



Ref: UO 23 / 2024



1283/2024

SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS, EXECUTED BY UNIVERSIDAD DE GUADALAJARA, MEXICO, HEREIN REFERRED TO AS "UDEG", REPRESENTED IN THIS ACT BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, AND THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, AND OSNABRÜCK UNIVERSITY, HEREIN REFERRED TO AS "UOS", REPRESENTED IN THIS ACT BY ITS PRESIDENT PROF. DR. SUSANNE MENZEL-RIEDL, NEUER GRABEN 29, 49074 OSNABRUECK, GERMANY, PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"UOS" DECLARES:

- I. Constituted through the Law on the Organization of Universities Oldenburg and Osnabrück (Gesetz über die Organisation der Universitäten Oldenburg und Osnabrück) of December 3, 1973 (entry into force: December 5, 1973).
- II. That its representative is empowered to enter into this type of agreements, as established in Article 38 (1) of the Lower Saxony Higher Education Act (Niedersächsisches Hochschulgesetz – NHG).
- III. Among its purposes is the cultivation and development of the sciences and arts through research, teaching, study and further education in a free, democratic and social constitutional state, as well as the promotion of international cooperation in higher education and of exchange between German and foreign higher education institutions, with particular regard to the interests of foreign students.
- IV. That designates as responsible for the execution of this agreement the Director of the International Office, Mr. Malte Paolo Benjamins, M. Sc., Neuer Graben 27, 49074 Osnabrück, Germany, phone: +49 541 969 4972, mail: malte.paulo.benjamins@uni-osnabrueck.de
- V. That the legal address is the property located at Osnabrück University, Neuer Graben 29, 49074 Osnabrück, 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 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 15,319 of the Honorable Congress of the State of Jalisco.



- II. That its stated aims 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, 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 provisions 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 basis for an exchange program for undergraduate and graduate students between both universities, in its on-site and/or virtual modalities.

SECOND. The academic extension programmes of the University of Guadalajara and those offered by its Productive Entities, such as the *Colegio de Español y Cultura Mexicana* and the *Sistema Corporativo Proulex-Comlex*, are not included in this specific agreement for the exchange of students.

THIRD. Each party will select and nominate students to participate in this exchange program, in accordance with the procedures and requirements set forth by the host university. Admittance of exchange students remains within the discretion of the host university.

FOURTH. The exchange of students under this Agreement will take place in accordance with the academic calendar of each university, and may last for one semester or a full



academic year or when the academic program requires it, for a shorter duration, subject to agreement between both universities.

Students selected for this exchange program will be allowed to select and take courses at the host university, provided that the courses correspond to the same level and/or are equivalent to those offered by their home university.

FIFTH. The home university will submit the required certified documents of the students selected to the host university, for information and admittance purposes, by the deadline set by the host university.

SIXTH. The parties agree to consider as confidential all information related to the activities of "UDEG" to which "UOS" has access, and vice versa, as a result of this agreement and which is not of a public nature.

SEVENTH. Students participating in this exchange program will pay registration and tuition fees to their home university. The host university will not charge them for these items. At Osnabrück University, however, all students (locals and international) must pay a "social fee" per semester (including a semester ticket for free use of public transport in Osnabrück) that cannot be waived.

EIGHT. Both Institutions agree to exchange, under the terms of this Agreement, up to four (4) students per academic semester. Any disparity in the number of students will be adjusted in the following year.

NINTH. At the end of the academic term and exam period, the host university will send the home university an official transcript of the grades obtained by each exchange student. The conversion of academic records will be made according to the home institution's regulations and criteria. If so requested, the host university will provide course descriptions and résumés of the professors who taught the courses attended by the exchange students, as well as information about the grading and evaluation system used.

TENTH. Students selected for the exchange will have the same academic and administrative rights and responsibilities applied by the host university to its own students. Exchange students must comply with the regulations and laws of the host university, and they will be held accountable in case of non-compliance with this section, in such case their home university will be informed. Exchange students will not be eligible for a degree awarded by the host university as part of the exchange.

ELEVENTH. Both Parties agree that it is the responsibility of the exchange students to obtain the proper visas in their home country.

TWELFTH. The exchange students will be responsible for all additional expenses in this exchange program, including, but not limited to, transportation, housing, meals and health insurance.



THIRTEENTH. Each one of the Institutions of Agreement will provide academic advisory and counselling services to the exchange students during their stay in the respective universities.

FOURTEENTH. The present Agreement will be valid for five (5) years and will be renewed for a single further 5 year period if neither of the two contractual partners has given written notice of cancellation at least (6) six months before the contract expires. It 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. This Agreement may be renewed, added to, or modified by mutual accord at least six (6) months before its expiry date. In this case, students who have already been accepted by the parties will not be affected and will be allowed to complete their stay at the receiving institution, respecting all the applicable clauses of this agreement to that effect.

FIFTEENTH. The Parties state that the signing of the current Agreement and the commitments contained therein, are made in good faith and, therefore they will undertake all actions necessary for its proper execution; any discrepancy in the interpretation of the agreement will be resolved by common accord.

Having read this document, both Institutions being aware of the contents and extent of each clause, and affirming that there is no deceit, reticence, or any other reason that might corrupt its approval, both Institutions sign in duplicate, in English , both versions with the same content and validity.

Place: Guadalajara, Jalisco, México.
Date: *14 de Febrero de 2024*

Place: Osnabrück, Germany.
Date: *17th April 2024*

UNIVERSIDAD DE GUADALAJARA

OSNABRÜCK UNIVERSITY

[Signature]
DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

[Signature]
PROF. DR. SUSANNE MENZEL-RIEDL
PRESIDENT

[Signature]
MSc. GUILLERMO ARTURO GÓMEZ
MATA
SECRETARY GENERAL



W I T N E S S

MTRA. VALERIA VIRIDIANA PADILLA
NAVARRO
COORDINATOR FOR
INTERNATIONALIZATION

This signature sheet corresponds to the SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS between University of Guadalajara, Mexico, and Osnabrück University, Germany, which consists of a total of five (5) pages. -----

5

