

AGREEMENT OF COOPERATION

GENERAL AGREEMENT FOR ACADEMIC, SCIENTIFIC, TECHNOLOGICAL AND CULTURAL COOPERATION BETWEEN UNIVERSIDAD AUTÓNOMA DE BAJA CALIFORNIA, HEREIN REFERRED TO AS "UABC", REPRESENTED BY ITS RECTOR DR. FELIPE CUAMEA VELÁZQUEZ AND COBURG UNIVERSITY OF APPLIED SCIENCES AND ARTS HEREIN REFERRED TO AS "COBURG UNIVERSITY" REPRESENTED BY ITS PRESIDENT PROF. DR. MICHAEL PÖTZL PURSUANT TO THE FOLLOWING...

DECLARATIONS

The "UABC" declares:

- I. That according to its organic law published February, 28th, 1957 it is an institution dedicated to public service and whose purpose is to provide higher education for the development of professionals, scientific research and the extension of cultural benefits.
- II. That Dr. Felipe Cuamea Velázquez was appointed Rector of the University by its Board of Trustees on November, 28th, 2010 and based on such appointment has full and legal authority to sign this agreement.
- III. That the UABC's legal address is Ave. Álvaro Obregón y Calle Julián Carrillo s/n Colonia Nueva, Mexicali, Baja California, México.

"COBURG UNIVERSITY" declares:

- IV. Founded in 1814, Coburg University was given the title of "state university of applied sciences" in 1971 and serves since then as an institution of tertiary education and research.
- V. That Prof. Dr. Michael Pötzl was appointed President of the University on June 6, 2008 and based on such appointment has full and legal authority to sign this agreement.

- VI. That Coburg University's legal address is Friedrich-Streib-Str. 2, 96450 Coburg, Germany

Both parties declare:

- I. That given their common interests in academic, scientific, technological and cultural areas and their intent of establishing means of communication to encourage and promote linkages developing said areas, they agree to conform to the following...

C L A U S E S

FIRST: Purpose of the Agreement.

Both parties, in order to facilitate the activities called for in this agreement, will seek specific cooperation agreement which permit better resource utilization through mutual cooperation, coordination of efforts and exchange of experiences. These specific agreements will be proposed by each party's corresponding academic or administrative units with the other party's corresponding academic or administrative units; and each such specific agreement may be approved in writing on behalf of "UABC" by its Secretary General, and on behalf of "COBURG UNIVERSITY" by whomever the president designates for such purpose.

SECOND: Both parties will orient their activities pursuant to this agreement towards human resource development, research, scientific discovery and academic improvement in areas considered of mutual interest through means including but not limited to:

- a) Encouraging professional, academic and student exchange.
- b) Developing basic and applied research proposals to be presented to external funding agencies.
- c) Promoting scientific and cultural actions, such as, courses, conferences, seminars, workshops, symposiums, etc. of common interest for both parties.
- d) Development of jointly accredited programs.

- e) Inviting professors and researchers to spend their academic breaks in graduate and post-graduate studies.
- f) Encouraging the enrollment of professors and researchers interested in studying a specialty course or a degree program in common interest areas.
- g) Exchanging information, textbooks, computer programs, publications, access to specialized bibliography, instructional and audiovisual materials and library facilities.
- h) Delivering academic instruction or conducting research in common interest areas such as the creation of anthologies or textbooks.
- i) Providing mutual assistance in technical operations through the participation of personnel or use of equipment for the training of faculty, staff and administrative personnel for the development of projects.
- j) Encouraging participation in any specific programs developed with other institutions in common interest areas.
- k) Establish academic formation programs by means open and distance education.

THIRD: Within sixty days following this agreement's signing, both the "UABC" and "COBURG UNIVERSITY" will establish a Permanent Committee formed by three members of each institution. One of the three shall be designated as the primary liaison for this agreement between both parties.

FOURTH: The parties agree to present written specific agreements through the Permanent Committee for approval by both parties. Such agreements will constitute an appendix to this General Cooperation Agreement.

FIFTH: Each specific work program agreement referred to in the above clause will clearly state both parties level of participation and/or contribution, as well as the sharing of revenues/expenses and responsibility pertaining to the acquisition and management of economic resources and grants.

