SEAL

GENERAL AGREEMENT

OF ACADEMIC COLLABORATION

**UNIVERSIDAD AUTÓNOMA DEL ESTADO DE HIDALGO**

**AND**

**INSTITUTION WILLING TO SIGN AGREEMENT**

 Pachuca de Soto, Hidalgo, …….. of …….. , 2013

**GENERAL AGREEMENT OF COLLABORATION BETWEEN THE AUTONOMOUS UNIVERSITY OF THE STATE OF HIDALGO, HEREINAFTER BE CALLED “THE UAEH” AND WHO SHALL BE REPRESENTED BY ITS RECTOR, HUMBERTO AUGUSTO VERAS GODOY AND THE ………. WHO WILL HEREINAFTER BE CALLED “……….” REPRESENTED BY ……….. , IN HIS CAPACITY AS …………. IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:**

**S T A T E M E N T S**

1.- **Of “The UAEH”**

1.1 It is a public decentralized and autonomous organism, provided with the capacity and its own legal status, in accordance with its fundamental law valid from May 4, 1977, and its last reform on June 7, 2010, whose aims are:

* To organize, impart and promote senior high school, middle school, professional and postgraduate education, as well as flexible exit processes in every educational level.
* To promote and direct scientific, humanistic and technological research in a manner that responds to the needs of the integral development of the institution and of the country
* To spread culture in every sense with a high social purpose.

1.2 That its legal representative is its Rector Humberto Augusto Veras Godoy according to articles 19 and 22, section XI, of its Fundamental Law in force and 46, section V of the General Statutes of this educational institution. The aforementioned legal status grants him the authority to perform legal acts for the proper operation of the University.

13. The Secretary General, Master Adolfo Pontigo Loyola, by the powers vested in him under article 70, section IX of the General Statutes, has the authority to endorse with his signature the legal functions performed by the Rector in the name of “The UAEH”.

14. For the purposes the signing of the present Agreement is deemed necessary, the legal address is located on 600 Mariano Abasolo Street, Colonia Centro, Pachuca de Soto, Hidalgo, CP 42000.

15. Its Federal Taxpayer’s registry number is UAE 610303-799.

**II.- Of the “INSTITUTION WILLING TO SIGN AGREEMENT”:**

II.1 That it is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II.2 That it has as its objective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II.3 That he (she), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of, has the authority to sign the present document, as accredited in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

II.4 That its legal address is located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Zip code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II.5 Its Federal Taxpayer’s registry number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**III.- OF BOTH PARTIES:**

Having stated the above, the appearing parties hereby agree to abide by the terms and conditions stated as follows:

**C L A U S E S**

**FIRST. OBJECT**

The object of the present Agreement is to establish the general foundations and to unite efforts in order to carry out joint activities in research, teaching, academic collaboration, professional development, social service and the diffusion of cultural, artistic, sports and social activities; in the interests of both parties under the terms of the vestment of powers that they were conferred by the laws that govern them and by means of specific programs.

**SECOND. SCOPE**

To achieve the object of the present agreement, and according to its needs, the parties will carry out joint activities of collaboration including but not limited to the following:

1. To facilitate student exchange with the end in view of doing bachelors and postgraduate studies.
2. To favor academic personnel exchange in education, research or consultancy in the fields of interest for both institutions.
3. Exchange of bibliographic references, audiovisual material, access to data banks of information related to the joint projects.
4. Exchange of experiences in areas of mutual interests to strengthen the academic services in support of education and research.
5. Development of joint projects in education and research, stimulating the formation of varied working teams.

**THIRD. COMMITMENTS OF THE PARTIES**

1. “The UAEH” is committed to:
2. “The INSTITUTION is committed to:

**FOURTH. SPECIFIC AGREEMENT OF COLLABORATION OR WORK PROGRAMS:**

(Possibility of naming the clause as determined by the parties)

(Option 1, Specific agreement of collaboration)

“The UAEH” and “The Institution” are compelled to sign specific agreements of collaboration to carry out the activities mentioned in the present agreement that should be approved by both parties, and this should be included, when the occasion arises, as appendices to this document, signed by those who have the authority to commit in behalf of the parties.

(Option 2, Work Programs)

For the execution of the activities envisaged in this agreement, the parties will write down the work programs that will comprise the academic projects that will be carried out. Each project will define the issues mentioned in Appendix 1 of this document which will then be signed by those who have the authority to commit in behalf of the parties.

