Memorandum of Agreement

between

1. Goldsmiths' College

2. The University of Barcelona
THIS AGREEMENT dated July 25th 2015 is made BETWEEN:

1. Goldsmiths' College, (also known as "Goldsmiths, University of London"), a body incorporated by royal charter with registered number RC000715, whose administrative offices are at New Cross, London SE14 6NW United Kingdom ("Goldsmiths"); and

2. The University of Barcelona, a body incorporated in the Kingdom of Spain whose administrative offices are at Gran Via de les Corts Catalanes, 585, 08007 Barcelona, Spain ("Barcelona") and is represented by his Rector, Didac Ramírez Sarrió, in accordance with his appointment by Decree 160/2012, of December 11 (DOGC 6272, December 12), as representative of this institution and in virtue of the powers conferred on him by the Statute of the University of Barcelona approved by Decree 246/2003, October 8 (DOGC nº 3993, October 22).

(Individually a “Party”, jointly the “Parties”)

WHEREAS

(A) The Parties wish to collaborate to allow certain selected students the chance to study for a Master’s degree with Barcelona and a Postgraduate Certificate in Education with Goldsmiths.

(B) The Parties wish to set down in this Agreement the terms and conditions that apply to this collaboration.

IT IS THEREFORE AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions have the meaning set opposite:

- **Academic Year:** for the purposes of this Agreement, the Academic Year is deemed to be the period running from 1 September in any one calendar year until 31 August in the subsequent calendar year;

- **Agreement:** this agreement (as amended from time to time in accordance with Clause 14.8);

- **Associated Persons:** each Party’s Associated Persons are: any shareholders, directors, Council members, officers, employees, students, contractors, agents, advisors, or other representatives of that Party;

- **Business Day:** Monday to Friday (inclusive) except bank or public holidays in England;

- **Confidential Information:** each Party's confidential information is: any and all materials and information of or relating to that Party constituting or concerning actual or potential products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, Intellectual Property or ideas which, at the time or times concerned, are not generally known to third parties, and such other information as may be proprietary or confidential in nature or is identified by that Party as confidential before or at the time of disclosure;

- **Courses:** Each Party’s Courses are those courses of study offered by that Party that from part of the Programme, as detailed in Clauses 3.1 and 3.3.
**Intellectual Property:** patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, any rights of priority, and any similar rights recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

**Participants:** students selected to participate in the Programme pursuant to the terms of this Agreement;

**Personal Data:** data which relate to a living individual who can be identified from those data, or from those data and other information which is in the possession of, or is likely to come into the possession of, the recipient and keeper of such data, and includes any expression of opinion about the individual and any indication of the intentions of the recipient and keeper of such data or any other person in respect of the individual;

**Programme:** The programme instituted and governed by this Agreement under which selected Participants have the chance to study for a Master's degree with Barcelona and a Postgraduate Certificate in Education with Goldsmiths;

**Regulations:** each Party's Regulations are those rules and regulations generally applicable to students registered with that Party to undertake similar or comparable Courses as Participants (including, for Goldsmiths, any applicable University of London Regulations);

1.2 In this Agreement unless the context requires otherwise:

1.2.1 headings are for ease of reference only; they do not affect the construction or interpretation of this Agreement;

1.2.2 references to **Clauses** are references to clauses in this Agreement;

1.2.3 references to persons include individuals, partnerships, bodies corporate and unincorporated associations;

1.2.4 references to Participants include their personal representatives and successors-in-title; references to a Party include that Party's successors-in-title and assigns;

1.2.5 any reference to any statutory provision shall be deemed to include a reference to all and every statutory amendment, modification, re-enactment and extension in force at the relevant time;

1.2.6 words denoting the singular number shall include the plural number and vice versa, and words denoting the masculine gender shall include the feminine gender;

1.2.7 the words and phrases ‘including’, ‘include’, ‘in particular’ or any similar expression are illustrative and shall not limit the generality of any preceding words;

1.2.8 any reference to the termination of this Agreement includes termination through expiry.

