

MEMORANDUM OF UNDERSTANDING  
Regarding the Establishment of a Framework for Collaboration  
By and Between  
The National University for Distance Education, and The University of Washington

Madrid, November 4, 2013.

This Memorandum of Understanding (“MOU”) is entered into by and between the National University of Distance Education and the University of Washington.

RECITALS

- A. The National University of Distance Education (“UNED”) is a legal public entity that provides, within the scope of its powers under the laws of Spain, the public service of higher education through research, teaching and study and is active in all the national territory of Spain and those overseas locations where it is required for demographic, cultural, educational or research reasons. It is based in Madrid and has the necessary associated facilities. It has been in existence for forty years created by Decree 2,130/1972, of August 18<sup>th</sup>, and is the leading Spanish university (and second largest in the world) in distance teaching and has produced a significant body of virtual content. It is governed by Organic Law 6/2001, of December 25<sup>st</sup>, and by its own governing Rules, approved by Decree 1239/2011 dated September 8 ( BOE September 22 2011).
- B. The University of Washington (“UW”) is a world leader in higher education and research.
- C. The two entities entering into this MOU (the “Parties”) consider it desirable to establish a framework for future collaboration, including identifying the ways in which the Parties consider collaboration and activities appropriate, which can be useful for themselves and for society at large.
- D. Consequently, the Parties, without detriment to the pursuit of activities that, at present or in the future, can be carried out separately in the exercise of their powers, and without prejudice to further concretions and developments through timely signing of specific agreements, agree as follows:

1. AREAS OF COLLABORATION

It is the intent of the parties to explore opportunities to collaborate in furtherance of their common objectives in the following areas:

- a. The design and implementation of one or more joint academic offerings, with materials provided jointly by the Parties and, if deemed appropriate, with jointly issued certifications. If implemented, it is envisioned that such courses could be taught with blended learning or blended learning methodology so that the teaching of classes, multimedia recordings, tutorials and attention through eLearning platforms, and personnel would be shared by the Parties.
- b. The participation and the development and possible execution of future agreements between UW and UNED for collaboration in educational innovation using new technologies.
- c. Joint action of common interest in social activities, especially in Latin America.

Also, it is the intention of this MOU to establish the basis on which the UNED and UW will develop their intention to jointly study, and, where appropriate, carry out, the specific collaborative actions agreed to in each case. To this end, representatives of UNED and UW will initiate conversations, in the context of the monitoring committee referred to in Section 3, designed to identify collaborative actions as may be agreed upon and deemed most appropriate by both the Parties.

Specific collaborative actions that the Parties wish to implement will require the signing of the corresponding specific agreements, in accordance with applicable law and the rules of each Party. In particular, such specific agreements shall be concluded by the entity within the organization of each Party that is competent in each case. Binding obligations in connection with such specific collaborative actions will be as stated in these specific agreements.

## 2. SPECIFIC INITIATIVES OF COMMON INTEREST

The Parties have identified a common interest in exploring the possibility of collaborating on specific initiatives that are expressed below. (The list and description of these initiatives do not in any way preclude the Parties from considering other possible forms of collaboration on other initiatives or projects that may be proposed within the framework of this MOU.)

- a. Collaboration in on-line courses in English with tutors and joint UNED / UW sessions in Spanish / English, with certificates issued by UW and UNED accordingly.

- b. Virtual or physical exchanges of the university community (students, faculty and PAS) between UW and UNED.
- c. The production of one or more “massive open on-line courses” (MOOCs) or other very affordable mechanisms to improve the quality of education of society in general, and groups excluded or at risk of exclusion.

### 3. MONITORING COMMITTEE

To facilitate the proper analysis, realization and development of the collaborative initiatives under this MOU, the Parties agree to establish a monitoring committee (“Committee”). The Parties designate the following representatives to the same, with the understanding that any of them may replace its representatives at any time by timely notice to the other party:

- a. On behalf of UNED, Vice-Rector’s Office for Quality and Internationalization;
- b. On behalf of the University of Washington, International Relations Office.

The Committee shall also have a president, elected by and from among its members. At its first meeting, the members of the Committee shall appoint the chairman of the same by a simple majority, and the mechanism and corresponding renewal periods. The president, who has the casting vote, holds office in accordance with the provisions of Law 30/1992, of 26 November, on the Legal Regime of Public Administrations and the Common Administrative Procedure. Nonetheless, the decisions of the Committee shall not impose any legally enforceable duties or obligations on the Parties without their express written consent under a relevant binding agreement.

For each item of work undertaken by the Committee, it shall establish the specific objectives, a work plan, a schedule analysis and, where applicable, the extent of human, material and financial resources that can be allocated to it, and the Committee shall actively advance any specific agreements that may be required. The Committee shall meet at least annually, and whenever necessary a Party, with notice to the other parties at least one month in advance, may request a meeting. Committee meetings may take place in person or via videoconference.

### 4. EFFECTIVE DATE TERM

This MOU shall enter into effect on the date of its signing and will have an initial term of four years. During the first year prior to its expiration date, the Parties will

review the results of this MOU and the concrete actions undertaken in collaboration between the Parties, and jointly determine if this MOU is to be extended or modified.

Specific agreements concerning the development of collaborative actions shall have their own period of validity. The expiration or termination of this MOU will not affect such specific agreements unless expressly agreed otherwise.

## 5. TERMINATION FOR CONVENIENCE

Conditions may arise which render the terms of this MOU impractical for one or more of the Parties. Any Party may terminate this MOU for convenience, at any time, with advance notice to the other Parties in writing. It is agreed that such notice, signed by an authorized officer of the terminating Party, may be given to the other Parties, at the addresses provided below, of an intent to withdraw from the MOU. The period of advance notice of termination under this provision shall be thirty (30) days.

## 6. FINAL PROVISIONS

This MOU is administrative in nature and is expressly excluded from the scope of the Law on Public Procurement which was revised approved by Royal Decree 3/2011, of November 14, 2011, as indicated in its art. 4.1.d.

The Parties agree that MOU is an expression of their current intent only, that nothing in this MOU shall create any legally enforceable rights or obligations on the part of any Party, and that no Party shall, by virtue of this MOU, be liable to any other Party (or to any third party) for any monetary damages or costs (including but not limited to attorney fees) that may arise as the result of a breach of its terms, or otherwise.

IN WITNESS WHEREOF and with the above, is signed this Memorandum of Understanding, in duplicate and a single effect at the place and date stated in the heading.

UNED

UNIVERSITY OF WASHINGTON

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