

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF FOGGIA

AND

UNIVERSIDAD INTERNACIONAL DE LA RIOJA-UNIR

ACTING

On the one hand, Prof. Dr. José María Vázquez García-Peñuela, as Rector Magnificent of the **UNIVERSIDAD INTERNACIONAL DE LA RIOJA**, hereinafter **UNIR**, entity with address at Av. de la Paz, 137, 26006 Logroño, La Rioja, Spain and NIF A26430439, acting in its name and representation as the highest academic authority, according to appointment made by the Board of Directors (in accordance with the provisions of Art. 27 of the Rules of Operation and Organization of the University) and subsequently ratified by the Board of Trustees of the University, in session of June 3, 2009.

On the other hand, Prof. Dr. Lorenzo Lo Muzio as Rector Magnificent of the **UNIVERSITA' DI FOGGIA** with legal address at Foggia, via Gramsci n. 89/91, C.F. 94045260711, VAT N. 03016180717 acting in its name and representation as the highest academic authority,

Both parties mutually recognize their capacity to sign this agreement, and as such,

STATE

I.- UNIR is a university recognized by Law 3/2008, of October 13, by the Parliament of La Rioja. It is governed by the Organic Law 2/2023, of 22 March, on the University System, by the guidelines of the European Union and by the regulations issued by the Spanish State and the Autonomous Community of La Rioja. The Law came into force the day after its publication in the Official Gazette of La Rioja (BOR no. 134, October 15, 2008) and was published in the Official State Gazette (no. 261) on October 29, 2008. It is distinguished by its studies through the Internet and its operation is essentially based on information and communication technologies and performs the public service of higher education through research, teaching and knowledge transfer

II.- UNIVERSITA' DI FOGGIA is a university founded in 1999 under Law No. 508 of Nov. 3, 1999, which enshrined its autonomy as an independent university and Ministerial Decree Aug. 05, 1999 published in Official Gazette General Series No. 195 of Aug. 20, 1999. The Athenaeum constitutes one of the most active and prestigious academic institutions in southern Italy.

III.- That both parties express their willingness to collaborate in promoting the development of academic, scientific and cultural activities for the benefit of society as a whole.

THUS, both parties have decided to formalize this Collaboration Agreement, which will be subject to the following:

CLAUSES

1 - AIM OF THE AGREEMENT

The objective of this agreement is to establish a general framework for collaboration between **UNIR** and **UNIVERSITA' DI FOGGIA** in the fields of education, research, technology exchange, mobility, specialized technical consulting, shared experience, the spread of culture, and any other activity within the area of common interest between the parties and within their mutual agreement.

2- SPECIFIC AGREEMENTS

To foster cooperation in specific areas of interest, the parties will make specific agreements which determine the actions to be carried out, the terms for the execution of the program or project, data protection regulations, budgetary availability, the responsibilities assumed by each party, the duration and terms for renewal, causes for termination, as well as aspects related to intellectual and industrial property and any others necessary to carry out objective of the agreement.

The specific agreement or agreements will be included as annexes to this agreement.

The Universidad Internacional de La Rioja, Spain, and the University of Foggia, Italy, believing the extension and strengthening of scientific exchange and cooperation to be of mutual value to their institutions and to the development of understanding between our peoples, hereby record their intentions to promote academic and educational exchanges between their institutions through the following activities.

1- STAFF EXCHANGE

1-1 Exchange of Academic Staff

UNIVERSITA' DI FOGGIA and **UNIR** may enter into agreements providing for the exchange and interaction of staff for academic purposes mutually beneficial to both institutions. Where appropriate the host institution will provide faculty appointment, library and research facilities and other assistance. However, the host University assists with obtaining visa

1-2 Visiting Academic Staff

In addition to exchanges, **UNIVERSITA' DI FOGGIA** and **UNIR** may agree to provide for visiting academic staff. The terms and conditions for visiting academic staff will be determined by the units involved within the framework of institutional policy.

1-3 Visiting Research Fellows

UNIVERSITA' DI FOGGIA and **UNIR** may enter agreements providing that either institution may nominate one or more of its faculty to visit the other University for the purpose of advanced study or research. When this occurs the host institution will provides institutional courtesies, libraries and research facilities and an appropriate appointment. Visiting research fellows will not receive compensation from the host institution except by express agreement.

1-4 Exchange of Administrative Staff

For the purpose of encouraging the exchange of administrative experience and knowledge in fields of common interests, the institutions may select members of their technical-administrative staff to take part in the exchange program. Administrative Staff exchanging within this Agreement is limited to two staff months per year.

All participants are responsible for covering their expenses and making all necessary arrangements. However, the host University assists with obtaining visa.

Health and accident insurance coverage must be arranged by the staff member in his/her country of origin. Salaries shall be paid by the institution of origin.

The activities conducted during the exchange period shall be consistent with the professional activities of the staff member at his/her institution of origin, and shall generate a report, to be submitted to the host institution and to the institution of origin.

