



RG TACC / 409 / 2024



7476/2024

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

STATEMENTS

"CU" DECLARES:

- I. Constituted through Royal Charter, 1884.
- II. That its representative is empowered to enter into this type of agreement, 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 specific agreement 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 require 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 designates as responsible for the execution of this specific agreement the holder of the Coordination of Internationalization, or person to whom delegates functions.
- VI. 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 Agreement is to establish the basis for an exchange program for undergraduate and graduate students between both universities, in its on-site and/or virtual modalities.

SECOND. The academic extension programs of Universidad de Guadalajara and those offered by its Productive Entities, such as *Colegio de Español y Cultura Mexicana* and the *Proulex-Comlex Corporate System*, are not included in this student exchange agreement.

THIRD. Each Party will select and nominate students to participate in this exchange program, in accordance with the procedures and requirements set forth by the host university. Admittance of exchange students remains within the discretion of the host university.¹

¹ Operative and administrative arrangements are provided also in "Schedule 1: Administrative Arrangements for the Exchange Programme", which makes part of this Agreement.



FOURTH. The exchange of students under this Agreement will take place in accordance with the academic calendar of each university, and may last for one semester or a full academic year, or when the academic program requires it, for a shorter duration, subject to agreement between both universities.

Students selected for this exchange program will be allowed to select and take courses at the host university, provided that the courses correspond to the same level and/or are equivalent to those offered by their home university. Students participating in this exchange program will be registered as non-degree-seeking students at the host university.

FIFTH. The home university will submit the required certified documents of the students selected to the host university, for information and admittance purposes, by the deadline set by the host university.

SIXTH. The Parties agree to consider as confidential all information related to the activities of the "UDEG" to which "CU" has access, and vice versa, as a result of this agreement and which is not of a public nature. The Parties will keep and procure that their employees keep strictly confidential all confidential information received or obtained as a result of entering into or performing this Agreement, and shall use such confidential information only for the purposes of this Agreement. Each Party may disclose information which would otherwise be confidential information if and to the extent:

- i) It is required by law or by any relevant regulatory body;
- ii) It is disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that Party;
- iii) The information has come into the public domain through no fault of that Party; or
- iv) The other Party has given prior written approval of the disclosure.

SEVENTH: Each Party, within the scope of their respective competence, shall act as a data controller (or data responsible) in respect of the processing of personal data, acting individually and jointly as follows:

- i) Both Parties shall be joint data controllers when they are processing personal data in relation to the exchange of students between UDEG and CU; and
- ii) The Party that is the receiving university shall be an independent data controller (or data responsible) where it is processing personal data in relation to the hosting of students at its university, in the event that said institution is offering the service of accommodation for exchange students within the framework of the present agreement. In the case of UDEG, this university does not offer that service.

Each Party agrees and undertakes (and shall procure that its servants, employees, agents or sub-contractors involved in the exchange program undertake) to comply with any requirements under data protection legislation and regulations in the country in which the university is based and with each university's data protection policies. Notwithstanding this general obligation, where either Party is processing personal data it will ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against



accident loss or destruction of, or damage to, the personal data). Personal data shall only be used by each Party for the purpose of administering the exchange program, and shall not be disclosed to any third Party that is not directly involved in the pursuit of this purpose.

EIGHTH. Students participating in this exchange program will pay registration and tuition fees to their home university. The host university will not charge them for these items.

NINTH. Under the terms of this Agreement, Cardiff University will be able to receive up to two (2) students per academic semester, from which there would not be more than one (1) of those students placed in any one school within the College of Arts, Humanities and Social Sciences (AHSS College), of the Cardiff University. Regarding Universidad de Guadalajara, the number of places available for the incoming students from Cardiff University will be subject to availability, starting from four (4) places per academic semester. If necessary, any disparity in the number of students will be adjusted in the following year.

TENTH. At the end of the academic term and exam period the host university will send the home university an official transcript of the grades obtained by each exchange student. The conversion of academic records will be made according to the home institution's regulations and criteria. If so requested, the host university will provide course descriptions and résumés of the professors who taught the courses attended by the exchange students, as well as information about the grading and evaluation system used.

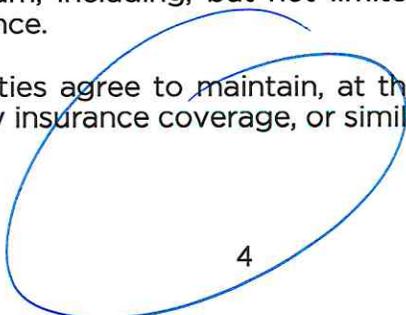
ELEVENTH. Students selected for the exchange will have the same academic and administrative rights and responsibilities applied by the host university to its own students. This includes the appropriate level of access to support, learning and recreational facilities and services of the host university as that granted to the host university's degree-seeking students. Exchange students must comply with the academic and disciplinary regulations and laws of the host university, and they will be held accountable in case of non-compliance with this section, in such case their home university will be informed as soon as practicable, after which the host university may take appropriate action against such students, including termination of registration with the host university, where necessary. Exchange students will not be eligible for a degree awarded by the host university as part of the exchange. Exchange students will be entitled to address complaints to the host university, in accordance with the host university's student complaints procedure.

