 BADGE OF THE COUNTERPART

GENERAL Collaboration AGREEMENT

**Between**

**THE Autonomous University OF THE STATE OF HIDALGO (UAEH)**

**And**

**Name of the partner Institution**

City of Pachuca de Soto, Hidalgo; (Month), (Day), 20\_\_.

**GENERAL COLLABORATION AGREEMENT ENTERED BY AND BETWEEN THE AUTONOMOUS UNIVERSITY OF THE STATE OF HIDALGO (HEREINAFTER REFERRED TO AS “THE UAEH”) REPRESENTED BY ADOLFO PONTIGO LOYOLA, PRESIDENT OF THE UAEH AND SAÚL AGUSTÍN SOSA CASTELÁN, EXECUTIVE VICE PRESIDENT AND PROVOST OF THE UAEH; AND, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (HEREINAFTER REFERRED TO AS "\_\_\_\_\_\_\_\_\_\_") REPRESENTED BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PERSUANT TO THE FOLLOWING RECITALS AND TERMS:**

**RECITALS**

**The UAEH hereby states through its legal representative that:**

1. It is a public educational institution duly organized and validly existing under the Article 3, Section VII of the Political Constitution of Mexico and other relative and applicable articles of the Law of Education of Hidalgo. The UAEH has its own assets and legal capacity to enter into agreements, in accordance with its current Organic Law (January 1, 2016) establishing the following purposes for the UAEH:
2. Teaching: to organize, to impart and to promote face-to-face and distance learning in all high school, technical-professional, graduate and undergraduate levels, to train high quality human capital.
3. Research: to organize, to perform, to promote and to guide scientific, humanistic and technological research in its basic and applied forms leading to human knowledge.
4. Creation, preservation, and promotion of culture: to organize, to perform and to encourage cultural and artistic creation in its diverse forms of expression.
5. Linkage: to relate harmoniously and efficiently with other institutions and organisms.
6. Promotion of legality, transparency and protection of human rights: to perform its activities in accordance with national fundamental laws, contributing to a culture of legality and a transparent rendering of accounts.
7. Promotion of quality and excellence: to plan, operate and negotiate academic and administrative activities.

2. In accordance with the Minute 333 dated March 31, 2017, and the Articles 38 and 31 Sections I and V of the current Organic Law and Articles 46 and 47 Section V of the UAEH Bylaws, the Board of Regents elected Adolfo Pontigo Loyola President of the institution giving him the capacity to enter into agreements that contribute to a well-functioning university.

3. Saúl Agustín Sosa Castelán, Executive Vice President and Provost, in accordance with the Articles 79 and 80 Sections XII and XIII of the UAEH Bylaws can countersign the agreements entered into by the President and sign legal agreements representing the President.

4. The address of its registered office is: 600 General Mariano Abasolo Street, Colonia Centro, Pachuca de Soto, Hidalgo, ZC 42000. Registered under UAE 610303-799 in the Federal Registry of Taxpayers.

**The “\_\_\_\_\_\_\_\_” hereby states that:**

1. Type of institution or corporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2 Its objective (s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3 That \_\_\_\_\_\_\_\_\_\_\_, acting as \_\_\_\_\_\_\_\_\_\_\_\_\_\_ has the legal capacity to undersign this agreement in accordance with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4 The address of its registered office is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_.

5 Federal Registry of Taxpayers ID number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Both parties** state that:

They agree to be obliged in the following terms and conditions.

**TERMS AND CONDITIONS**

**1. OBJECT**

The object of this agreement is to establish the general bases and sum efforts to carry out joint activities of: research, teaching, academic collaboration, professional development, promotion of cultural, artistic, sports, social and internship activities of mutual interest in accordance with applicable laws and specific programs.

**2. OBLIGATIONS OF THE PARTIES**

**The UAEH** is obliged to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**THE (Partner Institution)** is obliged to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3. SPECIFIC COLLABORATION AGREEMENTS**

The UAEHand \_\_\_\_\_\_\_\_\_\_\_\_ are obliged to enter into specific collaboration agreements in order to carry out the activities above mentioned. These agreements must be approved by both parties and included to this agreement as appendices. They must be undersigned by the ones with the legal capacity to do so.

