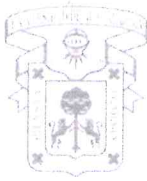


RG/ACC/278/2022

**MEMORANDUM OF UNDERSTANDING****BETWEEN****UNIVERSIDAD DE GUADALAJARA****(MÉXICO)****AND****INTERNATIONAL CENTRE FOR HIGHER EDUCATION INNOVATION UNDER THE
AUSPICES OF UNESCO****(PEOPLE'S REPUBLIC OF CHINA)****AUGUST 2022**

This Memorandum of Understanding (MOU) is made and entered into force on the 1st of August 2022.

BETWEEN

University of Guadalajara (Address: Av. Juárez No. 976, Colonia Centro, C.P. 44100, Guadalajara, Jalisco, México) (hereinafter referred to as 'UDEG')

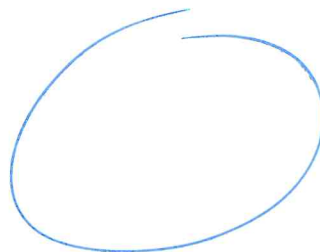
AND

International Centre for Higher Education Innovation under the auspices of UNESCO (address: No. 1088, Xueyuan Blvd., Nanshan District, Shenzhen 518055, P.R. China) (hereinafter referred to as 'UNESCO-ICHEI')

WHEREAS In accordance with a mutual desire to promote friendly relations, UNESCO-ICHEI and UDEG wish to set out their mutual collaboration intentions in this MOU.

THE PREVIOUSLY MENTIONED PARTICIPANTS GRANT THIS MEMORANDUM OF UNDERSTANDING IN ACCORDANCE WITH THE FOLLOWING:

1. Both institutions agree to encourage direct contact and cooperation between their faculty members, researchers, and students subject to the provisions of this MOU.
2. Both institutions agree to explore the possibility of cooperation in the fields of capacity building, teaching, research, and dissemination of knowledge to be agreed upon.
3. Both institutions agree to explore the possibilities of cooperation in one or more of the following:
 - 3.1 Organizing third party capacity building training programs;
 - 3.2 Participating in activities related to the International Institute of Online Education (IIOE);
 - 3.3 Facilitating international student scholarship programs;
 - 3.4 Exchanging information in fields of mutual interest;
 - 3.5 Collaborating on joint research activities;
 - 3.6 Participating jointly in consultancy activities
 - 3.7 Promote joint degree and credit transfer programs;
 - 3.8 Sharing invitations to scholars for lectures, talks, conferences, colloquia and symposia.
4. Within the field of Information and Communications Technologies ICT-driven higher education innovation, both institutions agree to explore the possibilities of cooperation in promoting the best practice related.
5. The topics of the joint activities, the conditions of use of the results obtained and the agreements for specific visits, exchanges and other forms of cooperation, established in this MoU, will be negotiated for each specific case through a specific agreement or agreement, signed exchange of notes, between the institutions, either by the undersigned or by their authorized officials/agents.



The specific agreements will describe, precisely and as appropriate, the activities to be carried out, the responsibility of each of the parties, the budget for each activity, definition of sources of financing, personnel involved, facilities and equipment to be used, work schedule, as well as everything necessary to accurately determine the purposes and scope of each of said agreements that will be the operative instruments of this agreement.

6. Both institutions understand that all financial arrangements will have to be negotiated and will depend on the availability of funds. Both institutions agree to cooperate in actively seeking external funding for activities of mutual interest, for example, for joint research, staff visits and student exchanges. Both institutions understand that this MOU does not bind them to any financial commitments or obligations.

7. Duration and validity

This MOU will enter into force on the date of its signature by the representatives of both institutions. It will be valid for three years in the first place and may be renewed for an additional period of three years by mutual consent in writing before the expiration date of this MOU, adhering to the applicable regulations, and through the corresponding legal instruments, forcing the parties to the new stipulations, from the date of signing.

