



SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS AND ACADEMIC PERSONNEL, EXECUTED BY THE UNIVERSIDAD DE GUADALAJARA, MEXICO, HEREIN REFERRED TO AS "UDEG", REPRESENTED IN THIS ACT BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, ASSISTED BY THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, AND BY THE IMC FACHHOCHSCHULE KREMS GmbH, AUSTRIA HEREIN REFERRED TO AS "FH-KREMS", REPRESENTED BY ITS CEO, DR. KARL C. ENNSFELLNER; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"FH-KREMS" DECLARES:

- I. That it is a legal person (GmbH) under Austrian private law.
- II. That its representative is empowered to enter into this type of contracts, as established in (which type of document) the Austrian Law on limited liability companies (GmbH-Gesetz).
- III. That among its purposes (of the institution) is the engagement with questions concerning the future of society and business; the development and implementation of innovative, sustainable solutions and educational offerings that generate local, national and global benefits and the constant development and contribution to continuous improvement in the quality of teaching and research.
- IV. That designates as responsible for the execution of this agreement the holder of the Coordination of Internationalization, or person to whom delegates functions That its legal address is the property located at Piaristengasse 1, A-3500 Krems, Austria.

"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 Honourable 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 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 address, 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, graduate students and academic personnel, in its on-site and/or virtual modalities.

Exchange of Undergraduate and Graduate Students

SECOND. 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. Students must have successfully completed at least one academic year at their home university before their exchange semester and they must meet language proficiency requirements as established by the host University. Admittance of exchange students remains within the discretion of the host university.

THIRD. The exchange of students under this program will take place in accordance with the academic calendar of the host university, and may last one semester or for up to a full academic year as required by each academic program.

FOURTH. 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. Exchange students will not be eligible for a degree awarded by the host university as part of the exchange.



FIFTH. Information on available courses, course selection and language proficiencies for exchange students hosted by IMC UAS Krems is stated on the official web-site (<https://www.fh-krems.ac.at/en/international-focus/exchange-semester-at-imc-krems/#course-selection>).

Information on available courses for exchange students hosted by UDEG is stated on the following web-sites: <http://www.pregrado.udg.mx/>, <https://www.udg.mx/es/oferta-academica> and <http://consulta.siiiau.udg.mx/wco/scpcata.menu>. Course selection will be subject to the availability of space in each of the subjects selected by the exchange student. Course registration is done upon arrival. The minimum level of Spanish required is B1.

The home institution determines which courses of study are academically suitable for each of its students. Each institution will provide individual academic counselling for its students in the areas of their study, as appropriate.

SIXTH. The home university will submit the required certified documents of the students selected to the host university via e-mail, for admittance purposes, by the deadline set by the host university.

SEVENTH. Information on application deadlines for nominations and applications for incoming student candidates to IMC UAS Krems can be found on the official web-site (<https://www.fh-krems.ac.at/en/international-focus/exchange-semester-at-imc-krems/#application>). For students coming to UDEG, the deadline for nomination and student application for the January-June semester is late October, and for the August-December semester is late May.

EIGHTH. 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. Mandatory Austrian student union fees have to be collected by the FH Krems from all exchange students (currently ~ 20,20 EUR per semester).

NINTH. Both Institutions agree to exchange, under the terms of this Agreement, up to four students per academic year. Any disparity in the number of students will be adjusted in the following year upon mutual agreement.

TENTH. At the end of the academic term the host university will send the home university an official transcript of the grades obtained by each exchange student via e-mail. 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 attended by the exchange students, as well as information about the grading and evaluation system used.

ELEVENTH. 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 follow the regulations of the host university, and they will be held accountable in case of non-compliance. Each university reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of established regulations. The dismissal of a



participant shall not abrogate the agreement for the arrangements regarding other participants. Their home university will be informed of any such non-compliance.

TWELFTH. The exchange students will be responsible for all additional expenses in this exchange program, including, but not limited to, transportation, housing, meals and necessary insurances (e.g. health-, accident- and/or any other, liability insurance). Each exchange student shall be solely responsible for taking out any insurance which is compulsory or needed individually.

THIRTEENTH. It is the responsibility of the exchange students to obtain the proper visas in their home country.

FOURTEENTH. The host university will provide academic advisory and counselling services to exchange students during their stay. The host university will provide pre-departure and arrival information, visa and insurance requirement information, information on housing options and other programme-related assistance as deemed appropriate and as normally available to enrolled students. The host university will also provide orientation for students upon arrival. As full-time students, exchange students will have access to learning resources and services including the library, computer labs, health and sports programmes, appropriate academic counselling and advising, assistance in selecting and enrolling in courses and the institution's grievance and complaint process.

FIFTEENTH. There shall be no discrimination on any ground in either the selection of students for participation in the programme or as to any aspect of the programme.

SIXTEENTH. If either university becomes aware of any emergency situation involving an exchange student, the host university further agrees to notify the home university without undue delay.

Exchange of Academic Personnel

SEVENTEENTH. Both institutions agree to revise annually the number of academics sent and received.

EIGHTEENTH. The Universities according to their abilities can help the academic exchange personnel to obtain resources to cover their transportation expenses, housing, meals and health insurance.

The home university is responsible for paying the academic personnel their salary.

NINETEENTH. The academic personnel participating under this Agreement, will make the necessary arrangements according to the current regulations of each party,



to receive authorization to leave their academic activities for the period of academic stay at the host university.

TWENTIETH. The academics participating in the program will be responsible for all additional expenses, such as transportation, housing, meals and necessary insurances.

TWENTY-FIRST. Both Parties agree that academic personnel participating in the exchange will maintain their work relationship with their home university.

TWENTY-SECOND. The host university will give the visiting academic personnel an official letter stating the activities performed at the host university once the stay is concluded.

Common Provisions

TWENTY-THIRD. The academic extension programs of the UDEG offered by its university enterprises, the Colegio de Español y Cultura Mexicana and the Sistema Corporativo PROULEX - COMLEX are not included in this Agreement.

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

TWENTY-FIFTH. This Agreement will become valid upon its joint signature and will be valid for five years. In case it is signed separately, its date of validity will conform to the latter signature. This Agreement can be renewed, extended and/or modified if both Parties agree to such changes and do so at least 6 months prior to its date of expiry. Each party may terminate the contract at any time, after giving at least 6-months-notice to the other party. Exchange students who are already nominated and accepted by the host university shall not be affected by the termination of the agreement.

TWENTY-SIXTH. 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, sign the agreement in duplicate, in its English version, both versions with the same content and validity.



Place: Guadalajara, Jalisco, México
Date: 0 JUN 2021

Place: Krems, Austria
Date:

**ON BEHALF OF THE UNIVERSIDAD DE
GUADALAJARA:**

**ON BEHALF OF FACHHOCHSCHULE
KREMS:**


DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL


DR. KARL C. ENNSFELLNER
CEO


MSc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL


PROF. (FH) DR. MARTIN K.J. WAIGUNY
ACADEMIC HEAD

WITNESSES


MTRA. VALERIA VIRIDIANA PADILLA NAVARRO
COORDINATOR FOR INTERNATIONALIZATION


MAG. (FH) IRIS WARINGER, MSc
HEAD
INTERNATIONAL RELATIONS