

GENERAL AGREEMENT FOR ACADEMIC COLLABORATION, BROUGHT ABOUT IN PART BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, REPRESENTED IN THIS ACT BY THE RECTOR GENERAL, MIGUEL ÁNGEL NAVARRO NAVARRO, PH.D., ASSISTED BY THE SECRETARY GENERAL; JOSÉ ALFREDO PEÑA RAMOS, M.A., WHICH WILL BE REFERRED TO AS "UDEG", AND BY THE **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA INSTITUTE OF TECHNOLOGY**, REFERRED TO AS "GIT", REPRESENTED BY THE VICE PROVOST FOR INTERNATIONAL INITIATIVES, DR. PROF. YVES BERTHELOT; 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 "GIT" 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) 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 and the rules and regulations governing such financial resources.

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 written 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 written documents of the present agreement.

SIXTH. The parties agree to regulate through the corresponding specific written agreements 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. The parties understand and agree that the Georgia Tech Research Corporation is a cooperative organization of GIT and shall enter into any research agreements on behalf of GIT. Proprietary or confidential information may be exchanged between the Parties once a mutually agreeable written non-disclosure agreement has been executed between the Parties and export approval has been obtained, if applicable.

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 organizations 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. 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, the parties will discuss how to handle. Activities will 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. Each party represents to the best of its knowledge and belief that it has not made or offered and that it will not make or offer with respect to the matters which are subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organisation), where such payment, gift, promise or advantage would violate the Foreign Corrupt Practices Act of 1977 of the United States, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and as may be further amended and supplemented from time to time.

THIRTEENTH. 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 in writing, or within three months of the issue by either party of a written request to terminate. Should there be any projects in active exchange status, and unless governed by terms of another written agreement, the agreement may not be terminated until their completion.

FOURTEENTH. The present agreement may be renewed or modified at any time during its validity with the written 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.

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

Place: Atlanta, Georgia

Date: 19 JUN 2018

Date: Sept 10, 2018

ON BEHALF OF THE UNIVERSIDAD DE
GUADALAJARA:

ON BEHALF OF THE BOARD OF REGENTS OF
THE UNIVERSITY SYSTEM OF GEORGIA BY AND
ON BEHALF OF GEORGIA INSTITUTE OF
TECHNOLOGY:


MIGUEL ÁNGEL NAVARRO NAVARRO, PH.D.
RECTOR GENERAL


DR. PROF. YVES BERTHELOT
VICE PROVOST FOR INTERNATIONAL
INITIATIVES


JOSÉ ALFREDO PEÑA RAMOS, M.A.
SECRETARY GENERAL

REVIEWED BY GT LEGAL AFFAIRS: 

WITNESSES


ERNESTO FLORES GALLO, M.A.
RECTOR OF THE UNIVERSITY CENTER FOR THE
ARTS, ARCHITECTURE AND DESIGN


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