



5861/2023

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, AND THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, AND THE FACULTY OF BUSINESS AND ECONOMICS OF THE GEORG-AUGUST-UNIVERSITÄT GÖTTINGEN / GEORG-AUGUST-UNIVERSITÄT GÖTTINGEN STIFTUNG ÖFFENTLICHEN RECHTS, GERMANY, HEREIN REFERRED TO AS "UGOE", REPRESENTED IN THIS ACT BY ITS PRESIDENT, PROF. DR. METIN TOLAN; AS PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

BACKGROUND

- I. The two universities have signed a Specific Agreement for the Exchange of Students and Academic Personnel on February 12, 2015, which establishes the conditions for the exchange of students and staff between the partner institutions, which was extended until March 13, 2023, through an Addendum signed on March 14, 2018.
- II. By virtue of the result of the excellent collaborations between both institutions, the renewal of the Specific Agreement for the Exchange of Students and Academic Personnel is agreed under the terms of this legal instrument.

STATEMENTS

"UGOE" DECLARES:

- I. Prof. Dr. Metin Tolan, as President, who acts as legal representative of Georg-August-Universität Göttingen, is authorized to sign the agreement on behalf of the University.
- II. That the legal address is the property located at Wilhelmsplatz 1, 37073 Göttingen, 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 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 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 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 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, 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. 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 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.

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. Subject to compliance with applicable higher education laws, the host university will not charge them for these items. UDEG acknowledges that in the case of UGOE, the obligation of the students to pay administrative fees and other public fees due at UGOE, remains unaffected.

SEVENTH. Both Institutions agree to exchange, under the terms of this Agreement, up to four students per academic semester. As a rule, the institutions will ensure their best endeavours to ensure a balanced exchange per year. Any disparity in the number of students will be adjusted in the following year at the latest.

EIGHTH. At the end of the final exam period and the academic term, 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.

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 in accordance with applicable higher education laws and university regulations as amended. 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.

ELEVENTH. The exchange students will be responsible for all additional expenses in this exchange program, including, but not limited to, transportation, housing, meals and sufficient insurance cover, in particular including health insurance and private liability 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.

Exchange of Academic Personnel

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



FOURTEENTH. 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.

FIFTEENTH. 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.

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

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

EIGHTEENTH. 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

NINETEENTH. 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.

TWENTIETH. The parties agree to consider as confidential all information related to the activities of the "UDEG" to which the "UGOE" has access, and vice versa, as a result of this agreement and which is not of a public nature, provided that such information is explicitly marked in writing as "confidential".

The partners agree to ensure that the storage, processing and use of personal data exchanged in the context of the agreement shall be executed in accordance with the European General Data Protection Regulation (EU) 2016/679 (GDPR), in particular with the principles stated in Art. 5 of the GDPR, and other applicable data protection legislation and regulation. This means in particular that only personal data relevant for the purpose of this agreement will be exchanged and processed. Each partner takes appropriate care that personal data are treated with confidentiality, are stored securely and only for the required period of time.

TWENTY-FIRST. 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 in writing at least 6 months prior to its date of expiry. Should there be any students in active exchange status in the event of termination, the Parties will ensure their best endeavours that the respective students and staff may complete their program according to the provisions of this Agreement.

TWENTY-SECOND. 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 triplicate, in English and Spanish, versions with the same content and validity.

Place: Guadalajara, Jalisco, México.

Place: Göttingen, Germany

Date: 9 SEP 2023

Date: 18 Dec 2023

UNIVERSIDAD DE GUADALAJARA

GEORG-AUGUST-UNIVERSITÄT GÖTTINGEN


DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL


PROF. DR. METIN TOLAN
PRESIDENT


MSc. GUILLERMO ARTURO GÓMEZ MATA
SECRETARY GENERAL


PROF. DR. MATTHIAS SCHUMANN
DEAN
FACULTY OF BUSINESS AND ECONOMICS

WITNESSES


MTRA. VALERIA VIRIDIANA PADILLA
NAVARRO
COORDINATOR FOR
INTERNATIONALIZATION

THIS SIGNATURE SHEET IS PART OF THE SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS AND ACADEMIC STAFF, CELEBRATED BETWEEN GEORG-AUGUST-UNIVERSITÄT GÖTTINGEN AND THE UNIVERSITY OF GUADALAJARA, AND CONSISTS OF FIVE (5) PAGES.