

**Mitteilungen der
Justus-Liebig-Universität Gießen**Ausgabe vom
17.04.2018**5.42.02 Nr. 2**Kooperationsabkommen Universidad Nacional Autónoma de México
(UNAM), Mexiko**COOPERATION AGREEMENT
between
JUSTUS LIEBIG UNIVERSITY GIESSEN, GERMANY
and
UNIVERSIDAD NACIONAL AUTONOMA DE MEXICO, MEXICO****Vom 02.04.2018***Zuletzt geändert am 02.04.2018**Bisherige Fassungen:*

	Präsidium	Verkündung
Kooperationsabkommen	01.11.2002	
Erneuerung	02.04.2018	17.04.2018

General Agreement of Collaboration entered into by and between the Universidad Nacional Autónoma de México (hereinafter referred to as UNAM), represented by its Rector, Dr. Dr. Enrique Luis Graue Wiechers, and Justus Liebig University Giessen (hereinafter referred to as JLU), represented by its President Prof. Dr. Joybrato Mukherjee, according to the following statements and clauses.

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Statements

I. UNAM declares:

(1) That it is a public corporation decentralized from the Mexican State, endowed with full juridical authority to govern itself in accordance with the Article 1st of UNAM’s Organic Law published in the Official Gazette on January 6, 1945. Its objectives are to provide higher education to train professionals, researchers, university professors and technicians useful to society; to organize and carry out research, mainly on national conditions and problems, and to extend as much as possible, the benefits of culture.

(2) That the legal representation of this institution is the responsibility of its Rector, Dr. Enrique Luis Graue Wiechers, according to the provisions of Articles 9 of the Organic Law and 30 of the General Statute.

(3) That for the purposes of the present Agreement it has the following legal address 9o. piso de la Torre de Rectoría, Ciudad Universitaria, Coyoacán, C.P. 04510, Ciudad de México, México.

II. JLU declares:

(1) Justus Liebig University Giessen is a corporation under public law with legal capacity and at the same time a state institution which was founded in 1607 and is dedicated to research and education in accordance with legal framework: § 1 section 1, clause 1 and § 2, section 1 clause 1, “Hessisches Hochschulgesetz”/HHG.

(2) That the University President, Prof. Dr. Joybrato Mukherjee is duly authorized to enter this Agreement, according to the “Hochschulgesetz” (§38 Section 1, clause 1, HHG).

(3) That for the purposes of the present Agreement it has the following legal address: Ludwigstrasse 23, 35390 Giessen, Germany.

III. Both Parties declare:

That they agree to sign the present Agreement according to the following terms:

Clauses

First: Purpose

The objective of the present Agreement is to foster collaboration between both Parties, to undertake joint academic, scientific and cultural activities in areas of common interest.

Second: Activities

In order to achieve the objective of this Agreement, the Parties agree to carry on the following activities:

- a) Encourage mobility and research stays of professors and researchers.
- b) Promote the mobility of undergraduate and graduate students. Both Parties agree that the exchange students will be exempted from tuition fees at the host institution.

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- c) Facilitate the exchange of information and academic materials in those areas which are of interest to both institutions.
- d) Organize conferences, symposia and joint academic programs.
- e) Organize and carry on joint research projects.
- f) Jointly edit and publish electronic and print publications.
- g) Undertake on-line education activities and programs.
- h) Facilitate negotiations and agreements between their faculties for the fulfillment of the above mentioned activities.

No financial obligation shall arise from the present Agreement. Both parties shall undertake to apply to national and international support programs for funding of joint activity.

Third: Specific Agreements

In order to undertake the activities set forth in the previous clause, where necessary the Parties shall prepare specific agreements for each particular case, for the purpose of establishing the limits of the obligations that correspond to each Party. The aforementioned agreements shall be signed by representatives endowed with legal capacity to bind the Parties.

The Parties agree that specific agreements shall be developed within the framework of this Agreement where necessary. The specific agreements shall include the academic activities to be undertaken.

Fourth: Responsible Parties

For the adequate development of the activities set forth in the present Agreement, each Party shall designate a responsible person or persons.

For this purpose UNAM designates the Director General de Cooperación e Internacionalización (DGECI), Dr. Federico Guillermo Fernández Christlieb.

JLU likewise appoints Prof. Dr. Verena Dolle (Vice President and Prof. of Romance Literature and Cultural Studies) as Cooperation Coordinator. The Cooperation Coordinator shall prepare an annual work plan, evaluate the latter upon its completion and, in accordance with University regulations, report to the faculty deans on the progress of cooperation, while the responsible of this Agreement is Dr. Sabrina Lundström, Cooperation and Exchange Management:

JLU

Responsible:

Dr. Sabrina Lundström
Cooperation and Exchange Management

Postal Address:

International Office
Justus Liebig University Giessen
Goethestr. 58
35390 Giessen, Germany

Phone: 0049 641 99 12186

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UNAM

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Responsible:

Dr. Federico Guillermo Fernández Christlieb
Director General de Cooperación e Internacionalización

Postal Address:

Dirección General de Cooperación e Internacionalización
San Francisco 400, Esq. Luz Saviñon , Col. Del Valle, Piso 1, Delegación Benito Juárez , C.P. 03100, Ciudad de México, México

Phone: +(5255) 54483800

Fax: 54483800 ext. 37441

e-mail: fernandez@global.unam.mx

Web Page: <http://www.global.unam.mx/>

Fifth: Intellectual Property

The right to intellectual property shall devolve upon the Party whose staff shall have carried out the work to be published, giving due acknowledgment to those who shall have contributed to the execution of said work.

Publications of various kinds (books, pamphlets, articles, research posters, web pages, databases, etc.) as well as co-productions and their distribution that could be produced as a result of this Agreement will be carried out by common consent.

It is expressly understood that both Parties may use the results obtained from the activities authorized by the present document for academic purposes.

Sixth: Labor Relations

Both Parties agree that staff assigned by each one for the undertaking of the present Agreement is understood to be assigned exclusively by the employing institution; thus, each institution assumes its responsibility in this respect, and in no case shall the institutions be considered substitute or liable employers.

Seventh: Force Majeure

It is clearly stated that the Parties will have no claim for any damages that might occur as a result of unexpected, fortuitous events, such as an academic or administrative strike. It is understood that once that the fortuitous event has ceased, the Parties will resume the activities in the manner that they establish.

Eighth: Term of Agreement

The present Agreement shall remain in force for five (5) years, beginning with the signing of the present document, and may be renewed by means of a written communication following an evaluation of its results. This Agreement may be terminated by either Party, by providing written notification six (6) months prior to the intended date of termination.

In case of early termination, both Parties will take the necessary measures to avoid damages to themselves or to third parties. The Parties will continue with the actions in progress at the time of early termination until these actions are concluded.

Ninth: Modifications

This Agreement may be amended or extended by the mutual consent of both Parties; amendments or extensions shall bind the Parties beginning with the date of signature.

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Tenth: Interpretation and Disputes

This Agreement is undertaken in good faith by virtue of which any conflict that may arise with respect to its interpretation, formalization and fulfillment, will be resolved by common consent of the Parties.

In Witness Whereof the duly authorized officers of the Parties have executed and delivered this Agreement in duplicate, in English and Spanish, both versions being equally valid, on the dates indicated below.

Justus-Liebig-Universität Gießen
Prof. Dr. Joybrato Mukherjee
President
02.04.2018

Universidad Nacional Autónoma de México
Dr. Dr. Enrique Luis Graue Wiechers
Rector
02.04.2018