



**MEMORANDUM of UNDERSTANDING (MoU)
between
UNIVERSITY of GUADALAJARA (MEXICO)
and
QUEEN'S UNIVERSITY at KINGSTON (CANADA)**

The University of Guadalajara, (Mexico) 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 rights, 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 as stated in sections II and III of Article 5 of the Organic Law of the University the purposes of this University 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.
- III. 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.
- IV. 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.
- V. That indicates as legal domicile, the property located in the Juárez Avenue number 976, C.P. 44100 in Guadalajara, Jalisco.

Queen's University at Kingston (Canada) declares:

- I. That it is an educational institution, established as a body corporate by an imperial Royal Charter issued by Queen Victoria on October 16, 1841.
- II. Among its purposes is the charitable mission of post-secondary education, including engaging its students, staff and faculty in international learning and research, both at home and abroad.



- III. That its Board of Trustees is empowered to enter into contracts as established in its By-Law No.4, and to delegate this authority through its "Policy on Approval and Execution of Contracts and Invoices".
- IV. That its Policy on Approval and Execution of Contracts and Invoices designates this contract as an Academic Contract in the category of international Exchange Agreement for the exchange of students between institutions, requiring approval from its Vice-Provost International, represented by Sandra den Otter and execution on behalf of Queen's University at Kingston as evidenced by the signatures of i) its Provost and Vice-Principal Academic (or designate), and ii) the Dean(s) of Faculties involved.
- V. That it has a business mailing address at 99 University Avenue, Kingston Ontario Canada K7L 3N6.

University of Guadalajara, (Mexico) and Queen's University at Kingston (Canada), desiring to establish collaborative relations between the two institutions (hereinafter referred to as "both parties") to promote friendship and to co-operate in a mutually beneficial association, have agreed that:

1. Both parties shall encourage co-operation in any disciplines that are common to both institutions.
2. Both parties shall seek to promote collaborative activities such as:
 - exchange between both parties of:
 - Undergraduate students in "student-exchange" and/or "study-abroad" programs;
 - Post-graduate students pursuing research programs, who will benefit from access to expertise or resources available at the host institution;
 - Academic staff for purposes of fostering research collaborations;
 - Academic staff for purposes of interchange of teaching expertise;
 - Academic staff for the purpose of short-term visiting lectureships;
 - Administrative staff for purpose of transferring knowledge of administrative practices.
 - provision of briefing services by each institution for visitors from the other institution.
 - exchange of information and materials that are of mutual interest.
 - other forms of co-operation which the two institutions may jointly arrange.
3. Both parties shall decide through consultation the specific areas and details of co-operation



within the framework of this Memorandum of Understanding (MoU), and shall consult from time to time at the request of either institution for the purpose of reviewing the operation of this agreement.

4. Where both parties agree to implement a specific collaborative activity set out in clause 2, the details of the activity, financial arrangements and obligations of each institution will be covered in a written agreement or specific agreement, which will set out the mutually agreed terms settled through consultation between the two institutions and signed by duly authorized signatory of each institution. Each institution agrees that the written agreement or specific agreement signed will then be attached as a separate Appendix, which may from time to time be attached to this MOU.
5. This MoU shall become operative on signing and shall remain in force for a period of five (5) years.
6. This MoU may be amended and supplemented by agreement between the two institutions.
7. Either party may terminate this MoU or one or more of any Appendices attached to it, by giving six (6) months' notice in writing to the other institution. If terminated, any projects, training, or exchanges that may have commenced at either institution before the date of termination may be completed by special agreement between the two institutions.
8. Both Parties acknowledge that notwithstanding any wording in this MoU, neither this MoU as a whole nor any part(s) of it taken separately, are intended by them to constitute a legally binding contract or to be contractual in nature.
9. Any dispute concerning the application, interpretation or implementation of this Agreement shall be addressed solely through good faith consultation of the Parties, through their chosen representatives. Both Parties acknowledge and covenant to one another that they shall not refer any such dispute to a court, tribunal or any other third party for adjudication.
10. Both parties agree to consider as confidential all information related to the activities of the "University of Guadalajara" to which the "Queen's University at Kingston" has access, and vice versa, as a result of this agreement, and which is not of a public nature.
11. In signing this MoU, both parties jointly affirm that intellectual integrity; freedom of inquiry and exchange of ideas; and equal dignity of all persons must govern the actions of all members of the Universities.
In WITNESS HEREOF, both parties hereunto affix their signatures in duplicate, in English and Spanish, both versions with the same content and validity.



For, and on behalf of,
Queen's University at Kingston

For, and on behalf of,
University of Guadalajara

Sandra den Otter

Sandra den Otter
Vice-Provost (International)

[Signature]

Dr. Ricardo Villanueva Lomelí
Rector General

[Signature]

MSc. Guillermo Arturo Gómez Mata
Secretary General

Witnesses

[Signature]

Mtra. Valeria V. Padilla Navarro
Coordinator for Internationalization

6 July 2022

Date

9 JUN 2022

Date