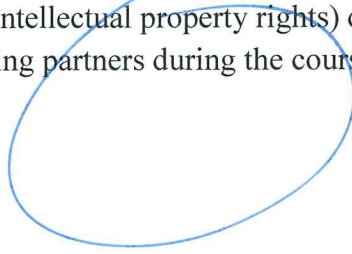
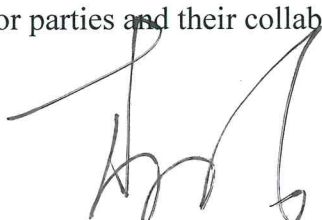
8. Contact Persons

The UDEG contact person, for the purposes of this collaboration, will be the Internationalization Coordination, through its head or person to whom functions are delegated by **Meiling Chen (Mariana)** at UNESCO-ICHEI. The change of the contact person must be notified in writing to another party 3 days in advance.

9. Intellectual Property Rights

Intellectual property rights will be in accordance with accepted international standards, *to wit*;

- a) All scientific data, materials, publications and other related information (files, records, documents and other work materials, including those on computer disks arising out of or connection with the joint activities), generated as a result of the activities under this MOU is the property of the respective party that has generated the data.
- b) Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed or created by a party or parties and their collaborating partners during the course of this MOU shall be



vested in the respective party or parties whose employee(s) first developed or created such intellectual property.

- c) Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

10. Force Majeure

Neither party shall be liable for any delay or default if such delay in performance or other failure to perform their respective obligations under this MOU is the result of an event of Force Majeure, which includes, but is not limited to, government restrictions, wars, floods, strikes, fire, epidemic.

11. Renewal and Amendment

This MOU may be subject to renewal by mutual consent of both parties. The agreement shall only be modified by a written amendment agreed to, and signed by, the parties hereto. Any such amendment shall be annexed as an addendum to the present agreement and shall form an integral part thereof.

12. Termination

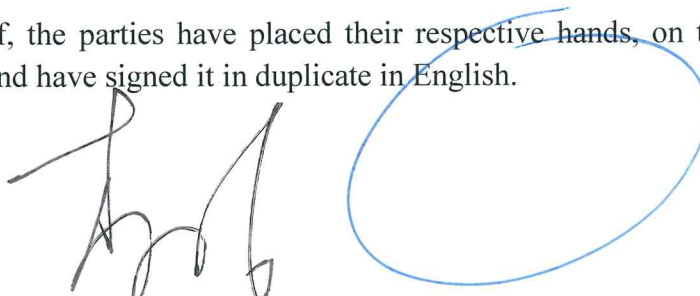
Either party could terminate this MOU by giving a notice of not less than six (6) months prior to termination. In the event of such termination, the implementation of the projects or programs established prior to such termination shall not be affected.

13. Resolution of Disputes

The parties declare that the signing of this agreement and the commitments contracted in it are the product of their good faith, for which they will carry out all the necessary actions for its due fulfillment. In the event of any dispute between the parties in connection with this MOU, the parties will use their best efforts to resolve such dispute amicably.

SIGNATURES

In witness whereof, the parties have placed their respective hands, on the date, day, and year mentioned above and have signed it in duplicate in English.

The block contains two handwritten signatures in black ink. To the right of the signatures is a large, hand-drawn blue circle, which appears to be a stamp or a placeholder for a seal.

SIGNED for and on behalf of:

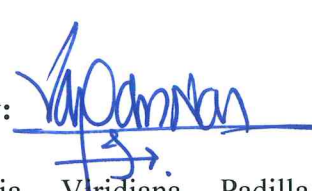
FOR: Universidad de Guadalajara



Dr. Ricardo Villanueva Lomeli
Rector General

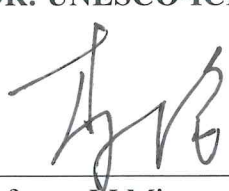
MSc. Guillermo Arturo Gómez Mata
Secretary General

Witnessed by:



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

FOR: UNESCO-ICHEI



Professor LI Ming
Director

Witnessed by:



Professor HAN Wei
Executive Deputy Director