

## MEMORANDUM OF UNDERSTANDING

BETWEEN:

VIRGINIA COMMONWEALTH UNIVERSITY, USA

AND

UNIVERSIDAD DE GUADALAJARA, MEXICO

Virginia Commonwealth University, an entity of the Commonwealth of Virginia as codified in Virginia Code § 23.1-2300 declares that its representative is empowered to enter into this type of memorandum of understanding, as established in the VCU Board of Visitors policy Delegation of Signatory Authority and that it is located at 901 W. Franklin St, Richmond, VA 23284-2512.

Universidad de Guadalajara declares 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 Honorable Congress of the State of Jalisco; 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; 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; that indicates as legal domicile, the property located in the Juárez Avenue number 976, C.P. 44100 in Guadalajara, Jalisco.

Virginia Commonwealth University and Universidad de Guadalajara, wishing to enhance relations between the two institutions and to develop academic and cultural exchange to advance the discovery of new knowledge, creative expression and innovation, enhance teaching and learning, and strengthen the positive impact on their communities, agree to work together toward the internationalization of higher education at their respective institutions.

The areas of cooperation will include discussion of programs to be potentially offered by either institution which might be desirable and feasible for the development and strengthening of cooperative relationships between the two institutions. Both Parties agree to discuss cooperating in the following areas:

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

- e) Exchange of publications and other materials of common interest;
- f) Other activities on which the Parties agree upon for the fulfilment of the present Agreement.

Any specific program offering shall be subject to mutual consent as codified in separate written agreements, the availability of funds, and approval of any appropriate regulatory entities.

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 detailed in separate agreements when necessary.

The specific proposed agreement should 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.

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.

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

The parties agree that no program or activity will be commenced prior to execution of appropriate written agreements by responsible officials of each entity.

The Parties agree that they will not be responsible for damages, in the event that aforementioned activities in this document cannot be completed due to unforeseen circumstances. Activities could resume in the manner that both Parties determine, once said circumstances are resolved.

The personnel designated by each party for the purpose of administering any activities that arise from this Agreement will not be considered, in any way an employee of the visiting institution. The host university will not incur labor responsibilities regarding visiting personnel participants.

This agreement shall be effective upon approval by both parties and shall remain in effect for an initial period of three (3) years. This agreement may be renewed for set terms of one to three years thereafter upon written agreement of the parties. Either party may terminate this agreement upon three months written notice to the other party. Should there be any students in active exchange status upon termination, the Parties will cooperate to find a mutually agreeable solution to enable the active students to complete their respective programs.

This agreement is drawn up in four original copies, two in English and two in Spanish, with the English version serving as the controlling version in the event of conflict.

Place: Guadalajara, Jalisco, México.

Date: April 4th, 2022

Place: Guadalajara, Jalisco, México.

Date: April 4th, 2022

For Virginia Commonwealth University

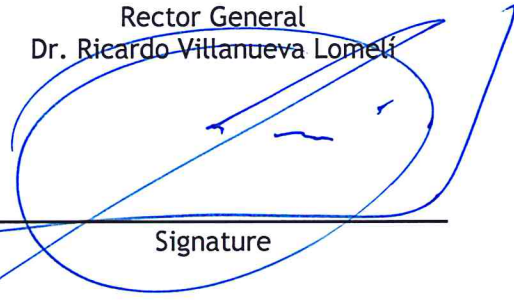
Dr. Michael Rao



Signature

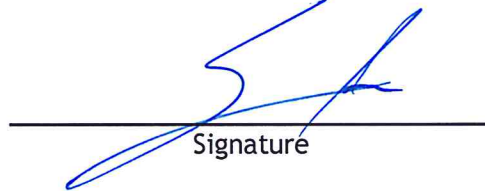
For Universidad de Guadalajara

Rector General  
Dr. Ricardo Villanueva Lomeli



Signature

MSc. Guillermo Arturo Gómez Mata  
Secretario General



Signature