2. **COMMENCEMENT AND DURATION**

2.1 This Agreement shall come into force upon final signature by both Parties' authorised representatives and shall continue in force until the end of the 2017-2018 Academic Year, unless terminated in accordance with Clause 13.

2.2 If this Agreement is still in force at the beginning of the 2017-2018 Academic Year the Parties shall enter into good faith discussions with regard to whether to extend or renew the Agreement from the end of the 2017-2018 Academic Year onwards. For the sake of clarity, neither Party shall be under any obligation and may decide in its sole discretion whether to agree to such an extension or renewal, and neither Party shall be
subject to any penalty or be required to make any payment to the other Party if it does not agree to such an extension or renewal.

2.3 Each of the Parties warrants to the other that it has full power and authority under its constitution, and has taken all necessary actions and obtained all necessary authorisations, licences, consents and approvals, to allow it to enter into this Agreement and to participate in the Programme.

3. THE PROGRAMME

3.1 For the sake of clarity, this Agreement and the Programme does not constitute a formal articulation arrangement, and neither Party shall represent otherwise. Each Party shall inform prospective students that they shall not automatically be eligible for entry to the other Party's Courses.

3.2 For Barcelona, the Courses that form part of the Programme are the following Master's degrees:
   3.2.1 Màster en Espanyol com a Llengua Estrangera en Àmbits Professionals; and
   3.2.2 Màster en Formació de Professors d'Espanyol com a Llengua Estrangera.

3.3 For Goldsmiths, the Course that forms part of the Programme is the Postgraduate Certificate in Education (PGCE)

3.4 Each Party is responsible in its sole discretion and according to its own Regulations and procedures for determining every aspect of the arrangements relating to that Party's Courses, including:
   3.4.1 The content of its Courses;
   3.4.2 The method of teaching for its Courses; and
   3.4.3 The method of assessment for its Courses.

3.5 For the sake of clarity, nothing in this Agreement shall limit or prevent either Party from negotiating similar links with other institutions in relation to the same Courses, or other courses.

4. ENROLMENT TO THE PROGRAMME

4.1 Barcelona shall nominate up to 7 students who are due to be undertaking each Barcelona Course to potentially participate in the Programme, meaning Barcelona may nominate up to 14 students in total.

4.2 Goldsmiths shall nominate up to 7 students who are due to be undertaking the PGCE to potentially participate in the Programme.

4.3 It is envisaged that Participants will usually first undertake the relevant Course at Barcelona and then undertake the Course at Goldsmiths, although in exceptional circumstances this might be reversed.

4.4 Prospective Participants shall apply for admission to each Course separately to the relevant Party whose Course it is. Each Party shall consider any such applications under its own applicable Regulations and procedures. The Parties may enter into discussions concerning the merits and suitability of prospective Participants, but each Party may at its sole discretion accept or reject an application by any prospective Participant to that Party's Course according to its own Regulations and procedures, without reference to the other Party.
4.5 For the sake of clarity the fact that one Party rejects an application from a student to undertake that Party's Course shall not necessarily prevent that student applying for and undertaking any course with the other Party. Any such decision would be at the sole discretion of the other Party.

4.6 Participants shall formally register and enrol as students for any particular Course with the relevant Party whose Course it is, using that Party's registration procedures as laid down at the relevant time. While on the Course those students shall be counted as students of the relevant Party for all statutory and regulatory purposes (including, for Goldsmiths, for the purposes of HESES, HESA, RAS and any similar returns).

4.7 Participants shall be responsible for obtaining any visas or other documentation necessary for them to undertake a particular Course.

5. COURSE REGULATIONS

5.1 While on a Course Participants shall be solely subject to the Regulations and procedures of the relevant Party operating that Course, including for all assessment purposes, and shall have the equivalent rights and responsibilities of any other student of the relevant Party.

5.2 Each Party shall determine in its sole discretion and according to its own Regulations and procedures for determining:

5.2.1 the manner in which Participants shall be examined or assessed;
5.2.2 the content of any examinations or assessments;
5.2.3 whether Participants have passed or failed any particular examinations or assessments;
5.2.4 whether Participants should have the opportunity to re-sit any examinations or assessments;
5.2.5 whether the Participant has passed or failed that Party’s Course.

