



**SPANISH NATIONAL  
DISTANCE UNIVERSITY  
(UNED)**



**GENERAL PROTOCOL OF ACTION  
BETWEEN THE SPANISH NATIONAL DISTANCE UNIVERSITY (UNED)  
AND THE HELLENIC OPEN UNIVERSITY (HOU)**

## GENERAL PROTOCOL OF ACTION BETWEEN THE SPANISH NATIONAL DISTANCE UNIVERSITY (UNED) AND THE HELLENIC OPEN UNIVERSITY (HOU)

On one part, Ricardo Mairal Usón, Rector of the Spanish National Distance University, hereinafter UNED, who intervenes for and on behalf of this University as maximum academic authority and legal representative of same (Articles 20 of Organic Law 6/2001 of the Universities, dated the 21<sup>st</sup> of December; Article 99.2 of the Rules governing the UNED, approved by Decree 1239/2011 dated September 8, amended by Royal Decree 968/2021 of 8 November 2021 (BOE no. 288 of 2 December), and Royal Decree 1005/2022 of 29 November 2022 (BOE of 30 November), on his nomination.

On the other part, Ioannis Kalavrouziotis President of the Hellenic Open University, hereinafter HOU, who intervenes for and on behalf of said institution as the highest authority and legal representative of same (HOU was established by Article 27, par. 1, subparagraph A' of Law 2083/92 and its operation is determined by Law 2552/97).

The two intervene exercising the powers conferred upon them in the name of the entities that they represent in order to reach a protocol, for which purpose they make the following:

### DECLARATIONS

#### 1. DECLARATION OF THE SPANISH NATIONAL DISTANCE UNIVERSITY

*1.1 Legal nature:* that it is a *jus ad rem* Institution with public legal status and full autonomy, without any other limits than those established by the Law, created by Decree 2,130/1972, of August 18th. 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<sup>th</sup> amended by Royal Decree 968/2021 of 8 November 2021 (BOE no. 288 of 2 December),

*1.2 Aims:* that the following are the aims of the UNED in the service of society: a) The creation, development, transmission and criticism of science, technique and culture; b)

Training people for undertaking professional activities that require the application of scientific methodology or for artistic culture; c) Dissemination, recognition and transfer of knowledge in the service of culture, quality of life and economic development; d) Spreading of knowledge and culture within the scope of university culture and further providing a lifetime training as foreseen in its Statutes (Article 1.2 of Organic Law 6/2001 of the Universities, dated the 21<sup>st</sup> of December). All this, considering that UNED can only provide education in the form of open and distance education.

*1.3 Legal address:* that it recognizes as its legal address, for the effects of complying with this Agreement, El Rectorado, C/ Bravo Murillo, 38, 7a Pl. 28015 Madrid (Spain)

## 2. DECLARATION OF THE HELLENIC OPEN UNIVERSITY

*2.1 Legal nature:* that it is an independent and wholly self-governed higher education institution with public legal status and was established under the auspices of the Greek Ministry of Education and Religious Affairs.

*2.2 Purposes:* that the mission of the HOU is to provide distance undergraduate and postgraduate education and training, through the development and use of appropriate educational material and teaching methods. The objectives of the HOU include the promotion of scientific research, as well as the development of technology and methodology in the field of the transmission of knowledge in distance.

*2.3 Legal address:* that it recognizes as its legal address, for the effects of complying with this Agreement Parodos Aristotelous 18, 263 35, Patras, Western Greece.

In accordance with the above, the parts

### STATE

That this Protocol has been fostered by both Universities on the following bases:

- a.- That they are institutions with their own legal status, which allows them to make agreements of this nature for the better fulfilment of their aims.
- b.- That the two institutions are united by common objectives in the academic, scientific

and cultural fields.

c.- That the Universities are interested in promoting the exchange of scientific and cultural knowledge.

d.- That they have common objectives regarding the encouragement of quality research and training, and also the spread of culture.

e.- That they are concerned with stimulating international university collaboration based on equality and mutual assistance.

Based on the foregoing, the Parties sign this Protocol subject to the following:

#### CLAUSES

FIRST.- The projected collaboration must be carried out within the framework of this Protocol in accordance with any Specific Agreements that may cover the fields of information, research, cooperation on development, technical consultancy, exchange, cultural and extension university activities.

All Specific Agreements will be considered to be appendices to this General Protocol and must refer to its nature, duration, causes for cancellation, where applicable, and submission where applicable, to the corresponding Courts/Tribunals, all within the field of that which is agreed in this General Protocol whose limits may not be discharged. Likewise, they will have to be approved and signed by the Rectors of the two universities.

SECOND.- The Specific Agreements by which the collaboration programmes are defined will establish in detail:

1. The creation and organisation of *coordinated teaching* activities or *study programmes* for degrees, doctorates (inside the Doctorate school) and permanent training and professional development (post-graduate).
2. The exchange and mobility of *researchers, teaching staff, students and managers*, within the framework of the binding provisions between the two countries and the

internal procedures of each Institution, but with the decided intention of removing academic obstacles, both material and formal, that impede the easy exchange of members of the university community of both institutions.

3. The promotion and support for the creation and functioning of *research networks and groups* in any branches of common interest.
4. The execution of *projects for cooperation in development* in any of the fields or scenarios of common interest to the two institutions.
5. Technical consultancy *and cooperation in matters of distance education methodology and new technologies and communications* as applied to teaching.
6. Cooperation in matters of *management, administration and evaluation* by universities, specifically in that which concerns, distance and open education.
7. The elaboration of *joint editions* of texts and/or monographs of any type in answer to the common interest of both institutions, with respect to the current regulations on matters of copyright.
8. The organisation of *international forums (Congresses, Seminars, Conferences, etc.)* and other university extension activities.
9. The collaboration activities mentioned in the second Clause will be subject to budget availability and the assignment of specific funds in both institutions and/or to the obtaining external financing to make the execution possible.

THIRD.- The Specific Agreements will detail the activities to be carried out, the place of execution, the units responsible, participants, duration, programme and the economic resources necessary for execution, together with the conditions in which they will be financed. Where necessary, other activities included in the programme may be presented to competent national and international organisations with a view to financing.

FOURTH.- A Follow-up Committee will be formed for the coordination of this Protocol and its corresponding Appendices. It will be composed of at least two (2) persons appointed for this purpose by each of the Universities, in charge of monitoring the evolution of the present Agreement.

FIFTH.- This General Protocol of Cooperation will have binding effects from the moment of its signature by both parties, and up to a period of four (4) years. It may be expressly extendable up to a maximum of 8 years common contentment of both institutions.

SIXTH.- Both parties reserve their right to put an end to the present Agreement by advising of same, notice in writing, six months in advance. In any case, projects already initiated at the time of the conclusion of the present Agreement, not prorogued, will be maintained until completion.

In Madrid on ....., in proof of conformity both parties hereby sign this Agreement in duplicate and on all the pages.

FOR UNED

FOR HOU

RECTOR

PRESIDENT