



EMUI



## AGREEMENT BETWEEN

**EURO-MEDITERRANEAN UNIVERSITY INSTITUTE (EMUI)**

&

**GLOBAL INSTITUTE FOR THE STRATEGIC ECONOMIC DEVELOPMENT  
(GISED) FOUNDATION**

Madrid/Malta, 31st May, 2008

### ACTING HEREIN

On the one part, his Excellency Prof. Dr. Román Reyes-Sánchez, Rector Magnificus of the **Euro-Mediterranean University Institute** (hereinafter, EMUI), on his name and representation of himself and the EU Universities Consortium, academic and institutional support of EMUI, in virtue of the legal attributions conferred to him according to European legislation applying and, specifically, according to the explicit mandate received at the **2nd Meeting of the Academic & Research Council**, taken place in Madrid at this date. To the effects of this Agreement, the legal address of EMUI is Faculty of Political and Social Sciences, Office 2500, Complutense University, 28223 Madrid (Spain).

And on the other part, Dr. Keith Roberts-Sampson Bristol in his capacity as legal representative, certified by way of a sufficient notarial power of attorney, of the **Global Institute for the Strategic Economic Development** (hereinafter, GISED), registered in Malta 09/06/2006 with the Foundation number 992 and with its registered office at 6, Triq San Marks, 06 VLT, Valletta (Malta)

Both parties acknowledge their mutual and sufficient legal capacity to enter into this Agreement and to this effect, state as follows:

### RECITALS

#### I. Aims of the EMUI

Whereas the EMUI, amongst its aims, are:

1. To develop teaching and research quality programs focused on the European Union and its projection upon the Mediterranean Area.

2. To form professionals in every area of punctual interest for European and Euro-Mediterranean institutions. These professionals will meet the standards of quality set by social, political and economic sectors involved.
3. To offer programs of continuous education for updating knowledge and basic skills of the above referred professionals.
4. To foster the divulgation of results through specialized media. Actions will be taken to be present in general media, according to the interests of their users.
5. To draw up proposals of continuous education through courses, seminars or conferences that will be available to any citizen, with the purpose of guaranteeing accurate and critical information on the ongoing development of the EU, particularly in relation to Mediterranean issues.
6. To advise public and private institutions on the aforementioned issues. Consultant panels will be set up to pursue this goal.
7. To set up institutional teaching and research networks, with or without extra-communitarian partners, in order to improve the divulgation of results. Also of interest will be to establish partnerships with other institutions in order to create local, regional or communitarian programs to be developed at the affected geopolitical areas.

## **II. Aims of GISED**

Whereas GISED has the aims of

- 1. Partnership:** Fostering strategic partnerships with governments, multi and bilateral agencies, the private sector, non-governmental organizations, and the civil society.
- 2. Entrepreneurship & Innovation:** Facilitating entrepreneurial and innovative approaches and taking calculated risks in the design and implementation of sustainable strategic economic development programs and social empowerment projects.
- 3. Capacity Development:** Supporting the strengthening of governmental, educational and non-governmental organizations, and the civil society to respond rapidly to the comprehensive strategic needs.
- 4. Education & Research:** Enabling entrepreneurial partnerships with educational institutions, the private sector and community organizations, contributing to innovative methodologies through well funded research and its implementation in the society.
- 5. Ownership & Participation:** Ensuring that GISED supported programs and projects are nationally owned and implemented, securing local commitment through the participation of the local population at all levels, and a strengthened civil society.

**6. Fiscal Responsibility:** Ensuring that the decision-making responsibilities and accountability are entrusted to partnerships of private and public institutions involved in the specific project, including citizen benefactors.

**7. Sustainability:** Ensuring that all programs and projects have a plan of action setting out the steps towards attaining sustainability, including an exit strategy for GISED.

**8. Policy impact:** Working closely with governments and other partners to promote policy changes in favor of improved local governance, decentralization and enabling a sustainable development environment.

### **III. General aim**

To establish stable means of reciprocal collaboration based on the attributions and competences inherent to each of the participants.

### **IV. Statement of Intent**

To have EMUI acknowledge the effort made by GISED in establishing social, economic and educational mechanisms in line with its pragmatic objectives. GISED acknowledges the work of involved institutions and faculty upon designing, according to the above mentioned mechanisms and objectives, an international center of higher education and quality research, with headquarters in Malta that EMUI represents.

### **V. CLAUSES**

**First:** GISED will bear, through its Executive Chairman, the Presidency of the Social Council of EMUI, during the effect of the present Agreement.

**Second:** GISED, in collaboration with other institutions and public and private companies that may be incorporated, and also after previous agreement among the founding and designated members of the Social Council, will guarantee the social and economic-financial support of EMUI, will administer the necessary political and entrepreneurial supports for the transferring of its results, with special attention to the offer and employment of its alumni.

**Third:** EMUI ensures to include the GISED logo in all its official documents, publications and other formats, printed or electronic.

**Fourth:** In the framework of its Lifelong Learning Programme, EMUI will guarantee institutionally and academically the courses, symposia, conferences or other similar activities that GISED may organize, as long as they have been previously acknowledged by the respective Commission.

**Fifth:** For the guarantor to which the previous clause refers, EMUI will render the institutional and professional resources, being in charge of the coordination and administration of the programmes assigned to it and offering the necessary consulting.

**Sixth:** GISED herein ratifies its economic-financial and logistic compromise for the total amount of 180.000 €/ year, agreed on February 15th, 2008, before the Directorate General for Education and Culture (European Commission, Jean Monnet Lifelong Learning Programme

**Seventh:** With the signing of the present agreement, GISED will deposit into the specific bank account of EMUI 20% of the annual cited amount, and 80% on September 15th, 2008. From 2009 to 2012 the deposit will take place, respectively: 20% on the 15th of June and 80% on the 15th of September of the corresponding year.

**Eighth:** In case that GISED holds the costs of leasing and maintenance of the EMUI's classrooms and offices the corresponding amount will be reduced up to 35.000 €/ year.

## **VI. COMMENCEMENT AND TERM**

The term of this Agreement shall be of 5 years and it shall come into effect on the day it is signed. It may be extended following an express agreement by the parties, which shall be formalized 3 months in advance of the expiry of the agreed term.

## **VII. TERMINATION**

Any party may terminate this Agreement by notifying this to the other party in writing 6 months in advance of the date on which it is desired that the termination hereof shall take effect, or the extension hereof, as the case may be, without affecting the assumed commitments for the running academic year.

## **VIII. DISPUTES**

Any disputes arising concerning the interpretation, development, amendment, termination, and effects which may arise as a result of the application of this Agreement shall be resolved by the Joint Coordination Committee, ad hoc established by two representatives of each part.

In witness whereof, the parties hereby sign this Framework Agreement, in duplicate and on all its pages, at the place and time first beforementioned, sending afterwards a copy to the following institutions: Universities Consortium, Ministry of Foreign Affairs and Ministry of Education and Culture (Republic of Malta), Directorate General for Education and Culture (European Commission), Spanish Embassy in Malta

EMUI & Universities Consortium

GISED Foundation

Prof. Dr. Román Reyes-Sánchez  
Rector

Dr. Keith Roberts-Sampson Bristol  
Executive Chairman