

GENERAL AGREEMENT FOR COLLABORATION

Between the

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
Orlando, Florida, U.S.A.

and

UNIVERSIDAD DE GUADALAJARA
Guadalajara, Jalisco, México

WHEREAS, both parties are higher education institutions with full legal capacity to establish commitments, and whose mission includes providing quality learning opportunities for its students and communities, as well as promoting academic research;

WHEREAS, both parties consider the promotion and support of teaching, research and community outreach to be of primary importance in the fulfillment of their mission, goals and objectives;

WHEREAS both institutions consider that increasing opportunities for international cooperation and exchange increases cultural understanding and appreciation;

NOW, THEREFORE, the University of Central Florida Board of Trustees, a public body corporate acting for the University of Central Florida and its component colleges, departments and divisions (hereafter "UCF"), and Universidad de Guadalajara (hereafter "UDEG"), a public body, decentralized from the State Government 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 the 15th day of January, 1994, in execution of the decree number 15319 of the Honorable Congress of the State of Jalisco, the Rector General is the highest executive authority and the legal representative of the University of Guadalajara, conforming to that which is stipulated in article 32 of the Organic Law and 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, enter into this General Agreement between the two institutions to promote mutual cooperation in education, scientific research and outreach, according to the following clauses:

FIRST: This General Agreement shall establish the criteria under which UDEG and UCF will carry out joint collaborative activities of mutual interest.

SECOND: Both parties agree to pursue the following forms of cooperation, within areas that are mutually acceptable:

- a) Exchange of graduate and/or undergraduate students;
- b) Exchange of academic personnel;

- c) Cooperative research and development activities;
- d) Cooperative design of courses, conferences, symposia or academic programs;
- e) Exchange of academic or scientific materials and publications of common interest; and/or
- f) Any other mutually agreed activity that would benefit both parties.

THIRD: All proposed projects, programs or work agreements including anything contemplated under a) through f) above, arising from this General Agreement, will be implemented as “Specific Agreements”, after they have been agreed upon and duly authorized by the official representatives of UDEG and UCF. Each “Specific Agreement” will describe the details necessary to implement any joint project, such as the activities associated with the project, the responsibility of each of the parties, the budget for each activity, the sources of funding, personnel involved, installations and equipment to be used, work schedules, as well as all other specific terms and conditions necessary to achieve the specified objectives of the project. The Specific Agreements will implement this General Agreement and shall be signed by authorized representatives of both parties.

FOURTH: The parties agree to define and manage questions related to intellectual property, such as ownership of industrial rights patents, certificates of invention, registry of models, and copyright of written materials, that may result from cooperative research, through the corresponding Specific Agreement.

FIFTH: All cooperative activities associated with academic courses and programs must be consistent with the accreditation requirements of both institutions. Consistency with accreditation principles will be included in all Specific Agreements associated with the implementation of academic courses and programs. This inter-institutional General Agreement does not imply the extension of accreditation from one institution to the other. In the development of work programs both Parties promise to respect the norms in force and applicable to each of the Parties.

SIXTH: Any student, academic personnel, faculty or scholar exchanges associated with this General Agreement must comply with all the legal and administrative requirements, including immigration, insurance and other applicable requirements, of the home and host institutions. The specific requirements for the visits, as well as the financial implications for each institution must be approved in writing by duly authorized personnel at each institution. The above referenced exchanges must be established through a separate Specific Agreement.

SEVENTH: Each party will each designate its own personnel to administer the activities associated with this General Agreement, as well as the development and implementation of any Specific Agreement. The personnel designated by each party to implement activities that arise from this agreement must hold current employment with the institution and will be solely responsible to the institution to which it is employed.

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 and in no case may they be considered substitute employers, and therefore, each of them assumes the responsibilities that correspond to them as a result of said relationship.

EIGHTH: The parties may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organizations for the development of activities associated with the implementation of any Specific Agreement.

