



RG/ACC/226/2025



SPECIFIC AGREEMENT FOR THE EXCHANGE OF STUDENTS AND ACADEMIC PERSONNEL, ENTERED INTO BY AND BETWEEN **UNIVERSIDAD DE GUADALAJARA**, MEXICO, HEREINAFTER REFERRED TO AS "UDEG", REPRESENTED BY ITS RECTOR GENERAL, MTRA. KARLA ALEJANDRINA PLANTER PÉREZ, ASSISTED BY THE SECRETARY GENERAL, MTRO. CÉSAR ANTONIO BARBA DELGADILLO, AND ON THE OTHER HAND, **UNIVERSITÉ JEAN MOULIN LYON 3, FRANCE**, HEREINAFTER REFERRED TO AS "UJML3", REPRESENTED BY ITS VICE PRESIDENT OF INTERNATIONAL AFFAIRS AND FRANCOPHONIE, MANUEL JOBERT; IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"UJML3" declares:

- I. That it is a public scientific, cultural, and profesional institution constituted by the Law of France, as evidenced in the French Code of Education, article D711-1 such as updated by Decree n°2024-1155 dated December 4th, 2024, article 12.
- II. That its representative is empowered to enter into this type of agreement, as established in Article L.123-3 of the French Code of Education, which provides for engaging in international cooperation with global partners, and as stated in Article 3 of the general provisions of the university's governing law, to contribute to the exchange of ideas, the advancement of research, and the meeting of cultures within the international scientific and cultural community.
- III. Among its purposes as a public scientific, cultural, and profesional institution are to carry out teaching, research, and documentation within the framework of national regulations and in accordance with the governing law of the university.
- IV. That designates as responsible for the execution of this agreement the holder of the Director of International Relations or person whom delegates functions.
- V. That it indicates, as its legal domicile, the property located at 1C avenue des Frères Lumière, CS 78242 - 69372 LYON CEDEX 08 France.

"UDEG" declares:

- I. That it is a public body, decentralized from the Government of the State of Jalisco, with autonomy, legal personality and property ownership rights, in accordance with the provisions of Article 1° of its Organic Law, published by the Local Executive on January 15th, 1994, in execution of the decree number 15,319 of the Honorable Congress of the State of Jalisco.



- II. As stated in sections II and III of Article 5° of the Organic Law of the university, its purposes are to organize, carry out, promote and disseminate scientific, technological, and humanistic research; as well as to recover, preserve, increase and disseminate culture.
- III. That it is an attribution of Universidad de Guadalajara, in accordance with Article 6°, Section III of its Organic Law, to carry out teaching, research and cultural dissemination programs, pursuant to the principles and guidelines established in Article 3° of the Federal Constitution of the United Mexican States.
- IV. That the Rector General is the highest executive authority of Universidad de Guadalajara and its legal representative, in accordance with Article 32° of the Organic Law of the university.
- V. That the Secretary General is responsible for certifying acts and deeds under the terms of Article 40° of the Organic Law of the university.
- VI. That designates as responsible for the execution of this agreement the holder of the Coordination of Internationalization, or person to whom delegates functions.
- VII. That it indicates as legal domicile the property located at Avenida Juárez 976, Colonia Centro, Postal Code, 44100, in Guadalajara, Jalisco.

CLAUSES

FIRST. The objective of this Agreement is to establish the basis for an exchange program for undergraduate and graduate students and academic personnel, between both universities, in the on-site and/or virtual modalities.

Undergraduate and Graduate Student Exchanges

SECOND: Each Party will select and nominate its students to participate in the exchange program, according to the procedures and requirements set forth by the host institution. The admittance of exchange students remains within the discretion of the host institution.

THIRD. Student exchanges under this agreement will be adjusted to the school calendar of each university and may have a duration of one semester or a full academic year, or a shorter duration, when the academic program so requires, upon agreement between both universities.

FOURTH. Students selected for the exchange program may take courses at the host institution, as long as they correspond to the same level and/or are comparable to those taught at their home institution.



FIFTH. The home institution will submit the required documents of the selected students to the host institution for information and admittance purposes, on the deadline date indicated by the host institution.

SIXTH. Students participating in the exchange program will pay their own registration and tuition fees to their home institution. The host institution will not charge them for these items.

SEVENTH. Both universities agree to exchange, under this agreement, up to four (4) students per academic semester. Any adjustment on the disparity in the number of students shall be made the following year.

EIGHTH. After the final examination period and the exchange period, the host institution will send to the home institution a report with the grades obtained by each exchange student. The conversion of academic records will be subject to the regulations of each of the universities signatory to this agreement. If requested, the host institution will provide course descriptions and *curricula vitae* of the professors with whom the exchange students have taken classes, as well as information on the institution's grading system.

NINTH. The students selected for the exchange will have the same rights and responsibilities, academic and administrative, that the receiving institution contemplates for its own students. Exchange students must abide by the laws and university regulations and may be subject to the sanctions contemplated in case of non-compliance with this section; in this case, the home institution must be informed. Exchange students will not obtain a degree from the receiving institution.

TENTH. Both institutions agree that it is the responsibility of the exchange students to carry out the immigration procedures to obtain the visa in their country of origin.

ELEVENTH. Exchange students will be responsible for all additional expenses of the exchange, including transportation, lodging, food and medical, housing, and personal liability insurance.

TWELFTH. Each of the institutions of this agreement will provide academic advising and counseling services to exchange students during their stay at the respective universities.

Academic Personnel Exchanges

THIRTEENTH. Both institutions agree to review annually the number of the academic personnel sent and received.

FOURTEENTH. The institutions, to the extent of their possibilities, may support the academic personnel in exchange in obtaining resources to cover the costs of transportation, lodging, food and international medical insurance.

