

SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS AND ACADEMIC PERSONNEL 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 MEDICAL UNIVERSITY OF GRAZ, AUSTRIA, HEREIN REFERRED TO AS "MED UNI GRAZ", REPRESENTED IN THIS ACT BY THE VICE RECTOR OF RESEARCH AND INTERNATIONAL AFFAIRS, UNIV.-PROF. PRIV.-DOZ. DR.MED.UNIV. MBA CHRISTIAN ENZINGER, AND THE VICE RECTOR OF STUDIES AND TEACHING, AO.UNIV.-PROF. MAG. DR. DR. ERWIN PETEK; AS PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"Med Uni Graz" DECLARES:

- I. Constituted through Universities Act 2002, Federal Law Gazette I No. 120/2002, and the Statute of the Medical University of Graz.
- II. That the Rector and the Rectorate are the senior governing bodies and the legal representatives of the Med Uni Graz, conforming to that which is stipulated in § 20 Universities Act 2002, Federal Law Gazette I No. 120/2002 in the respective current version.
- III. That its representatives are empowered to enter into this type of agreements, as established in § 3 of the Statute of the Medical University of Graz in the respective current version and the rules of procedure issued by the rectorate.
- IV. The portfolio of the Med University of Graz is characterized by innovative and practice-oriented education in the fields of medicine, dentistry, nursing science, interprofessional health care studies and doctoral programs, forward-thinking and excellent research and first-class and personalized patient care. The university follows the biopsychosocial model, which focuses on all aspects of the human being, whose problems arise within a specific environment.
- V. That designates as responsible for the execution of this agreement the Director of the International Office, or person to whom delegates functions.
- VI. That the legal address is the property located at Neue Stiftingtalstrasse 6, 8010 Graz, 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 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.

- II. That its stated aims are to train and update technicians, high school diploma holders, professional technicians, professionals, graduates and other human resources that are required for 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 for 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 Universidad de Guadalajara, conforming to what is stipulated in article 32° of the Organic Law.
- V. That designates as responsible for the execution of this agreement the holder of the Coordination of Internationalization, or person to whom delegates functions.
- VI. That indicates as legal domicile, the property located in Juárez Avenue number 976, Colonia Centro, Postal Code 44100 in Guadalajara, Jalisco, Mexico.

C L A U S E S

FIRST. The objective of the present Agreement is to establish the basis for an exchange program for 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. Admittance of exchange students remains within the discretion of the host university. UDEG students participating in the exchange program must be nominated no later than 5 months prior to the supposed start of the exchange program.

Relevant information include:

- Application form of the host institution with the participants' names as stated in their passports;
- Copy of passport showing number, validation, name and photo;
- CV
- Language certificates;
- Proof of comprehensive health insurance coverage (at least 30,000 Euros).

THIRD. The exchange of students under this program will take place in accordance with the academic calendar of the host university, and may last for one (1) semester or a full academic year, or when the academic program requires it, for a shorter duration, subject to agreement between both universities.

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.

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

SIXTH. 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. Med Uni Graz enrolls UDEG students. For enrollment, the enrollment deadlines have to be met and the mandatory payment of the student union fee is required.

SEVENTH. Both Institutions agree to exchange, under the terms of this Agreement, up to two (2) students per academic semester. Any disparity in the number of students will be adjusted in the following year.

EIGHTH. At the end of the final exam period and the academic term, the host university will provide the students or 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.

NINTH. 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.

TENTH. Both institutions agree that it is the responsibility of the exchange students to carry out immigration procedures to obtain the proper visas in their home country. After successful placement of the candidate, the host institution sends an official invitation letter for each exchange student via email. The official invitation letter should contain the details of final acceptance in order to help each exchange student to obtain the visa. After obtaining the required visa, each candidate is required to send a notification by email to the host institution containing the exact date, time and way of their arrival. This email must be sent at least 2 weeks prior to the beginning of the exchange program.

ELEVENTH. 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.

TWELFTH. Each of the institutions of this agreement will provide academic advisory and counselling services to exchange students during their stay in their respective universities.

THIRTEENTH. The exchange students must have knowledge of the language in which classes will be taught (Spanish/German). Only exchange students with a minimum of B1 German language skills are permitted to participate in the exchange program at Med Uni Graz.

FOURTEENTH. Exchange students require a signed Learning Agreement, confirming their exchange program, prior to their stay at Med Uni Graz or UDEG. In exceptional cases and with the approval of Med Uni Graz, the signatures of the host institution for outgoing students from Med Uni Graz to UDEG may be obtained at the beginning of the stay.

Exchange of Academic Personnel

FIFTEENTH. Both institutions agree to revise annually the number of academic personnel sent and received.

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

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

SEVENTEENTH. The academic personnel participating under this Agreement, will make the necessary arrangements according to the current regulations of their home institution, to receive authorization to leave their academic activities for the period of the academic stay at the host university.

EIGHTEENTH. The academic personnel participating in the exchange program will be responsible for all additional expenses, such as transportation, housing, meals and international health insurance.

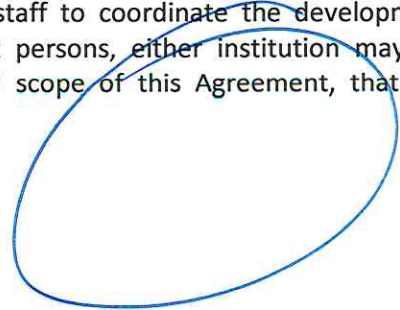
NINETEENTH. Both Parties agree that academic personnel participating in the exchange will maintain their work relationship with their home university.

