: <i>Abdallah Ougazzaden</i> B04B7CC7940C4AF...</p> <p>Abdallah Ougazzaden Président</p>	

Reviewed by GT OGC Legal Affairs
as to Legal Form (English Text): NRF 3/24/22