



**GENERAL AGREEMENT FOR ACADEMIC COLLABORATION**, ENTERED INTO BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, HEREAFTER REFERRED TO AS “**UDEG**,” REPRESENTED IN THIS ACT BY THE RECTOR GENERAL, MTRO. ITZCÓATL TONATIUH BRAVO PADILLA, ASSISTED BY THE SECRETARY GENERAL; MTRO. JOSÉ ALFREDO PEÑA RAMOS, AND BY **EUROPA-UNIVERSITÄT FLENSBURG**, HEREAFTER REFERRED TO AS “**EUF**,” REPRESENTED BY THE PRESIDENT PROF. DR. WERNER REINHART; 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.
- II. That the persons signing this agreement state under oath that their legal status grants them the power to bind the institutions they represent within the terms of this agreement.
- III. That they consider the promotion and support of teaching, research and university extension to be of primary importance for the development of both parties, in fulfillment of the objectives, aims and functions that the state and society have conferred on them, for which reason they have resolved to enter into this agreement under the following terms and conditions:

#### CLAUSES

**FIRST.** The objective of the present agreement is to establish the criteria under which the “UDEG” and “EUF” shall jointly and collaboratively carry out academic, scientific and cultural activities for the enrichment of the educational functions fulfilled by each party.

**SECOND.** Both parties agree that they may carry out cooperative actions 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, training programs and continuing education programs, amongst other activities of interest to and of academic, scientific, and cultural benefit to both parties;
- e) Exchange of publications and other materials of common interest;
- f) Other activities to which the parties agree for the fulfillment of the present agreement.

**THIRD.** The parties agree to financially support the work programs originating out of the present agreement, in accordance with the budgetary resources available to each party.

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

**FIFTH.** The specific agreements shall describe, in precise detail and as appropriate, the activities to be developed, the responsibilities of each party, the budget for each activity, a definition of the project's funding sources, planned personnel, facilities and equipment, work schedule, and anything else necessary to precisely determine the aim and scope of each of the said agreements, which are to be the operative documents of the present agreement.

**SIXTH.** The parties agree to regulate, through a corresponding specific agreement, matters concerning the copyright ownership of materials developed as the result of joint activities carried out by both parties, and concerning the ownership of any intellectual property rights resulting from their cooperative research.



**SEVENTH.** Each party shall designate a member or members of its own personnel to monitor and administer the activities of this agreement, which person or persons shall also propose the endorsement of specific agreements.

**EIGHTH.** When developing work programs, both parties promise to respect the current applicable norms of each party.

**NINTH.** The parties agree that they will not be responsible for any damages brought about by force majeure or unforeseen circumstances which may prevent the continuation of the present agreement. Once said circumstances have passed, activities may resume in the manner determined by both parties. The parties agree that they will not be responsible or held liable for the actions of the other party under this agreement.

**TENTH.** The personnel designated by each party for the purpose of administering joint activities arising from this agreement shall maintain their current employment status at their home institutions and shall remain entirely under the supervision of said institutions. Such personnel shall have no relationship whatsoever to the host institution, which may not under any circumstances be deemed a substitute employer. Accordingly, each party and person shall assume the responsibilities corresponding to said employment relationship.

**ELEVENTH.** The present agreement shall become valid upon signature by both parties and shall remain valid for five years and shall cease when the parties agree, or within three months of the issue by either party of a written request to terminate. The agreement may not be terminated until all ongoing collaborative actions have come to an end.

**TWELFTH.** The present agreement may be renewed or modified at any time during its validity with the written consent of both parties, in accordance with the applicable regulations and in adherence to the appropriate legal procedures, in which case the new stipulations shall be binding for both parties as of the signature date of the renewed or modified contract.

**THIRTEENTH.** The parties declare their good faith in signing this agreement and accepting the obligations contracted in it, to which end they agree to perform any and all



actions needed to fulfill those obligations. Should any discrepancy over its interpretation arise, this shall be resolved through mutual agreement of both parties.

Having read the present document and understood the content and scope of each of its clauses, and having affirmed the absence of malice, dishonesty or any other grounds upon which their consent may be nullified, both parties hereby sign this document in duplicate English and Spanish versions of identical content and validity.

Place: Guadalajara, Jalisco, México

Place: Flensburg, Germany

Date:

Date:

09 ENE 2018

ON BEHALF OF THE UNIVERSIDAD DE  
GUADALAJARA

ON BEHALF OF EUROPA-UNIVERSITÄT  
FLENSBURG

  
MTRO. ITZCÓATL TONATIUH BRAVO  
PADILLA  
RECTOR GENERAL

  
PROF. DR. WERNER REINHART  
PRESIDENT

MTRO. JOSÉ ALFREDO PEÑA RAMOS  
SECRETARY GENERAL

WITNESSES

  
DR. CARLOS IVÁN MORENO ARELLANO  
VICE PROVOST FOR INTERNATIONAL  
AFFAIRS

  
PROF. DR. MONIKA EIGMÜLLER  
VICE PRESIDENT FOR EUROPEAN AND  
INTERNATIONAL AFFAIRS