TWELFTH. Both Parties agree that it is the responsibility of the exchange students to obtain the proper visas in their home country.

THIRTEENTH. The exchange students will be responsible for all additional expenses in this exchange program, including, but not limited to, transportation, housing, meals and health insurance.

FOURTEENTH. The Parties agree to maintain, at their own expense, appropriate public or general liability insurance coverage, or similar.





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FIFTEENTH. Each one of the Institutions of Agreement will provide academic advisory and counselling services to exchange students during their stay in the respective universities.

SIXTEENTH. The Parties subscribe to a policy of equal opportunities in relation to the arrangements for agreeing and offering placements and will not unlawfully discriminate, directly or indirectly, on the grounds of any of the following protected characteristics: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The Parties will abide by these principles in the administration of this Agreement.

SEVENTEENTH. The present Agreement 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 will be taken as its initial date. This Agreement may be renewed or modified if either Party so requests at least six (6) months in advance and in writing.

EIGHTEENTH. Either Party may terminate this Agreement by giving to the other no less than three (3) months in writing, or with immediate effect, by notice in writing, if the other Party commits a material breach (which may consist a series of minor breaches) of the terms of this Agreement, or with immediate effect, by notice in writing, if the other Party ceases to exist. If notice of termination has been given under this clause, the Parties shall agree in writing a mechanism for ensuring that exchange students are able to complete their studies at the host university, and cease to promote or market the exchange program and not register any new students. Upon termination of this Agreement, each Party shall cease using the name and/or logo of the other. The provisions of the sixth, seventh and nineteenth clauses of this Agreement will remain in full force and effect.

NINETEENTH. The Parties state that the signing of this Agreement and the commitments contained herein, 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. 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 Agreement shall be subject to the exclusive jurisdiction of the laws of the defendant's country.

Having read this document, both Institutions being aware of the content and extent of each clause and affirming that there is no deceit, reticence, or any other reason that might corrupt its approval, both Institutions sign in duplicate, in English, both original copies with the same content and validity.

Place: Guadalajara, Jalisco, México.
Date: 04 DIC 2021

Place: Cardiff, Wales, United Kingdom.
Date: 17/12/2021

UNIVERSIDAD DE GUADALAJARA

CARDIFF UNIVERSITY

DR. RICARDO VILLANUEVA LOMELÍ
RECTOR GENERAL

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



WITNESS

MTRA. VALERIA VIRIDIANA PADILLA
NAVARRO
COORDINATOR FOR
INTERNATIONALIZATION

Schedule 1:
Administrative Arrangements for the Exchange Programme

	Universidad de Guadalajara	Cardiff University
Academic Terms	Calendar "A" extends from January to July; "Calendar B" extends from August to December.	Semesters 1 extends from September to January; Semester 2 extends from January to June
Participating Academic Departments	All the University Centers (<i>Centros Universitarios</i>) and the Virtual University System (<i>Sistema de Universidad Virtual</i>) that conform the University Network (<i>Red Universitaria</i>) of Universidad de Guadalajara, are included in this exchange program.	College of Arts, Humanities and Social Sciences
Number of Students	<p>CU will guarantee availability of no more than one (1) full-year space or two (2) semester spaces per year. In any of the following academic schools there will be no more than one (1) incoming student placed per school:</p> <ul style="list-style-type: none"> • English, Communication and Philosophy • Journalism, Media and Culture • Law and Politics • History, Archaeology and Religion <p>Regarding Universidad de Guadalajara, the number of places available for the incoming students from Cardiff University will be subject to availability, starting from four (4) places per academic semester.</p>	



Minimum Academic Requirements	In the case of outgoing UDEG students, undergraduate students must have completed 40% of the credits of the study plan; and graduate students must receive authorization from their corresponding academic departments.	Students must be of good academic standing and have completed 1 year of continuous study at their home institution before participating in the exchange.
Language Requirements	CU students going on exchange to UDEG must have a level of Spanish and/or English of at least B1 according to the Common European Framework of Reference for Languages (CEFR).	Students must be sufficiently competent in the language of instruction. The Primary language of instruction is English. For students whose first language is not English, CU requires students to have achieved a minimum of 6.5 overall in the IELTS (academic) test with a minimum of 5.5 in each subscore, OR an overall score of 90 in the TOEFL iBT examination.
Housing	UDEG does not offer housing services for exchange students; however, the staff in charge of the execution of this Agreement—to the best of their abilities and within the reasonable limits—, will provide advice and counsel to the students enrolled in this exchange program, regarding lodging arrangements and other needs.	CU shall take reasonable steps to assist Exchange Students in finding suitable accommodation for their period of study at the host institution
Liaison Officers	Position: Responsible for Cooperation with Europe (except Spain and Andorra), from the Coordination for Internationalization. E-mail: bennett.gareth@udg.mx Phone: +52 (33) 3134 2222. Ext. 12932	Position: Deputy Head, Global Opportunities E-mail: GOcardiff.ac.uk Phone: +44 (0)29 2251 88888

