



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSIDAD DE GUADALAJARA (UDEG), MEXICO

AND JORDAN UNIVERSITY OF SCIENCE AND TECHNOLOGY (JUST), IRBID, JORDAN

"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 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.

"JUST" DECLARES:

- I. That it is a public, state university, abbreviated as JUST.
- II. That the President is the highest executive authority and the legal representative of Jordan University of Science and Technology (JUST).
- III. That it is a technological, educational, scientific and research activities are within its domain.
- IV. That its representative is empowered to enter into this type of contracts, as established in 1986 by a royal decree which was issued on the 9th of August,1986 approving the establishment of Jordan University of Science and Technology (JUST) on the 1st, of September,1986.

- V. That designates as responsible for the execution of this agreement the holder of the Coordination of Internationalization, or person to whom delegates functions.
- VI. That its legal address is the property located in Ar Ramtha, P.O.Box 3030, Irbid 22110, Jordan.
 - 1. Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, Universidad de Guadalajara (UDEG), Mexico and Jordan University of Science and Technology (JUST), Jordan, have agreed to enter into this non-binding memorandum of understanding ("MoU") that enables them to work together in the pursuit of the objectives set out herein;
 - 2. This MoU establishes the framework through which the parties can foster and develop a cooperative relationship between them through such activities as:
 - Mobility of faculty and/or staff;
 - Mobility of graduate and/or undergraduate students;
 - Joint research activities and publications;
 - Participation in seminars and academic meetings;
 - Cooperation programs in virtual modality such as: Virtual Mobility; Mirror Classes;
 Collaborative Online International Learning (COIL), among others.
 - Exchange of academic materials and other information; and
 - Special short-term academic programs.
 - 3. The development and implementation of specific activities and projects based on this Memorandum of Understanding will be negotiated separately between faculties, schools or institutes which carry out the specific activities and projects. Prior to commencement of any such activity or project a specific agreement identifying all the terms and conditions will be drawn up and signed by both parties. Each party agrees to carry out the specific activities and projects in accordance with the laws and regulations of the respective countries after full consultation and approval.
 - 4. 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.
 - 5. 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.
 - 6. It is understood that development and implementation of any type of specific activities and projects, as outlined in Clause 2, shall depend upon the availability of resources and financial support of the parties concerned.
 - 7. Both parties will work jointly or separately toward the obtaining of financial resources from other institutions, government agencies and national and international organisms for the development of the activities relative to the corresponding specific agreements in the event

that said resources cannot be obtained either completely or partially by the parties.

- 8. The personnel designated by each party for the purpose of administering any activities that arise from this Agreement will maintain current employment status at their home university and will not be considered, in any way part of the visiting institution. The host university will not incur labor responsibilities regarding visiting personnel participants.
- 9. This MoU constitutes only the intention of the Parties for future cooperation and does not constitute or create, and is not intended to constitute or create, any legal binding or enforceable obligations.
- 10. 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.
- 11. In the development of work programs both Parties promise to respect the norms in force and applicable to each of the Parties.
- 12. This MoU may only be amended or modified by a written agreement signed by the representatives of each party.
- 13. This MoU is valid for a period of five (5) years from the date of signing by the authorized signatories of each party. Each party shall review the status of the Memorandum of Understanding at the end of the five-year period to determine whether it wishes the Memorandum of Understanding to continue, and if so, any modifications that might be necessary. The period of validity of this Memorandum of Understanding may only be extended by the mutual written consent of both parties.
- 14. This MoU may, at any time during its period of validity, be amended or terminated by one of the parties upon prior notice in writing not later than six months before the date of termination or amendment.
- 15. Any amendment or termination of the Memorandum of Understanding shall not have an effect on any specific activities or projects that are in accordance with Clause 3 and are already in place at the time that the notice is provided, unless it is agreed upon otherwise by both parties.
- 16. The parties may disclose certain confidential information to the other party in relation to any future proposal made under this Memorandum of Understanding. Each party therefore agrees that the content of this Memorandum of Understanding and the negotiations in relation to any future proposal remains strictly confidential and each party hereby undertakes not to disclose the same to any third party, save for its professional advisers, without prior written consent of the other party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).
- 17. The parties agree to consider as confidential all information related to the activities of the "UDEG" to which the "JUST" has access, and vice versa, as a result of this agreement and which is not of a public nature.

18. This MoU is concluded in duplicate in English with all the texts having equal legal force.

On behalf of Universidad de Guadalajara (UDEG) On behalf of

Khold J.

Signature:

President

Jordan University of Science and Technology (JUST)

Professor Khalid El-Salem hold-jord

August 24, 2021

Signature:

Dr. Ricardo Villanueva Lomelí

Rector General

Date:

Signature

MSc. Guillermo Arturo Gómez Mata

Secretary General

WITNESS

Signature

Mtra. Valeria Viridiana Padilla Navarro **Coordinator for Internationalization**

Date: