



GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, BROUGHT ABOUT IN PART BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, REPRESENTED IN THIS ACT BY THE RECTOR GENERAL, DR. MIGUEL ÁNGEL NAVARRO NAVARRO, ASSISTED BY THE SECRETARY GENERAL, MTRO. JOSÉ ALFREDO PEÑA RAMOS, WHICH WILL BE REFERRED TO AS “UDEG”, AND BY THE **EMANUEL FOUNDATION, NEW YORK, USA**, REFERRED TO AS “EFOUNDATION”, REPRESENTED BY THE PRESIDENT, REREVEND DR. CESAR CRUZ ; PURSUANT TO THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

I. UDEG DECLARES:

- 1.1 That it is a public body, decentralized from the State of Jalisco, it is a legal entity with full autonomy and property ownership rights, conforming to that which is stated in article 1 of its Organic law, promulgated by the local Executive, on January the 15th day of January, 1994, in execution of the decree number 15,319 of the Honourable Congress of the State of Jalisco.
- 1.2 This in keeping in sections II and 111 of Article 5 of the Organic Law of the University, the purpose of this House of Studies is to organize, carry out, encourage and disseminate scientific, technological and humanistic research; rescue, preserve, increase and disseminate culture.
- 1.3 That it conforms to article 6, section III of its Organic Law, in that it undertakes programs of teaching, research and the diffusion of cultural awareness, in agreement with the principles and directions laid out in article 3 of the Political Constitution of the Mexican United States.
- 1.4 That the Rector General is the highest executive authority of the University, legal representative of the same, conforming with article 32 of the Organic Law of the University.
- 1.5 That the Secretary General, conforming to article 40 of the often quoted Organic Law, is responsible for certifying the acts and provision in the terms of the law.
- 1.6 That indicates as legal address, the property located at Avenida Juárez number 976, C.P. 44100 in Guadalajara, Jalisco.

II. EFOUNDATION DECLARES:

- 2.1. **First:** The name of the Corporation shall be Emmanuel Foundation.



2.2. **Second:** The place in this state where the principal office of the Corporation is to be located is the City of New York, Manhattan County.

2.3. **Third:** Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

2.4. **Fourth:** The names and addresses of the persons who are the initial trustees of the corporation are as follows: Name: Reverend Cesar Cruz

2.5. **Fifth:** No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

If reference to federal law in articles of incorporation imposes a limitation that is invalid in your state, you may wish to substitute the following for the last sentence of the preceding paragraph: "Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation."

2.6. **Sixth:** Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.



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 “EFOUNDATION” 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) Development of research projects;
- b) 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;
- c) Exchange of publications and other materials of common interest;
- d) Develop social work programs and professional internships previously establishing the scope, conditions and characteristics thereof.
- e) Establish systems of evaluation control of the courses and their contents to guarantee that they represent a competitive educational and cultural contribution for the subjects of the same.
- f) To encourage that in the joint collaboration that takes place between the parties, the debit credit and recognition of participation will be granted to each one of them.

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 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.

Each work program must be specific in terms of its duration, content, teaching material, forms of evaluation, language, validation and equivalence, costs and forms of presentation.

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. 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 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. 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 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.

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

Place:

Date: 05 JUN 2018

Date:

ON BEHALF OF THE UNIVERSIDAD DE GUADALAJARA:

ON BEHALF OF THE EMANUEL FOUNDATION, NEW YORK, USA

DR. MIGUEL ÁNGEL NAVARRO NAVARRO
RECTOR GENERAL

REVEREND DR. CESAR CRUZ
PRESIDENT

MTRO. JOSÉ ALFREDO PEÑA RAMOS
SECRETARY GENERAL

WITNESSES

DR. CARLOS IVÁN MORENO ARELLANO
VICE PROVOST FOR INTERNATIONAL AFFAIRS