

[BADGE OF THE COUNTERPART]

SPECIFIC COLLABORATION AGREEMENT

BETWEEN

**THE AUTONOMOUS UNIVERSITY OF THE STATE OF HIDALGO (UAEH)**

**AND**

**(NAME OF THE PARTNER INSTITUTION)**

Pachuca de Soto, State of Hidalgo, Mexico. (Month) (Day), 20\_\_\_.

**SPECIFIC COLLABORATION AGREEMENT BETWEEN THE AUTONOMOUS UNIVERSITY OF THE STATE OF HIDALGO (HEREINAFTER REFERRED TO AS “THE UAEH”) REPRESENTED BY 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:**

**PREAMBLE**

1. On (Month) (Day), 20\_\_\_, both parties entered into a General Collaboration Agreement or an Academic Collaboration Agreement having as object \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. In accordance with the term and condition number (3 or 4) of the General Collaboration Agreement or the Academic Collaboration Agreement which establishes the signing of specific collaboration agreements, both parties enter into this legal instrument.

*(Optional, only if the parties agree to include it)*

1. In accordance with the term and condition number \_\_\_\_ of the General Collaboration Agreement or the Academic Collaboration Agreement, the representatives agreed on the actions which will guide this legal instrument.

**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 applicable articles of the Education Law of the State of Hidalgo. The UAEH has its own assets and legal capacity to enter into agreements, in accordance with its current Organic Law dated January 1, 2016, which establishes the following purposes for the UAEH:

1. 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.
2. Research: to organize, to carry out, to promote and to guide scientific, humanistic and technological research in its basic and applied forms leading to human knowledge.
3. Creation, preservation, and promotion of culture: to organize, to conduct and encourage cultural and artistic creation and promotion in its different ways of expression.
4. Linkage: to relate harmoniously and efficiently with other institutions and organisms.
5. Promotion of legality, transparency and protection of human rights: to carry out activities in accordance with national laws, by constructing and perfecting its internal regulations, leading to a culture of legality and a transparent rendering of accounts.
6. 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 of the UAEH, in accordance with the Articles 79 and 80 Sections XII and XIII of the UAEH Bylaws, has the authority to countersign the agreements entered into by the President and can also sign legal agreements representing the President.

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

**The Name of the partner Institution** hereby states by means of its legal representative 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:

1. They recognize their legal capacity and the legal capacity of their attorneys in fact to into agreements. (Only if they are the same people that undersigned the General Collaboration Agreement or the Academic Collaboration Agreement. If they are different people they should demonstrate their legal capacity to enter into agreements).
2. Within their organizational chart there is a department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which has the infrastructure and resources to fulfill the objective of this agreement. The person in charge of the department is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. They ratify the address of their registered offices stated in the General Collaboration Agreement or Academic Collaboration Agreement.

Based on what is stated in the foregoing, the parties agree to comply with the following terms and conditions:

**TERMS AND CONDITIONS**

**1. OBJECT**

The object of this agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 *Options / Suggestions: (must be concrete and specific)*

1. collaboration between the parties with the purpose of carrying out a project on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. the performance of research services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. the performance of academic services regarding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. THE UAEH COMMITMENTS**

To accomplish the object of this agreement, The UAEH, through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_shall:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3. (PARTNER INSTITUTION) COMMITMENTS**

To reach the object of this agreement, The (Partner Institution) shall: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**4. COMMITMENTS OF BOTH PARTIES**

To duly achieve the object of this legal instrument, both parties agree to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**5. CONTRIBUTIONS OR PAYMENTS**

*(Optional Term and Condition, only if applicable)*

To achieve the object of this agreement, ***The (Partner Institution)*,** is obliged to pay to The UAEH, the amount of $\_\_\_\_\_\_\_\_\_\_\_. (*Can be in Mexican pesos or a foreign currency)*

Both parties agree to pay the contribution at: \_\_\_(Place or address)\_\_\_\_

(*In case the Partner Institution requests a VAT breakdown, provisions must be made in this agreement and the corresponding receipt).*

The source of financing must be mentioned.