5.3 All complaints and appeals from a Participant relating to a Course will be dealt with under the Regulations and procedures of the relevant Party where the Participant is undertaking that Course.

5.4 Irrespective of whether a Participant fails a Course with one Party, the other Party may nonetheless decide at its sole discretion whether or not to allow the Participant to undertake any course with that other Party.

5.5 Barcelona may at its sole discretion decide to award Participants who pass the PGCE at Goldsmiths the equivalent of a maximum of 30 ECTS credits on a Barcelona Course.

6. FEES AND PAYMENT

6.1 Each Party shall be solely responsible for its own costs and expenses associated with performing its obligations pursuant to this Agreement and the Programme.

6.2 Each Party shall be solely responsible for determining the level of fees it charges for its Courses, and for collecting those fees. Each Party may suspend or terminate the participation of any Participant in that Party’s Courses where fees are not paid in the manner and according to the timetable proscribed by that Party, in accordance with that Party’s Regulations and standard procedures for dealing with late or non-payment of student fees.
6.3 Neither Party shall in any circumstances collect any fees from Participants in respect of the other Party’s Courses.

6.4 Participants shall be responsible for meeting all of their own travel and maintenance costs whilst attending Courses, and for taking out appropriate medical and other insurance as necessary.

6.5 University of Barcelona students with a first degree of at least the equivalent of a 2:2 which is 6/10 Título de Licenciado/Ingeniero/Arquitecto/Graduado, may be eligible to apply for a training salary awarded by the British government, which may cover the fees for their Course at Goldsmiths and part of their expenses while studying at Goldsmiths. For the sake of clarity, Participants who undertake the Course at Goldsmiths shall be liable to Goldsmiths for their fees irrespective of whether they are able to secure such funding.

6.6 Goldsmiths’ students may be eligible to apply for a grant from the Màster en Formació de Professors d’Espanyol com a Llengua Estrangera or Màster en Espanyol com a Llengua Estrangera en Àmbits Professionals, to cover part of their Barcelona Course fees and/or part of their expenses while studying at Barcelona. For the sake of clarity, Participants who undertake a Course at Barcelona shall be liable to Barcelona for their fees irrespective of whether they are able to secure such funding.

7. MARKETING AND PROMOTION

7.1 Both Parties shall be responsible for marketing and promotion of the Programme to prospective Participants.

7.2 Any publicity material for marketing and promotion of the Programme shall be subject to the approval of both Parties.

7.3 Other than as explicitly provided in this Clause 7, neither Party will use the other Party’s name or the name of any of that Party’s Associated Persons, or the other Party’s logo, in any press release or product advertising, or for any other promotional purpose, without first obtaining that other Party’s written consent; except that each Party may identify the sums received from the other Party in their Annual Report and similar publications.

8. REVIEW

8.1 A commission will be set up to monitor the programme, comprising 2 representatives from Barcelona and 2 representatives from Goldsmiths. This commission will oversee and coordinate the Programme, ensure the correct implementation of this Agreement, and make decisions on matters not provided for by the Parties’ Regulations. Initially for Barcelona the representatives will be Mª Ángeles García Asensio and the Head of International Relations (Faculty of Education), and for Goldsmiths they will be Marian Carty and another nominated representative. Either Party may change their representatives by giving notice to the other Party in accordance with Clause 14.1.

9. CONFIDENTIALITY

9.1 Each Party undertakes to maintain the confidentiality of the other Party’s Confidential Information for a period of five (5) years from the date of expiration or termination of the Agreement.
9.2 Notwithstanding the provisions of Clause 9.1 neither Party shall be in breach of any obligation to keep any information confidential or not to disclose it to any third party to the extent that it:

9.2.1 is known to the disclosing Party before its receipt from the other Party, and not already subject to any obligation of confidentiality by that Party to the other Party;
9.2.2 is or becomes publicly known without any breach by the disclosing Party of this Agreement or any other undertaking to the other Party to keep it confidential;
9.2.3 has been obtained by the disclosing Party from a third party in circumstances where the disclosing Party has no reason to believe that there has been a breach of an obligation of confidentiality to the other Party;
9.2.4 has been independently developed by the disclosing Party;
9.2.5 is required to be disclosed pursuant to any law or regulation or the order of any Court of competent jurisdiction, and, to the extent permitted by mandatory applicable law, the disclosing Party has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
9.2.6 is approved for release in writing by an authorised representative of the other Party.

