



## MEMORANDUM OF UNDERSTANDING BETWEEN University of Guadalajara AND

Ecole Internationale des Sciences du Traitement de l'Information (EISTI)

This Memorandum of Understanding is entered between: **University of Guadalajara**, México, represented in this act by it's Rector General, Miguel Ángel Navarro Navarro, Ph.D., assisted by the Secretary General, José Alfredo Peña Ramos, M.A., located at Avenida Juárez número 976, Colonia Centro, Código Postal 44110

And

**Ecole Internationale des Sciences du Traitement de l'Information, (EISTI),** represented in this act by it's Dean and CEO Professor Nesim Fintz, located at Avenue du Parc, 95000 Cergy, France,

hereinafter referred to as UDEG and EISTI, pursuant to the following statements and clauses:

## STATEMENTS

- 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 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 both institutions, 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.- UDEG and EISTI hereby agree to encourage academic cooperation through study and research in the fields of Computer Science and Applied Mathematics.

The areas of cooperation include, subject to mutual consent, any program that can contribute to the fostering and development of the cooperative relationships between the two institutions.

**SECOND.-** Collaboration will be undertaken, subject to availability of funds and the approval of EISTI and UDEG, through such activities or programs as:

- 1. Exchange of undergraduate and graduate students (internship or academic program);
- 2. Exchange of faculty and staff members;
- 3. Joint research and consultancy activities;
- Participation in seminars and academic meetings;
- 5. Exchange of academic materials and other information;
- 6. Special short-term academic programs and projects.





**THIRD.** The Parties agree to financially support the programs, projects and activities that originate out of the present Agreement, according to the financial resources available.

**FOURTH.-** The terms of such mutual assistance and necessary budget for each specific program and activity that is implemented under the terms of this agreement shall be mutually discussed and agreed upon in writing by both institutions prior to the initiation of the particular program or activity, and the terms of such program and activity shall be negotiated on an annual basis. Each institution will designate a contact person to develop and coordinate specific activities or programs.

**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.

**SEVENTH.-** Both universities acknowledge that the visit by faculty and students from one university to the other shall be subject to the entry and visa regulations of each country and shall comply with the regulations and policies of each institution.

**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 corresponding specific agreements 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.-** Both universities agree that the present Agreement will become valid upon signature by both of them 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, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by six months' written notice by either party.





**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.-** Both universities agree that this Memorandum of Understanding is incorporated into, and will provide the foundation and framework for, projects developed by academic and administrative units from the two universities and documented in other subsequent Agreements.

**FIFTEENTH.-** 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.

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:

Place: Cergy, France

Date: 08/90/90/8

On behalf of University of Guadalajara

On behalf of of École Internationale des Sciences du Traitement de l'information

Miguel Ángel Navarro Navarro, Ph.D.

Rector General

**Professor Nesim FINTZ** 

eneral Director

José Alfredo Peña Ramos, M.A.

Secretary General

**WITNESSES** 

Ruth Padilla Muñoz, Ph.D.

Rector of the University Center for Exact

Sciences and Engineering

Carlos Iván Moreno Arellano, Ph.D.

Vice Provost for International Affairs