



R818661743 / 2023

29.01.2023

**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 PHILIPPS UNIVERSITÄT MARBURG, GERMANY, REFERRED TO AS "UMR", REPRESENTED BY ITS PRESIDENT, PROF. DR. THOMAS NAUSS; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:**

### STATEMENTS

**"UMR" DECLARES:**

- I. That it is a public higher education institution in the State of Hesse, Germany. Conforming with the Hessian Higher Education Act (HessHG) from December 14, 2021 in its most current version effective as of April 22, 2022.
- II. That, according to §3(1) HessHG, institutions of higher education shall serve the cultivation and development of the sciences and arts and the realisation of the right to education through research, artistic creation, teaching, study and further education in a free, democratic and social constitutional state. They shall promote the provision and production of freely accessible scientific publications, research results and learning content. Scientific knowledge gained should be able to be further developed and used in the interest of society.
- III. That the President is the highest executive authority and the legal representative of Philipps-Universität Marburg as stipulated in §44 of the HessHG with full signing authority.
- IV. That its primary location and legal registration is located at Biegenstrasse 10, 35037 Marburg, 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 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 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 “UMR” will jointly carry out academic, scientific and cultural collaborative activities, for the enrichment of the educational functions that are fulfilled.

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

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

**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 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, at least 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.

**THIRTEENTH.** 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.

**FOURTEENTH.** 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. If a discrepancy should occur over its interpretation, it will be resolved by mutual accord.

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:

24 MAY 2023

Place: Marburg, Germany

Date:

27. JULI 2023

UNIVERSIDAD DE GUADALAJARA

PHILIPPS UNIVERSITÄT MARBURG

DR. RICARDO VILLANUEVA LOMELÍ  
RECTOR GENERAL

PROF. DR. THOMAS NAUSS  
PRESIDENT

MSc. GUILLERMO ARTURO GÓMEZ MATA  
SECRETARY GENERAL





Philipps



Universität  
Marburg

WITNESSES

**MTRA. VALERIA VIRIDIANA PADILLA  
NAVARRO**  
COORDINATOR FOR  
INTERNATIONALIZATION

**PETRA KIENLE**  
HEAD OF THE INTERNATIONAL OFFICE