#### AGREEMENT FOR THE ESTABLISHMENT OF AN EXCHANGE PROGRAM

# **BETWEEN**

# UNIVERSIDAD DE GUADALAJARA

(Guadalajara - México)

Y

#### MEDICAL UNIVERSITY OF GRAZ

(Graz - Austria)

#### 2017-2022

UNIVERSIDAD DE GUADALAJARA, hereinafter referred to as UDEG located at Av. Juárez 976, Col. Centro, Guadalajara, México, represented by its General Rector Mtro. Itzcóatl Tonatiuh Bravo Padilla, and his Secretary General, Mtro. José Alfredo Peña Ramos; and MEDICAL UNIVERSITY OF GRAZ, hereinafter referred to as MEDUNIGRAZ, located at Auenbruggerplatz 2, 8036, Graz, Austria, represented by its Vice-Rector for Studies and Teaching Univ.-Prof. Dr. Doris Lang-Loidolt, linked by common academic and cultural interests, set forth the present agreement according to the following clauses:

#### FIRST CLAUSE - GOAL

The present agreement is aimed at developing an exchange program and cooperation in all the health sciences areas offered at either the two institutions. The exchange program may include:

- a) Undergraduate and graduate students;
- b) Professors and researchers;
- c) Research and training collaborations.

# SECOND CLAUSE - THE EXCHANGE PROGRAM

- II.1 The student exchange period will be from one semester to one academic year. The exchange of students will start in August (UDEG) and October 2017 (MEDUNIGRAZ).
- II.2 The exchange period for professors and researcher will be set according to each situation and shall be of mutual interest.
- II.3 Candidates to the exchange program must have knowledge of the language in which classes will be taught (Spanish/German).
- II.4 The requests shall be made by the home institution of the candidates.

- II.5 Students will be assessed by the Host university's faculty according to its rules.
- II.6 Recognizing credits for the disciplines or trainings taken thorough exchange will be responsibility of the home institution.
- II.7 In order to have candidate's request considered by the host institution, candidates must submit all the documents demanded in time. The specific documents and instructions shall be included in the information packages made available to interested candidates at each institution.
- II.8 Students from each University will remain registered at their home University, where they will pay all academic fees, including tuition, and will be granted exemption from the normal tuition fees at the host University.
- II.9 At the end of the study abroad period, students will receive a confirmation of academic training and of exams passed at the host University.
- II.10 The number of students exchanged should not exceed 2 per semester. A student who spends 2 semesters on exchange occupies a place in each semester.
- II.11 The academic extension programs of the UDEG offered by its university enterprises, the Colegio de Español y Cultura Mexicana and the Sistema Corporativo PROULEX COMLEX are not included in this agreement.

# THIRD CLAUSE - THE OBLIGATIONS

- III.1 Accommodation, transportation, and personal expenses, including outings, books, consumables and other incidental expenses arising out of the exchange as well as the expenses of medical insurance if unfortunately necessary, are the responsibility of the visiting students, professors, and researchers. Each institution shall provide advice on obtaining accommodation.
- III.2 Students, professors and researchers taking part in exchange activities shall have international health and social insurance valid during those activities and must show evidence thereof as well as of any required inoculations. In any case the visiting students have to pay the membership-contribution ("ÖH-Beitrag") to the Austrian Student Representation (Österreichische Hochschülerschaft) being € 18.- as of now so that liability coverage is guaranteed. The institutions agree that the costs for health and social insurance coverage are borne entirely by the visiting candidates concerned.
- III.3 All exchange candidates are required to follow the morals, traditions and regulations of the hosting country and the hosting institution. To foster the understanding of differences in lifestyle and culture and subsequent expected behavior in the host country each host institution provides the medical exchange candidates information material and/or instructions prior to or at their arrival in the hosting country.
- III.4 Both institutions expressly do not assume any liability for the misbehavior or negligence of visiting candidates which are related in any way to this exchange program.

III.5 – An individual agreement about the terms and conditions of the sojourn at MEDUNIGRAZ has to be signed by each visiting candidate. However, with this individual agreement the exchange candidates do not enter into any relation of employment with the MEDUNIGRAZ and will not obtain any kind of financial compensation by the MEDUNIGRAZ.

III.6 – Both institutions agree that any intellectual property rights arising from or in connection with any program or activity under this Agreement, through and by the joint and collaborative efforts of both institutions, shall be jointly owned and subject to any other terms and conditions as may be agreed upon according to the relevant legal regulations and the host institution's internal regulations.

# FOURTH CLAUSE - FINANCIAL RESOURCES

Both institutions will strive to obtain resources from the institutions themselves or from financing agencies to develop the activities under this agreement.

#### FIFTH CLAUSE – COORDINATION

V.1 – In order to carry out and fulfill the aims of this agreement, UDEG and MEDUNIGRAZ will appoint an appropriate person from their staff to coordinate the development and conduct of joint activities. Through these contact persons, either institution may present proposals for activities that shall be established.

V.2 – The coordinators will be equally responsible for the evaluation of activities under this agreement according to the established practices in their respective institutions.

For UDG the coordinator is:	For MEDUNIGRAZ the coordinator is:
Name: Dr. Carlos Iván Moreno Arellano, Vice-	Name: Mag. Christina Schönbacher, MBA
Provost for International Affairs	Director
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## SIXTH CLAUSE – DURATION OF THE AGREEMENT

VI.1 – This agreement shall take effect on the date the last required signature is appended hereto and shall be valid for 5 (Five) years thereafter. It may be amended or extended, by a proper document signed by both parts.

VI.2 – This agreement may be canceled by mutual accord or when one party sends a written notification to the other at least three months before the due date to terminate the agreement.

VI.3 – The end of the agreement shall not bring to a close any activity in progress.

#### SEVENTH CLAUSE - INTERPRETATION

The parties state that the signing of the current agreement and the commitments contained therein, are made in good faith and, therefore they will undertake all actions necessary for its proper execution; any discrepancy in the interpretation of the agreement will be resolved by common accord.

# EIGHTH CLAUSE - LEGAL BASIS

VIII.1 – This agreement is a complete and exclusive statement of the agreement between the parties concerning the subject matter hereof and supersedes all proposals or prior agreements, oral or written. This agreement can only be modified in writing by the duly executed representatives of both parties.

VIII.2 – This agreement shall be executed in two counterparts in English language, being one for UDEG and one for MEDUNIGRAZ, each which shall be deemed an original.

As witnesses to their subscription to the above articles, the appropriate authorities, representing UDEG and MEDUNIGRAZ have hereinto set their signatures in two copies in English language.

Place: Guadalajara, Jalisco, México

Date: 09-01-2018

Place: Graz, Austria

Date: 05.03.2018

UNIVERSIDAD DE GUADALAJARA

**MEDICAL UNIVERSITY OF GRAZ** 

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