



**GENERAL AGREEMENT FOR ACADEMIC COLLABORATION**, EXECUTED BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, REPRESENTED IN THIS ACT BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, ASSISTED BY THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, WHICH WILL BE REFERRED TO AS "UDEG", AND BY **THE UNIVERSITY OF TOKYO, JAPAN** REFERRED TO AS "UTOKYO", REPRESENTED BY ITS PRESIDENT DR. FUJII TERUO (HEREINAFTER REFERRED TO AS THE "Parties"), PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

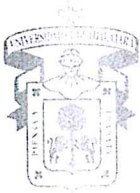
### STATEMENTS

"UTokyo DECLARES:

- I. That UTokyo is a national university founded in 1877 which became National University Corporation in April 2004 according to the National University Corporation Act (Act No. 112 of July 16, 2003). UTokyo is the oldest national university in Japan.
- II. That its stated aims are to be a world-class platform for research and education, contributing to human knowledge in partnership with other leading global universities. UTokyo aims to nurture global leaders with a strong sense of public responsibility and a pioneering spirit, possessing both deep specialism and broad knowledge. UTokyo aims to expand the boundaries of human knowledge in partnership with society.
- III. That UTokyo's President, Prof. Dr. FUJII Teruo, is the highest executive authority and the legal representative of UTokyo, therefore he is duly authorized by UTokyo to enter this Agreement, according to The University of Tokyo Guidelines on Concluding International Exchange Agreements, (The University of Tokyo Rules No. 207, June 18, 2004).
- IV. That for the purpose of this Agreement it has the following legal address: 7-3-1, Hongo, Bunkyo-ku, Tokyo 113-8654, Japan.

"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 according to Article 6, Section III of its Organic Law, 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 of the University of Guadalajara and its legal representative, conforming to that which is stipulated in Article 32 of the Organic Law.
- V. That the General Secretary, according to the 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 its legal address, the property located in Juárez Avenue Number 976, C.P. 44100 in Guadalajara, Jalisco.

### C L A U S E S

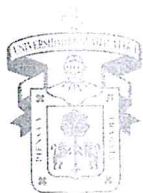
**FIRST.** The objective of this Agreement is to establish the criteria under which the "UDEG" and "UTokyo will jointly carry out academic, scientific, and cultural collaborative activities, for the enrichment of the educational functions they perform.

**SECOND.** Both Parties agree to initiate cooperation in the following areas:

- a) Exchange of students.
- b) Exchange of faculty and researchers.
- c) Conducting collaborative research.
- d) Design and organization of courses, conferences, symposia, amongst others, for the academic, scientific, and cultural benefit of both institutions.
- e) Exchange of publications and other materials of common interest.
- f) Other activities on which the Parties agree upon for the fulfilment of this Agreement.

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

**FOURTH.** The Parties agree that the proposed programs, projects, or work agreements that arise from this Agreement, will be the subject of separate and specific agreements.



**FIFTH.** The specific proposed Agreements 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.

**SIXTH.** In the case that research results impacting upon matters of intellectual property rights are expected to arise in the course of collaborative projects carried out under the clauses second above, the Parties shall discuss in good faith and agree in a separate document the conditions regarding the treatment of intellectual property rights so arising, prior to the start of the collaborative project in question and in accordance with the policies of each Party.

**SEVENTH.** The Parties will each designate their own personnel to administer the activities of this Agreement, including the continuation and proposed endorsement of specific collaborations.

**EIGHTH.** 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.

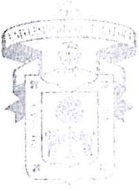
**NINTH.** In the development of work programs, both Parties promise to respect the norms in force and applicable to each of the Parties. Such activities shall be carried out in compliance with laws and regulations to be followed by the Parties concerned.

**TENTH.** The Parties agree that they will not be responsible for any damages, in the event that aforementioned activities in this document or in the specific task orders deriving from it cannot be completed due to the events beyond the reasonable control of the Parties, including but not limited to war, fire, flood, earthquake, epidemic, pandemic or acts of government. Activities could resume in the manner that both Parties determine, once said circumstances are resolved.

**ELEVENTH.** 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 host university. The host university will not incur labor responsibilities regarding visiting personnel participants.

**TWELFTH.** The Parties agree to consider as confidential all information related to the activities of the "UDEG" to which the "UTokyo" has access, and vice versa, as a result of this Agreement and which is not of a public nature and shall not disclose such confidential information without obtaining a prior written consent of the other Party.

**THIRTEENTH.** This Agreement will come into effect from the date of the final signature affixed below by the Parties hereto and will be valid for five years. In the case of separate signatures, the date of the second one, will be taken as its initial date. Either Party may terminate this Agreement during its term by giving six months advance written notice to the other Party. All current exchanges at the moment of its termination will nevertheless be fulfilled up to their end.



**FOURTEENTH.** This Agreement may be renewed or modified at any time during its validity with the written consent of both Parties, adhering to the necessary administrative procedures, obligating the Parties to the new stipulations, from the date of its signing.

**FIFTEENTH.** The Parties demonstrate good faith in signing this Agreement and accept the obligations contracted in it, agreeing to carry out all the necessary actions to fulfil them. If any discrepancy should occur over its interpretation, it will be resolved by mutual agreement.

Both Parties, having read the present document and with the understanding of the content and extent of each of its clauses, indicating the absence of malice, dishonesty, or any other reason to nullify their consent, this Agreement is signed in duplicate on the date and place indicated below, in English and Spanish, each of the versions being deemed original. In case of a conflict between the versions, the English version will prevail.



Place: Guadalajara, Jalisco, México

Date: 03 FEB 2022

UNIVERSIDAD DE GUADALAJARA

DR. RICARDO VILLANUEVA LOMELÍ  
GENERAL RECTOR

MSc. GUILLERMO ARTURO GÓMEZ MATA  
GENERAL SECRETARY

Place: Tokyo, Japan

Date: 13 / June / 2022

THE UNIVERSITY OF TOKYO

PROF. DR. FUJII Teruo  
PRESIDENT

WITNESSES

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO  
COORDINATOR OF INTERNATIONALIZATION

MTRO. LUIS GUSTAVO PADILLA MONTES  
CUCEA RECTOR

This page corresponds to the General Agreement for academic collaboration between The University of Tokyo and the University of Guadalajara, which consists of 15 clauses and 5 pages.