9.3 Each Party acknowledges that the other Party is or may be subject to legislation or regulations enacting the Data Protection Directive (Directive 95/46/EC), or similar or subsequent legislation or regulations in any jurisdiction. Each Party shall at its own expense provide reasonable information and assistance to enable the other Party to meet its obligations under any such legislation and/or regulations.

9.4 The Parties acknowledge that either of them may disclose Personal Data to the other under this Agreement. If the Parties do intend to make such a disclosure, they shall discuss and use reasonable endeavours to agree appropriate terms that will apply to such disclosure (including any appropriate technical and organisational security measures that will apply to the disclosure and storage of such data), taking into account each Party's obligations under legislation and regulations enacting the Data Protection Directive (Directive 95/46/EC) or similar or subsequent legislation or regulations.

9.5 Each Party acknowledges that the other Party is or may be subject to: the UK's Freedom of Information Act 2000 and regulations made under that legislation, and/or similar or subsequent legislation or regulations in any jurisdiction; and legislation or regulations enacting the Environmental Information Directive (Directive 2003/4/EC) or similar or subsequent legislation or regulations in any jurisdiction.

9.6 Where pursuant to the laws or regulations referred to in Clause 9.5 a Party receives a formal request for information which relates to or impinges on the other Party's activities pursuant to this Agreement and the Programme, it shall use its reasonable efforts to notify the other Party within three (3) Business Days of receipt. Each Party shall at its own expense provide reasonable information and assistance to enable the other Party to comply with any associated information disclosure requirements.

9.7 Where meeting the information disclosure requirements referred to in Clause 9.6 would entail one Party disclosing the other Party's Confidential Information, the Parties will, to the extent permitted by mandatory applicable law, discuss in good faith whether there are any applicable exemptions to the information disclosure requirements. Notwithstanding the foregoing, neither Party shall be in breach of any obligation to keep any information confidential or not to disclose it to any third party to the extent that such Confidential Information is disclosed pursuant to any information requirements.
disclosure requirements referred to in Clause 9.6 where in the disclosing Party’s reasonable opinion no exemptions apply.

10. INTELLECTUAL PROPERTY

10.1 This Agreement does not affect the ownership of any Intellectual Property in any information, techniques, know-how, software or materials provided by one Party to the other for use in the course of the Programme (whether before or after the date of this Agreement) that were created, developed or licensed by that Party prior to or independently of this Agreement. Such Intellectual Property shall remain the property of that Party and/or its licensors.

10.2 The Intellectual Property in any information, techniques, know-how, software or materials created or developed during the course of the Programme will be owned by the Party that creates or generates such materials. Where such materials are jointly developed by both Parties, the Intellectual Property shall be owned in proportion to each Party’s intellectual contribution to the creation or generation of such materials, or if this cannot be ascertained, in equal shares.

10.3 Ownership of Intellectual Property produced by a Participant while they are undertaking a Course shall be governed by the Regulations of the relevant Party whose Course it is.

11. LIMITATION OF LIABILITY

11.1 Neither Party makes any representation or gives any warranty to the other that any advice or information given by it or any of its Associated Persons, or the content or use of any materials, works or information provided in connection with this Agreement and the Programme, will not constitute or result in any infringement of third-party rights.

11.2 Except under the indemnity in Clause 11.5, and subject to Clause 11.6, neither Party accepts any liability or responsibility for any use which may be made by the other Party of any materials, works or information provided in connection with this Agreement or the Programme, nor for any reliance which may be placed by that other Party on these, nor for advice or information given in connection with these.

