



RG/ACC/022/2024



1292/2024

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 OSNABRÜCK UNIVERSITY, HEREIN REFERRED TO AS "UOS", REPRESENTED BY ITS PRESIDENT PROF. DR. SUSANNE MENZEL-RIEDL, NEUER GRABEN 29, 49074 OSNABRÜCK, GERMANY; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"UOS" DECLARES:

- I. Constituted through the Law on the Organization of Universities Oldenburg and Osnabrück (Gesetz über die Organisation der Universitäten Oldenburg und Osnabrück) of December 3, 1973 (entry into force: December 5, 1973).
- II. That its representative is empowered to enter into this type of agreements, as established in Article 38 (1) of the Lower Saxony Higher Education Act (Niedersächsisches Hochschulgesetz – NHG).
- III. Among its purposes is the cultivation and development of the sciences and arts through research, teaching, study and further education in a free, democratic and social constitutional state, as well as the promotion of international cooperation in higher education and of exchange between German and foreign higher education institutions, with particular regard to the interests of foreign students.
- IV. That designates as responsible for the execution of this agreement the Director of the International Office, Mr. Malte Paolo Benjamins, M. Sc., Neuer Graben 27, 49074 Osnabrück, Germany, phone: +49 541 969 4972, mail: malte.paolo.benjamins@uni-osnabrueck.de
- V. That the legal address is the property located at Osnabrück University, Neuer Graben 29, 49074 Osnabrück, 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 15,319 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 “UOS” 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.
- 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 for the fulfillment 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 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 "UDEG" to which "UOS" has access, and vice versa, as a result of this agreement and which is not public.



THIRTEENTH. The present Agreement will be valid for five (5) years and will be renewed for a single further 5 year period if neither of the two contractual partners has given written notice of cancellation at least six (6) months before the Agreement expires. It 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 accord, or when one of them communicates three (3) months 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 fulfill 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, both versions with the same content and validity.

Place: Guadalajara, Jalisco, México.
Date: 14 de Febrero de 2024

Place: Osnabrück, Germany
Date: 17th April 2024

UNIVERSIDAD DE GUADALAJARA

OSNABRÜCK UNIVERSITY

DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

PROF. DR. SUSANNE MENZEL-RIEDL
PRESIDENT

MSc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL

W I T N E S S

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO
COORDINATOR FOR INTERNATIONALIZATION