



REG/ACG/053/2023



FRIEDRICH-SCHILLER-  
UNIVERSITÄT  
JENA

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

### STATEMENTS

"FSUJ" 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from §§ 30 paragraph 1 sentence 1 in conjunction with his appointment (paragraph 8), powers that to date have not been revoked, modified or limited, so it has all the necessary legal attributions to contract by its represented, all the obligations object of the present agreement.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 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.



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- 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 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 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 basis for an exchange program for undergraduate, graduate students and academic personnel, in its on-site and/or virtual modalities.

### **Exchange of Undergraduate and Graduate Students**

**SECOND.** Each party will select and nominate students to participate in this exchange program, in accordance with the procedures and requirements set forth by the host university. Admittance of exchange students remains within the discretion of the host university.

It is understood that both institutions will strive to designate only well-qualified individuals for participation in the programme and that academic backgrounds, as well as letters of recommendation, will be provided to the host institution. Students must have completed at least two semesters or equivalent at the home institution. Students must meet language proficiency requirements as established by the host institution. The University of Jena requires B2-level for all academic programmes/courses, German or English depending on the language of instruction



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of the individual course. UDEG requires B1-level Spanish or English for all academic programmes/courses.

**THIRD.** The exchange of students under this program will take place in accordance with the academic calendar of the host university, and may last for one semester or a full academic year or when the academic program requires it, for a shorter duration, subject to agreement between both universities.

**FOURTH.** Students selected for this exchange program will be allowed to select and take courses at the host university, provided that the courses correspond to the same level and/or are equivalent to those offered by their home university.

**FIFTH.** The home university will submit the required certified documents of the students selected to the host university, for admittance purposes, by the deadline set by the host university.

**SIXTH.** Students participating in this exchange program will pay registration and tuition fees to their home university. The host university will not charge them for these items.

Additional fees required by the host institution, e.g. the semester contribution ("Semesterbeitrag") at Friedrich Schiller University Jena, shall be paid by each student. The semester contribution in Jena contains a general contribution to the student services organization ("Studierendenwerk") as well as a semester ticket which allows students to use all kinds of public transport within Jena and the regional trains in the region around Jena. Other fees and charges, such as for special (non-curricular) courses, key deposits, books, etc., shall be paid by each participant.

**SEVENTH.** Both Institutions agree to exchange, under the terms of this Agreement, up to four students per academic semester. Any disparity in the number of students will be adjusted over a five-year term.

**EIGHTH.** At the end of the final exam period and the academic term, the host university will send the home university an official transcript of the grades obtained by each exchange student. The conversion of academic records will be made according to the home institution's regulations and criteria. If so requested, the host university will provide course descriptions and résumés of the professors who taught the courses attended by the exchange students, as well as information about the grading and evaluation system used.

**NINTH.** Students selected for the exchange will have the same rights and responsibilities applied by the host university to its own students. Exchange students must comply with the regulations and laws of the host university, and they will be held accountable in case of non-compliance with this section, in such case their home university will be informed. Exchange students will not be eligible for a degree awarded by the host university as part of the exchange.

**TENTH.** Both institutions agree that it is the responsibility of the exchange students to carry out immigration procedures to obtain the proper visas in their home country.



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**ELEVENTH.** The exchange students will be responsible for all additional expenses in this exchange program, including, but not limited to, transportation, housing, meals and health insurance. Each participant is required to have adequate health and accident insurance.

**TWELFTH.** Each of the institutions of this agreement will provide academic advisory and counselling services to exchange students during their stay in their respective universities.

**THIRTEENTH.** Given that Friedrich Schiller University is subject to the 2016/679 (EU) Regulation of the European Parliament and Council of 27 April 2016, the parties agree to comply with the security conditions and measures required for protecting the personal data of any natural person impacted by the implementation of the Agreement.

Each university determines individually, as data controller, the means for collecting personal data and the purposes of the personal data processing operations which it implements in respect of the implementation of the Agreement hereof and in compliance with the personal data protection regulation.

The universities undertake to implement guarantees appropriate for preserving the confidentiality and integrity of data subjects' personal data which they may be required to process pursuant to the Agreement hereof.

Each party will notify the other of any personal data breach without delay and at the latest within 72 hours following the discovery of the aforementioned breach.

### **Exchange of Academic Personnel**

**FOURTEENTH.** Both institutions agree to revise annually the number of academics sent and received.

**FIFTEENTH.** The Universities according to their abilities can help the academic exchange personnel to obtain resources to cover their transportation expenses, housing, meals and international health insurance.

The home university is responsible for paying the academic personnel their salary.

**SIXTEENTH.** The academic personnel participating under this Agreement, will make the necessary arrangements according to the current regulations of their home institution, to receive authorization to leave their academic activities for the period of academic stay at the host university.

**SEVENTEENTH.** The academics participating in the exchange program will be responsible for all additional expenses, such as transportation, housing, meals and international health insurance.

**EIGHTEENTH.** Both Parties agree that academic personnel participating in the exchange will maintain their work relationship with their home university.



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**NINETEENTH.** The host university will give the visiting academic personnel an official letter stating the activities performed at the host university once the stay is concluded.

**Common Provisions**

**TWENTIETH.** The academic extension programs of the UDEG offered by its university enterprises, the Colegio de Español y Cultura Mexicana and the Sistema Corporativo PROULEX - COMLEX are not included in this Agreement.

**TWENTY-FIRST.** 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.

**TWENTY-SECOND.** This Agreement will become valid upon its joint signature and will be valid for five years. In case it is signed separately, its date of validity will conform to the latter signature. This Agreement can be renewed, extended and/or modified if both Parties agree to such changes and do so at least 10 months prior to its date of expiry. Should there be any students in active exchange status; the agreement may not be terminated until their completion.

**TWENTY-THIRD.** The Parties state that the signing of the current agreement and the commitments contained therein, are made in good faith and, therefore they will undertake all actions necessary for its proper execution; any discrepancy in the interpretation of the agreement will be resolved by common accord.

Either party may terminate this Agreement at any time by submitting a written notice of termination to the other party. Such termination shall take effect ten months after the date of the written notice of termination referred to above. In the event of termination, the students participating in the exchange programme shall be permitted to complete their current semester at the host institution where the notice of termination was submitted.

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: 24 FEB 2023

**UNIVERSIDAD DE GUADALAJARA**

**DR. RICARDO VILLANUEVA LOMELÍ**  
RECTOR GENERAL

Place: Jena, Thuringia, Germany  
Date: 09.06.2023

**FRIEDRICH SCHILLER-UNIVERSITÄT  
JENA**

**PROF. DR. WALTER ROSENTHAL**  
PRESIDENT



FRIEDRICH-SCHILLER-  
UNIVERSITÄT  
JENA

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

**W I T N E S S E S**

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