



794/2023

**GENERAL AGREEMENT FOR ACADEMIC COLLABORATION**, EXECUTED 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 **EKLYA SCHOOL OF BUSINESS**, REFERRED TO AS "EKLYA", REPRESENTED BY THE DIRECTOR, SEBASTIEN ARCOS; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

### STATEMENTS

"EKLYA" DECLARES:

- I. Constituted through that legal instrument to promote international student and staff exchange.
- II. That its representative is empowered to enter into this type of contracts, as established in his mission specification.
- III. Among its purposes (of the institution) is the international development of the institution, and international cooperation with Higher Education Institutions.
- IV. That designates as responsible for the execution of this agreement the through its holder SEBASTIEN ARCOS, Director of "EKLYA" and its International Department.
- V. That the legal address is the property located at 11 chemin du petit bois, 69130 Ecully, FRANCE.

"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 Honorable Congress of the State of Jalisco.
- II. That its stated aims are to train and update technicians, high school diploma holders, professional technicians, professionals, graduates and other human resources that require the socio-economic development of the State; 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 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 “EKLYA” 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 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.

**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 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 within three months of the issue by either party of a written request to terminate. Should there any projects in active exchange status, 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, this document is signed in duplicate, versions with the same content and validity.

Place: Guadalajara, Jalisco, México  
Date: 20 - 01 - 23

Place: Ecully, France  
Date: March 3- 2022

**ON BEHALF OF THE UNIVERSIDAD DE GUADALAJARA**

**ON BEHALF OF THE EKLYA SCHOOL OF BUSINESS**

**DR. RICARDO VILLANUEVA LOMELÍ**  
RECTOR GENERAL

**SEBASTIEN ARCOS**  
RECTOR

**MSc. GUILLERMO ARTURO GÓMEZ MATA**  
SECRETARY GENERAL