



COLLABORATION AGREEMENT BETWEEN WASHINGTON AND LEE UNIVERSITY AND THE FUNDACIÓN UNIVERSIDAD DE CÁDIZ (FundUCA).

THIS AGREEMENT is made in Cadiz on January 26, 2024.

between

Lena Hill acting as the Provost, on behalf of Washington and Lee University (hereinafter "W&L"), domiciled at 204 W. Washington Street, Lexington, Virginia, USA 24450.

and

Mr. Rafael Villar Ramírez, acting as Manager with general power of attorney, on behalf of the Fundación Universidad de Cádiz (hereinafter, "FundUCA"), whose VAT Register Number is G-11442167, domiciled in Cádiz at Calle Ancha, nº 10 and entered in the Registry of Foundations of Andalusia under number CA/664, being authorized for that purpose with general power of attorney, which was given by the Board of Trustees of the Foundation, as appears in the notarial document executed by deed by Mr. Iñigo Fernández de Córdoba Claros, member of the Bar of Notaries of Andalusia, on January 29th 2014, with protocol no. 120/2014.

Both parties take part according to their respective positions and in the exercise of the faculties with which they have been empowered to agree on behalf of the institutions which they represent,

Whereas Both parties to this Agreement express their interest in the international promotion of the use and study of the Spanish language, in the development of a language and cultural immersion program in Cadiz for students from Washington and Lee University.

Whereas That the aforementioned program will be organized by FundUCA, non-profit educational institution, designated by the Ministry of Education and Science of the Regional Government of Andalusia as a public interest entity which, in accordance with its bylaws, aims to collaborate in furthering the University of Cadiz's goals, by providing support for the education, training, and comprehensive development of its students and graduates in particular. Additionally, FundUCA aims to promote and facilitate dialogue and cooperation between the University of Cadiz and companies and institutions in the local community.

Whereas In this context and in its capacity as an instrument of the University of Cadiz, FundUCA provides management support services to the University School of Modern Languages (CSLM) as entrusted by the University of Cadiz.

Now therefore, the Parties hereby agree as follows:



Article 1 – Purpose.

As long as the minimum enrollment requirements are met (10 students) and all other terms and requirements are mutually agreed to by the parties for each year's program, FundUCA shall organize a linguistic and cultural immersion program for students from Washington and Lee University in Cádiz, whose academic program shall be entrusted to the Centro Superior de Lenguas Modernas of the University of Cádiz.

If the minimum number of students is not met in any given year, or any other term or requirement of the program is not arranged to the satisfaction of both parties, the parties to this Agreement will determine whether the program will continue for that year.

Article 2 – Contents and development.

The program subject to this Agreement for which both institutions shall cooperate closely and continuously so as to provide it with a high-quality level, shall include a series of academic and extracurricular activities to be carried out in April and May of each year that the parties both agree to conduct the program. The exact dates shall be established on a yearly basis and communicated to FundUCA on acceptance of the latter.

In order to support the program, FundUCA shall provide the services of a coordinator who shall be responsible for assisting the students and W&L faculty during their stay in Cádiz. The FundUCA coordinator shall provide an orientation talk on arrival (which shall include useful information on safety, emergency contacts and emergency protocols, Spanish culture and life with the host families), and shall also be responsible for accompanying visits, meeting host families, accompanying students in case of requiring medical assistance and other general issues which might arise. FundUCA's coordinator shall meet students on arrival in Cádiz.

Article 3 – Language and cultural immersion with host families.

Students shall stay in a hotel only during the first night. After the first night, students will be placed with host families, and will have their own individual rooms, plus breakfast, lunch and dinner. Students shall also be entitled to one washing service to clean their clothes per week. Host families are selected with the utmost care. Host families are rigorously selected for the quality of their hosting, the comfort of their lodging, and their proximity to the school. Host homes are visited regularly. If the choice of one family does not suit a student, the FundUCA coordinator will take all reasonable efforts to find a solution best adapted to the student. Every student will complete a form designed to match the student with an appropriate host family.

Article 4 – Academic program.

The program on Culture and Civilization has been arranged around talks on geography, history, politics and economy. This program is supplemented with a social development project.

The total duration of the program is 52 hours (4 credits).

The talks program (32 hours) shall be given by teachers from the CSLM (hired and paid by FundUCA) and the Social Research (20 hours), which shall be given by Professor Antonio Reyes from Washington and Lee University (his remuneration has not been included in the costs of the program and will be paid in accordance with his employment at W&L).



Article 5 – Extracurricular program.

The extracurricular program includes the following activities:

Guidance visit. A two-hour guided tour around Cádiz.

Welcoming catering. An assortment of various appetizers and drinks in the faculty's yard with the teachers and personnel of the Centro Superior de Lenguas Modernas.

Guided tour to Torre Tavira + flamenco show (dancing and singing).

