



SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS AND ACADEMIC PERSONNEL, ENTERED INTO BY AND BETWEEN UNIVERSIDAD DE GUADALAJARA, MEXICO, HEREINAFTER REFERRED TO AS "UDEG", REPRESENTED BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, ASSISTED BY THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, AND ON THE OTHER HAND, THE ZURICH UNIVERSITY OF APPLIED SCIENCES-SCHOOL OF ENGINEERING, SWITZERLAND, HEREINAFTER REFERRED TO AS "ZHAW-SoE", REPRESENTED BY ITS DEAN AND MANAGING DIRECTOR, PROF. DR. DIRK WILHELM, ASSISTED BY THE HEAD OF SECTION APPLIED MATHEMATICS, PHYSICS, SYSTEMS AND OPERATIONS, PROF. DR. SILVIO LORENZETTI; IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

### STATEMENTS

"ZHAW-SoE" declares:

- I. That it is a legally independent university. The Council of the Zurich Universities of Applied Sciences and Arts is responsible for the strategic management and the Executive Board for the operational management.
- II. That among its purposes is to educate its students in a knowledge-based and competence-oriented manner, to assume joint responsibility for cultural, ecological, economic, legal, social, technical and sustainable development in its education and research and understand itself as a catalyst for innovation.
- III. That Prof. Dr. Dirk Wilhelm, as Dean and Managing Director, is responsible and has all legal rights to the execution of this agreement.
- IV. That designates as responsible for the execution of this agreement the Head International Relations, MSc. Patricia Heuberger.
- V. That the legal address is the property located at ZHAW School of Engineering, Technikumstrasse 9, 8400 Winterthur.

"UDEG" declares:

- I. That it is a public body, decentralized from the Government of the State of Jalisco, with autonomy, legal personality and property ownership rights, in accordance with the provisions of Article 1° of its Organic Law, published by the Local Executive on January 15th, 1994, in execution of the decree number 15,319 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 organize, carry out, promote and disseminate scientific, technological, and humanistic research; as well as to recover, preserve, increase and disseminate culture.
- III. That it is an attribution of Universidad de Guadalajara, in accordance with Article 6°, Section III of its Organic Law, to carry out teaching, research and cultural dissemination programs, pursuant to the principles and guidelines established in Article 3° of the Federal Constitution of the United Mexican States.
- IV. That the Rector General is the highest executive authority of the University and its legal representative, in accordance with Article 32° of the Organic Law of the University.
- V. That the Secretary General is responsible for certifying acts and deeds under the terms of Article 40° of the Organic Law of the University.
- 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 it indicates as legal domicile the property located at Avenida Juárez 976, C.P. 44100, in Guadalajara, Jalisco.

## CLAUSES

**FIRST.** The objective of this Agreement is to establish the basis for an exchange program for undergraduate and graduate students and academic personnel, between both universities, in the on-site and/or virtual modalities.

### Undergraduate and Graduate Student Exchanges

**SECOND:** Each Party will select and nominate its students to participate in the exchange program, according to the procedures and requirements set forth by the host institution. The admittance of exchange students remains within the discretion of the host institution.

**THIRD.** Student exchanges under this agreement will be adjusted to the school calendar of each university and may have a duration of one semester or a full academic year, or a shorter duration, when the academic program so requires, upon agreement between both universities.



**FOURTH.** Students selected for the exchange program may take courses at the host institution, as long as they correspond to the same level and/or are comparable to those taught at their home institution.

**FIFTH.** The home institution will submit the required documents of the selected students to the host institution for information and admittance purposes, on the deadline date indicated by the host institution.

**SIXTH.** Students participating in the exchange program will pay their own registration and tuition fees at their home institution. The host institution will not charge them for these items.

**SEVENTH.** Both universities agree to exchange, under this agreement, up to four (4) students per academic semester. Any adjustment on the disparity in the number of students shall be made the following year.

**EIGHTH.** After the final examination period and the exchange period, the host institution will send to the home institution a report with the grades obtained by each exchange student. The conversion of academic records will be subject to the regulations of each of the universities signatory to this agreement. If requested, the host institution will provide course descriptions and curricula vitae of the professors with whom the exchange students have taken classes, as well as information on the institution's grading system.