2- STUDENT EXCHANGES

In the interests of expanding educational opportunities and furthering of international understanding, **UNIR** and the **UNIVERSITA' DI FOGGIA** agree to facilitate the educational exchange of students.

1) Duration of Exchanges

Each institution agrees to exchange individual students for a semester or an academic year, ideally on a one-for-one basis.

2) Number of Students to be Exchanged

Up to n. 5 qualified students can be exchanged annually, unless special permission is given by mutual

agreement between the two institutions. Students will be accepted by each host institution by dates mutually agreed.

3) Student Program Fees/Benefits at Host Institution

Each student will pay his/her regular tuition and fees to the home institution. The host institution agrees to make every effort to make a place available for the exchange student in its residence halls during the normal semester or term period on the understanding that the student will pay for all accommodation costs. If no accommodation is available the host university will assist the student in finding accommodation off campus subject to the student meeting the costs of such accommodation.

All travel costs will be the responsibility of the individual students. Miscellaneous fees such as special course fees, key deposits, books, etc., will be paid directly by each student participant.

4) Insurance

Each participant will pay for his/her own health and accident insurance. Both Institutions will require students to purchase the insurance policy to ensure adequate coverage. Proof of adequate insurance coverage must be provided to the international office of each institution.

5) Dependents

The obligations of each institution under this agreement are limited to the exchange of students and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the exchange student.

6) Student Eligibility

It is understood that both institutions will strive to designate only well-qualified individuals for participation in the program and that academic backgrounds as well as letters of recommendation will be provided to the host institution. Students must meet language proficiency requirements as established by the host institution.

7) Balancing the Exchange

Parity in numbers of exchange students is the objective of the agreement. However, each party should be prepared to consider a disparity in any given semester or year during the period of the agreement. Any and all imbalances shall be resolved by the end of the period of agreement.

8) Academic Status of Students

All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. Credits toward the student's degree are to be awarded by the home institution. Students are expected to maintain the equivalent of a full course load at the host institution. Students enrolled in the host institution will be subject to the same rules and regulations as local students.

3- OTHER FORMS OF COOPERATION

In addition to the afore-cited forms of cooperation, Universities take part in:

- a) supporting joint methodological and technological research process, developing handbooks, materials for distant learning, creating and adapting teaching plans;
- b) arranging mutual scientific, practical conferences, seminars, schools, etc;
- c) exchanging methodic documents, publications, handbooks and other materials.

4- EXCHANGE COORDINATOR

Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange, including counseling to assist exchange participants.

5- EFFECTIVE DATA AND TERMINATION OF AGREEMENT

This agreement shall be in effect from 2025 to 2030 (5 years). At the annual anniversary of the agreement, each institution will submit a brief report indicating any imbalances in student numbers and/or other issues or problems. This agreement may be extended by mutual consent of both institutions for a period beyond its original date of expiry. Either party may terminate this agreement at any time by serving written notice to the other party. Such termination will take effect six months from the date of that written notice.

6- DATA PROTECTION

6.1 Data handling by the parties of this Agreement.

The Parties agree to comply with General Data Protection Regulations (EU-2016/679), Organic Law 3/2018 of December 5 on the Protection of Personal Data and Guarantee of Digital Rights, the restrictions therein, as well as any type of local or state regulations which may apply to one or both of the Parties. For this reason, the parties are informed that any personal data related to those acting in this agreement and those derived thereof, will be handled by each responsible party with the purpose of fulfilling contractual obligations.

In any case, the parties will be permitted to exercise their rights as recognized in the aforementioned regulations after sufficiently verifying their identity, as well as requesting additional information regarding the handling of their personal data, at the addresses established in the heading of this agreement.

6.2 Data handling for the interested parties subject to this agreement.

The Parties guarantee that, if the handling of personal data beyond the parties' personal data as part of contracting, habitual communications, or the transfer of and access to the parties' personal data is necessary for the fulfillment and execution of this Framework Agreement, they must abide by the specific contingencies of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council; the ruling of the Court of Justice of the European Union (CJEU Schrems II ruling); as well as Recommendation 1/2020 of June 18 by the European Data Protection Board.

7- Causes for termination and resolution

This agreement may be terminated on any of the following rounds:

- a) By express agreement between the two parties.
- b) Non-compliance with the obligations established in the agreement or its specific terms.
- c) As the result of a complaint filed by either party regarding the terms expressed in the previous clause.
- d) On any other grounds established existing and applicable national legislation for either party

8- Resolution of conflicts

Any discrepancies which may result the interpretation or application of this contract will be resolved amicably through direct negotiation among the Follow-up Commission comprised of the two Parties.

Agreement

For UNIR



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JOSE MARIA
VAZQUEZ
(R:
A26430439)

Prof. Dr. José María Vázquez García-Peñuela
Rector Magnificent

For the University of Foggia



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MUZIO
06.06.2025
11:24:40
GMT+02:00

Prof. Dr. Lorenzo Lo Muzio
Rector Magnificent