11.3 Except under the indemnity in Clause 11.5, and subject to Clause 11.6, the liability of each Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement or the Programme, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity (whether direct or indirect), even if the Party bringing the claim has advised the other of the possibility of those losses, or even if they were within the other Party's contemplation.

11.4 Except under the indemnity in Clause 11.5, and subject to Clause 11.6, the aggregate liability of each Party to the others for any or all breaches of this Agreement, any negligence, or arising in any other way out of the subject matter of this Agreement or the Programme, shall not exceed in total one thousand euros (£1,000).

11.5 Each Party (the “Indemnifying Party”) will indemnify the other Party and the other Party’s Associated Persons (together the “Indemnified Parties”), and keep them fully and effectively indemnified, against each and every claim made by a third party (including, for the sake of clarity, a Participant) against any of the Indemnified Parties as a result of that Indemnifying Party’s activities pursuant to the terms of this Agreement and the Programme, provided that the Indemnified Party must:
11.5.1 promptly notify the Indemnifying Party of details of the claim;
11.5.2 not make any admission in relation to the claim;
11.5.3 allow the Indemnifying Party to have the conduct of the defence or settlement of the claim; and
11.5.4 give the Indemnifying Party all reasonable assistance (at the Indemnifying Party’s expense) in dealing with the claim.

The indemnity in this Clause will not apply to the extent that the claim arises as a result of the Indemnified Party’s negligence, its deliberate breach of this Agreement, its breach of Clause 9, or its knowing infringement of any third party’s Intellectual Property.

11.6 Nothing in this Agreement limits or excludes either Party’s liability for:

11.6.1 death or personal injury caused by that Party’s negligence;
11.6.2 any sort of liability that, by law, cannot be limited or excluded;

11.7 The express undertakings and warranties given by the parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

11.8 Each Party undertakes not to make any claim arising from or in connection with this Agreement or the Programme against any of the other Party’s Associated Persons unless these are claims based on fraud or wilful misconduct.

11.9 Each Party shall have and maintain appropriate insurance with a reputable insurance company recognised and regulated under applicable law providing full cover commensurate with that Party’s reasonable potential liabilities pursuant to this Agreement and the Programme, and shall provide written evidence to the other Party upon request of the existence of such insurance cover and payment of the relevant premiums.

12. **EQUALITY, NON-DISCRIMINATION AND HUMAN RIGHTS**

12.1 In performing their obligations pursuant to this Agreement and the Programme each Party shall, and, shall use its reasonable endeavours to procure that its Associated Persons shall:

12.1.1 refrain from discriminating directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;

12.1.2 comply with and act in a way which is compatible with all applicable legislation and regulations relating to equality and non-discrimination, including any legislation and/or regulations implementing the Equal Treatment Directive 2006/54/EC;

12.1.3 comply with and act in a way which is compatible with the European Convention on Human Rights;

12.1.4 comply with all applicable legislation and regulations relating to anti-bribery and anti-corruption, including the UK’s Bribery Act 2010, and not engage in any activity, practice or conduct which would constitute a offence under the UK’s Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
13. TERMINATION

13.1 If the performance by either Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by force majeure circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 3 months the other Party may terminate this Agreement and the Programme upon one (1) month's written notice.

13.2 Either Party may terminate this Agreement by giving one (1) year's notice to the other Party.

13.3 Either party may terminate this Agreement with immediate effect by giving notice to the other Party if:

13.3.1 the other Party is in material breach of any provision of this Agreement (including an obligation to make payment) and the breach has not been remedied within sixty (60) days after receipt of written notice specifying the breach and requiring its remedy, or the breach is irremediable;

13.3.2 the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors;

13.3.3 the other Party undergoes a change in legal status or ownership that in the terminating Party’s reasonable opinion will make the other Party unable to properly perform its obligations pursuant to this Agreement and the Programme;

13.3.4 the other Party, or any of its Associated Persons, engages in conduct or activities that in the terminating Party's reasonable opinion are likely to bring the terminating Party into serious disrepute.

13.4 The termination of this Agreement for any reason shall be without prejudice to the rights of current Participants to continue and complete Courses. The Parties will negotiate in good faith.

