



RG/ACC/160/2024



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4601/2024

GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, EXECUTED BY 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 PAN-EUROPEAN UNIVERSITY, SLOVAKIA, HEREIN REFERRED TO AS "PEU", REPRESENTED BY THE RECTOR, PROF. DR.H.C. ING. JURAJ STERN, PH.D.; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"PEU" DECLARES:

- I. Constituted through the Decree of the Government of the Slovak Republic, No. 725/2004 from the 14th July 2004, entitling it to act as a private higher education institution, in accordance with the Act on Higher Education, No. 131/2002 Collection of Laws of the Slovak Republic.
- II. That its representative is empowered to enter into this type of agreements, as established in the above mentioned Act on Higher Education of the Slovak Republic.
- III. Among its purposes is to provide programs of higher education, as part of the system of higher education institutions in Slovakia and commit to projects of international education by the European Charter on Higher Education, awarded by the European Commission.
- IV. That the legal address is the property located at Tomášikova 20, SK-82102 Bratislava, Slovakia.

"UDEG" DECLARES:

- I. That it is a public body, decentralized from the Government of the State of Jalisco, with autonomy, legal personality and property ownership rights, in accordance with the provisions of Article 1° of its Organic Law, published by the Local Executive on January 15th, 1994, in execution of the decree number 15,319 of the Honorable Congress of the State of Jalisco.
- II. As stated 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; as well as to recover, preserve, increase and disseminate culture.



- III. That it is an attribution of Universidad de Guadalajara, in accordance with Article 6°, Section III of its Organic Law, to carry out teaching, research and cultural dissemination programs, pursuant to the principles and guidelines established in Article 3° of the Federal Constitution of the United Mexican States.
- IV. That the Rector General is the highest executive authority of the university and its legal representative, in accordance with Article 32° of the Organic Law of the university.
- V. That the Secretary General is responsible for certifying acts and deeds under the terms of Article 40° of the Organic Law of the university.
- VI. That it indicates as legal domicile the property located at Avenida Juárez 976, C.P. 44100, in Guadalajara, Jalisco, Mexico.

C L A U S E S

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

SECOND. Both Parties agree that they may 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.
- 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 the 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 personnel will continue under the absolute direction and dependence of the Party with which they have established their labor relationship or have been hired,



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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 "UDEG" to which "PEU" has access, and vice versa, as a result of this agreement and which is not of a public nature.

THIRTEENTH. This agreement shall enter into force when it is signed by both Parties and shall be in force for a period of five (5) years. In the event of separate signatures, the date of the second signature shall be taken as the initial date. This Agreement may be renewed, modified or terminated if either Party so requests the other Party at least six (6) months in advance and in writing. If there are ongoing collaborative actions, they shall not be affected by the termination of this Agreement.

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, sign it in duplicate, in English and Spanish, both versions with the same content and validity.

Place: Guadalajara, Jalisco, México.

Date: 21 JUN 2024

UNIVERSIDAD DE GUADALAJARA

DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

Place: Bratislava, Slovakia.

Date: 10/10/2024

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PROF. DR.H.C. ING. JURAJ STERN,
PH.D.
RECTOR





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MSc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL

W I T N E S S E S

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO
COORDINATOR FOR INTERNATIONALIZATION

JUDR. SLAVOMIR RUDENKO, PH.D.
DIRECTOR FOR INTERNATIONAL
AFFAIRS

This signature page corresponds to the GENERAL AGREEMENT FOR ACADEMIC COLLABORATION between Universidad de Guadalajara, Mexico, and the Pan-European University, Slovakia, which consists of a total of five (5) pages.

