



MEMORANDUM OF UNDERSTANDING

THE MIGUEL HERNÁNDEZ UNIVERSITY OF ELCHE AND NEXTEER AUTOMOTIVE GERMANY GmbH

The Miguel Hernández University of Elche and the company Nexteer Automotive Germany GmbH, are linked by common academic interests and seek to develop collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

1. Purpose

This MOU serves as a written understanding of agreed upon principles between the Miguel Hernández University of Elche and the company Nexteer Automotive Germany GmbH, concerning a set of general academic objectives.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this MOU.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties before work on any of the projects can commence.



2. Objectives, Scope, and Major Activities

Both institutions agree to encourage the development of the following types of activities:

- Visits and informal exchanges of faculty, scholars and administrators in specific areas of education, research and outreach.
- Cooperation in postgraduate education and training.
- Organization of joint conferences, symposia, or other scientific meetings on subjects of mutual interest.
- Exchange of academic information and materials.
- Pursuit of avenues for graduate and professional student exchange during the academic year or summer terms.
- Pursuit of avenues for undergraduate student exchange during the academic year or summer terms.
- Exploration of possibilities for developing joint research programs and collaborations.
- Other exchange and cooperation programs to which both parties agree.

3. Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two institutions. It is further expected that both parties will be compliant with all applicable State and Federal laws and regulations and University policies.

4. Duration and Option to Amend, Extend or Terminate

This MOU will become effective when signed by both parties. The agreement will remain in effect for five years from the signature date, below, and may be renewed or amended by mutual agreement of the parties.



The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party.

5. General Terms

This MOU is not intended to create, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties.

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party to this MOU.

6. Signatures

This MOU shall enter into force on the date of the signing by qualified representatives of both institutions.

MIGUEL HERNÁNDEZ UNIVERSITY

Prof. Vicente Micol Molina

Vice Rector for International Relations

NEXTEER AUTOMOTIVE GERMANY GmbH

Bertram Moeller

EPS Technology Manager & Managing Director

Ruesselsheim Customer Center

Date: December 20th 2016

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