

I.3.23. Acuerdo 24/CG de 28-02-25 por el que se aprueba la adhesión y firma del convenio marco entre la Universidad Autónoma de Madrid y la Ateneo de Manila University, Filipinas.

Elevada a este Consejo de Gobierno por parte de la Vicerrectora de Internacionalización, propuesta de Acuerdo de aprobación de firma y compromiso de adhesión al convenio marco entre la Universidad Autónoma de Madrid y la Ateneo de Manila University, Filipinas, previo informe favorable de la Comisión de Internacionalización de fecha 17 de febrero de 2025, al amparo de los artículos 8 y 9.1 de la vigente Normativa sobre acuerdos y convenios internacionales de la Universidad Autónoma de Madrid con universidades o instituciones extranjeras (aprobada en el Consejo de Gobierno de 25 de junio de 2004), y artículo 46.2 h) de la Ley Orgánica 2/2023, de 22 de marzo, del Sistema Universitario; este Consejo de Gobierno, reunido en sesión ordinaria de 28 de febrero de 2025, **ACUERDA** la firma y compromiso de adhesión al convenio marco entre la Universidad Autónoma de Madrid y la Ateneo de Manila University, Filipinas, conforme texto literal que como **ANEXO** a continuación se inserta. Lo que se acuerda y ordena publicar en el Boletín de la Universidad Autónoma de Madrid (BOUAM), para su constancia y efectos jurídicos procedentes.

El presente Acuerdo es definitivo y agota la vía administrativa, de conformidad con los artículos 38.4 de la Ley Orgánica 2/2023, de 22 de marzo, del Sistema Universitario y 128.1 de los vigentes Estatutos de la Universidad Autónoma de Madrid (aprobados mediante Decreto 214/2003, de 16 de octubre, del Consejo de Gobierno de la Comunidad de Madrid y modificados mediante Decreto 94/2009, de 5 de noviembre, del Consejo de Gobierno), y frente al mismo podrá interponerse:


- a) Con carácter potestativo y en el plazo de un mes contado a partir de su publicación en el BOUAM, recurso de reposición frente a este mismo órgano, de conformidad con el artículo 123 de la Ley 39/2015 de 1 de octubre, del Procedimiento Administrativo Común de las Administraciones Públicas (LPACAP).
- b) Alternativamente al apartado a), podrá ser impugnado directamente ante el orden jurisdiccional contencioso-administrativo, ante los Juzgados de lo Contencioso-administrativo de Madrid, en el plazo de dos meses, contado a partir de su publicación en el BOUAM, de acuerdo con lo establecido en los artículos 8, 14.1 y 46 de la Ley 29/1998, de 13 de julio, reguladora de la Jurisdicción Contencioso-Administrativa.

En Cantoblanco, a fecha de la firma. La Presidenta del Consejo de Gobierno. Amaya Mendikoetxea Pelayo

ANEXO

BOLETÍN OFICIAL DE LA UNIVERSIDAD AUTÓNOMA DE MADRID

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**GENERAL MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD AUTÓNOMA DE MADRID
AND
ATENEO DE MANILA UNIVERSITY**

On the one hand, Universidad Autónoma de Madrid, public law institution of the Kingdom of Spain, located at C/Einstein No. 1, Ciudad Universitaria de Cantoblanco 28049 Madrid, Spain, represented by its Vice-Rector for Internationalization, Prof. Irene Martín Cortés, acting under the delegation of powers granted by Rector's Resolution of July 2nd, 2021 (B.O.C.M July 8th, 2021);

On the other hand, Ateneo de Manila University, located at Loyola Heights, Quezon City, Philippines, represented by President Fr. Roberto Yap, SJ;

DECLARE

The importance of international cooperation between research centres and higher education institutions as well as their mutual interest in formalising their partnership, for which reason they hereby agree on the present Memorandum of Understanding (MOU) in the following terms:

ARTICLE I. PURPOSE OF THE MOU


The purpose of the present MOU is to define the framework of collaboration between both parties for the implementation of joint activities in areas that will lead to the development and strengthening of their cooperative inter-institutional relationship.

ARTICLE II: COOPERATIVE ACTIVITIES

Both parties express their willingness to collaborate in developing specific programs of mutual interest in any of the following areas:

- Establishing mutually beneficial research projects between departments or institutes, research groups and individual faculty members.
- Exchange of faculty members for short- and long-term visits for the purpose of research, teaching, and the presentation of seminars.
- Exchange of graduate and undergraduate students.
- Joint supervision of graduate research students.
- Establishing dual degree programs.
- Sharing of information and knowledge on best practices in higher education through regular dialogue and visits between members of the present agreement participant institutions.
- Collaboration for interlibrary loan of academic publications and information among all Libraries in both institutions.
- Identifying funding, internships, or any other kind of cooperation opportunities.
- Joint cultural programs, conferences, workshops and seminars development; training programs.
- Other activities of mutual interest and benefit.

ARTICLE III: SPECIFIC AGREEMENTS

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To undertake the activities described in Article II, the parties will establish Specific Collaboration Agreements, under this MOU, in which the legal, technical and financial aspects of the activities to be carried out shall be established.

ARTICLE IV: FINANCIAL ASPECTS AND RESPONSIBILITIES

4.1 The present MOU involves no financial obligations for either party.

4.2 Both parties shall abide by their norms and regulations in the implementation of the present agreement. Individuals participating in the programs under the present MOU shall abide by the norms and regulations of the host institution.