This visit aims to offer students an overview of the history of Cádiz and, later, they will enjoy a flamenco show.

Trip to the "White Villages" (Ronda and Zahara de la Sierra). The trip includes a coach to the villages and the visits to these emblematic towns.

Trip to the "White Villages" (Vejer de la Frontera, Baelo Claudia and Tarifa). The trip includes a return coach journey, as well as a guided walking tour through Vejer, one of the most picturesque villages in the province of Cádiz.

"Caballero" Winery and "San Marcos" Castle in El Puerto de Sta. María. It includes a return catamaran journey to the port town to visit the "Caballero" winery with a guide, who will explain the unique elaboration of sherry wines, and also "San Marcos" Castle, where the visit will finish with a generous wine tasting.

Trip to Seville. The trip includes a return coach journey to Seville, capital city of Andalusia, and a guided visit to the most emblematic places and monuments in the city: the Reales Alcázares, the Cathedral and the Giralda, Santa Cruz district and Plaza de España.

Casa del Obispo. Guided visit through the archeological site. It aims at offering an overview of the 13th century, time of splendour for Cádiz, thanks to the prosperous trading with the Indies.

Dinner in Restaurant. Dinner with students, teachers and program's coordinators in a restaurant in Cádiz.

Boat trip on the Bay of Cádiz. This visit includes a return coach journey to the marina of Sancti Petri and a visit to its castle.

Farewell Dinner in Restaurant. Farewell dinner with students, teachers and program's coordinators in a restaurant in Cádiz.

Note: All coaches and catamarans will be operated by qualified, licensed and insured drivers in accordance with local legal requirements.

Article 6 – Budget, acceptance, method of payment and revision.

Each year during the term of this Agreement, FundUCA shall specify the program's contents, as well as their costs, through a budget which must be expressly approved and accepted three months before the start of the activities by Washington and Lee University. The contents shall then be included into this Agreement as an annex.

On acceptance of the budget, FundUCA shall submit the corresponding invoice, which must be paid thirty days after its issue at the latest, by payment on the current bank account with BIC/SWIFT Code: BSCHEMXXX, and IBAN Code: ES0400494870812416096751 of the Banco Santander, of which FundUCA is its holder.



The amounts of the budgets corresponding to the successive years in which the program is held under the terms of this Agreement, are subject to revision considering the costs of the offered activities and, in any case, they shall be subject to increases in the Spanish Consumer Price Index (CPI)¹, which shall be communicated at the moment of its official publication.

Article 7 – Discontinuance.

Either party reserves the right to cancel/terminate the program further liability to the other in the event of “forcé majeure” circumstances, meaning circumstances involving Acts of God, riot, events of terrorism, natural disaster, or similar circumstances. In those types of circumstances, either party may cancel the program for that year without further liability, and any costs not yet advanced by FundUCA for the program shall be refunded to W&L. Further, in such circumstances, FundUCA will use reasonable efforts to recover sums advanced to third parties for the program and refund those to W&L.

Article 8 – Duration and amendments.

This Agreement shall apply from its signing date and shall be valid for three years. Modifications or amendments of the terms of this Agreement shall be approved in written form and must be by mutual consent of the parties.

Article 9 – Insurance.

The students who shall take part in the program under the terms of this Agreement shall hold the mandatory medical and accident insurance (including medical evacuation and repatriation). It is understood that any medical expense or any other expenses beyond the coverage of the insurance policy shall be borne by the student.

FundUCA shall maintain general liability insurance in the amount of at least One Million Euros (1,000,000 €) at all times during this Agreement and shall provide W&L a certificate of insurance upon request.

Article 10 – Use of trademarks and logos.

Regarding the respective trademarks represented by their degrees and logos, the parties agree that the latter shall be used only for the development of the agreed activities in this Agreement. None of the parties shall be allowed to use trademarks or logos which belong to their counterparts without prior express authorization by the other party, which must be requested and provided in written form.

This Agreement does not authorize any of the parties to act on behalf of the other either in oral or written form.

Article 11 – Confidentiality and compliance with the regulations on personal data protection.

The parties under this Agreement will comply with the all the relevant laws and regulations, including the following:

- Regulation (EU) 2016/679 on the Protection of Personal Data .
- Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights .

¹ Spanish: *Índice de Precios al Consumo (IPC).*



- The laws of the United States relating to educational records and personally identifiable health and financial information, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Each Party shall be liable for non-compliance with any of these.

Article 12 – Jurisdiction.

Both parties undertake to resolve any disagreement which might arise during the development and interpretation of this Agreement in a friendly manner.

IN WITNESS WHEREOF, the parties hereto sign this Agreement in two original copies, both being equally authentic, in the place and date indicated above.

WASHINGTON AND LEE UNIVERSITY

Signature: Lena Hill

Fundación Universidad de Cádiz

Signature: Rafael José Villar Ramírez

FundUCA
Fundación Universidad de Cádiz