**NINTH.** The students selected for the exchange will have the same rights and responsibilities, academic and administrative, that the host institution contemplates for its own students. Exchange students must abide by the laws and university regulations and may be subject to the sanctions contemplated in case of non-compliance with this section; in this case, the home institution must be informed. Exchange students will not obtain a degree from the host institution.

**TENTH.** Both institutions agree that it is the responsibility of the exchange students to carry out the immigration procedures to obtain the visa in their country of origin.

**ELEVENTH.** Exchange students will be responsible for all additional expenses of the exchange, including transportation, lodging, food and medical insurance.

**TWELFTH.** Each of the institutions of this agreement will provide academic advising and counseling services to exchange students during their stay at the respective universities.



### Academic Personnel Exchange

**THIRTEENTH.** Both institutions agree to review annually the number of the academic personnel sent and received.

**FOURTEENTH.** The institutions, to the extent of their possibilities, may support the academic personnel in exchange in obtaining resources to cover the costs of transportation, lodging, food and international medical insurance.

The institution sending academic personnel shall be responsible for covering their salaries.

**FIFTEENTH.** The academic personnel participating in this agreement must carry out the procedures established in the regulations of their institution of origin, in order to be authorized to be absent from their academic work during the time of their stay at the host institution.

**SIXTEENTH.** The academic personnel participating in this exchange program will be responsible for all additional expenses generated by the exchange, such as transportation, lodging, food and international medical insurance.

**SEVENTEENTH.** Both Parties agree that the academic personnel participating in this exchange program will maintain their employment relationship with their home institution.

**EIGHTEENTH.** The host institution will give the visiting academic personnel an official letter stating the activities performed at the host university, once the stay is concluded.

### Common provisions

**NINETEENTH.** The academic extension programs of Universidad de 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 the present agreement for the exchange of students and academic personnel.

**TWENTIETH.** The Parties agree to consider as confidential all information related to the activities of "UDEG" to which "ZHAW-SoE" has access, and vice versa, as a result of this agreement and which is not public.

**TWENTY-FIRST.** This agreement shall be valid for a period of five (5) years from the date of its joint signature. In the event of separate signatures, it shall come into effect from the date of the last signature. This Agreement may be renewed, modified or terminated if either Party so requests at least six (6) months in advance and in writing. 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-SECOND. The Parties state that the signing of this agreement and the commitments undertaken herein are the result of their good faith, and therefore they will take all necessary actions for its due compliance; in the event of any discrepancy in its interpretation, such discrepancy shall be resolved by mutual agreement.

Having read the present instrument, the Parties being aware of the content and scope of each of its clauses and indicating that there is no fraud, bad intentions, or any other reason that vitiates their consent, they sign it in duplicate, in English, both versions with equal content and validity.

Place: Guadalajara, Jalisco, Mexico  
Date:

21 JUN 2021

Place: Winterthur, Switzerland  
Date:

UNIVERSIDAD DE GUADALAJARA

DR. RICARDO VILLANUEVA LOMELÍ  
RECTOR GENERAL

MSc. GUILLERMO ARTURO GÓMEZ MATA  
SECRETARY GENERAL

ZURICH UNIVERSITY OF APPLIED SCIENCES - SCHOOL OF ENGINEERING

PROF. DR. DIRK WILHELM  
DEAN AND MANAGING DIRECTOR

PROF. DR. SILVIO LORENZETTI  
HEAD OF SECTION APPLIED MATHEMATICS, PHYSICS, SYSTEMS AND OPERATIONS

WITNESSES

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO  
COORDINATOR FOR INTERNATIONALIZATION

MSc. PATRICIA HEUBERGER  
HEAD INTERNATIONAL RELATIONS





### CONTACT DETAILS

Contact details at Universidad de Guadalajara	Contact details at the ZHAW School of Engineering
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This page corresponds to the SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS AND ACADEMIC PERSONNEL between Universidad de Guadalajara, Mexico, and the Zurich University of Applied Sciences-School of Engineering, Switzerland, which consists of a total of six (6) pages. ....

