University College Cork, Ireland
Coláiste na hOllscoile Corcaigh

WILL MEET

As party of the first part, **Itzcóatl Tonatiuh Bravo Padilla, M.A.,** Rector General of the **UNIVERSITY OF GUADALAJARA** (subsequently known as **U de G), assisted by the Secretary General, José Alfredo Peña Ramos, M.A.,** its official address being Avenida Juárez 976, Colonia Centro, Guadalajara 44100, Jalisco, Mexico, in virtue of the powers conferred upon him through his office.

As party of the second part, Dr. Michael Murphy, President of the **UNIVERSITY COLLEGE CORK, NATIONAL UNIVERSITY OF IRELAND, CORK** (subsequently known as **UCC**), its official address being Western Road, Cork, Ireland, acting on its behalf, with the appropriate powers necessary for the signing of this document.

Acting as witnesses of this agreement are Dr. Marco Antonio Cortés Guardado, Rector of the University Centre of the Coast (**CUCosta**), Ernesto Flores Gallo, M.A., Rector of the University Centre of Art, Architecture and Design (**CUAAD**), and Nadia Paola Mireles Torres, M.A., General Coordinator of Cooperation and Internationalization (**CGCI**), all the aforementioned being part of the University of Guadalajara, on the one hand, and on the other Professor Nuala Finnegan, Director of the Centre for Mexican Studies of the University College Cork.

The parties, on the basis of their participation, ensure the validity of their representatives and mutually recognize the appropriate and necessary legal capacity in order to sign the present agreement, and to that effect the following are set forth:

EXPOSED

I. That **U de G** has inherited a tradition of education forged during more than two centuries of its history; that it has diverse university centres distributed throughout the metropolitan area of Guadalajara and a further eight in regions of Jalisco. Its academic community is distinguished by being one of the most important in Mexico. It is a fundamental institution for the high-level training of human resources and the creation of scientific knowledge and technologies, helping to sustain development in the state of Jalisco.

II. That taking part in the agreement on behalf of **U de G** are the University Centre of the Coast (**CUCosta**), the University Centre of Art, Architecture and Design (**CUAAD**).

III. That the **UNIVERSITY COLLEGE CORK,** in the performance of its primary objective as a first class third level institution established to promote education and research in Cork, Ireland.

IV. That the **Huston Research Agreement in Cinema and Literature** is organized as an academic research project of international scope, based at the University Centre of the Coast (**CUCosta**) and with the following principal objectives, without the present list being limited or exclusive to any other adopted with the prior written agreement of both parties:

- Honor, disseminate and promote the study of the work of John Huston
- To encourage and support the study of contemporary cinema.
- Promote the study of culture and contemporary literature.
- To support the dissemination of cinema and literature as key expressions of culture.
- To analyse the current international scene and ideas.
- To promote research projects within the scope of its courses of action.
- To collaborate with prestigious international centres in order to inspire new related projects.

V. That **U de G,** in full awareness of the principles and aims that have inspired **UNIVERSITY COLLEGE CORK** in its interest in establishing channels of communication which permit the exchange of knowledge and research in the cinematographic, literary and cultural scope for the benefit of all aspects pertaining to culture and social well-being.

VI. That the parties consider that academic exchange and collaboration in the development of joint projects to be of particular importance and wish to unite their efforts to develop a special project that covers teaching, research and the dissemination of culture and all other related activities as set out in clause 4 above.

In view of the aforementioned, the parties agree to formalize the present Agreement of Collaboration in accordance with the following:

CLAUSES

FIRST – OBJECTIVE
The objective of the present Agreement is to establish the basis of the collaboration between **U de G** and **UCC** for the development of cultural, academic and intellectual activities in respect of the **Huston Research Agreement in Cinema and Literature situate at** Puerto Vallarta, México.

SECOND – METHODS OF COLLABORATION
The academic programme of the **Huston Research Agreement in Cinema and Literature** in Puerto Vallarta, México figures amongst the most prestigious and innovative in Mexico and Latin America.

The supporting team of the research group will be made up of academics from both **U de G** and **UCC**, authors, film-makers, critics and renowned figures from the world of culture and cinema.
Amongst other activities, the following will be organized in respect of the Huston research Agreement in Cinema and Literature:

- Series of conferences
- Irish Film Festival in Puerto Vallarta.

- master classes
- Joint research projects
- Online events and activities
- Any other activity established by common accord between both parties
- Joint publications

The support and assistance provided by **U de G** will consist of, insofar as it is possible, establishing the infrastructure, logistics and necessary help for the development of the joint academic activities within the programming of the **Huston Research Agreement in Cinema and Literature** to be realised at the **UCC**.

The parties will also endeavour to raise funds from third-party companies, organizations and institutions that, by means of the signing of an appropriate Specific Agreement of Collaboration to be agreed between the parties in due course, will be utilised to support particular defined activities to be carried out within the scope of this Agreement of Collaboration and the diffusion, in general, of the activities of the **Huston Research Agreement in Cinema and Literature.**

THIRD – INTELLECTUAL PROPERTY

Intellectual property resulting from the research projects undertaken through this Agreement of Collaboration and/or the Specific Agreement of Collaboration will be subject to the applicable legal stipulations and to the specific means subscribed to by the parties, according due recognition to the those who have participated in the performance of the said projects. All arrangements in respect of Intellectual property resulting from the research projects will be agreed in writing in advance by the parties.