NINTH: Any research generated in conjunction herewith (as further described in a Specific Agreement) shall be subject to unrestricted publication or dissemination, provided that (a) each party requires a copy of any proposed publication thirty (30) days in advance of submission to review for a party's proprietary information, patents and/or other intellectual property rights; (b) each party's proprietary information, patents and/or other intellectual property rights shall be protected by allowing the party who owns such rights to review the proposed publication prior to submission by the other party and the party who owns such rights will complete its review and make any objections within thirty (30) days of receipt of the proposed publication; (c) such publication or dissemination will not compromise patent rights and/or other intellectual property rights developed in performance of the research, or inadvertently divulge proprietary information. Any pre-publication or dissemination review shall be limited to consideration of such patent rights and/or other intellectual property rights and proprietary information concerns and shall be concluded within a period not to exceed thirty (30) days.

TENTH: a. UCF and UDEG agree and will ensure and communicate to their respective faculty, staff and students that such faculty, staff and students involved in the implementation of activities associated with this Agreement, will comply with all applicable United States export control laws, regulations and orders and that no party may export or allow the re-export of any export controlled information or item without prior U.S. government licensing or other authorization.

b. The parties further agree to comply with all applicable laws. The parties agree that participation in research programs is not covered by this Agreement. Research must be covered in a separate agreement that needs to be approved by the UCF Office of Research/Sponsored Programs and equivalent office at UDEG.

ELEVENTH: Public Records. It is State of Florida policy that all public records of the State (including state university records) are open for personal inspection and copying by any person. This agreement between UCF and UDEG, written communications, and other documents, papers and other materials made in connection with the transaction of official business between UCF and UDEG are public records and required by Florida statute to be open to the public. This agreement therefore may be cancelled at any time for either UCF's or UDEG's refusal to allow public access to all documents, papers, letters and other materials open to the public inspection under the State of Florida Public Records Law.

TWELFTH: Each party agrees to protect the confidentiality of student education records in accordance with the laws applicable to that party.

THIRTEENTH: Each party agrees that all information exchanged shall be used solely for the purposes enumerated in this agreement. Each party further agrees to comply with the data privacy laws and regulations applicable to that party with regard to its collection, use, sharing with third parties, disclosure, retention, re-use, and disposal of students' personal data.

FOURTEENTH: The parties agree to comply with federal regulation Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 & 34 C.F.R. Part 106 (1972). Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex, including sexual harassment or sexual violence, and gender-based harassment – or acts that target a person(s) based on their sex or gender status – in education programs and activities that receive federal financial assistance. Therefore, the undersigned parties agree to their obligations that include, but are not limited to, reporting all that they know about a known or reported Title IX incident as soon as they know it to the UCF Title IX Liaison.

FIFTEENTH: UCF does not discriminate in its employment and educational programs and activities on the basis of race, color, ethnicity, national origin, religion, non-religion, age, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability, or veteran's status. UDEG agrees to comply with this non-discrimination policy with respect to all of its decisions and actions regarding UCF students and employees, including requests for reasonable accommodations for qualified individuals based on disability, religious practices and/or pregnancy.

SIXTEENTH: The present General Agreement will become valid upon signature by both parties and shall remain in effect for a period of three (3) years from its effective date. Upon expiration of this General Agreement, a Specific Agreement may be entered into between both parties, if both parties wish to do so. This General Agreement may be renewed upon the mutual written consent of both parties, but only upon review of the activities that have been pursued under this General Agreement and justification regarding why these activities should continue thereunder.

SEVENTEENTH: This General Agreement may be terminated by either party upon three (3) months prior written notice to the other party; however, termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

EIGHTEENTH: The parties recognize that it may be necessary for each to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified by the disclosing party as proprietary at the time of the written disclosure. Oral disclosures shall be reduced to writing and marked as "proprietary" and provided to the other party within thirty (30) days of such oral disclosure. Both Parties shall keep confidential any information of a confidential nature, subject to compliance with applicable laws. The parties are permitted to exchange proprietary information during the three (3) year term of this General Agreement. Nondisclosure obligations shall expire five (5) years after the effective date of this General Agreement.

