



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**FUNDACIÓ DE DISSENY TÈXTIL (FUNDIT)**

### AND

**JAYOTI VIDYAPEETH WOMEN'S UNIVERSITY JAIPUR (JVWU)**

The purpose of this Memorandum of Understanding ("MOU") is

**WHEREAS** (international institution) , and FUNDIT (Spain) t/a Higher School of Design, (hereinafter referred to as ESDi) are linked by common academic and cultural interests; and

**WHEREAS** ESDi and (international institution) wish to enable cooperation and exchange in all academic areas of mutual interest; and

**WHEREAS**, ESDi and (international institution) desire to strengthen and expand the mutual contacts between the two universities; and

**WHEREAS**, ESDi and (international institution) desire to provide for a variety of collaborative opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

The parties, (international institution) and ESDi have reached an understanding as follows:

#### 1. AREAS OF COOPERATION

The purposes of this MoU include, but are not limited to, the following:

- a) The development of collaborative teaching and research projects.
- b) The organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures.
- c) The exchange of research and teaching personnel.
- d) The exchange of publications and other materials of common interest.
- e) Short and Long-term Faculty Exchange.
- f) Undergraduate and Graduate Student Exchange
- g) Other mutually agreed educational or research programs

*Eva G. Jansel*



Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity agreements based on the mutually agreed objectives and outcomes.

## 2. ACTIVITIES UNDER THIS AGREEMENT

It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For ESDi, faculty and student exchanges will follow university guidelines for faculty and student exchange.

## 3. PLANNING AND MANAGEMENT ACTIVITIES

Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that either Party may be required to contribute. Therefore, ESDi reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for ESDi.

## 4. FUNDING OF ACTIVITIES

Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions

## 5. EXCHANGE OF STUDENTS: CREDIT AND ASSESSMENT OF STUDY

The parties will, on completion of studies, issue a certificate attesting that the partners' students have attended the education programme during their stay, and specifying the dates for the period of study.

ESDi and (international institution) reserve the right to review and amend the amount and level of credit awarded at any time during the period of this MOU. Twelve (12) months advance notice will be given by the parties of any change in the amount of credit to be awarded.

The parties will send an individual graduation report for each student, specifying the results attained within 8 weeks of completion of the final examinations or, where applicable, the final project.

The parties agree to inform each other of any proposed changes in the curriculum of their courses no later than 3 months prior to the start of the forthcoming academic year.



## 6. SELECTION OF STUDENTS

The parties reserve the right to review the course entry standards and inform the other party in advance no later than 3 months prior to the commencement of the forthcoming academic year.

The parties will provide the other with official statements of the academic results of students studying at the respective party and any other appropriate informal reports on their performance.

The parties reserve the right to accept or refuse the admission of applicants that do not meet the agreed entry or visa requirements for the programme of study.

## 7. PROGRAMMES OF STUDY

### Study Options offered by (international institution)

#### Undergraduate and Postgraduate Semester Programme Option

Students studying at ESDi, who meet the entry requirements of the programme, will be considered for entry to semester programmes at (international institution) . Please note prerequisite modules may apply for some modules.

#### Masters Programmes

Students studying at ESDi, who meet the pre-requisite entry requirements of the relevant programmes, will be considered for entry to Masters programmes at (international institution)

#### English Requirements

Students applying for Undergraduate programmes ....., and for Postgraduate programmes .....

### Study Options offered by ESDi

#### Undergraduate Semester Programme Option

Students studying at (international institution) , who meet the entry requirements of the programme, will be considered for entry to semester programmes at ESDi. Please note prerequisite modules may apply for some modules

#### Masters Programmes

Students studying at (international institution) , who meet the pre-requisite entry requirements of the relevant programmes, will be considered for entry to Masters programmes at ESDi

#### Language Requirements

Students applying for Undergraduate programmes should have an English level equivalent to IELTS 6.0 and/or a Spanish level equivalent to Instituto Cervantes B2, and for Postgraduate programmes an English level equivalent to IELTS 6.5 and a Spanish level equivalent to Instituto Cervantes B2



## 8. FEES AND SERVICES

**Fees and services offered by** (international institution)

**JAYOTI VIDYAPEETH WOMEN'S UNIVERSITY JAIPUR (JVWU)** (international institution) shall issue an invoice to each student individually. Students will be responsible for paying their own course fees.

For the period of twelve months commencing the 1st of Aug 2021 and end on the 31 July 2022. ( 1 year agreement). the following fee scale will apply in (international institution) : (international institution) **programmes full award per annum**

Amount INR 2,50,000 to 5,00,000 (vary according to the program)

Fees for future intakes may vary and (international institution) will advise ESDi of proposed fee changes in advance.

**Fees and services offered by ESDi**

**ESDi** shall issue an invoice to each student individually. Students will be responsible for paying their own course fees.

For month year the following fee scale will apply in ESDi:

**ESDi programmes full award per annum** Official Undergraduate Degree in Design

**Amount** The exchange fees will depend based on the number of credits that the exchange student enroll at ESDi. Minimum number of credits to enrol at ESDi: 17 ECTS

Fees for future intakes may vary and ESDi will advise (international institution) of proposed fee changes in advance

This MOU allows for a bilateral exchange of students. In case that the movement of students between the institutions is equivalent, fees at the host university will be waived.

In case that the movement of students between the institutions is not equivalent, students will pay individually the tuition fees at the host institution.

The fees for future intakes will be confirmed each year in advance between the two institutions.

## 6. STUDENT OBLIGATIONS

Exchange students will be responsible for ensuring their own international transportation arranged either individually or by the sending institution. Travel costs will be the responsibility of the individual exchange students.

