

**MEMORANDUM OF AGREEMENT BETWEEN  
KENT STATE UNIVERSITY, USA  
&  
UNIVERSITY OF GRANADA, SPAIN**

Kent State University (Ohio, USA) and University of Granada (Spain) (hereinafter "UGR"), wishing to establish cooperative relations between the two institutions, and especially to develop academic and cultural interchange between them through mutual assistance in the areas of education and research, hereby resolve to cooperate in the development of programs and academic exchanges subject to the following agreed upon those terms and conditions contained herein.

**Article 1: Objective of the Agreement.**

The purpose of this agreement shall be to establish a mutually-beneficial educational and pedagogical relationship with UGR. This agreement establishes the formal understanding of the scope of operations between these two leading educational institutions, and commits to writing the intent and mutual assent of both parties to engage in the following activities, subject to future amendments and conditions as further agreed upon by both parties as the relationship continues to develop.

**Article 2: Scope of Agreement.**

This Agreement shall be carried out, subject to the availability of funds of either party, and subject to the approval of the President of Kent State University and the President of UGR, through activities and programs for the exchange of students and faculty members. Activities engaged in under this Agreement include but are not limited to: (a) the exchange of students from each institution for traditional student exchange programs; (b) the exchange of academic personnel for teaching, research, or both; (c) the organization of joint seminars and conferences; (d) the hosting of visiting faculty from the other institution; (e) the exchange of academic program materials; (f) the development of joint research and publications; (g) study abroad of students between institutions; and (h) development of special programs such as the 2+2, 2+1, 2+2+1, and/or 2+1+1.

**Article 3: Implementation of Agreement as applied to individual programs.**

Prior to the starting date of any program established or continuing under this Agreement, the parties shall reach a written, signed agreement describing in as much detail as necessary, any additional specific terms of such program or activity. Such programs shall be negotiated in a timely manner, without undue delay on either party. For each program, each party will designate a Liaison Officer to develop and coordinate all activities relative to the program.

**Article 4: General program requirements.**

1. In this Agreement, unless the context implies otherwise:
  - a. "Exchange" shall mean a one-for-one exchange of students from each university;
  - b. "Exchange students" shall mean students participating in the exchange implemented herein;
  - c. "Home institution" shall mean the university at which the student intends to graduate from; and

- d. "Host institution" shall mean the university that has agreed to receive the exchange students from the home institution.
  - e. "Study Abroad" shall mean students participating in a one or two year program at host institution.
2. Tuition and fees. Students from either institution will register and pay the normal tuition fees to their home institution when attending the host university. The parties may mutually agree to and arrange for other financial arrangements to offset tuition irregularities that may occur. In the alternative, as agreed by both parties, students attending Kent State University will be assessed out-of-state tuition fees and Kent State University students traveling abroad will pay tuition as determined by the host institution, which may not be greater than the tuition charged to non-residents. Study abroad students will pay host institution tuition program fees unless otherwise arranged by both parties.
3. Housing and travel. The host institution will facilitate the arrangement of lodging for visiting students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other school-to-school payments may be negotiated as necessary and must be agreed to in writing by both parties.
4. Student conduct and academic policy. While at the host institution, visiting students are subject to the student conduct and academic policies of the host institutions for matters specifically related to their program. All visiting students under this program must adhere to all course load requirements for student visas under federal and state laws. Failure to follow such laws will result in immediate expulsion from KSU. Both KSU and UGR retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the hosting university's policies and standards. Student so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with each university's policy, and the student so dismissed will be expelled from student housing and escorted to the airport by a designated official. Neither university is responsible for any fees due to the airline, which must be paid by the student or will be charged to the home university if student does not have the necessary funds. Notice of such dismissal must be sent to the Dean of Students, or equivalent office, at the student's home institution.
5. Faculty exchange. Exchange faculty and/or scholars will remain on their home institution's payroll. The home institution also remains responsible for the administration of any taxes, benefits or other financial obligations of the home institution.
6. Kent State University retains at all times the ultimate authority over all admission and subsequent academic decisions, and UGR retains all rights respective to its institution. In addition to assuring that coursework credit will transfer, all students from UGR must have the appropriate level of TOEFL (or alternative ILTS) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, they will be required to undertake appropriate ESL education prior to formal admission to the program.
7. Kent State University will supply all administrative services in regard to the applicable programs for this Agreement for the academic year. All facilities will be

open to the University of Granada participants. Kent State University does not assume any liability for hospital or medical fees for the University of Granada participants.

8. The host institution will provide assistance for the student when searching for an on campus or off campus internship.

#### **Article 4: Term, and Termination.**

This Agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years, and may be amended or extended upon written agreement by both parties. This Agreement may be cancelled by either party in writing with 90 days notice, subject to modifications by amendment or subsequent individual program agreement. In the event that the agreement is not renewed or is terminated in any other way, any related activities in progress at the time of termination of this Agreement will continue until the current semester in which the termination takes place is completed.

#### **Article 5: Miscellaneous.**

1. **Indemnification.** Each party agrees to be liable for the acts and omission of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to that party's role in connection with this Agreement. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.
2. **No agency.** Nothing herein shall be construed to create an agency relationship between the home and host universities, or any employment relationships between the institutions for any faculty or staff member provided under the exchange program. The parties are independent contractors and no legal relationship is intended by this Agreement.
3. **Compliance with laws.** The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.
4. **Ohio Compliance Requirements:**

"UGR warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and UGR shall immediately repay to Agency any funds paid under this Agreement."

*Campaign contributions.* "UGR hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13."

*All O.R.C. provisions are available at [codes.ohio.gov/orc](http://codes.ohio.gov/orc)*

*Conflicts of interest and Ethics compliance.* "No personnel of UGR or member of the governing body of any locality or other public official or employee of any such

locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to other party in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the other party shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.

D. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization:

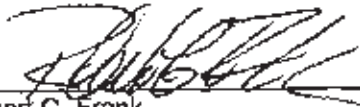
"UGR hereby represents and warrants to Kent State University that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the 'Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.' UGR further represents and warrants that it has provided or will provide such to Kent State University prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* UGR shall immediately repay to Kent State University any funds paid under this Agreement."

5. Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of Kent State University for the purpose of obtaining this or any other agreement, purchase order or contract from Kent State University and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practice Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
6. Use of logos, etc. Neither the home nor the host institution may use any identifying marks of the other without the express written permission of the other party.
7. Equal Opportunity. Both University of Granada and Kent State University subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation or physical disability.
8. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

9. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
10. Whole Agreement and Amendments. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
11. Choice of law. Where applicable, this Agreement will be governed by the laws and jurisdiction of the State of Ohio.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

For: Kent State University



Dr. Robert G. Frank  
Senior Vice President for Academic Affairs  
and Provost

1/10/12  
Date

For: University of Granada



Prof. Francisco González Lozano  
Rector

14/12/2011  
Date

REVIEWED BY

3/1/09 2011

UNIVERSITY  
OF KENT