



4384/2021

SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS, 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 THE UNIVERSITY OF APPLIED SCIENCES AND ARTS NORTHWESTERN SWITZERLAND (FACHHOCHSCHULE NORDWESTSCHWEIZ), SCHOOL OF BUSINESS HEREIN REFERRED TO AS THE "FHNW" REPRESENTED IN THIS ACT BY ITS DIRECTOR, PROF. DR. RUEDI NÜTZI, PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"FHNW" DECLARES:

- I. That it is constituted through State Treaty of 27 October/9 November 2004 (Staatsvertrag der FHNW; s. <https://www.fhnw.ch/de/die-fhnw/organisation/media/staatsvertrag-fhnw.pdf>).
- II. That its representative is empowered to enter into this type of contracts, as established in competence regulation from 16 March 2021 (in PMS: <https://applications.inside.fhnw.ch/app/processes/Prozessdokumente/SE-FI%20Kompetenzregelung.pdf>).
- III. The objectives include, that the FHNW offers practice-oriented, professionally qualifying and research-based education at university level and facilitating the exchange of students, teachers and research from home and abroad. This is stated in the performance agreement and in Article 3 of the Staatsvertrag between the Cantons Aargau, Basel-Land, Basel-Stadt and Solothurn with FHNW. <https://www.fhnw.ch/de/die-fhnw/organisation/media/leistungsauftrag-fhnw-2021-2024.pdf>
<https://www.fhnw.ch/de/die-fhnw/organisation/media/staatsvertrag-fhnw.pdf>
- IV. That designates as responsible for the execution of this agreement the holder of the Coordination of Internationalization, or person to whom delegates functions.
- V. That the legal address is the property located at Bahnhofstrasse 6, 5210 Windisch, Switzerland.

"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 Honourable Congress of the State of Jalisco.



- II. That its stated aims are 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 and graduate students, in its on-site and/or virtual modalities.

SECOND. 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.

THIRD. 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.

FOURTH. The exchange of students under this Agreement 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.

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. The parties agree to consider as confidential all information related to the activities of the "UDEG" to which the "FHNW" has access, and vice versa, as a result of this agreement and which is not of a public nature.

SEVENTH. 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.

EIGHT. Both Institutions agree to exchange, under the terms of this Agreement, up to five students per academic semester. Any disparity in the number of students will be adjusted in the following year.

NINTH. At the end of the academic term and exam period 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.

TENTH. Students selected for the exchange will have the same academic and administrative rights and responsibilities applied by the host university to its own students. Exchange students must follow the regulations of the host university, and they will be held accountable in case of non-compliance. Their home university will be informed of any such non-compliance. Exchange students will not be eligible for a degree awarded by the host university as part of the exchange.

ELEVENTH. Both Parties agree that it is the responsibility of the exchange students to obtain the proper visas in their home country.

TWELFTH. 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.

THIRTEENTH. Each one of the Institutions of Agreement will provide academic advisory and counselling services to exchange students during their stay in the respective universities.

FOURTEENTH. The present Agreement will be valid for five years and will come into effect from the date of its joint signing. In the case of separate signatures, the date of the second will be taken as its initial date. This Agreement may be renewed, added to, or modified by mutual accord at least 6 months before its expiry date. In this case, the students who have been accepted by the Parties will not be affected and will be permitted to conclude their studies, respecting all the clauses of this agreement.

FIFTEENTH. The Parties state that the signing of the current Agreement and the



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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.


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 and Spanish, both versions with the same content and validity.

Place: Guadalajara, Jalisco, México

Date: 21 JUN 2021

UNIVERSIDAD DE GUADALAJARA


DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL


MSc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL

WITNESSES


MTRA. VALERIA VIRIDIANA PADILLA NAVARRO
COORDINATOR FOR INTERNATIONALIZATION

Place: Olten, Switzerland

Date: 06. August 2021

**UNIVERSITY OF APPLIED SCIENCES AND ARTS
NORTHWESTERN SWITZERLAND
(FACHHOCHSCHULE NORDWESTSCHWEIZ),
SCHOOL OF BUSINESS**


PROF. DR. RUEDI NÜTZI
DIRECTOR FHNW SCHOOL OF BUSINESS


PROF. ROBERT BUTTERY
HEAD OF INTERNATIONAL RELATIONS