Exchange students are responsible for their own financial support, and the host institution bears no responsibility for providing funds to an exchange student for any purpose.



Exchange students are responsible for securing their own housing accommodations, but the host institution will provide assistance and support in locating appropriate housing.

Exchange students are required to be covered by health insurance valid in the host country, and buy the health insurance before go to the host country.

The obligations of the two institutions under this Agreement are limited to the exchange students only and do not apply to partners or dependants. Expenses of accompanying partners/dependants are the responsibility of the exchange students.

Each institution/university reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of established regulations of the host institution and the host institution and the host country. The dismissal of a participant shall not abrogate the agreement for the arrangements regarding other participants. Exchange students are subject to the same rules and regulations as local students.

Upon completion of the exchange period at the host institution, the participating students must return to their home institution/university. No extension of stay will be authorized unless otherwise specified by the home institution.

## 7. FACULTY EXCHANGE

Both participating institutions/universities agree to encourage the development of a mutually-beneficial visiting faculty program. Faculty members in this type of exchange may be invited to participate in lectures, workshops, symposia, research and special projects, as well as offer short courses. Visitation lengths, course curricula, and compensation will be determined on a case by case basis

## 8. PROMOTION

Subject to the provisions below, ESDi and (international institution) will be entitled to use each other's logo and related promotional material in their marketing activities. All promotional material and material featuring the other party's logo (any subsequent revisions to such material) must be submitted to the partner institution for approval prior to being used. Each party will be responsible for all marketing activities of the programmes to its students at their own respective cost. Such licence will terminate immediately on termination of this MOU and each party will destroy all material in its possession featuring the other party's logo.

Subject to the above paragraph, the parties shall not use the other party's trademarks, logos, branding or name in any materials.

## 9. RELATIONSHIP OF THE PARTIES

Neither party is an agent of the other and neither party has the right or authority to act on behalf of the other party, bind the other party, pledge the other party's credit, nor use the name, image or



identity of the other party, nor suggest that it is operating a franchise or representative office of the other party.

Nothing in this MOU shall deem the parties to be in any partnership or joint venture and neither party shall hold itself out as being in anyway a partner of or in any joint venture with the other, nor warrant the authority of the other party.

## 10 DATA PROTECTION

For the purposes of this clause 7, the phrases 'personal data', 'data subject', 'data controller', 'data processor', 'personal data breach' and 'process' bear the meaning given in the General Data Protection Regulation (EU) 2016/679.

The parties acknowledge that, in respect of someone or all of the personal data processed pursuant to this agreement, each is a data controller.

The parties shall comply at all times with their respective under the GDPR and any other applicable laws and regulations relating to data protection (the 'Data Protection Laws') in relation to their processing of any personal data under this agreement.

The parties acknowledge their respective duties under the Data Protection Laws and shall give all reasonable assistance to each other where appropriate and necessary to comply with such duties, including but not limited to, establishing and sharing the legal basis for holding and processing data, complying with the rights of data subjects, subject access requests and the completion of data protection impact assessments where deemed necessary.

Each party shall obtain all relevant consents from and/or provide such fair processing notices as applicable to data subjects (ensuring such consents have not been withdrawn) and/or provide cooperation to the other party in their obtaining of such consents or the providing of such fair processing notices in compliance with the Data Protection Laws. Such consents and/or fair processing notices shall be agreed in advance by the parties.

Neither party shall process applicant personal data for any purpose not authorised by the other.

Each party shall notify the other without undue delay of the following: any personal data breaches involving personal or special category data; its receipt of any actual or purported request or complaint from a data subject exercising his rights under the Data Protection Laws or any correspondence from the relevant regulator in relation to the processing of personal data.

## 11. GENERAL

This memorandum of understanding shall commence on the date of signature. Subject to the below notice provisions, this initial agreement will run for a period of 3 years starting with the admission of a cohort of students from ESDi or (international institution) in September 2021 and will be reviewed by the parties prior to each academic year.

# FUNDIT

Fundació per l'ESDi



Either institution may, by written notice of twelve (12) months, give notice to the other of its intention to terminate this agreement.

Either party shall be entitled to terminate this MOU immediately by written notice to \_\_\_\_\_ the other or with effect from such date as the terminating party shall notify if:

- (a) a party has failed to comply with its obligations under this MOU and such non-compliance (if capable of remedy) is not remedied to the non-breaching party's satisfaction with 14 days of the date of its occurrence; or
- (b) either party shall become insolvent or otherwise subject to any insolvency procedures.

If this MOU is terminated as set out in clause 8.2 or 8.3, it is agreed by the parties that any student, who at the date of termination has been accepted into the program and has commenced studies, may complete that course of study under the terms of this memorandum.

The parties have mutually agreed to work together and in recognition of \_\_\_\_\_ this they have executed this agreement. However, it is agreed that no new students will be registered on any programmes from the date that notice of termination is provided.

**Signed for and on behalf of**

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**FUNDIT**

ESDi Higher School of Design  
81- 83 Marqués de Comillas Avenue  
Sabadel, Spain

Jayoti Vidyapeeth Women's University Jaipur

Vedaant Gyan Valley,  
Village-Jharna, Mahala Jobner Link Road, NH-8  
Jaipur Ajmer Express Way,  
Jaipur-303122, Rajasthan (INDIA)

**Eva Garrell Zulueta**

Director of International  
Relations

**Dr. Panckaj Garg**

Founder & Advisor , CEO  
Jayoti Vidyapeeth Women's , University



Signature \_\_\_\_\_

Date 16.03.2021

Signature \_\_\_\_\_

Date :16.3.2021

