



RG/AGC/352/2023

Exp=1694/2023



FRIEDRICH-SCHILLER-
UNIVERSITÄT
JENA

GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, EXECUTED BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, HEREIN REFERRED TO AS "UDEG", REPRESENTED IN THIS ACT BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, ASSISTED BY THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, AND BY THE **FRIEDRICH SCHILLER-UNIVERSITÄT JENA, GERMANY**, HEREIN REFERRED TO AS "UNIVERSITY OF JENA", REPRESENTED BY THE PRESIDENT, PROF. DR. WALTER ROSENTHAL; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"UNIVERSITY OF JENA" DECLARES:

- I. The Friedrich Schiller University Jena was founded on February 2, 1558 at Fuerstengraben 1, 07743 Jena, Germany. It is a legally constituted University, as stated in the Thuringian Higher Education Act (Thüringer Hochschulgesetz (ThürHG)) of 10 May 2018 and as amended on 23 March 2021, more precisely from §§ 1 paragraph 2 No. 3 in conjunction with § 2 paragraph 1 ThürHG, according to which the Friedrich Schiller University Jena is a corporation under public law and acquires legal capacity by law.
- II. That its legal representative, Prof. Dr. Walter Rosenthal, has the necessary powers to enter into this cooperation agreement according to the Thuringian Higher Education Act (Thüringer Hochschulgesetz (ThürHG)) in the above-mentioned version, more precisely from §§ 30 paragraph 1 sentence 1 in conjunction with his appointment (paragraph 8), powers that to date have not been revoked, modified or limited, so it has all the necessary legal attributions to contract by its represented, all the obligations object of the present agreement.
- III. Its purposes are to provide higher education, learning and interdisciplinary research. Friedrich Schiller University Jena is part of society. It is committed to the freedom of research and teaching and contributes to shaping the future by providing solutions for society's grand challenges through science and education.
- IV. That designates as responsible for the execution of this agreement the president of the University of Jena, Prof. Dr. Walter Rosenthal.
- V. That the legal address is the property located at Fürstengraben 1, 07743 Jena, 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 rights, 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 "UNIVERSITY OF JENA" 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) Cooperation programs in virtual modality such as: Virtual Mobility; Mirror Classes; Collaborative Online International Learning (COIL) among others.



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- e) 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;
- f) Exchange of publications and other materials of common interest;
- g) 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, once they're signed by their institutional representatives, 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 as a result of their joint activities, as well as 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



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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 personnel will continue under the absolute direction and dependence of the party with which they have established their labor relationship or have been hired, so there will be no relationship whatsoever with the other party and in no case may they be considered substitute employers, and therefore, each of them assumes the responsibilities that correspond to them as a result of such relationship. 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 "UNIVERSITY OF JENA" 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 signature will be taken as its initial date. The Agreement will cease when the Parties agree, by mutual agreement, or when one of them communicates 10 months (or at least 6 months if possible) in advance and in writing to the other its desire to terminate it. Should there be any ongoing collaboration actions, 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.

Having read this document, both Institutions being aware of the contents and extent of each clause and affirming that there is no deceit, reticence, or any other reason that might corrupt its approval, both institutions sign in duplicate, in English.

Place: Guadalajara, Jalisco, México.

Date:

21 FEB 2023

UNIVERSIDAD DE GUADALAJARA

Place: Jena, Thuringia, Germany

Date: 09.06.2023

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DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

PROF. DR. WALTER ROSENTHAL
PRESIDENT

Msc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL

W I T N E S S E S

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