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

TWENTY-SECOND. In order to carry out and fulfill the aims of this Agreement, UDEG and Med Uni Graz will appoint an appropriate person from their staff to coordinate the development and conduction of joint activities. Through these contact persons, either institution may present proposals for activities related to the objectives and scope of this Agreement, that shall be negotiated and established.



The coordinators will be equally responsible for the evaluation of activities under this Agreement according to the established practices in their respective institutions.

Coordinator at UDEG	Coordinator at Med Uni Graz
<p>Name: Mtra. Valeria Viridiana Padilla Navarro</p> <p>Position: Coordinator for Internationalization</p> <p>Address: Manuel López Cotilla 1043, Colonia Americana, Postal Code 44100, Guadalajara, Jalisco, México.</p> <p>Phone: +52 (33) 3134 2222 ext. 12941</p> <p>Email: coordinaciondeinternacionalizacion@udg.mx</p>	<p>Name: Mag. Heidrun Mörtl</p> <p>Position: Director, International Office</p> <p>Address: International Office, Neue Stiftingtalstrasse 6, WEST Q/6, 8010 Graz, Austria.</p> <p>Phone: +43 316 385 73674</p> <p>Email: Heidrun.moertl@medunigraz.at</p>

TWENTY-THIRD. In this Agreement, “Confidential Information” means all information previously or subsequently disclosed to the Parties or observed by the Parties that relates to this Agreement that is identified as being proprietary and/or confidential; or, by the nature of the circumstances surrounding its disclosure, reasonably ought to be treated as proprietary and confidential.

Information and data that is considered proprietary by either Party and which is delivered or disclosed to the other Party subsequent to the execution of this Agreement shall be held in confidence by the receiving Party.

Such information mentioned above shall be disclosed only to those of its employees or authorized representative(s) having any responsibility for the performance of this Agreement. The information shall be applied only for the use envisaged under this Agreement.

No Party or its agents/assignees or successors in title to this Agreement shall, during its term and/or after its expiration, disclose any proprietary or confidential information, relating to the contents or its related activities, without prior consent of both Parties except as required by law.

This clause will not extend to information that is or becomes publicly known other than through any act or omission of the receiving part, was in the other Party's lawful possession before the disclosure, is lawfully disclosed to the receiving Party by a third Party without restriction on disclosure, is independently developed by the receiving Party, which independent development can be shown by written evidence, or is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each Party will ensure that all persons to whom it discloses any confidential information of the other Party are aware, prior to disclosure, of the confidential nature of the information and that they owe a duty of confidentiality to the other Party.

Each Party shall use reasonable endeavours to procure that their relevant persons shall comply with their respective obligations regarding data protection under the Data Privacy and Protection laws of either Party in relation to all Personal Data and Confidential Information (together, "Protected Data") that is processed by it in the course of performing its obligations under this Agreement, and take such steps as are reasonably required by the other Party to ensure that the other Party is able to comply with such law.

TWENTY-FOURTH. The Parties are independent controllers for the processing of personal data in the context of this exchange program and will both act in accordance with the applicable data protection law.

The Parties shall independently maintain appropriate administrative, technical and organizational measures to meet the requirements of applicable data protection law.

The Parties, within the respective scope of application, are aware of the students' and the academic personnel's rights, in particular the right of access (e.g. Article 15 GDPR), right of rectification (e.g. Article 16 GDPR), right of restriction of processing (e.g. Article 18 GDPR) as well as the right to object (e.g. Article 21 GDPR).

The respective home university of the student and academic personnel shall be designated as the first point of contact for the students and faculty whose personal data is being processed hereunder.

The Parties shall notify each other immediately if either Party becomes aware of a personal data breach related to personal data processed under this Agreement. Each Party shall be responsible for any personal data breach that falls into the sphere of such Party. The Parties will, however, cooperate to an appropriate extent in this regard and assist each other in dealing with such violation.

The data protection provisions agreed in this Agreement also apply after termination or expiration of this Agreement.

TWENTY-FIFTH. This Agreement will become valid upon its joint signature and will be valid for five (5) 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 in writing if both Parties agree to such changes and do so at least six (6) months prior to its date of expiry. Students or academic personnel members who have already been accepted by the Parties before the expiry of this Agreement or, as the case may be, its termination, shall not be affected and shall be allowed to complete their stay at the host institution.

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

TWENTY-SEVENTH. The Parties hereby agree to use every effort and endeavour to settle amicably any dispute or difference of whatever nature arising out of or in connection to this Agreement. If amicable settlement cannot be achieved within 45 days from the date when the dispute or difference arose, the

Agreement shall stand terminated without any formalities being required.

To this end, the disputing Parties shall each promptly, but in any case not later than fourteen (14) days in writing, appoint representatives who shall meet and attempt to resolve any dispute arising between them.

TWENTY-EIGHTH. This Agreement shall be executed in two (2) counterparts in English language, one (1) for UDEG and one (1) for Med Uni Graz, each of them with equal content, and which shall be deemed an original.

Having read this document, both Institutions being aware of the content 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 it in duplicate.

Place: Guadalajara, Jalisco, Mexico.

Date: 15 NOV 2024

UNIVERSIDAD DE GUADALAJARA

DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

Place: Graz, Austria.

Date: 02. FEB. 2025

MEDICAL UNIVERSITY OF GRAZ

UNIV.-PROF. PRIV.-DOZ. DR.MED.UNIV. MBA
CHRISTIAN ENZINGER
VICE RECTOR OF RESEARCH AND
INTERNATIONAL AFFAIRS

AO.UNIV.-PROF. MAG. DR. DR. ERWIN PETEK
VICE RECTOR OF STUDIES AND TEACHING

WITNESS

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO
COORDINATOR FOR INTERNATIONALIZATION