4.3 The parties may seek the collaboration of other public or private organizations, institutions and firms, for activities defined under the Specific Agreements that might be signed.

ARTICLE V: MONITORING COMMITTEE

5.1 A Monitoring Committee will be set up consisting of representatives from each of the parties to this MOU. Responsibilities of this Committee will be as follows:

- Implementation, control and monitoring of the present MOU and the Specific Agreements arising from it.
- Design of proposals for collaboration in areas of mutual interest.
- Submission of proposals to each of the parties' authorities for approval.
- Clarify and resolve any disputes that may arise in the interpretation and implementation of this MOU.

5.2 The monitoring committee may, at any time, propose modifications to the terms and conditions of the present MOU. These modifications must be previously informed by the General Secretariat of the University, in the case of the UAM.

5.3 Representatives appointed to the Monitoring Committee will be, for Universidad Autónoma de Madrid, the Vice-Rector for Internationalization or person appointed by him/her and the Head of the International Relations and Mobility Office or person appointed by him/her.

For Ateneo de Manila University, representatives will be the Assistant Vice President for University Partnerships and Internationalization or person appointed by him/her and the Director for Partnerships and Engagement or person appointed by him/her.

ARTICLE VI: DURATION, EFFECTIVENESS AND TERMINATION


6.1 The present MOU shall take effect upon signature of the designated officials of each Institution and will be valid for four (4) years from the date of last signature.

6.2 The present MOU can be renewed for four (4) additional years by the express agreement of both parties in writing.

6.3 The Specific Agreements deriving from this MOU will be delimited in time, in accordance with the time required for the completion of the projects or activities to be undertaken.

6.4 The terms of this MOU may be amended in writing and by mutual agreement.

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6.5 This Memorandum may be terminated by either party with a three (3) months written notification. Such termination will not affect the validity and continuity of any incompletely-discharged obligation agreed upon by both parties, before termination.

ARTICLE VII: SETTLING DISPUTES

All disputes arising from the interpretation, development, modification, resolution or execution of the present MOU, must be settled by mutual agreement and through consultation or negotiation between both parties through the Monitoring Committee, or through any other mechanism agreed to by both parties. If it shall prove impossible to reach a solution through these procedures, the parties hereby undertake to subject themselves to an International Arbitration which will be determined by agreement of both parties.

ARTICLE VIII: PERSONAL DATA PROTECTION

The Parties agree to comply, in the applicable terms, with the provisions of Regulation (EU) 2016/679, the General Data Protection Regulation (GDPR) and the Philippines' Data Privacy Act of 2012 (DPA), subject to cross-border arrangements and cooperation. In the event of any contradiction or inconsistency between such laws, the stricter policy (i.e., provides a higher standard of protection for all affected data subjects) shall prevail. For this purpose, they shall perform any or all actions necessary to facilitate the processing of personal data, including the execution of contracts, securing of consent, and other similar or related acts.

The Parties authorize the collection and processing of the personal data of the signatories and contact persons in order to manage the contractual relationship and promote communication between the parties, keeping the data for as long as this MOU subsists and, even later, until the eventual responsibilities derived from it are prescribed.


The data subjects may exercise their right to access, rectify, erase, restrict or object to the data at the address of the registered office of each party and may file, in case of violation of rights, a claim before the corresponding control authority.

ARTICLE IX: DISCLOSURE TO AUTHORITIES

In case a copy of this Memorandum of Understanding is required by governmental authorities (such as, but not limited to, embassies and bureaus) for regulatory purposes (e.g. for labor, immigration or other purposes), the parties agree that a mutually-approved redacted copy may be submitted.

ARTICLE X: FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, riot, labor dispute, strike or threat thereof, intervention of a government agency or instrumentality or other occurrence beyond the control of either party, either party is substantially hindered in performing its obligations hereunder then, that party shall have the right, upon notifying the other of the occurrence of the act of force majeure, to suspend performance of its obligations pursuant to this agreement until the event of force majeure has passed.

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ARTICLE XI: PROTECTION AGAINST SEXUAL HARASSMENT, EXPLOITATION AND ABUSE

The Parties shall perform any or all actions necessary to prevent and prohibit sexual harassment, exploitation, and abuse in the implementation of this understanding and in specific agreements pertaining to the implementation of the activities based on this understanding. For the purposes hereof, the following definitions shall be used: a. Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. b. Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

c. Sexual harassment is any unwelcome sexual advance, request for sexual favor, verbal or physical conduct or gesture of a sexual nature, or any other behavior of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation to another, when such conduct interferes with work, training, or education, is made a condition of employment, or creates an intimidating, hostile, or offensive work, training, or education environment.

ARTICLE XII: LANGUAGES


This MOU is signed in duplicate in both Spanish and English, having both versions the same legal status. It is the will of both parties that all versions be the same in content, spirit and interpretation.

ARTICLE XIII: ADMINISTRATION

This understanding will be administered by the Office of International Relations at Universidad Autónoma de Madrid and by the Office of the Assistant Vice President for University Partnerships and Internationalization at Ateneo de Manila University.

In virtue thereof, both parties sign the present MOU at the place and on the date that appears under each of the signatures.

Universidad Autónoma de Madrid	Ateneo de Manila University
THE RECTOR UNDER DELEGATION, THE Vice-Rector for Internationalization Resolution of July 2nd, 2021 (B.O.C.M July 8th, 2021) Prof. Irene Martín Cortés Place: Madrid, Spain Date: _____	Maria Luz C. Vilches, Ph.D. Vice President for Higher Education Place: Quezon City, Philippines Date: _____

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