



D.ª REBECA DE JUAN DÍAZ, SECRETARIA GENERAL DE LA UNIVERSIDAD NACIONAL DE EDUCACIÓN A DISTANCIA,

CERTIFICA: Que en la reunión del Consejo de Gobierno, celebrada el día veintisiete de octubre de dos mil veinte fue adoptado, entre otros, el siguiente acuerdo:

04. Estudio y aprobación, si procede, de las propuestas del Vicerrectorado de Investigación, Transferencia del Conocimiento y Divulgación Científica.

04.02. El Consejo de Gobierno aprueba el convenio de “CÁTEDRA UNED LINCOLN OF LAN POLICITY” en políticas de suelo de D.ª Marta Lora Tamayo Vallve, del Departamento de Derecho Administrativo, según anexo.

Y para que conste a los efectos oportunos, se extiende la presente certificación haciendo constar que se emite con anterioridad a la aprobación del Acta y sin perjuicio de su ulterior aprobación en Madrid, a veintiocho de octubre de dos mil veinte.



COLLABORATION AGREEMENT (Agreement) BETWEEN THE NATIONAL UNIVERSITY OF DISTANCE LEARNING (UNED) AND THE LINCOLN INSTITUTE OF LAND POLICY (LILP) TO CREATE A UNED/LINCOLN CHAIR in Land Policy - Cátedra UNED/Lincoln en Políticas de Suelo

On the one hand, Mr. Ricardo Mairal Usón, Honorable Chancellor of the National University of Distance Learning, hereinafter UNED, and on the other hand, Dr. George McCarthy, President and CEO of Lincoln Institute of Land Policy, hereinafter LILP.

INTERVENE

The first party, in the name of and representing the National University of Distance Learning (UNED), as its highest academic authority and legal representative (Article 20 of the University Statutes, 6/2001, dated December 21; Article 99.2 of its Charter, approved by Royal Decree 1239/2011, dated September 8, 2011 (published in the Official Bulletin on September 22)).

The second party, in the name of and representing the Lincoln Institute of Land Policy (amended bylaw 13 May 2020)

Both acknowledge they have the legal authority to execute this Agreement as intervening parties.

STATE

FIRST: That the National University of Distance Learning is a public institution with legal status and full autonomy (Article 1 of the Charter). Among its general duties, UNED recognizes “teaching, study, research and transfer of knowledge for the full scientific, cultural, artistic and technical development of society” as essential activities. (Article 7.1 of the UNED Charter, approved by Royal Decree 1239/2011, dated September 8 (published in the Official Bulletin on the 22nd)).

SECOND: That the Lincoln Institute of Land Policy is a nonprofit organization, created for the purpose of improving quality of life through the effective use, taxation, and stewardship of land through education, training, publications, and events that integrate theory and practice to inform public policy decisions worldwide.

THIRD: It is within the competence of both parties to formalize the present Agreement based on the following:

STIPULATIONS

FIRST: OBJECTIVE

The objective of this Agreement is to create the UNED/Lincoln Institute of Land Policy Chair called “Cátedra UNED/LILP en Políticas de Suelo”

SECOND: SCOPE

UNED and the Lincoln Institute of Land policy (LILP) create this Chair for the execution of ongoing research, dissemination, teaching and innovation activities of common interest related to land policy

issues and their social and scientific relevance to the mission and objectives of the participating institutions.

THIRD: ACTIVITIES

The activities that will be executed under this Agreement include, but are not limited to, the following:

- **Teaching:**
 - Co-Creation, collaboration and management of distance, virtual and hybrid courses with ECT credits (Expert, Professional Development, and Master's degree courses)
 - Each new course or program will be reviewed and approved on a case by case basis, which includes mutual agreement on academic content, selection of faculty, as well as financial and intellectual property concerns
 - Collaboration in the design and implementation of graduate programs
 - Awards for projects developed in the context of Master and PhD thesis
 - Collaboration on open-platform education programs, such as Massive Open Online Courses (MOOCs)
 - Organization of seminars, webinars, symposia and conferences
- **Land policy research, dissemination and transfer of knowledge:**
 - Produce and collaborate on policy-relevant research and publications
 - Grow expert networks to share findings and best practices
 - Support junior scholars
 - Create and disseminate accessible data, tools, and analysis to support effective policy decisions
 - Educate and train decision-makers and practitioners
 - Facilitate connections between decision-makers, practitioners, and experts

FOURTH: ORGANIZATION

4.1. Executive Committee. The UNED/LILP Chair is managed and overseen by an Executive Committee. The Executive Committee is constituted by a Director and Co-Director. Upon mutual agreement, the Executive Committee could include one additional representative of UNED. The third member's role in the Committee would be defined by the Director and Co-Director.

4.1(a) The Director will be Marta Lora-Tamayo, Catedrática de Derecho Administrativo. (Full professor at the Administrative Law department). The Co-Director will be Enrique Silva, Director of International Initiatives at the LILP.

4.2. The Director and Co-Director will be responsible for the execution of this Agreement and other agreements between the parties that emerge from the partnership, ensuring the academic rigor and independence of the activities performed, and the general quality of all work.

4.3. The Director will also be responsible for the elaboration, presentation and management of the annual budget for the UNED/LILP Chair, including submission of the budget to the UNED and LILP.

4.4. The UNED/LILP Chair Director shall hire technical and administrative personnel based on activity and budgetary needs, and in agreement with the Co-Director.

