



RG/ACC/04/2021



**GENERAL AGREEMENT FOR ACADEMIC COLLABORATION**, BROUGHT ABOUT IN PART BY THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, REPRESENTED IN THIS ACT BY THE RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELI, ASSISTED BY THE SECRETARY GENERAL, MTRO. GUILLERMO ARTURO GOMEZ MATA, WHICH WILL BE REFERRED TO AS “UDEG”, AND BY THE **ST. PÖLTEN UNIVERISTY OF APPLIED SCIENCES, AUSTRIA** REFERRED TO AS “UAS”, REPRESENTED BY THE MANAGEMENT DIPL.-ING. GERNOT KOHL, MSC AND FH-PROF. DIPL.-ING. HANNES RAFFASDER PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

### STATEMENTS

- I. That, in keeping with their normative laws and regulations, they are higher education institutions with full legal capacity to establish commitments.
- 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 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:

### CLAUSES

**FIRST.** The objective of the present Agreement is to establish the criteria under which the “UDEG” and the “UAS” 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 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.

**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** Both parties appreciate that they will need to collect from and disclose to the other Personal Data (as defined below) relating to Exchange Students and exchange personnel (“Data Subjects”). Each party, being both a provider (“Disclosing Party”) and a recipient (“Receiving Party”) of Personal Data under this Agreement, agrees to take reasonable steps to assist the other party to ensure that the relevant data protection laws of each party are complied with when so advised by the other. In this respect, both parties agree that:

- (i) The Disclosing Party will:
  - a. prior to disclosing any Personal Data to the Receiving Party, inform the Data Subject pursuant to Article 6 (1) (c) in conjunction with Article 49 (1) (b) in conjunction with Article 12 and 13 General Data Protection Regulation (“GDPR”) that the fulfilment of the contract entails the transfer of the Data Subject’s Personal Data to the Receiving Party for the purposes of the Exchange Program.
- (ii) The Receiving Party will:
  - a. use the Personal Data solely for the purposes for which the Disclosing Party disclosed the Personal Data;
  - b. employ reasonable efforts to ensure that the Personal Data that it processes are accurate and complete;
  - c. take appropriate technical and organisational measures to protect Personal Data;
  - d. not retain Personal Data for any longer than is necessary for business or legal purposes; and
  - e. not disclose or transfer any Personal Data received from the Disclosing Party to a third party without similar data protection terms and conditions as in this Memorandum.

The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

For the purposes of this clause “Personal Data” shall mean; data whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which either of the University has or is likely to have access.

The parties agree to consider as confidential all information related to the activities of the “UDEG” to which “UAS” has access, and vice versa, on the occasion of this agreement and which is not of a public nature.

**THIRTEENTH.** 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.



**FOURTEENTH.** 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.

**FIFTHTEENTH.** 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  
Date:

09 FEB 2021

Place: St. Pölten, Austria  
Date:

09. 06. 2021

**ON BEHALF OF THE UNIVERSIDAD DE  
GUADALAJARA:**

**ON BEHALF OF THE UNIVERSITY OF APPLIED  
SCIENCES ST. PÖLTEN**



**DR. RICARDO VILLANUEVA LOMELI**  
RECTOR GENERAL



**DIPL.-ING. GERNOT KOHL, MSC**  
CHIEF EXECUTIVE OFFICER



**MTRO. GUILLERMO ARTURO GOMEZ MATA**  
SECRETARY GENERAL



**FH-PROF. DIPL.-ING. HANNES RAFFASEDER**  
CHIEF RESEARCH AND INNOVATION  
OFFICER



**MTRA. VALERIA VIRIDIANA PADILLA  
NAVARRO**  
COORDINATOR FOR INTERNATIONALIZATION

**WITNESSES**



**MAG. MAG. DANIELA LOHNER**  
HEAD OF INTERNATIONAL RELATIONS