



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
INSTITUT POLYTECHNIQUE DE GRENOBLE  
AND  
UNIVERSITAT POLITÈCNICA DE CATALUNYA**

Both institutions wishing to promote the development and growth of exchanges and academic, scientific and cultural activities,

**Institut polytechnique de Grenoble**, a public institution for scientific, cultural and professional cooperation, governed by French laws, Situated 46 avenue Félix Viallet, 38031 Grenoble Cedex 1, France, Represented by its President, Prof. Pierre Benech, n° SIREN : 193 819 125 000 17 code APE : 8542Z.

Hereafter referred to as « Grenoble INP – UGA »

**and**

**the Universitat Politècnica de Catalunya**, situated in Jordi Girona 31, 08034 Barcelona, with Tax Identification Number Q-0818003F, represented by Prof. Daniel Crespo Artiaga, rector, appointed by appointed by Decree 115/2021 (published on June 3, 2021 in DOGC no. 8424), whose address in Barcelona is C/Jordi Girona 31, with Tax Identification Number Q-0818003F, and who acts on behalf of the above institution by virtue of the provisions in article 20 of the Organic Law of Universities 6/2001, of 21 December; and articles 67, 68 and 169 of the Statutes of the Universitat Politècnica de Catalunya, passed by Agreement GOV/43/2012, May 29th of the Government of Catalonia (DOGC no. 6140 of 1 June 2012).

Hereafter referred to as UPC,

Grenoble INP – UGA and UPC jointly referred to as the “Parties”, agree as follows :

**Article 1**

In order to reach the objectives mentioned above, Grenoble INP – UGA and UPC, while respecting the principles of equality and reciprocity, agree:

- a) to promote the exchanges of university staff (lecturers, researchers and administrative employees);
- b) to exchange students for study, research and/or training course periods;
- c) to jointly organize seminars or conferences;
- d) to promote common publications;
- e) to develop other research and teaching activities of common interest.

**These activities are referred to as “academic cooperation”.**



## **Article 2**

The “academic cooperation” as described in Article 1 will apply to all fields of study covered by both Parties.

## **Article 3**

Terms referring to the exchange of students will be detailed separately in a “student exchange agreement”.

## **Article 4**

“Academic cooperation” activities other than specified in Article 3 will be subject to appendixes or additional agreements that will complement this Memorandum of Understanding and which must be signed by both Parties before commencing each activity.

## **Article 5**

The publications, documents and pedagogical tools exchanged remain the exclusive property of the institution which created them. Intellectual property related to common activities will be subject to specific agreements.

## **Article 6**

This agreement is drawn up in English. English is the language of negotiation of this agreement.

## **Article 7**

This Agreement shall take effect on the date of the last signature. It is signed for a period of four (4) years. It may be extended thereafter by mutual agreement of the Parties for a maximum of four (4) more years.

Notification of termination by either Party must be made in writing to the other party. Termination will take effect after a period of three (3) months from the date of this notification. Both Parties must then complete the ongoing actions.

The following may be grounds for terminating this agreement:

- a) The term of the agreement ending without any extensions thereof having been agreed.
- b) The parties’ mutual agreement in writing.
- c) One of the parties wishing to terminate the agreement, for which a written statement must be made six months in advance.
- d) Failure by one of the parties to fulfil its obligations in the thirty days following notification in writing by the other party, which can in this case unilaterally terminate the agreement.
- e) A judicial decision that declares the agreement null and void.
- f) The causes outlined in the agreement and those set out in current legislation.

In any event, if any of the reasons for termination of the agreement arise and activities are still under way, the parties, on the proposal of the persons in charge of following up the agreement, may agree



to continue and complete any of the activities under way and set a deadline for its completion, after which any fees that may apply must be settled.

#### **Article 8**

Whenever, as a consequence of this agreement and in application of its provisions, the company deems it necessary to make use of the UPC's logos, it shall request the prior authorisation of the University through its Communications Service, specifying the format—whether print, electronic or any other medium—and the type of use requested.

The authorisation, which must be granted in writing, shall specify the use or uses for which it is granted, as well as the period covered, which shall in no case exceed the term of this agreement.

This notwithstanding, when the use of the logotypes and other identifying marks of the UPC is of a profit-making nature for the requesting entity, an appropriate brand licensing agreement must be entered into.

#### **Article 9**

In accordance with current legislation on transparency, access to public information and good governance, the UPC, in relation to this agreement, shall publicly disclose information concerning the signatory parties, its object and term, the parties' obligations, including those of a financial nature, and any amendments thereof.

#### **Article 10**

Each of the institutions must appoint a coordinator, who shall be in charge of defining and organising the cooperation programmes between the universities.

For the UPC, the coordinator or person in charge is Prof. Josep Burillo, vice dean of International Relations at the Facultat de Matemàtiques i Estadística (FME).

For Grenoble INP – UGA, the coordinator or person in charge is the international partnerships manager that can be contact at: [international.partnership@grenoble-inp.fr](mailto:international.partnership@grenoble-inp.fr)

These persons shall have the following functions, without prejudice to any other functions assigned to them:

- a) To solve any problems that may arise regarding the interpretation or application of the agreement.
- b) To follow up the implementation of the agreement.
- c) In the event of the agreement's termination, to propose its continuation or the manner and deadline for completing the activities already under way.
- d) To establish and organize the activities that are the object of the agreement.
- e) To promote, draft and propose the content of the various specific agreements that are necessary for the implementation of this framework agreement.

#### **Article 11**

The parties undertake to respect and comply at all times with current European regulations on Personal Data Protection. Further regulations will be established, when needed, in the additional agreements or appendixes signed to implement the above mentioned collaborations.



## Article 12

The parties express their commitment to meeting their respective obligations in good faith and carrying out any negotiations that are necessary for the fulfilment of this agreement to their satisfaction.

Universitat Politècnica de Catalunya

Institut polytechnique de Grenoble

Prof. Daniel Crespo Artiaga  
Rector

Pierre Benech  
President  
Signé par : Pierre Benech  
Date : 21/07/2022  
Qualité : Administrateur général  
Institut polytechnique de