**4. SETTLEMENT OF PARTICIPATION**

The specific collaboration agreements above mentioned describe in detail the activities to be done, schedule, the people responsible for their execution, the facilities and equipment to be used, the monetary contributions, and, if necessary, the payment calendar, the name of the people responsible for the payments; in addition to all the data and documents needed to accurately determine the causes, purposes, and scope of each of the agreements.

**5. REPRESENTATIVES**

The UAEH and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree that the heads of both parties shall appoint a representative that will negotiate the actions that will guide all the specific collaboration agreements derived from this agreement.

a) On behalf of the UAEH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

b) On behalf of the \_\_\_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**6. DUTIES OF THE REPRESENTATIVES**

1. To coordinate the development of the specific collaboration agreements above mentioned with the support of specialized groups deemed necessary. The specific collaboration agreements must be authorized by all the departments involved in them.
2. To cooperate in the negotiations to comply with the obligations and commitments of the specific collaboration agreements entered into by and between the parties.
3. To follow up the specific collaboration agreements through the rendering of written reports to the parties involved. The reports must point out the results as well as the convenience of continuing, broadening or closing each specific agreement.

**7. COPYRIGHT**

Both parties agree that in the case of copyright, industrial patents, certificates of invention, registration of industrial models and designs, etcetera, each specific collaboration agreement must specify the regulations of intellectual property that could be derived from the joint activities and researches.

**8. WORK RELATIONSHIP**

Both parties agree that all the personnel employed by each institution to achieve the purpose of this agreement must have a work relationship only with the hiring institution; therefore each institution assume its responsibility for their own employees and neither one of the parties should be considered as a joint nor a substitute employer, in compliance with the Article 13 of the Mexican Federal Labor Law.

**9. CONFIDENTIALITY**

Both parties agree to keep strict confidentiality of the technical and financial information that has to do with the core activities of this agreement or of the specific collaboration agreements deriving from it.

**10. ECONOMIC CONDITIONS**

The financial conditions must be settled by both parties in writing for each specific collaboration agreement and must be duly signed.

**11. AMENDMENTS**

Both parties agree that while this agreement is in force, amendments can be made to it or to the resulting specific collaboration agreements as long as the amendment is presented in writing and duly signed by both parties.

**12. TERM AND TERMINATION**

This agreement will have a validity of \_\_\_\_\_\_\_\_ years, starting on the date of its signing and will be terminated once the term is over, provided that both parties agree on it or if one of them notifies the other in writing of its desire to end the agreement. In this case, all the effects of the agreement will cease thirty days after the written notice has been received, as long as there are no pending obligations without prejudice against the fulfillment of the other specific collaboration agreements currently in force, except otherwise provided.

**13. COMPLETION**

The parties agree that by the time the deadline is met, all the obligations herein stipulated must be fulfilled.

**14. INTERPRETATION AND RESOLUTION OF CONFLICTS**

The parties state that this agreement is the result of both parties good faith. Therefore, their representatives are obliged to carry out the activities to achieve its fulfillment. In case of conflicts, the parties agree to solve them through a friendly settlement without taking them to any court.

**IN WITNESS WHEREOF the parties hereto set their hands, having read and fully understood and acknowledged the content and scope of this agreement. Both parties sign it by duplicate in the city of Pachuca, State of Hidalgo, Mexico, on the \_\_\_\_\_\_\_days of \_\_\_\_\_\_\_, 20\_\_\_\_.**

|  |  |
| --- | --- |
| For **the UAEH**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For **the (partner INSTITUTION)**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ADOLFO PONTIGO LOYOLA  PRESIDENT | (Name and position of the same person in the commencement of the agreement) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SAÚL AGUSTÍN SOSA CASTELÁN  EXECUTIVE VICE PRESIDENT AND PROVOST | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

WITNESS WITNESS

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

THE SIGNATURES IN THIS LAST SHEET CORRESPOND TO THE GENERAL COLLABORATION AGREEMENT ENTERED INTO BY AND BETWEEN THE AUTONOMOUS UNIVERSITY OF THE STATE OF HIDALGO “THE UAEH”, AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “\_\_\_\_\_\_\_\_”. LEGAL ACT CELEBRATED ON (MONTH IN LETTER), (DAY IN LETTER) OF THE YEAR TWO THOUSAND SEVENTEEN.