**6. REPRESENTATIVES**

To carry out the activities herein stipulated, both parties will designate representatives:

On behalf of **The** **UAEH**: \_\_\_\_\_\_\_\_\_\_\_(***Name***)\_\_\_\_\_, \_\_\_\_\_\_(***Position***)\_\_\_\_\_\_.

On behalf of the (***Partner Institution)***: \_\_(***Name***)\_\_\_\_\_\_\_\_\_, \_\_\_\_\_(***Position***)\_\_\_\_\_.

**7. TECHNICAL COMMISSION**

*(Optional term and condition, only when it is to the benefit of both parties and to the nature of the object.)*

To duly achieve the object of this agreement, both parties agree to create a technical commission, integrated by an equal number of representatives of each institution who will have the following responsibilities:

1. To determine and implement the actions to fulfill the object of this agreement.
2. To follow up the development of this legal instrument.
3. Others agreed by the parties.

**8. WORK RELATIONSHIP:**

Both parties agree that the people employed by each institution to carry out the activities to achieve the purpose of this agreement, must have a work relationship only with their own institution; consequently, each institution assume its responsibility of their own employees and neither one of the parties should be considered as a joint nor a substitute employer.

**9. COPYRIGHT**

The ownership of the copyright shall correspond to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, recognizing the moral rights of the people that had intervened in the realization of the objective. The UAEH may use the information or results derived from this legal instrument for academic purposes.

**10. CONFIDENTIALITY**

*(Optional term and condition, only if it applies.)*

Both parties agree to keep under strict confidentiality all the technical and financial information originated or exchanged along the execution of this agreement. The breach of this term will generate a right to damages.

If **The UAEH** breaches this term, the payment will be deducted from the contribution to which the counterpart is committed to pay.

**11. PENALTY CLAUSE**

*(Only in case the counterpart demands it and if there are advanced payments. It should never be included if the payment is upon delivery of the project or object of the agreement.)*

In case The UAEH fail to comply with the object of this agreement on the schedule and manner agreed, it will be obliged to pay a conventional fee of \_\_\_\_\_\_\_ which will be deducted from the total payment or contribution to which the counterpart has already agreed to pay.

*(In case the parties agreed to partial deliveries, provisions must be made to compensate for partial breach prior to termination).*

Once \_\_\_\_\_\_\_ days have passed without compensating for the partial breach, the other part will be able to proceed to the termination of the agreement.

**12. CIVIL LIABILITY**

It is expressly agreed that the parties shall have no civil liability for any damages caused by force majeure, particularly damages because of strike, on the understanding that, once these events are over, the activities will continue in the terms agreed by the parties.

**13. TERM**

*(Provisions must be made not to exceed the term of the agreement from which it derives).*

This agreement shall enter into force since its signature and will be valid for \_\_\_\_\_\_\_\_, renewable for the same period once the results have been evaluated and the parties have agreed about in writing.

**14. RESCISSION AND EARLY TERMINATION**

*(Either case is optional or even both cases can be included).*

In case of breach of the agreement, either party will be able to rescind the agreement without judicial statement.

Both parties, by mutual agreement, will be able to early terminate this agreement in accordance with their own interests.

For both cases, it is necessary to give a \_\_\_\_\_ days prior notice in writing, and all the expenses and works must be entirely covered.

**15. AMENDMENTS**

This agreement may be amended or complemented based on mutual agreement by signing the corresponding Amending Agreement that will enter into force since its signature.

**16. INTERPRETATION AND RESOLUTION OF CONFLICTS**

Both parties agree that this legal instrument is the result of both parties’ good faith, therefore any controversy or interpretation issue regarding its operation, formalization, and compliance will be solved by mutual agreement *(by the Technical Commission mentioned in the term and condition number \_\_\_\_\_\_\_\_\_ herein or in the General Collaboration Agreement it derives from).*

If ultimately both sides failed to reach any agreement, the conflict will be submitted to the jurisdiction both parties determine.

**IN WITNESS WHEREOF the parties hereto set their hands, having read and fully understand and acknowledge 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 (Partner Institution)**

**(Name and position of the same person in the commencement and recitals of the agreement)**

For **The UAEH**

**Saúl Agustín Sosa Castelán**

Executive Vice President and Provost

 WITNESS WITNESS

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

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