4.5. The Executive Committee will approve by unanimity:

- Annual plan of activities and financial reports
- The approval of extraordinary expenses not budgeted in the specific contract or agreement

FIFTH: TERM

- 5.1 This Agreement shall be in effect for two years extendable/renewable for another two-year term upon mutual agreement.
- 5.2 The Executive Committee shall submit a proposal to the Associate Chancellor for Research to extend the terms of the Chair, including any notification on the renewal and update of contract clauses.
- 5.3 The mandatory proposal to extend or not the term of the UNED/LILP Chair shall be made between three and six months before the end of the current term.

SIXTH: FINANCING

- 6.1 The LILP will provide an annual contribution to the UNED/LILP Chair of 60,000 Euros. The payment of this quantity will be divided in two installments at the beginning and end of LILP's Fiscal Year.

The payment will be done to: "UNED/LILP Chair of Land Policy/Cátedra UNED Lincoln en Políticas de Suelo" to the following bank account:

Banco Santander es c/c ES64 0049 0001 52 2411438841

- 6.2. The budget will cover the following items:

- Honoraria for UNED/LILP Chair Directorate (Director and staff)
- Costs for research and teaching activities agreed upon by the Executive Committee
- UNED administrative expenses: 10% of the total budget of the UNED/LILP Chair, under contract with the UNED Foundation per Article 83, if applicable

- 6.3 The budget may also cover expenses for:

- Technical and administrative personnel temporarily assigned to the UNED/LILP Chair
- Dissemination and communication of activities
- Publications
- Web presence and other promotional matters
- Other items needed for the operation of the UNED/LILP Chair

- 6.4 Additional income

If the UNED/LILP Chair requires additional public or private financing for its activities, it may pursue those funds. Approval to pursue those funds is contingent on the submission, review, and approval of an internal audit report to UNED.

SEVENTH: LOCATION

The UNED/LILP Chair will reside in Madrid, at the Administrative Law Department at the Law Faculty of UNED. (C/Obispo de Trejo number 2, 28040, Madrid, SPAIN)

EIGHTH: ADMINISTRATION

8.1. The UNED/LILP Chair income and expenses will be managed by the UNED/LILP Chair's Director with the cooperation of UNED Foundation.

- UNED Foundation will manage all income and payments as directed by the UNED/LILP Chair's Director, under the guidelines of Foundation projects.
- UNED Foundation will manage:
 - Payment and documentation of relevant taxes
 - Report to UNED's Administration, detailing the income and expenses incurred by the UNED/LILP Chair and providing the information needed for the UNED/LILP Chair's Annual Report (described in Section 9).
 - Settle the amount due to UNED for the university partnership or fee

NINTH: ANNUAL REPORT OF ACTIVITIES

9.1 The UNED/LILP Chair Director and co-Director shall produce an Annual Report of all activities that were performed, with the corresponding financial information.

TENTH: INTELLECTUAL PROPERTY

10.1 Except as is otherwise expressly provided in writing in the Agreement, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this Agreement.

10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this Agreement, or (ii) that either Party may develop or acquire, or may have developed or acquired, independently of the performance of this Agreement, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case.

10.3 If the Parties develop any joint intellectual property generated by the activities under the UNED/LILP Chair, including but not limited to those stipulated under the THIRD article, the Institute and UNED will jointly own such materials, including any modifications or derivative works thereof by either of the Parties, in each case in all languages, forms, and media now or hereafter known throughout the world, and all intellectual property rights, including copyrights, included therein or relating thereto (collectively, the "Joint Intellectual Property"). Each of the Parties agrees to assign, and hereby does assign, to the other party an undivided one-half interest in all its rights, title and interests in and to all Joint Intellectual Property, including all intellectual property rights therein. Except as set forth in the following two sentences, each of the Parties may exploit the Joint Intellectual Property in any manner without any accounting to the other party. The Parties exploitation of the Joint Intellectual Property shall be limited for their educational and research purpose, and not primarily intended for or directed toward commercial advantage or private monetary gain. The Parties may not assign or license any of its rights, title or interest in the Joint Intellectual Property to any third party without both Parties prior written consent. The Parties together will control all protection and enforcement of intellectual property rights and other rights in the Joint Intellectual Property, including applying for any copyright registrations, and both Parties agree to take all further action reasonably requested in relation thereto, including joining as a party in any infringement action. All Joint Intellectual Property created pursuant to this Agreement shall contain the following attribution: "© [YEAR] "UNED, Lincoln Institute of Land Policy".

10.4 The Parties warrant that all materials developed under this Agreement will be original materials that do not infringe the proprietary rights of any third party. If in the course of developing and implementing the UNED/LILP Chair either of the Parties uses any third party copyrighted materials (such as images, tables, figures, lengthy text, or other content) the Parties will secure permission to use such copyrighted materials and provide each other documentation evidencing that permission has been granted before the third-party copyrighted content is used.

ELEVENTH: NATURE OF THE AGREEMENT

This is an administrative Agreement and is specifically excluded from the Public Sector Contracting Act 30/2007, dated 30 October (as stipulated in Article 4.1.c). All disputes regarding its interpretation and application shall be settled exclusively in the Administrative Courts, pursuant to Article 8.3 of the Administrative Code of Procedures (LRJ-PAC).

In witness thereof, both parties execute this Agreement, in two copies to the same effect in Madrid, Spain and Cambridge, Massachusetts (USA) on the 11th of September 2020.

For the National University of Distance Education

For the Lincoln Institute of Land Policy

Signature: Ricardo Mairal Usón

Signature: George McCarthy

George McCarthy, President and CEO, Lincoln Institute of Land Policy