



RG/ACC/128/2021



Hochschule Offenburg
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GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, EXECUTED BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, REPRESENTED IN THIS ACT BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, ASSISTED BY THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, WHICH WILL BE REFERRED TO AS “UDEG”, AND BY THE **HOCHSCHULE OFFENBURG, GERMANY** REFERRED TO AS “HSO”, REPRESENTED BY ITS RECTOR, PROF. DR. RER. NAT. STEPHAN TRAHASCH; PURSUANT TO THE FOLLOWING ANTECEDENTS, STATEMENTS AND CLAUSES:

A N T E C E D E N T S

- I. That on the 14th October 2009 “UDEG” and the “HSO” entered into a General Agreement for Collaboration with a term of 5 years, which ceased to have legal effects.
- II. That for the first time, on the 24th February 2015 “UDEG” and the “HSO” entered into a protocol renewing the General Agreement for Collaboration for a period of 5 years, which ceased to have legal effects.
- III. That for the second time they intend to renew the General Agreement for Academic Collaboration, for which reason they are subject to the present.

S T A T E M E N T S

“HSO” DECLARES:

- I. That it is a public body.
- II. That it was founded in 1964 as a "National School of Engineering" and quickly established itself as a high-performance educational institution with a practical orientation. Today, HSO forms a thriving community, with more than 4,500 students on two campuses. HSO offers Bachelor's and Master's degrees in these four departments: Business and Industrial Engineering, Electrical Engineering, Medical Engineering and Information Technology, Mechanical and Process Engineering, and Media and Information.
- III. That the Rector is the highest executive authority and the legal representative of the Hochschule Offenburg.
- IV. That designates as responsible for the execution of this agreement the holder of the Coordination of Internationalization, or person to whom delegates functions.
- V. That indicates as legal domicile, the property located in Badstr. 24, 77652 Offenburg, Germany.



"UDEG" DECLARES:

- I. That it is a public body, decentralized from the State Government of Jalisco; it is a legal entity with full autonomy and property ownership right's, conforming to that which is stated in article 1 of its Organic law, promulgated by the local Executive on the 15th day of January, 1994, in execution of the decree number 15319 of the Honourable Congress of the State of Jalisco.
- II. That its stated aims are to organize, carry out, encourage and disseminate scientific, technological and humanistic research, to uphold, conserve, increase and spread cultural awareness, and to work alongside the competent educational authorities in the orientation and promotion of upper-intermediate and higher education, as well as with the development of science and technology, all of this in keeping with article 5 of its Organic Law.
- III. That it conforms to article 6, section III of its Organic Law, in that it undertakes programs of teaching, research and the diffusion of cultural awareness, in agreement with the principles and directions laid out in article 3 of the Political Constitution of the Mexican United States.
- IV. That the Rector General is the highest executive authority and the legal representative of the University of Guadalajara, conforming to that which is stipulated in article 32 of the Organic Law.
- V. That the Secretary General, conforming to article 40 of the often-quoted Organic Law, is responsible for certifying the acts and provision in the terms of the law.
- VI. That designates as responsible for the execution of this agreement the holder of the Coordination of Internationalization, or person to whom delegates functions.
- VII. That indicates as legal domicile, the property located in the Juárez Avenue number 976, C.P. 44100 in Guadalajara, Jalisco.

C L A U S E S

FIRST. The objective of the present Agreement is to establish the criteria under which the "UDEG" and the "HSO" will jointly carry out academic, scientific and cultural collaborative activities, for the enrichment of the educational functions that are fulfilled.

SECOND. Both Parties agree to initiate cooperation in the following areas:

- a) Student exchange in all undergraduate and graduate programs of both institutions;
- b) Exchange of academic personnel;
- c) Development of research projects;



- d) Design and organization of courses, conferences, symposia, degree programs and continuing education programs, amongst others, for the academic, scientific, and cultural benefit of both institutions;
- e) Exchange of publications and other materials of common interest;
- f) Other activities on which the Parties agree upon for the fulfilment of the present Agreement, e.g. student internships.

