

GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, BROUGHT ABOUT IN PART BY THE UNIVERSIDAD DE GUADALAJARA, MEXICO, WHICH WILL BE REFERRED TO AS "UDEG," REPRESENTED IN THIS ACT BY THE GENERAL RECTOR, MIGUEL ANGEL NAVARRO NAVARRO, PH.D., ASSISTED BY THE SECRETARY GENERAL, JOSÉ ALFREDO PEÑA RAMOS, M.A., AND BY FIELDING GRADUATE UNIVERSITY REFERRED TO AS "FGU," REPRESENTED BY THE UNIVERSITY'S PRESIDENT, KATRINA S. ROGERS, PH.D., PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

S T A T E M E N T S

- I. By entering into this Agreement, the parties do not intend to create any legal obligations for the parties other than their mutual declaration of how they can reasonably co-operate with each other in the areas set out herein.
- II. 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.
- III. 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.
- IV. 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:

C L A U S E S

FIRST. The objective of the present agreement is to establish the criteria under which "UDEG" and "FGU" will jointly carry out any mutually approved

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) 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, among 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 for the fulfilment of the present agreement.

THIRD. The parties agree to support, according to their possibilities, the programs, projects and activities that originate out of the present agreement, dependent upon the financial resources allocated for this purpose.

FOURTH. The parties agree that the proposed programs, projects or work agreements that arise from this agreement will require additional specific agreements of collaboration and will be considered annexes to this agreement, once signed by their representatives.

FIFTH. The specific proposed additional agreements 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 additional agreements that will be the operative documents of the present agreement.

SIXTH. The parties agree to regulate through the corresponding specific additional 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 institution, 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 administering any activities that arise from this agreement 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. The validity term in this agreement is for five years. This Agreement may be also terminated by mutual agreement by parties agree or within three months upon effective date by either party of a written request to terminate it. Should there be 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 Agreement has been prepared and will be executed in English and Spanish languages. In

case of different interpretations between the two versions, the English version will prevail.

In witness thereof, this Agreement is signed in Guadalajara, Jalisco, Mexico, on June 25th 2018.

ON BEHALF OF UNIVERSIDAD DE
GUADALAJARA


ON BEHALF OF FIELDING GRADUATE
UNIVERSITY


MIGUEL ANGEL NAVARRO NAVARRO PH.D.
GENERAL RECTOR



KATRINA S. ROGERS, PH.D.
PRESIDENT


JOSE ALFREDO PEÑA RAMOS, M.A.
SECRETARY GENERAL

WITNESSES


CARLOS IVÁN MORENO ARELLANO, PH.D.
VICE PROVOST FOR INTERNATIONAL
AFFAIRS


ANNABELLE NELSON, PH.D.
DOCTORAL FACULTY
SCHOOL OF LEADERSHIP STUDIES


PATRICIA ROSAS CHÁVEZ, PH.D.
PROGRAM DIRECTOR OF LETRAS PARA
VOLAR


YOLANDA GAYOL, ED. D
FIELDING FELLOW

This signatures page is part of the General Agreement for Academic Collaboration entered into between Universidad de Guadalajara and the Fielding Graduate University, which consists of four pages including this one.