The institution sending academic personnel shall be responsible for covering their salaries.



FIFTEENTH. The academic personnel participating in this agreement must carry out the procedures provided for in the regulations of their institution of origin, so that they may be authorized to be absent from their academic work during the time of their stay at the receiving institution.

SIXTEENTH. The academic personnel participating in this exchange program will be responsible for all additional expenses generated by the exchange, such as transportation, lodging, food and international medical, housing, and personal liability insurance.

SEVENTEENTH. Both Parties agree that the academic personnel participating in this exchange program will maintain their employment relationship with their home institution.

EIGHTEENTH. The host institution will give the visiting academic personnel an official letter stating the activities performed at the host university, once the stay is concluded.

Common provisions

NINETEENTH. 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 *Sistema Corporativo Proulex-Comlex*, are not included in the present Agreement for the exchange of students and academic personnel.

TWENTIETH. The Parties agree to consider as confidential all information related to the activities of "UDEG" to which "UJML3" has access, and vice versa, as a result of this agreement and which is not public.

TWENTY-FIRST. Given that the "UJML3" is subject to the 2016/679 (EU) Regulation of the European Parliament and Council of 27 April 2016, the Parties agree to comply with the security conditions and measures required for protecting the personal data of any natural person impacted by the implementation of the Agreement hereof.

Transfers of personal data will comply with European regulations on personal data protection and will take place within the following frame:

- a) Data Exporter: The Data Exporters are "UJML3" - "UDEG"
- b) Data Importer: The Data Importers are "UDEG" - "UJML3"
- c) Data subjects: The personal data transferred concern the following categories of Data Subjects: students, teaching staff, and administrative staff.

Purpose of the transfer: The transfer is necessary for the following purposes:

- (a) For academic collaboration purposes such as research, teaching, and education and for any other lawful purpose agreed by the Parties.



Categories of data: The personal data transferred fall within the following categories of data.

- a) For students: Name, nationality, date of birth, e-mail address, phone number, academic record, and any other categories of personal data necessary for the purposes listed above.
- b) For teaching and administrative staff: Name, professional/academic position, professional e-mail, phone number, and any other categories of personal data necessary for the purposes listed above.

Sensitive data (if appropriate): The personal data transferred fall within the following categories of sensitive data: NONE.

In case sensitive data may appear in the documents managed by a university, the partners undertake to avoid transferring it (exporter) and undertake not to disclose (importer) it.

Recipients: The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Recipients to whom the personal data is transferred:

- (a) in accordance with this Agreement;
- (b) in connection with the purposes listed above;
- (c) as required by any laws applicable to the Data Importer; or
- (d) as expressly authorised by the data subject.

Transferring data to third Parties: The Parties may be required to disclose all or part of personal data to competent judicial or administrative authorities ("authorized third-party processors") pursuant to applicable law, or in the event of imperative decisions. The Parties undertake to limit the disclosure of personal data to that which is explicitly and restrictively required in compliance with applicable law.

If one institution receives a request for Personal Data of an Exchange Student from a third party (e.g., subpoena), the receiving institution shall, to the extent permitted by law, notify the other institution promptly, and will reasonably cooperate with the other institution in complying with or responding to such request. Each institution agrees to implement, maintain, and use reasonable physical, electronic, technical, and managerial safeguards to prevent unauthorized physical and electronic access to and disclosure of Student Information; to ensure the confidentiality, integrity, and availability of all Student Information; and to prevent accidental loss, destruction or damage of Student Information. This section shall survive termination of this Agreement.

Storage limit: The personal data transferred may be stored for no more than 10 years or as long as required by the law applicable to the institution in that institution's country.

Data subjects' rights: Each Party will notify the other of any request from data subjects to exercise their rights and will undertake to assist each other, without joint financial cost liability, in processing these requests. As such, data subjects may submit their requests indiscriminately to the Data Protection Officer or to



any other person duly authorized and appointed in the absence of the Data Protection Officer:

For "UJML3": dpd@univ-lyon3.fr

For "UDEG": <https://transparencia.udg.mx/proteccion-de-datos>

TWENTY-SECOND . This Agreement shall be valid for a period of five (5) years from April 6th, 2025 until April 5th, 2030. This Agreement may be renewed, modified or terminated if either Party so requests at least six (6) months in advance and in writing. Students or academic personnel members who have already been accepted by the Parties before the expiry of this Agreement or, as the case may be, its termination, shall not be affected and shall be allowed to complete their stay at the host institution.

TWENTY-THIRD. The Parties state that the signing of this agreement and the commitments undertaken herein are the result of their good faith, and therefore they will take all necessary actions for its due compliance; in the event of any discrepancy in its interpretation, such discrepancy shall be resolved by mutual agreement.

Having read the present instrument, the Parties being aware of the content and scope of each of its clauses and indicating that there is no fraud, bad intentions, or any other reason that vitiates their consent, they sign it in duplicate, in English, both versions with equal content and validity.

Place: Guadalajara, Jalisco, Mexico

Date: 26 MAY 2025

UNIVERSIDAD DE GUADALAJARA

**MTRA. KARLA ALEJANDRINA
PLANTER PÉREZ**
RECTOR GENERAL

**MTR. CÉSAR ANTONIO BARBA
DELGADILLO**
SECRETARY GENERAL

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

Place: Lyon, France

Date: 28/10/2025

UNIVERSITÉ JEAN MOULIN LYON 3

MANUEL JOBERT
VICE PRESIDENT
OF INTERNATIONAL AFFAIRS
AND FRANCOPHONIE

WITNESSES

NICOLAS RIMET
DIRECTOR OF
INTERNATIONAL RELATIONS
Direction des Relations internationales

Directrice des relations internationales
Maëtte GULDENER