#### RG/ACC/182/2021





# COOPERATION IN RESEARCH AND HIGHER EDUCATION IN THE FIELD OF HIGHER EDUCATION

BETWEEN

Universidad de Guadalajara (Mexico)

AND

## West University of Timisoara (Romania)

In consideration of the need to enlarge and enforce cooperation in higher education and research between Mexico and Romania, as well as the need to provide contributions towards the development of future bilateral projects in research and higher education, the parties are proceeding to signing this Memorandum:

Universidad de Guadalajara, Avenida Juárez 976, C.P. 44100, Guadalajara, Jalisco, México, represented by its Rector General, Dr. Ricardo Villanueva Lomelí, assisted by the Secretary General, MSc. Guillermo Arturo Gómez Mata.

and

Universitatea de Vest din Timișoara, Bd. Vasile Pârvan 4, 300223 Timișoara, Romania, VAT nr. 4250670, represented by prof. univ. dr. Marilen Gabriel PIRTEA, Rector.

#### Article 1: Object of the Memorandum

The institutions signing this memorandum, which may be referred to in the following as the Parties, agree to cooperate in research and higher education.

The cooperation plan consists in:

- 1. the development of integrated scientific and teaching activities;
- 2. the development of student and staff mobility, for the purpose of teaching, training, research and study;

- 3. the mutual promotion of each Party's research and higher education programs;
- 4. Any others agreed upon by the Parties for the execution of this agreement. Special attention will be devoted to:
  - 1. joint activities in the field of higher education;
  - 2. study visits and research stays in the research centres and libraries of the other Party, both of academic staff, researchers and students, to deepen the scientific cooperation;
  - 3. organizing scientific events (conferences, workshops, etc.);
  - 4. teaching of courses and seminars by academic staff and researchers of the two Parties in the academic program of the other institution in the framework of exchange programmes;
  - 5. joint publications, promoting the publication of each Party's scientific publications into the language of the other Party, and exchanging of books and journals of each Party.

### Article 2: Exchange of Personnel and/or Students

In order to fulfil the cooperation projects, the Parties may agree to a temporary exchange of personnel and/or students, who will continue to be considered as employed/enrolled by the institution to which they originally belong also for the duration of the exchange. These exchanges will be organized through additional specific agreements of collaboration, complementary to the present bilateral agreement, which will include the terms and conditions for the mobility of personnel and/or students, as well as other logistical details.

Mobilities can be organized pending the approval of both parties, based on institutional regulations regarding such activities, with the students being responsible for all additional expenses in the exchange program, including, but not limited to transportation, housing, meals and health insurance. This article excludes exchanges under the framework of the Erasmus+ programme.

The Parties agree to financially support the programs, projects and activities that originate out of the present Agreement, according to the financial resources available.

Proposals for collaborative work under this Memorandum of Understanding will be submitted to the representatives designated by each institution to assure conformity with the aims and purposes expressed above.

#### Article 3: Duration and Amendments to the Memorandum

This Memorandum of Understanding is signed to promote cooperation between the two institutions with the objective of pursuing the objectives expressed in the preamble and it reflects the mutual intention of the parties to which they each honourably pledge themselves.

The competent authorities of the Parties shall sign agreements for the implementation of this memorandum, pertaining the cooperation matters covered by this agreement and/or the details of the cooperation for each academic year.

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.

The Parties agree to regulate through the corresponding specific agreement questions relative to the property rights arising from authorship of jointly elaborated materials and questions concerning ownership of industrial rights patents, certificates of invention, and registry of models, among others that might result from the cooperative research.

In the development of work programs both Parties promise to respect the norms in force and applicable to each of the Parties.

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.

This Memorandum of Understanding may be amended at any time by mutual consent. It shall be in effect for five years and be renewable for a further period of five years unless specifically terminated by either party. This memorandum may be modified only upon previous approval by the competent authorities of the Parties.

This Memorandum of Understanding is effective from the date of signature by both parties.

#### Article 6: Termination of the Memorandum

Each of the parties shall be entitled to terminate the Memorandum with a six months notice prior to the date of termination.

Signed in Guadalajara on the  $\frac{35.08.21}{1000}$ , in Signed in Timisoara on the  $\frac{21.04.22}{1000}$  in 4 (four) originals in English.

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Universidad de Guadalajara Dr. Ricardo Villanueva Lomelí,

Rector General

Universitatea de Vest din Timișoara Prof. Univ. Dr. Marilen Gabriel PIRTEA,

Rector

MSc. Guillermo Arturo Gómez Mata,

Secretary General

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