



CARDIFF UNIVERSITY

and

Universidad de Guadalajara

EXCHANGE AGREEMENT



This Agreement, effective from the date of the last signature on this Agreement, is made between **Cardiff University (through its College of Arts, Humanities and Social Sciences)**, an educational establishment with administrative offices at 30-36 Newport Road, Cardiff CF24 0DE (“*Cardiff*”); and **Universidad de Guadalajara** of address Avenida Juárez 976, Zona Centro, C.P. 44100, Guadalajara, Jalisco, México (“*UDG*”).

1. Background

- 1.1 *Cardiff* and **Universidad de Guadalajara** wish to establish a long-term collaborative relationship to promote cooperation within higher education and to enhance the opportunities available to students.
- 1.2 The parties have agreed to establish a common framework for the exchange of students between the two institutions.
- 1.3 The purpose of this Agreement is to set out the basis on which an exchange programme of *students* will operate, giving students from each institution the opportunity to study at the other.

2. Interpretation

In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

“Confidential Information”	all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software, student details, and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;
“Exchange Programme”	the agreed exchange of students between <i>Cardiff</i> and Universidad de Guadalajara ;
“Exchange Students”	registered students of either institution who are participating in the Exchange Programme;
“Force Majeure”	any event outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement;
“Home Institution”	the institution at which the Exchange Students are ordinarily based;
“Host Institution”	the institution at which the Exchange Student will study, teach or carry out research during their participation in the Exchange Programme;



“Intellectual Property”

all inventions, patents, trade marks, registered designs and any pending applications for any of the foregoing, unregistered design rights arising at common law, design rights, copyrights (including future copyrights), database rights, know-how, trade secrets, Confidential Information and any other intellectual property rights whatsoever and wheresoever subsisting.

3. **Annual review**

3.1 *Cardiff* and UDG will co-operate on an annual basis to review the overall operation of the Exchange Programme.

3.2 The administrative arrangements for the Exchange Programme are outlined in Schedule 1. The parties will review Schedule 1 on an annual basis to ensure that it remains up to date. In particular, both parties will agree the following elements of the Exchange Programme annually and in writing :

- (a) the number of students to be exchanged;
- (b) the academic programme(s) involved; and
- (c) the period of the exchange.

3.3 As part of the annual review process, the parties will consider any imbalances in the number of students to be exchanged and may adjust the number of students accordingly, to maintain a reasonable balance between the two institutions.

4. **Students**

4.1 Whilst studying at the Host Institution, Exchange Students shall be:

- (a) registered as students of the Host Institution;
- (b) subject to the academic, disciplinary and other regulations and procedures of the Host Institution;
- (c) entitled to address complaints about the Exchange Programme to the Host Institution in accordance with the Host Institution’s student complaints procedure;
- (d) responsible for their own travel, accommodation, insurance, and living costs.

5. **Obligations of Home Institution**



- 5.1 Subject to clause 6.1 below, the Home Institution is responsible for the recruitment and selection of Exchange Students.
- 5.2 The Home Institution shall ensure that all Exchange Students:
- (a) meet the academic requirements specified by the Host Institution for entry to the relevant academic programme;
 - (b) are sufficiently competent in the language of instruction at the Host Institution to enable them to benefit from the Exchange Programme;
 - (c) are made aware of the academic, disciplinary and other regulations and procedures of the Host Institution which may apply to them.
- 5.3 The Home Institution shall co-operate with any disciplinary or complaints process involving an Exchange Student undertaken by the Host Institution, and if notified by the Host Institution that it has terminated the registration of an Exchange Student, shall, following consultation with the home institution, withdraw that student from the Exchange Programme.
- 6. Obligations of Host Institution**
- 6.1 The Host Institution may refuse to accept any student nominated by the Home Institution to take part in the Exchange Programme.
- 6.2 Cardiff and UDG subscribe to a policy of equal opportunities in relation to the arrangements for agreeing and offering placements and will not unlawfully discriminate, directly or indirectly, on the grounds of any of the following protected characteristics: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief sex and sexual orientation. Cardiff and UDG shall abide by these principles in the administration of this agreement.
- 6.3 The Host Institution shall take reasonable steps to assist Exchange Students in:
- (a) finding suitable accommodation for their period of study at the Host Institution;
 - (b) applying for a visa to enable them to study at the Host Institution.
- 6.4 The Host Institution shall register Exchange Students as students of the Host Institution and shall provide them with access to learning, support and recreational services on the same basis as other students.
- 6.5 The Host Institution shall not charge tuition, examination or other similar fees to Exchange Students.
- 6.6 The Host Institution shall ensure that the progress of Exchange Students is monitored in line with the procedures in place for monitoring their own students' progress. The



Host Institution shall notify the Home Institution as soon as practicable if problems of an academic or welfare nature should arise.

