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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 **UNIVERSITÄT HAMBURG, GERMANY** REFERRED TO AS "UHH", REPRESENTED BY ITS PRESIDENT, UNIV.-PROF. DR. HAUKE HEEKEREN; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"UHH" DECLARES:

1. **"THE UHH"** celebrated its one hundredth anniversary in 2019. One century ago, it was born of the spirit of democracy that swept Germany as the Weimar Republic was founded. On 28 March 1919, the new Hamburg Parliament passed a resolution to establish a university. It was the first parliament chosen by the citizens of Hamburg in a free and fair election, making **"UHH"** the first democratically founded university in Germany. It opened on 10 May 1919, and a concert in the music hall marked the occasion.
2. **"THE UHH"** is the largest institution for research and education in northern Germany. As one of Germany's largest universities, **"THE UHH"** offers a diverse range of degree programs and excellent research opportunities. **"THE UHH"** boasts numerous interdisciplinary projects in a broad range of fields and an extensive partner network of leading regional, national, and international higher education and research institutions.

"THE UHH's" legal address is Universität Hamburg, Mittelweg 177, 20148 Hamburg, Germany.

"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 Honorable 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



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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 criteria under which the “UDEG” and the “UHH” will jointly carry out academic, scientific and cultural collaborative activities, for the enrichment of the educational functions that are fulfilled.

Through this Agreement the Parties express their intention to facilitate the development of technical and educational cooperation, to foster advancement in joint research and to enhance educational and cultural understanding between the parties.

The Parties acknowledge their mission to protect and realize academic freedom, to contribute to the shaping of a peaceful and humane world, to foster the right to education, to promote gender equality, and to honor cultural diversity.

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

- a) Student exchange;
- b) Exchange of academic personnel;
- c) Development of research projects;



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- d) Cooperation programs in virtual modality such as: Virtual Mobility; Mirror Classes; Collaborative Online International Learning (COIL) among others.
- e) Design and organization of courses, conferences, symposia, degree programs and continuing education programs, amongst others, for the academic, scientific, and cultural benefit of both institutions;
- f) Exchange of publications and other materials of common interest;
- g) Other activities on which the Parties agree upon for the fulfilment of the present Agreement.

THIRD. The Parties agree to financially support the programs, projects and activities that originate out of the present 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 elevated to the category of specific agreements of collaboration and will be considered annexes to this Agreement, once signed by their representatives.

FIFTH. 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.

SIXTH. 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.

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.



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NINTH. In the development of work programs both Parties promise to respect the norms in force and applicable to each of the Parties.

TENTH. 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.

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 visiting institution. 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 "UHH" has access, and vice versa, as a result of this agreement and which is not of a public nature.

No Party may disclose to third parties any information, material or other matter received from the other Party identified as confidential or restricted, or which can be reasonably understood as such ("Confidential Information").

Confidential Information provided by the other Party, including in the form of records, documentation, data storage media and objects, is to be handled with care and shall be safeguarded until its return; it may only be utilized in accordance with the provisions of this Agreement and, in particular, may not be the subject matter of applications for industrial property rights. Confidential information shall be returned after the termination of this Agreement or withdrawal of a Party, as the case may be, at the request of the Party which made the Confidential Information available.

In case of withdrawal or determination of this Agreement, Confidential Information received from the other Party is to continue to be treated in confidence.

THIRTEENTH. 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. The Agreement will cease when the Parties agree, or when one of them communicates three months in advance and in writing to the other its desire to terminate it. Should there be any students in active exchange status, the Agreement may not be terminated until their completion.

FOURTEENTH. The present Agreement may be renewed or modified at any time during its validity with the consent of both Parties, adhering to the necessary administrative and legal procedure, 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 actions necessary to fulfil them.



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If there is any dispute, the Parties agree to negotiate in good faith and in the first instance the dispute shall be referred to the relevant institutional authority of each Party, who shall endeavor to resolve the dispute within 30 days.

Any dispute, which cannot be resolved by the senior representatives of each Party, will be referred to arbitration at a forum agreed to by the Parties. Any decision made by the selected arbitrator will be binding on the Parties. The costs of arbitration will be borne equally by the Parties unless otherwise agreed.

Should any clause in this Agreement be determined to be or become invalid or unenforceable in full or in part, such determination shall not affect the validity of the other clauses of the Agreement or the remaining parts of the clause concerned. The Parties shall negotiate in good faith to replace any invalid clause with an effective one which conforms as far as possible to the original purpose of the invalid clause and shall amend this Agreement accordingly in writing.

SIXTEENTH. The Parties agree that the joint research, academic exchange, and other academic collaboration shall be used only for gaining and utilizing any knowledge gained and its practical application for peaceful purposes and the foundations and development of teaching and studies.

In this context, the Parties agree that all data, material, and knowledge gained from their collaboration, whether deliberately or by coincidence, shall be used for purely civilian and peaceful purposes and in full observance of human rights. These shall not be shared or further developed for military purposes.

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 document is signed in duplicate, in English, both versions with the same content and validity.

Place: Guadalajara, Jalisco, México

Date: 05 MAY 2022

Place: Hamburg

Date: 9.8.2022

UNIVERSIDAD DE GUADALAJARA

DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

UNIVERSITÄT HAMBURG

UNIV.-PROF. DR. HAUKE HEEKEREN
PRESIDENT





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MSc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL

WITNESSES

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO
COORDINATOR FOR INTERNATIONALIZATION