



RG/ACC/408/2024



7475/2024

MEMORANDUM OF UNDERSTANDING (MOU) FOR ACADEMIC COLLABORATION EXECUTED BY **UNIVERSIDAD DE GUADALAJARA, MEXICO**, HEREIN REFERRED TO AS "UDEG", REPRESENTED IN THIS ACT BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, AND BY **CARDIFF UNIVERSITY, UNITED KINGDOM**, HEREIN REFERRED TO AS "CU", REPRESENTED BY THE PRO VICE-CHANCELLOR, INTERNATIONAL, PROFESSOR RUDOLF ALLEMANN FRSC, FLSW; PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"CU" DECLARES:

- I. Constituted through Royal Decree, 1884.
- II. That its representative is empowered to enter into this type of agreements, as established in Cardiff University Ordinance 9, Section 5.1.
- III. Among its purposes is: To advance knowledge and education by teaching and research and by the example and influence of its corporate life; to provide instruction and courses of study for persons seeking to qualify for degrees and other awards of Cardiff University, and of other universities and for other persons; to promote and make provision for research and for such methods of advancing, disseminating, preserving and applying knowledge as may be decided upon from time to time by Cardiff University; to develop the character of the Students by virtue of its corporate life; to promote, itself or jointly with others, health and welfare with special reference to the needs of Wales; to contribute to the social, cultural and economic development of Wales and the United Kingdom; to be a teaching, research, examining and degree-awarding body and shall have power to do all lawful acts including (but without prejudice to the generality of the foregoing) power to make awards and confer degrees, diplomas, certificates and similar distinctions which may be substantive, dual, joint, honorary or otherwise and for good cause to deprive a person of such an award, distinction or degree, subject to the provisions of the Statutes and Ordinances of Cardiff University.
- IV. That designates as responsible for the execution of this MOU the Pro Vice-Chancellor, International.
- V. That the legal address is the property located at 30-36 Newport Road, Cardiff CF24 ODE, Wales, United Kingdom.

"UDEG" DECLARES:

- I. That it is 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.

- II. That its stated aims are to train and update technicians, high school diploma holders, professional technicians, professionals, graduates and other human resources that are required for the socio-economic development of the State; to organize, carry out, encourage and disseminate scientific, technological and humanistic research, to uphold, conserve, increase and spread cultural awareness, and to work alongside the competent educational authorities in the orientation and promotion of upper-intermediate and higher education, as well as with the development of science and technology, all of this in keeping with article 5° of its Organic Law.
- III. That it conforms to article 6°, section III of its Organic Law, in that it undertakes programs of teaching, research and the diffusion of cultural awareness, in agreement with the principles and directions laid out in article 3° of the Political Constitution of the Mexican United States.
- IV. That the Rector General is the highest executive authority and the legal representative of Universidad de Guadalajara, conforming to that which is stipulated in article 32° of the Organic Law.
- V. That indicates as legal domicile the property located in Avenida Juárez, number 976, Colonia Centro, Postal Code 44100, in Guadalajara, Jalisco, México.

C L A U S E S

FIRST. The objective of the present Memorandum of Understanding (MOU) is to establish the criteria under which "UDEG" and "CU" will jointly carry out academic, scientific and cultural collaborative activities, for the enrichment of the educational functions that are fulfilled.

SECOND. Both Parties agree that they may initiate cooperation in the following areas:

- a) Student exchange;
- b) Exchange of academic personnel;
- c) Other activities on which the Parties agree upon for the fulfilment of the present MOU.

THIRD. The Parties may financially support the programs, projects and activities that originate out of the present MOU according to the financial resources available. However, each Party agrees that it will be responsible only for its own costs that may arise from activities that originate out of the present MOU, and not for the costs of the other Party.



AP.



FOURTH. The Parties agree that the proposed programs, projects or work agreements that arise from this MOU, will be elevated to the category of specific agreements of collaboration and will be considered annexes to this MOU, once they are signed by their representatives.

FIFTH. The specific proposed agreements will describe, in precise detail and with complete accordance, the activities to be developed, the responsibilities of each Party, 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 Memorandum of Understanding (MOU).

SIXTH. The Parties will each designate their own personnel to administer the activities of this MOU, including the continuation and proposed endorsement of specific collaborations.

SEVENTH. 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.

EIGHTH. The personnel designated by each Party, for the purpose of administering any activities that arise from this MOU, will maintain their current employment status at their home university and will not be considered, in any way, part of the visiting institution. The personnel will continue under the absolute direction and dependence of the Party with which they have established their labor relationship or have been hired, so there will be no relationship whatsoever with the other Party 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 such relationship. The host university will not incur labor responsibilities regarding visiting personnel participants.

NINTH. The Parties agree to consider as confidential all information related to the activities of "UDEG" to which "CU" has access, and vice versa, as a result of this MOU and which is not of a public nature.

TENTH. The present Memorandum of Understanding (MOU) will be valid for five (5) years and will come into effect from the date of its joint signing. In the case of separate signatures, the date of the second signature will be taken as its initial date. This MOU may be renewed, modified or terminated if either Party so requests the other Party at least six (6) months in advance and in writing. If there are ongoing collaborative actions, they shall not be affected by the termination of this MOU. Upon termination of this MOU, the provisions of the twelfth clause will remain in full force and effect.

ELEVENTH. The present MOU 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.



TWELFTH. The Parties demonstrate good faith in signing this Memorandum of Understanding (MOU) 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. If the dispute cannot be resolved informally, it will be referred to a senior post-holder within each university. Any dispute arising out of the operation of this MOU shall be subject to the exclusive jurisdiction of the laws of the defendant's country.

Both Parties, having read this 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, sign this Memorandum of Understanding (MOU) in duplicate, in English, both original copies with the same content and validity.

Place: Guadalajara, Jalisco, México.
Date:

04 DIC 2024

Place: Cardiff, Wales, United Kingdom
Date: 17/12/2025

UNIVERSIDAD DE GUADALAJARA

CARDIFF UNIVERSITY

DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

PROFESSOR RUDOLF ALLEMANN FRSC, FLSW
PRO VICE-CHANCELLOR, INTERNATIONAL

W I T N E S S

MTRA. VALERIA VIRIDIANA PADILLA
NAVARRO
COORDINATOR FOR
INTERNATIONALIZATION