The parties agree that they will be able to utilise the information and results derived from the activities undertaken, without limitation, for educational and research purposes.

Each party duly declares and guarantees that it is the title holder or has sufficient entitlement for the commercial use of all rights pertaining to their respective names, logos, brands, databases and any other asset protected by the laws currently in force in respect of intellectual property, as well as the content which makes up the **Huston Research Agreement in Cinema and Literature.**

The present Agreement of Collaboration does not assume the cession nor the transfer or renunciation of the rights that correspond to the each party in relation to the assets controlled by the laws that regulate intellectual or industrial property. The subscribing organizations will retain all rights pertaining to names, logos, databases and any other asset protected by the current legislation in respect of intellectual and industrial property.

FOURTH – CONFIDENTIALITY AND PROTECTION OF INFORMATION

In the framework of the conversations held for the preparation of the Agreement of Collaboration and any future Specific Agreement of Collaboration and the actions decided upon therein, the parties are in a position to and will be able to disclose certain information relative to its activities

and necessary for the finalisation of the present Agreement of Collaboration. The parties agree that the information which is mutually disclosed (except that being part of the public domain or which is already known about by the other party through legitimate means) will be considered confidential ("Confidential Information"); the parties committing themselves to a policy of absolute secrecy in respect of said information notwithstanding its disclosure when necessary by complying with a rightful requirement of judicial or competent administrative authorities.

The confidentiality obligations derived from the established content of the present Agreement of Collaboration will remain in force for period of its validity. In the same way, the parties commit themselves to returning or destroying the Confidential Information (at the request of the disclosing party) when the Agreement of Collaboration ceases to be in force without this being a prior requirement.

Likewise, the parties commit themselves, as far as is necessary, to comply with the laws of Ireland and Mexico (as relevant) in respect of the Protection of Personal Information (or Personal Data) and their concordant rules and legislation (including the application of the Data Protection Acts, 1998-2003 as amended from time to time), as well as any other country which might be applicable in relation to the content and origin of said laws.

FIFTH – VALIDITY OF THE AGREEMENT

The present Agreement of Collaboration will be in force for a period of four years and will be renewed for subsequent periods of three-year duration with prior written agreement, and can be terminated by written notice of two months prior to its expiry date or to any of its renewals by either party.

SIXTH – FOLLOW-UP COMMITTEE

For the development and follow-up of the present Agreement of Collaboration, a Follow-Up Committee will be formed, made up of four members; two designated by **UCC** and two by **U de G.** The Follow-Up Committee will meet once per year in order to ensure the adequate development of the present Agreement of Collaboration, to define the programming of activities of the **Huston Research Agreement in Cinema and Literature** and specific projects, to ensure its financing and to propose new actions and issue the corresponding evaluation reports of the actions undertaken.

SEVENTH – RESOLVING DISPUTES

Given the principles of good faith, transparency, mutual confidence and cordial relations that exist between the subscribing parties, it is herewith established that any difference or dispute arising between them as a consequence of the managing, undertaking and development of this Agreement of Collaboration, will be resolved by the Follow-Up Committee whose membership will be agreed in advance, being subject to its good judgment. The Parties agree that in the event that there is a dispute which cannot be resolved amicably by the Follow-Up Committee that this Agreement will terminate with immediate effect subject always to an agreement to conclude any existing Specific Research Agreement at the date of termination.

University College Cork, Ireland
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The parties, having read the present Agreement of Collaboration, and being aware of and in agreement to its content and the scope of each of its clauses, sign in duplicate in the place and on the date indicated at the beginning of said document.

Place: Guadalajara, Jalisco, México
Date: 26 OCT 2015

Place:
Date:

UNIVERSIDAD DE GUADALAJARA

MTRO. ITZCÓATL TONATIUH BRAVO PADILLA
RECTOR GENERAL

MTRO. JOSÉ ALFREDO PEÑA RAMOS
SECRETARIO GENERAL

UNIVERSITY COLLEGE CORK

DR. MICHAEL MURPHY
PRESIDENT

WITNESSES

DR. MARCO ANTONIO CORTÉS GUARDADO
RECTOR OF THE UNIVERSITY CENTRE OF THE COAST

MTRO. ERNESTO FLORES GALLO
RECTOR OF THE UNIVERSITY CENTRE OF ART. ARCHITECTURE AND DESIGN

MTRA. NADIA PAOLA MIRELES TORRES
GENERAL COORDINATOR OF COOPERATION AND INTERNATIONALISATION

DRA. NUALA FINNEGAN
DIRECTORA DEL CENTRO DE ESTUDIOS MEXICANOS

DRA. ARMIDA DE LA GARZA
SENIOR LECTURER ON SCREEN MEDIA AND DIGITAL HUMANITIES