6.7 The Host Institution shall notify the Home Institution as soon as practicable of any disciplinary or complaints process involving an Exchange Student and may, following consultation with the Home Institution, take appropriate action against such a student including termination of registration with the Host Institution where necessary.

6.8 The Host Institution shall provide each Exchange Student with a transcript or other similar document confirming the academic programmes undertaken at the Host Institution and the marks and/or credits awarded.

7. **Quality assurance and review**

7.1 Each party is responsible for the quality of the academic programmes and learning opportunities offered to Exchange Students studying at their institution.

7.2 Each party will nominate a named member of staff who will act as a first point of contact in relation to the Exchange Programme, and who will co-operate as appropriate with members of the academic and administrative staff of the other institution in matters of emergency, discipline and advice.

7.3 The Host Institution will keep such records relating to the Exchange Students and this Agreement as notified by the Home Institution from time to time, or as required by any relevant regulatory body, and will allow access by the Home Institution or those auditing the Home Institution's processes to such records for academic or quality audit purposes.

8. **Financial arrangements**

8.1 Each party shall meet its own costs arising from the operation of the Exchange Programme (although it may seek external funding to meet all or some of those costs).

9. **Insurance**

9.1 Cardiff University and UDG will provide assistance in obtaining insurance for inbound and outbound exchange students. Cardiff University and UDG will provide the students they send with access to comprehensive travel insurance cover for the period of their time abroad.

10. **Information about the Exchange Programme**

10.1 During the continuation of this Agreement each party may use the name and logo of the other party in connection with the Exchange Programme (and if necessary *Cardiff* will supply to UDG and UDG will supply to *Cardiff* a copy of its logo), provided that the name and logo of each party shall be used only in connection with the Exchange Programme and for no other purpose.



10.2 Neither party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

11. **Ownership of materials and Intellectual Property**

11.1 Unless agreed otherwise in writing, any materials created by either party for the purposes of the Exchange Programme, and any Intellectual Property rights in such materials, whether in existence at the date of this Agreement or created during the course of it, shall belong to the party which created them.

11.2 If any materials relating to the Exchange Programme are created jointly by the parties those materials (and any Intellectual Property rights in such materials) shall be owned jointly by the parties.

11.3 If either party becomes aware of any potential infringement of the other party's name, logo or Intellectual Property rights, or becomes aware of any allegation that any of the other party's materials infringe the rights of a third party, it shall immediately inform the other party. The party who is so notified shall, at its own cost, have the conduct of any proceedings relating to its rights under this clause. The other party shall not settle or compromise any claims arising out of any such potential infringement or allegation, and shall provide such reasonable assistance as the first party may request in connection with any action taken under this clause.

12. **Confidentiality**

12.1 *Cardiff* and UDG shall keep and procure that their employees keep strictly confidential all Confidential Information received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.

12.2 Either party may disclose information which would otherwise be Confidential Information if and to the extent:

- (a) required by law or by any relevant regulatory body;
- (b) disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;
- (c) the information has come into the public domain through no fault of that party;
or
- (d) the other party has given prior written approval of the disclosure.

13. **Duration and termination of this Agreement**



13.1 This Agreement is effective from the date of the last signature on this Agreement and shall continue for a period of **5** years unless terminated before that time in accordance with this clause. The parties may at any time by agreement in writing extend the duration of this Agreement.

13.2 Either party may terminate this Agreement:

- (a) by giving to the other not less than six months' notice in writing [, to expire at the end of an academic year];
- (b) with immediate effect by notice in writing if the other party commits a material breach (which may consist of a series of minor breaches) of the terms of this Agreement;
- (c) with immediate effect by notice in writing if the other party is subject to a change of control, becomes insolvent, is unable to pay its debts as and when due or otherwise ceases to exist.

13.3 If notice of termination has been given under this clause, the parties shall:

- (a) agree in writing a mechanism for ensuring that Exchange Students are able to complete their studies at the Host Institution or other suitable institution;
- (b) cease to promote or market the Exchange Programme and not register any new students.

13.4 Upon termination of this Agreement:

- (a) each party shall cease using the name and/or logo of the other;
- (b) the provisions of clauses 12, 13, 16 and 17 will remain in full force and effect.