13.5 Clauses 1, 4-5, 5, 6, 7, 9, 10, 11, 13.4, 13.5 and 14 will survive the completion or termination of this Agreement and/or the Project, and will continue in force indefinitely or, in the case of Clause 9 in accordance with Clause 9.1.

14. GENERAL

14.1 Notices: Any notice to be given under this Agreement must be in writing, may be delivered to the other Party by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

<table>
<thead>
<tr>
<th>Method of service</th>
<th>Deemed day of receipt</th>
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</thead>
<tbody>
<tr>
<td>By hand or courier</td>
<td>The day of delivery</td>
</tr>
<tr>
<td>By pre-paid first class post</td>
<td>The second Business Day after posting</td>
</tr>
<tr>
<td>By recorded delivery post</td>
<td>The next Business Day after posting</td>
</tr>
</tbody>
</table>

9/11
The Parties’ respective representatives for the receipt of notices are, until changed by notice given in accordance with this Clause, as follows:

<table>
<thead>
<tr>
<th>For Goldsmiths:</th>
<th>For Barcelona</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Rachel Soper, Director of Governance and Legal Services</td>
<td>Name: Miquel Robert, Responsible of the International Relations Office Faculty of Education</td>
</tr>
<tr>
<td>Address: Goldsmiths, University of London Lewisham Way New Cross, London SE14 6NW</td>
<td>Address: Despatx 316, Edifici de Llevant Passeig de la Vall d’Hebron 171 Universitat de Barcelona 08035 Barcelona</td>
</tr>
</tbody>
</table>

14.2 **Assignment etc:** Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party. That consent may not be unreasonably withheld, conditioned or delayed.

14.3 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

14.4 **Waiver of rights:** If a Party fails to enforce or delays in enforcing an obligation of any other Party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

14.5 **No agency etc:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or incur any liability, on behalf of the other.

14.6 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. Nothing in the foregoing excludes any liability which a Party may have to the other or any right which a Party may have to rescind this Agreement in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

14.7 **Formalities:** Each Party will take any action and execute any document reasonably requested by the other Party to give effect to any of the other Party’s rights under this Agreement, or to enable their registration in any relevant territory, provided the requesting Party pays the other Party’s reasonable related expenses.

14.8 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party’s authorised representative.

14.9 **Third parties:** No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this
Agreement may enforce any benefit conferred by this Agreement, except that an Indemnified Party may take the benefit of and enforce Clause 11.5 and Associated Persons can additionally take the benefit of and enforce Clause 7.3

14.10 Legal status: Each Party undertakes to maintain an appropriate legal status to allow it to perform its obligations pursuant to the Programme and this Agreement, and shall inform the other immediately of any change to their legal status or ownership.

14.11 Governing law: This Agreement shall be construed in accordance with and governed by the laws of Belgium, excluding its conflict of law provisions.

14.12 Arbitration: Any legal disputes that might arise in the interpretation and implementation of this agreement shall be resolved by the mutual agreement of the two parties but, should this not be possible, they undertake to submit the dispute to mediation before initiating any legal proceedings. Should agreement not be reached, the dispute shall be heard before the corresponding tribunal, be it English or Spanish, in accordance with the origin of the conflict.

14.13 Escalation: If the Parties are unable to reach agreement on any issue concerning this Agreement or the Project within 14 days after one Party has notified the other of that issue, they will refer the matter to a suitable senior employee or representative with authority to make binding decisions on that Parties' behalf in an attempt to resolve the issue within 14 days after the referral. Either Party may bring proceedings in accordance with Clause 14.12 if the matter has not been resolved within that 14-day period, and either Party may apply to the court for an interim injunction, whether or not any issue has been escalated under this Clause.

AGREED BY THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVES:

SIGNED BY:  
[Signature]
For and on behalf of Goldsmiths' College

SIGNED BY:  
[Signature]
For and on behalf of the University of Barcelona

Didac Ramírez Sarrió  
Rector

London, ______________________  

Barcelona, 25/01/2016

11/11