



6/20/2023

**SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS AND ACADEMIC PERSONNEL**, EXECUTED BY THE **UNIVERSIDAD DE GUADALAJARA, MÉXICO**, 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 **UNIVERSITY OF NEW MEXICO, USA**, HEREIN REFERRED TO AS “**UNM**”, REPRESENTED IN THIS ACT BY ITS EXECUTIVE DIRECTOR OF GLOBAL EDUCATION INITIATIVES, DR. NICOLE TAMI; AS PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

### STATEMENTS

**“UNM” DECLARES:**

- I. The University of New Mexico is confirmed as a state educational institution under Article XII, Section 11 of the New Mexico Constitution.
- II. That its representative is empowered to enter into this type of contract, as established in NMSA 1978, Section 21-7-4, which states that the regents of the university and their successors in office shall constitute a body corporate with the right of contracting and being contracted with.
- III. The purpose of this Agreement is to establish educational relations and cooperation between the parties that will promote academic linkages and mutual understanding.
- IV. That designates as responsible for the execution of this agreement the holder of the Executive Director of Global Education Initiatives.
- V. That the legal address is the property located at 1 University of New Mexico, Albuquerque New Mexico 87131-0001 U.S.A.

**“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 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. Student exchanges are intended to allow enrollment in host-institution courses for academic credit that will be transferred and applied to the student's home institution degree. Faculty and staff exchanges are intended to promote collaboration.

#### 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. The host university will not charge them for these items.





**SEVENTH.** The parties shall make reasonable efforts to involve equal numbers of students from each institution over the term of this Agreement. Typically, up to 2 students from each institution will participate in the exchange program each year for one academic session. The parties will adjust this number as needed to reach an overall balance of incoming and outgoing students. In assessing balance, one student registering for two academic sessions is equivalent to two students registering for one academic session. Any imbalance in a given semester ideally should be corrected in the subsequent year. If an imbalance continues for more than three consecutive academic terms (including summers), the party that has received the larger number of incoming students has the option to operate the exchange on a one-way basis until the imbalance is corrected, whereupon it will resume operating on a reciprocal basis as described above.

**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, with the students' consent. 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.

Host Institution may, in consultation with the Home Institution, ask a student to terminate their exchange and return to his/her Home Institution. Such circumstances include, but are not limited to the following:

- a. Students who are NOT in good academic standing at the Host Institution upon completion of the first academic term, may not be permitted to renew for a second term
- b. Violation of Home Institution's policies, rules, regulations, or code of conduct
- c. Student's actions place other students, faculty/staff, and/or community members at risk
- d. Student is in violation of city/state/national laws and/or regulations

**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, any host-institution differential tuition, special course fees, laboratory fees, or recreation fees, books, class materials, supplies, 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.



### 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 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 "UNM" has access, and vice versa, as a result of this agreement and which is not of a public nature. The parties agree to abide to any applicable laws or regulations regarding data protection of their respective country or jurisdiction. The parties agree to limit the exchange of confidential data to only what is strictly necessary under this agreement.

**TWENTY-FIRST.** This Agreement shall become effective for an initial term of five (5) years from the date of the last signature by the parties' duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below.

- a. This Agreement may not be amended except by an instrument in writing signed by the duly authorized representatives of each party.
- b. Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at either institution at the





date of termination may complete their courses of study in accordance with this Agreement. Termination shall be without penalty.

**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, both copies with the same content and validity.

Place: Guadalajara, Jalisco, México.

Date: 7 FEB 2023

Place: Albuquerque, New Mexico, USA

Date: 07 March, 2024

UNIVERSIDAD DE GUADALAJARA

THE UNIVERSITY OF NEW MEXICO

DR. RICARDO VILLANUEVA LOMELÍ  
RECTOR GENERAL

Dr. NICOLE TAMI  
EXECUTIVE DIRECTOR OF  
GLOBAL EDUCATION INITIATIVES

MSc. GUILLERMO ARTURO GÓMEZ MATA  
SECRETARY GENERAL

WITNESSES

MTRA. VALERIA VIRIDIANA PADILLA NAVARRO  
COORDINATOR FOR INTERNATIONALIZATION