NINETEENTH: In no event shall either party be liable for any indirect, special, consequential, incidental, exemplary, or punitive damages arising out of or in connection with the Agreement or its subject matter, regardless of whether any such party knows or should know of the possibility of such damages.

TWENTIETH: Neither party makes any representations or warranties of any kind, express or implied, and intellectual property and all other information, whether verbally or in writing, provided under this Agreement is provided on an "as-is" basis.

TWENTY-FIRST: The term "Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship, excluding scholarly works.

Intellectual Property developed solely by UCF shall be solely and exclusively owned by UCF ("UCF Intellectual Property"). Intellectual Property developed solely by UDEG shall be solely and exclusively owned by UDEG ("UDEG Intellectual Property"). "Joint Intellectual Property" means any Intellectual Property developed jointly by UDEG and UCF under this Agreement. Joint Intellectual Property will be owned jointly by UDEG and UCF, who agree to jointly determine inventorship subject to Title 35 of the United States Code for inventions and authorship subject to Title 17 of the United States Code.

"Background Intellectual Property" means Intellectual Property which was in existence, prior to the Effective Date of this Agreement or as to a particular Specific Agreement for research was in existence prior to the start date of that Specific Agreement, or which is created independent of this Agreement. The parties agree that Background Intellectual Property of UDEG and UCF are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party. Nothing in the Agreement shall circumvent or restrict UCF's pre-existing obligations with the U.S. government pertaining to any kind of intellectual property.


TWENTY-SECOND: Each party to this Agreement hereby agrees that it shall not, in the performance of this Agreement or any act materially related thereto, whether directly or indirectly, commit or attempt to commit any act which is in violation of any applicable law, including, without limitation, the United States Foreign Corrupt Practices Act ("FCPA"). All parties confirm that they are committed to strict compliance with anti-corruption laws, including without limitation, the FCPA, as applicable to it. All parties hereby agree that they shall not: (a) make a payment of money or money's worth (such as a gift or a favor) or make an offer in this regard; (b) promise to pay or authorize the payment of any money or money's worth, to any government official or political party, or to any person while knowing that the same may have the effect of influencing decisions favorable to itself. It is expressly clarified that the parties do not approve of such practices and that any indulgence by one party in such malpractices will not be considered approved by any other party under any circumstance. Each party, upon reasonable cause to believe that another party has failed to comply with this provision, shall be entitled to audit the relevant records of the suspected party and the suspected party shall be obligated to offer reasonable cooperation. Any breach of this clause by any party shall be considered a material breach of this Agreement and, at the option of any non-breaching party, result in immediate termination of this Agreement.

TWENTY-THIRD: UCF is accredited by the Southern Association of Colleges and Schools' Commission on Colleges (SACSCOC) to award degrees at the associate, baccalaureate, master's, specialist, and doctoral levels. The University of Guadalajara holds the Recognition of Official Validity of Study by the Ministry of Public Education. Implementation of this collaborative program does not constitute the extension of, or inclusion in, the accreditation from either university to the other. Neither UCF nor UDEG may use the Southern Association of Colleges and

Schools' Commission on Colleges' (SACSCOC) logo in connection with this program or otherwise.

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of each of its clauses, and agree to carry out the actions necessary to implement it. Two copies of this document may be signed in English and Spanish, both versions with the same content and validity. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**
Orlando, Florida, USA



Nataly Chandia
Associate Vice President

Date: Nov. 15, 2022

UNIVERSIDAD DE GUADALAJARA
Guadalajara, Jalisco, México



Dr. Ricardo Villanueva Lomeli
Rector General


Date:



MSc. Guillermo Arturo Gómez Mata
Secretary General

Date:

WITNESSES



Mtra. Valeria Viridiana Padilla Navarro
Coordinator For Internationalization

Date: 24 NOV 2022