THIRD. The Parties agree to financially support the programs, projects and activities that originate out of the present Agreement, according to the financial resources available.

FOURTH. The Parties agree that the proposed programs, projects or work agreements that arise from this Agreement, will be elevated to the category of specific agreements of collaboration and will be considered annexes to this Agreement, once signed by their representatives.

FIFTH. The specific proposed Agreement will describe, in precise detail and with complete accordance, the activities to be developed, the responsibilities of each party, the budget for each activity, a definition of the sources of finance, the personnel involved, the facilities and equipment to be used, a working calendar, and anything else necessary to precisely determine the aim and scope of each of the said agreements that will be the operative documents of the present Agreement.

SIXTH. The Parties agree to regulate through the corresponding specific agreement questions relative to the property rights arising from authorship of jointly elaborated materials and questions concerning ownership of industrial rights patents, certificates of invention, and registry of models, among others that might result from the cooperative research.

SEVENTH. The Parties will each designate their own personnel to administer the activities of this Agreement, including the continuation and proposed endorsement of specific collaborations.

EIGHTH. Both Parties will work jointly or separately toward the obtaining of financial resources from other institutions, government agencies and national and international organisms for the development of the activities relative to the corresponding specific agreements in the event that said resources cannot be obtained either completely or partially by the Parties.

NINTH. In the development of work programs both Parties promise to respect the norms in force and applicable to each of the Parties.

TENTH. The Parties agree that they will not be responsible for damages, in the event that aforementioned activities in this document or in the specific task orders deriving from it cannot be completed due to unforeseen circumstances. Activities could resume in the manner that both Parties determine, once said circumstances are resolved.



ELEVENTH. The personnel designated by each party for the purpose of administering any activities that arise from this Agreement will maintain current employment status at their home university and will not be considered, in any way part of the visiting institution. The host university will not incur labor responsibilities regarding visiting personnel participants.

TWELFTH. The parties agree to consider as confidential all information related to the activities of the "UDEG" to which the "HSO" has access, and vice versa, as a result of this agreement and which is not of a public nature.

THIRTEENTH. The present Agreement will be valid for five years and will come into effect from the date of its joint signing. In the case of separate signatures, the date of the second will be taken as its initial date. The Agreement will cease when the Parties agree, or when one of them communicates three months in advance and in writing to the other its desire to terminate it. Should there be any students in active exchange status, the Agreement may not be terminated until their completion.

FOURTEENTH. The present Agreement may be renewed or modified at any time during its validity with the consent of both Parties, adhering to the necessary administrative and legal procedure, obligating the Parties to the new stipulations, from the date of its signing.

FIFTEENTH. The Parties demonstrate good faith in signing this Agreement and accept the obligations contracted in it, agreeing to carry out all the actions necessary to fulfil them. If a discrepancy should occur over its interpretation, it will be resolved by mutual accord.

Both Parties, having read the present document and with the understanding of the content and extent of each of its clauses, indicating the absence of malice, dishonesty or any other reason to nullify their consent, this document is signed in duplicate, in English and Spanish, both versions with the same content and validity.

Place: Guadalajara, Jalisco, México

Date: 18 JUN 2021

Place: Offenburg, Germany

Date: 27.09.2021

UNIVERSIDAD DE GUADALAJARA

HOCHSCHULE OFFENBURG


DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL


PROF. DR. RER. NAT. STEPHAN TRAHASCH
RECTOR



MSc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL

WITNESSES



**MTRA. VALERIA VIRIDIANA PADILLA
NAVARRO**
COORDINATOR FOR INTERNATIONALIZATION



DR. PHIL. ALEXANDER BRUCE BURDUMY
DIRECTOR OF THE INTERNATIONAL CENTER