



Technology Arts Sciences TH Köln

GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, BROUGHT ABOUT IN PART BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, REPRESENTED IN THIS ACT BY THE RECTOR GENERAL, MTR. ITZCÓATL TONATIUH BRAVO PADILLA, ASSISTED BY THE SECRETARY GENERAL; MTR. JOSÉ ALFREDO PEÑA RAMOS, WHICH WILL BE REFERRED TO AS "UDEG", AND BY THE TECHNISCHE HOCHSCHULE KÖLN, REFERRED TO AS "TH KÖLN", REPRESENTED BY THE VICE-PRESIDENT PROF. DR. KLAUS BECKER; PURSUANT TO THE FOLLOWING DECLARATIONS AND CLAUSES:

D E C L A R A T I O N S

- 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:

C L A U S E S

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



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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. The specific proposed agreement will describe, in precise detail and with complete accordance, 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 each of the said 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 elaborated materials and questions concerning ownership of industrial rights patents, certificates of invention, and registry of models, among others that might result from the cooperative research.



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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. Both parties will work jointly or separately toward the obtaining of financial resources from other institutions, government agencies and national and international organisms 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 aforementioned activities in this document or in the specific task orders deriving from it 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 part of the visiting institution. The host university will not incur labor responsibilities regarding visiting personnel participants.

TWELFTH. The present agreement will become valid upon signature by both parts 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 any projects in active exchange status, the agreement may not be terminated until their completion.

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.



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Both 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: 19 ENE 2018

Place: Cologne, Germany
Date: 24/08/2017

ON BEHALF OF THE UNIVERSIDAD DE
GUADALAJARA:

ON BEHALF OF THE TH Köln



MTRO. ITZCOÁTL TONATIUH BRAVO
PADILLA
RECTOR GENERAL


PROF. DR. KLAUS BECKER
VICE-PRESIDENT




MTRO. JOSÉ ALFREDO PEÑA RAMOS
SECRETARY GENERAL

WITNESSES


DR. CARLOS IVÁN MORENO ARELLANO
COORDINADOR GENERAL DE
COOPERACIÓN E
INTERNACIONALIZACIÓN