14. **Force Majeure**

14.1 If either party is affected by Force Majeure it shall immediately provide the other party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.

14.2 If the Force Majeure continues for longer than three months either party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.

14.3 Save as provided for in this clause Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.



15. **Disputes**

- 15.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally, it shall be referred to UDG a Vice Provost for International Affairs and to *Cardiff* senior post-holder.
- 15.2 The parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this Agreement.
- 15.3 In the event of a dispute, the English version of the agreement document will take precedence.

16. **Law and jurisdiction**

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and of Mexico, depending on the case.
- 16.2 Any dispute arising out of the operation of this Agreement shall be resolved by mutual accord between the parties.

17. **General provisions**

- 17.1 A variation to this Agreement will not be valid unless made in writing and signed by both parties.
- 17.2 Any notice given in connection with this Agreement must be in writing and delivered personally or by first class pre-paid recorded delivery (or equivalent) to the address given in this Agreement, or to another address notified by either party for the purposes of serving notices. A notice will be deemed to have been served when left at the service address, if delivered personally, or seven days after posting if sent by first class pre-paid recorded delivery. If notice is deemed to have been given on a day that is not a business day, it shall be deemed to have been given on the next business day.
- 17.3 The rights and remedies of each party under this Agreement shall not be diminished, waived or extinguished by any failure or delay by that party to exercise such a right or remedy.
- 17.4 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- 17.5 This Agreement may be executed by each party on separate counterparts.



- 17.6 For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 17.7 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the parties.
- 17.8 The parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement.

Place: Guadalajara, Jalisco, México
 Date: 09 MAR 2018

Place: Cardiff
 Date: 05.07.18.

ON BEHALF OF THE UNIVERSIDAD DE GUADALAJARA:

ON BEHALF OF THE CARDIFF UNIVERSITY

[Signature]
MTRO. ITZCOATL TONATIUH BRAVO PADILLA
 RECTOR GENERAL

[Signature]
PROFESSOR GEORGE BOYNE
 PRO VICE-CHANCELLOR
 COLLEGE OF ARTS, HUMANITIES AND SOCIAL SCIENCES

MTRO. JOSÉ ALFREDO PEÑA RAMOS
 SECRETARY GENERAL

WITNESSES

[Signature]
DR. CARLOS IVÁN MORENO ARELLANO
 VICE PROVOST FOR INTERNATIONAL AFFAIRS



Schedule 1:

Administrative Arrangements for the Exchange Programme

	Universidad de Guadalajara	Cardiff University
Academic Terms	Semester B: August to December Semester A: January to June	Semesters 1 extends from September to January; Semester 2 extends from January to June
Participating Academic Departments	<ul style="list-style-type: none"> • All academic faculties and departments <i>Students are free to study in any Centro Universitario and take courses of any programme, at any level.</i>	<ul style="list-style-type: none"> • College of Arts, Humanities and Social Sciences with the exclusion of the Welsh School of Architecture
Fees	Payable To Home Institution: Normal tuition fees are payable by exchange students to their home institution for the semester/year to which their exchange relates. Payable To Host Institution: Other fees normally payable to host institution by their own non-degree students.	
Number of Students	Up to 2 students (or full-time equivalent) in any given academic year	
Minimum Academic Requirements	Students must be of good academic standing and have completed 40% of the credits required to graduate at their home institution before participating in the exchange	Students must be of good academic standing and have completed 1 year of continuous study at their home institution before participating in the exchange.
Language Requirements	Students must be sufficiently competent in the language of instruction. The Primary language of instruction is Spanish.	Students must be sufficiently competent in the language of instruction. The Primary language of instruction is English. For students whose first language is not English, Cardiff University requires students to have achieved a minimum of 6.5 overall in the IELTS (academic) test with a minimum of 5.5 in each subscore, OR an overall score of 90 in the TOEFL iBT examination. Any students who achieve 6.0 IELTS will



		be permitted to study within the School of Modern Languages only.
Housing	<i>UdeG</i> shall take reasonable steps to assist Exchange Students in finding suitable accommodation for their period of study at the Host Institution	<i>Cardiff</i> shall take reasonable steps to assist Exchange Students in finding suitable accommodation for their period of study at the Host Institution
Liaison Officers	Name: José Antonio Aguilar Position: Head of International Relations Email: joseantonio@cgcj.udg.mx Phone: +52 (33) 3630 9890	Name: Annika Axelsen Position: Study Abroad Manager E-mail: AxelsenA@cardiff.ac.uk Phone: +44 (0) 2920 879674