## RG/ACC/64/2021





GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, BROUGHT ABOUT IN PART BY THE UNIVERSIDAD DE GUADALAJARA, MEXICO, REPRESENTED IN THIS ACT BY THE 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 UNIVERSITY OF WARSAW, POLAND, REFERRED TO AS "UW", REPRESENTED BY THE RECTOR, PROF. ALOJZY Z. NOWAK; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

### STATEMENTS

# "UDEG" DECLARES:

- I. That it is a Decentralized Public Organization of the Government of the State of Jalisco, with autonomy, legal personality and its own assets in accordance with the provisions of article 1 of its Organic Law, published by the Local Executive, on January 15, 1994, in execution of decree number 15,319 of the H. Congress of the State of Jalisco.
- II. That, as indicated in sections II and III of article 5 of the Organic Law of the University, its purposes are to organize, carry out, promote and disseminate scientific, technological and humanistic research; rescue, preserve, enhance and spread the culture.
- III. That it is the attribution of the University of Guadalajara, pursuant to section III, to carry out teaching, research and dissemination programs of culture, in accordance with the principles and guidelines provided for in article 3 of the Federal Constitution.
- IV. That the Rector General is the highest executive authority and the legal representative of the University of Guadalajara, in accordance with article 32 of the Organic Law of the University.
- V. That the Secretary General is responsible for certifying the acts under the terms of article 40 of the Organic Law of the University.
- 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 address, the property located in Avenida Juárez number 976, C.P. 44100 in Guadalajara, Jalisco.





## "UW" DECLARES:

- I. That it is a public university, founded on November 19<sup>th</sup>, 1816, operating pursuant to the Act of July 20<sup>th</sup>, 2018 Law on higher education and science; whose purpose is to carry out teaching, scientific research, and to train in the Humanities, and the Earth, Social and Natural Science, as well as to implement its social and cultural mission.
- II. That the legal representation of this institution is the responsibility of its Rector, Prof. Alojzy Z. Nowak, appointed for 2020-2024 term of office and authorized to sign the present Agreement, pursuant to the University's Statute.
- III. That for the purposes of the present Agreement it has the following legal address Krakowskie Przedmieście 26/28, 00-927 Warsaw, Poland.

#### CLAUSES

**FIRST.** The objective of the present Agreement is to establish the criteria under which the "UDEG" and the "UW" 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;
- 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.

**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 Page 2 of 4





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.** This agreement will be valid for five (05) years and will come into effect from the date of its joint signing. In 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 your desire to terminate it. Should there be any ongoing collaborative actions, the Agreement may not be terminated until their completion.





**THIRTEENTH.** 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.

**FOURTEENTH.** 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, sign this document in duplicate, in English, Polish and Spanish, all versions with the same content and validity.

Place: Guadalajara, Jalisco, México

Date: 16/04/2021

UNIVERSIDAD DE GUADALAJARA

DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

MSc. GUILLERMO ARTURO GÓMEZ MATA SECRETARY GENERAL Place: Warsaw, Poland

Date: 0/7/2/

**UNIVERSITY OF WARSAW** 

REKTOR UNIWERSYTETU WARSZAWSKU GO

prof. dr half. Alojzy Z. Nowak

PROF. ALOJZY Z. NOWAK RECTOR

WITNESSES

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO COORDINATOR FOR INTERNATIONALIZATION

ANNA SADECKA, M.A.
HEAD OF INTERNATIONAL RELATIONS OFFICE