



**GENERAL AGREEMENT FOR ACADEMIC COLLABORATION**, BROUGHT ABOUT IN PART BY THE **UNIVERSIDAD DE GUADALAJARA, MÉXICO**, REPRESENTED IN THIS ACT BY THE ACTING RECTOR GENERAL, MTRO. ITZCÓATL TONATIUH BRAVO PADILLA AND THE GENERAL SECRETARY, MTRO. JOSÉ ALFREDO PEÑA RAMOS, WHICH WILL BE REFERRED TO AS "UDEG", AND BY THE **ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, UNITED STATES OF AMERICA**, REFERRED TO AS "ASU" REPRESENTED BY ITS PROVOST, Robert E. Page, Jr. PURSUANT TO THE FOLLOWING DECLARATIONS AND CLAUSES:

### DECLARATIONS

- I. That, in keeping with their normative laws and regulations, they are higher education institutions with full legal capacity to establish commitments, and that their essential aims are teaching, extension and research.
- II. That the persons signing this agreement state under oath that their legal status grants them the power to bind in the terms of this agreement the institutions they represent.
- III. That they consider the promotion and support of teaching, research and university extension to be of primary importance for the development of their countries, in the fulfilment of the objectives, aims and functions that the State and society have conferred on them, for which reason it is their will to come to an agreement based on the following:

### CLAUSES

**FIRST.** The objective of the present agreement is to establish the criteria under which the "UDEG" and the "ASU" will jointly carry out academic, scientific and cultural collaborative activities, for the enrichment of the educational functions that are fulfilled.

**SECOND.** Both parties agree to initiate cooperation in the following areas:

- a) Student exchange;



- b) Exchange of academic personnel;
- c) Development of research projects;
- d) Design and organization of courses, conferences, symposia, degree programs and continuing education programs, amongst others, for the academic, scientific, and cultural benefit of both institutions;
- e) Exchange of publications and other materials of common interest;
- f) Other activities on which the parties agree upon for the fulfilment of the present agreement.

**THIRD.** The parties agree to financially support, according to their possibilities, the programs, projects and activities that originate out of the present agreement, according to the financial resources available.

**FOURTH.** The parties agree that the proposed programs, projects or work agreements that arise from this agreement, will be elevated to the category of specific agreements of collaboration and will be considered annexes to this agreement, once signed by their representatives.

**FIFTH.** Each specific proposed agreement will describe, in precise detail and in complete accordance with this agreement, the activities to be developed, the responsibilities of each party, the budget for each activity, a definition of the sources of finance, the personnel involved, the facilities and equipment to be used, a working calendar, and anything else necessary to precisely determine the aim and scope of the specific agreements that will be the operative documents of the present agreement.

**SIXTH.** The parties agree to regulate through the corresponding specific agreement questions relative to the property rights arising from authorship of jointly developed materials and questions concerning ownership of intellectual property rights, patents, certificates of invention, and registry of models, among others that might result from any cooperative research hereunder.

**SEVENTH.** The parties will each designate their own personnel to administer the activities of this agreement, including the continuation and proposed endorsement of specific collaborations.







**EIGHTH.** The parties will work jointly or separately toward the obtaining of financial resources from other institutions, government agencies and national and international organizations for the development of the activities relative to the agreement in the event that said resources cannot be obtained either completely or partially.

**NINTH.** In the development of work programs both parties promise to respect the norms in force and applicable to each of the parties.

**TENTH.** The parties agree that they will not be responsible for damages, in the event that the activities aforementioned in this agreement or in the specific task orders deriving from this agreement cannot be completed due to unforeseen circumstances. Activities could resume in the manner that both parties determine, once said circumstances are resolved.

**ELEVENTH.** The personnel designated by each party for the purpose of administering any activities that arise from this agreement will maintain current employment status at their home university and will not be considered, in any way employees of the host university. The host university will not incur labor responsibilities regarding visiting personnel participants.

**TWELFTH.** The present agreement will become valid upon signature by both parties and will be valid for five years or will cease when the parties agree, or within three months of the issue by either party of a written request to terminate. Should there be any projects in active exchange status, the agreement may not be terminated until completion of those projects.

**THIRTEENTH.** The present agreement may be renewed or modified at any time during its validity with the consent of both parties, adhering to the necessary administrative and legal procedure, obligating the parties to the new stipulations, from the date of its signing.

**FOURTEENTH.** The parties demonstrate good faith in signing this agreement and accept the obligations contracted in it, agreeing to carry out all the actions necessary to fulfil them. If a discrepancy should occur over its interpretation, it will be resolved by mutual accord.

Each party is an independent contractor and is independent of the other party. This agreement does not create a partnership, joint venture or agency relationship







of any kind between the parties. This agreement does not create any fiduciary or other obligation between the parties, except for those obligations expressly and specifically set forth herein. Neither party shall have any right, power or authority under this agreement to act as a legal representative of the other party, and neither party shall have any right or authority to bind or obligate the other or make any representation or warranty on behalf of the other. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.

Each party retains the sole right to use its name, logo and seal (*indicia*). No party, its employees, representatives or agents, shall be authorized to use the name, logo or seal of the other in any program, publication, document, advertisement or marketing, not related to the activities or programs included in this agreement. Any such use shall be subject to prior review and revocation of use by the party whose indicia are being used. Each party shall take all the necessary measures to avoid any communication that may cause in a third party any misunderstanding with respect to the relationship between ASU and UDEG. For this case, both parties shall define the necessary guidelines that help them to appropriately refer to the joint activities derived from this agreement without affecting any of its terms.

Each party shall provide guidelines to its staff, faculty and board members, representatives, etc., on the use of the counterpart's name, logo and indicia. None of the parties is allowed to grant authorization to its affiliates to use the counterpart's name, logo and indicia.

To the extent applicable, the parties agree to comply with all state and federal laws, rules, regulations and executive orders governing equal employment opportunity and non-discrimination, including the Americans with Disabilities Act.

The parties recognize that performance of this agreement by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds, then by written notice to UDEG, ASU may cancel this agreement without further duty or obligation. UDEG recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.

Both parties recognize that as a state institution in Arizona, ASU is bound by provisions of Arizona law, and UDEG is subject to provisions of the laws of Mexico. Notice is provided of Arizona Revised Statutes, sections 12-133, 12-1518, and 38-511. Copies of these statutes are available on request.





The parties, having read the present document and with the understanding of the content and extent of each of its clauses, indicating the absence of malice, dishonesty or any other reason to nullify their consent, this document is signed in duplicate in English and Spanish, both versions with the same content and validity.

Place: Guadalajara, Jalisco, México

Date: 06 OCT 2014

Place:

Date:

**UNIVERSIDAD DE GUADALAJARA**

**THE ARIZONA BOARD OF REGENTS  
FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY**

  
**MTRO. ITZCÓATL TONATIUH BRAVO  
PADILLA  
GENERAL RECTOR**


  
**Robert E. Page, Jr.  
University Provost**

  
**MTRO. JOSÉ ALFREDO PEÑA RAMOS  
GENERAL SECRETARY**

**WITNESSES**

**MTRA. NADIA PAOLA MIRELES  
TORRES**

**GENERAL COORDINATOR OF  
COOPERATION AND  
INTERNATIONALISATION**

  
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