**FIFTH. AGREEMENTS OF PARTICIPATION:**

The specific agreements of collaboration mentioned in the previous clause, will exactly describe the activities to be developed, the scheduling of these activities, the staff designated to carry out the actions, the facilities and the equipment to be used, the financial contributions and in this regard, the schedule of payments, the names of the people authorized to make the payments, besides all data and documents necessary to accurately determine the causes, the purposes and the scope of each of the agreements.

**SIXTH. INSTITUTIONAL REPRESENTATIVES**

“The UAEH “ and “The INSTITUTION” agree that the heads of each institution will designate a person in-charge in behalf of the institution, who will agree on the actions that will direct the course of the specific agreements of collaboration as outcomes of the present general agreement.

1. For **“The UAEH”: The Office of Interinstitutional Relations**
2. For **“The INSTITUTION”:**

**SEVENTH. RESPONSIBILITIES OF THE INSTITUTIONAL REPRESENTATIVES**

1. Coordinate the development of the specific agreements of collaboration referred to in the fourth clause, with the help of the specialized groups they consider necessary. The specific agreements of collaboration should have the authorization of the offices that are involved in the matter.
2. Carry out the necessary actions to comply with the obligations and the commitments of the specific agreements of collaboration signed by the parties.
3. Follow up on the specific agreements of collaboration handing in written reports by the institutional representatives, where results obtained are shown as well as the benefits of continuing, extending or terminating each specific agreement of collaboration as regarded appropriate.

**EIGHTH. COPYRIGHTS**

The parties agree that in relation to copyrights, patent rights, invention certifications, registrations of models and industrial drawings, etc., each of the specific agreements of collaboration or work programs referred to in the fourth clause, will stipulate what is necessary to regulate the issues related to copyrights ownership and the materials elaborated from the work and research as a result of the joint activities of the parties.

**NINTH. WORK RELATIONS**

The parties agree that each of their staff designated to carry out the object of the present agreement will respond exclusively to the institution who hired them; thus, each of the institution’s personnel shall assume their duties in this manner and that in no way should they be considered employees of the other or substitutes. This is in accordance with article 13 of the Federal Labor Law.

**TENTH. CONFIDENTIALITY**

Both parties agree to keep technical and financial information under strict confidentiality in cases where stipulated and with regard to the activities referred to in this agreement, as well as the specific issues that arise from this document.

**ELEVENTH. ECONOMIC ISSUES**

The parties will agree on the financial conditions for each specific agreement of collaboration and these should be stipulated in written form and signed to manifest agreement of both parties.

**TWELFTH. AMENDMENTS**

The parties agree that during the period of validity of the present document, necessary amendments can be made, and in this regard, signed by the parties, as long as an amendments proposal is handed in by writing and signed accordingly by both parties.

**THIRTEENTH**. **PERIOD OF** **VALIDITY**

The present agreement will have a period of validity of \_\_\_\_\_\_\_ years, to take effect from the signing of the agreement and will expire once the period has ended; by mutual agreement of the parties or if one of them has expressed to the other in writing of its decision to end the agreement. In this case, the intents and purposes of the agreement will cease to have effect thirty days after notice has been received, as long as there are no pending commitments to be carried out and without detriment caused by the failure to comply with the commitments in the valid specific agreement of collaboration, except if otherwise agreed on.

**FORTEENTH. TERMINATION**

The parties agree that upon the termination of the present agreement, both parties should comply with each and all of the commitments they have agreed on in this document and are still pending on the date of termination.

**FIFTEENTH. INTERPRETATION AND CONTROVERSY.**

The parties manifest that the present agreement is a product of the good faith of both institutions; therefore, the legal authority of each institution is compelled to carry out all the activities possible to properly fulfill commitment of his part of the agreement. In case of dispute, the parties mutually agree to resolve the issue, in an amicable settlement, without the need to approach any judicial authority.

AFTER THE PRESENT GENERAL AGREEMENT OF COLLABORATION HAS BEEN READ AND BOTH PARTIES INFORMED OF ITS CONTENT, SCOPE AND LEGAL PURPOSES OF EACH AND EVERY ONE OF ITS CLAUSES, THOSE INVOLVED IN THIS AGREEMENT, SIGN AT THE BOTTOM AND MARGINS IN DUPLICATE, IN THE CITY OF PACHUCA DE SOTO, HIDALGO, ON THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TH DAY OF THE MONTH OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TWO THOUSAND TWELVE.

**For “The UAEH” For “\_\_\_\_\_\_\_\_\_\_\_\_\_”**

###### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MASTER HUMBERTO AUGUSTOVERAS GODOY(Name and position/post

RECTOR that should be the same

 person that appears in the

 introduction and statements)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MASTER ADOLFO PONTIGO LOYOLA

SECRETARIO GENERAL