



RG/ACC/005/2024



093/2024

GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, EXECUTED BY **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 **DOUGLAS COLLEGE, CANADA**, REFERRED TO AS "DOUGLAS COLLEGE", REPRESENTED BY ITS CEO AND PRESIDENT, DR. KATHY DENTON; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"DOUGLAS COLLEGE" DECLARES:

- I. That it is a body corporate, designated by order-in-council pursuant to the *College and Institute Act, R.S.B.C. 1996, c. 52*.
- II. That its representative is empowered to enter into this type of agreement and has the authority to sign official documents by virtue of holding the position of President and CEO.
- III. That designates as responsible for the execution of this agreement the AVP International Education, or the person to whom delegates functions.
- IV. That the legal address is the property located at 700 Royal Avenue, New Westminster, British Columbia, V3M 5Z5, Canada.

"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 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 the execution of the decree number 15319 of the Honorable Congress of the State of Jalisco.
- II. As stated in sections II and III of Article 5° of the Organic Law of the University, its purposes 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.



- 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 provisions 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 “UDEG” and “Douglas College” will jointly carry out academic, scientific and cultural collaborative activities, for the enrichment of the educational functions that are fulfilled.

SECOND. Both Parties agree that they may carry out cooperative actions 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; and 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; and
- g) Other activities on which the Parties agree for the fulfillment 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 the present Agreement, will be elevated to the category of specific agreements of collaboration and will be considered annexes to the present Agreement, once signed by their representatives.

FIFTH. The specific 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 the 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 present 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 if 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, if aforementioned activities in the present Agreement 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 to jointly administer any activities that arise from this Agreement will maintain the current employment status at their home institution and will not be considered, in any way part of the visiting institution. The personnel will continue under the absolute direction and dependence of the Party with which they have established their labor relationship or have been hired, so there will be no relationship whatsoever with the other Party, and in no case may they be considered substitute employers, and therefore, each of them assumes the responsibilities that correspond to them as a result of such relationship. The host institution will not incur labor responsibilities regarding visiting personnel participants.



TWELFTH. The Parties agree to consider as confidential all information related to the activities of "UDEG" to which "Douglas College" has access, and vice versa, as a result of this Agreement and which is not of a public nature.

THIRTEENTH. This Agreement will be valid for five (5) 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. If there were ongoing collaborative actions, the Agreement may not be terminated until their completion.

FOURTEENTH. This 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 present 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 this Agreement 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 present Agreement is signed in duplicate, in English and Spanish, both versions with the same content and validity.

Place: Guadalajara, Jalisco, Mexico

Date: 06 FEB 2024

Place: British Columbia, Canada

Date: 06 FEB 2024

UNIVERSIDAD DE GUADALAJARA

DOUGLAS COLLEGE


DR. RICARDO VILLANUEVA LOMELÍ
 RECTOR GENERAL


DR. KATHY DENTON
 CEO AND PRESIDENT


MSc. GUILLERMO ARTURO GÓMEZ MATA
 SECRETARY GENERAL



WITNESSES

A handwritten signature in blue ink, appearing to read 'Héctor Solís Gadea'.

DR. HÉCTOR RAÚL SOLÍS GADEA
EXECUTIVE VICE-RECTOR

A handwritten signature in blue ink, appearing to read 'Leonel Roldán-Flores'.

LEONEL ROLDÁN-FLORES
ASSOCIATE VP, INTERNATIONAL EDUCATION

This signature sheet corresponds to the GENERAL AGREEMENT FOR ACADEMIC COLLABORATION between the University of Guadalajara, Mexico and the Douglas College, Canada, which consists of a total of five (5) pages.

