



**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 KATHOLISCHE UNIVERSITÄT EICHSTÄTT-INGOLSTADT, GERMANY HEREIN REFERRED TO AS "KU" REPRESENTED IN THIS ACT BY THE PRESIDENT, PROF. DR. GABRIELE GIEN; AS PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:**

### STATEMENTS

**"KU" DECLARES:**

- I. The Catholic University of Eichstätt-Ingolstadt (in German: Katholische Universität Eichstätt-Ingolstadt) is a Catholic university canonically established by decree of the Congregation for Catholic Education on April 1, 1980. The University is at the same time an institution established by the Free State of Bavaria on the basis of the Bavarian Concordat and is a state-recognized non-governmental university within the meaning of the Bavarian Higher Education Act (Bayerisches Hochschulgesetz (BayHSchG)).
- II. That its representative is empowered to enter into this type of contracts, as established in (which type of document) Section 10 clause 2 of Basic Rules of KU.
- III. Among its purposes (of the institution) is the mission to dedicate itself to the truth unconditionally. The KU fulfills this mission in scientific autonomy and freedom of research and teaching.
- IV. That designates as responsible for the execution of this agreement the Director and staff of the International Office.
- V. That the legal address is the property located at Ostenstr. 26, 85072 Eichstätt, 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 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 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. However, participation in courses which are subject to admission restrictions can not be guaranteed.

**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.<sup>1</sup>

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

**EIGHTH.** 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. 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 follow the regulations of the host university, and they will be held accountable in case of non-compliance. Their home university will be informed of any such non-compliance. Exchange students will not be eligible for a degree awarded by the host university as part of the exchange.

**TENTH.** It is the responsibility of the exchange students 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 health insurance.

**TWELFTH.** The host university will provide academic advisory and counselling services to exchange students during their stay.

### Exchange of Academic Personnel

**THIRTEENTH.** Research and teaching assignments are to be determined prior to the exchange program and will be negotiated between the host university and the visiting faculty member. 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 health insurance.

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

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<sup>1</sup> However, at KU, a fee of at present € 56.00 for membership in the "Sozialwerk/Studentenwerk" has to be collected which entitles the student to subsidized meals and to other discounts and services; the fee cannot be waived and has to be paid by each student, thus also by exchange students. "Sozialwerk/Studentenwerk" are legal entities which are not part of the university, but separate organizations. The university is legally bound to collect the membership fee on behalf of these entities.



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**FIFTEENTH.** 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.

**SIXTEENTH.** The academics participating in the 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 "KU" has access, and vice versa, as a result of this agreement and which is not of a public nature.

**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 by mutual written consent and do so at least 6 months prior to its date of expiry. The Agreement will cease when the Parties agree, or when one of them communicates three months in advance and in writing to the other its desire to terminate it. If this Agreement is terminated or amended before the end of a mutually agreed student exchange mobility, participants shall be entitled to finish programs which have already been approved or which have already started as originally agreed.

**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 duplicate, in English.

Place: Guadalajara, Jalisco, México.

Place: Eichstätt, 08.08.2023

Date: 01.08.2022

Date:

UNIVERSIDAD DE GUADALAJARA

KATHOLISCHE UNIVERSITÄT EICHSTÄTT-  
INGOLSTADT





KATHOLISCHE UNIVERSITÄT  
EICHSTÄTT-INGOLSTADT



DR. RICARDO VILLANUEVA LOMELÍ  
RECTOR GENERAL



PROF. DR. GABRIELE GIEN  
PRESIDENT



MSc. GUILLERMO ARTURO GÓMEZ MATA  
SECRETARY GENERAL

W I T N E S S E S



MTRA. VALERÍA VIRIDIANA PADILLA  
NAVARRO  
COORDINATOR FOR INTERNATIONALIZATION