- SIXTH:** The Permanent Committee's responsibilities will be the following:
- a) Consistent with each party's institutional structure and policies, they will develop communication and coordination procedures for Committee members.
 - b) Coordinate the creation of any projects proposed pursuant to Clause Four aforementioned, as well as provide any recommendations to the appropriate administration of each university.
 - c) Coordinate any action taken towards the development of specific agreements between both parties, with the help of any advisory committees or experts deemed necessary.
 - d) Where appropriate, provide final or interim written reports on the results of each specific project with recommendations regarding continuation, amendment or termination of each project.
- SEVENTH:** In the event of any Specific Agreements covering research projects, said "UABC's" Office of Postgraduate Studies and Research will supervise actions and by "COBURG UNIVERSITY" designated by its President.
- EIGHTH:** Each party agrees to provide the other with the necessary elements needed for the development of any specific program according to each such program's requirements as are agreed to by the parties.
- NINTH:** Any financial support to which both parties may be obligated shall be established in accordance with specific agreements developed for each project and duly signed by each university's representative.
- TENTH:** Both universities are entitled to obtain joint or separate funding from national or international organizations, as well as government agencies, to acquire resources for the aforementioned specific agreements. In case financial resources cannot be obtained from external sources at a level sufficient to support a specific project, both parties will attempt to cover the expenses jointly and equitably with their own resources to the extent they choose to continue with such projects.

Each institution shall waive study fees for incoming students. This does **not** include service fees or expenses for accommodation, food or other living expenses.

ELEVENTH: Both parties agree that personnel from the non-host institution involved in projects for "UABC" and "COBURG UNIVERSITY" will remain under their institution's direction and under no circumstance will non-host institution personnel be considered host institution employees for any legal purpose.

In the event that any personnel involved in any program subject to this agreement work for institutions other than the parties to this agreement, such personnel will continue under the supervision and direction of their employer institution and they shall not be considered employees of either party to this agreement for any legal purpose.

TWELFTH: The parties agree that the authorship rights and copyrights of the materials resulting from their joint activity and concerning intellectual and / or industrial copyrights (patents, invention certificates, model and industrial drafts, drawings or plans registry) generated from programs and research to which the agreement refers, will correspond in equal parts, requiring the mention of the persons involved in them.

THIRTEENTH: This agreement has a duration of five (5) years beginning the date of its signing. At the end of this period, the agreement shall automatically extend for another five years, by mutual consent under the same conditions.

FOUR-TEENTH: If during this agreement, modifications should be deemed necessary, both parties must agree to make the changes, if and when such changes are presented in writing and duly signed by both parties.

FIFTEENTH: This general agreement will cease to have legal effects when one or both parties agree to terminate the agreement. The request to terminate the agreement must be in writing, and will take effect sixty days after it has been issued, without affecting the development of the Specific Programs in progress at the time.

SIXTEENTH: At the time this agreement ceases to be in effect for causes determined herein, the Permanent Committee cited in Clause Third will determine final disposition and application of the resources of any programs in progress at the time.

SEVEN-TEENTH: All type of general communications, correspondence, administrative or academic, resulting as products of the present legal instrument shall be addressed, in the case of the "UABC" to "Coordinación de Cooperación Internacional e Intercambio Académico", issuing copies to the corresponding school, college or institute according to their participation in the specific work program; in the case of "COBURG UNIVERSITY" to the International Office, which shall be responsible contacting and liaising with the corresponding faculty member.

EIGH-TEENTH: Both parties agree to carry all possible actions to their correct interpretation, observance and fulfillment in good faith.

This General Agreement is extended in duplicate, each party keeping one copy, and duly signing it on 10. October, 2012 in _____.

**UNIVERSIDAD AUTÓNOMA DE
BAJA CALIFORNIA**

RECTOR

Dr. Felipe Cuamea Velázquez

**COBURG UNIVERSITY OF APPLIED
SCIENCES AND ARTS**

PRESIDENT

Prof. Dr. Michael Pötzl

10. Okt. 2012

UNIVERSIDAD AUTÓNOMA
DE BAJA CALIFORNIA



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**Agreement of Cooperation
between
Universidad Autónoma de Baja California in Mexicali, Mexico
and
Coburg University of Applied Sciences and Arts in Coburg, Germany**

In order to extend the effective and mutually beneficial cooperation and develop academic and cultural exchange in education, research and other areas, Universidad Autónoma de Baja California and Coburg University of Applied Sciences and Arts hereby agree to cooperate toward the internationalization of higher education.

The areas of cooperation will include any program offered at either university which is felt to promote the above-mentioned goals. However, any specific program shall be subject to mutual consent, availability of funds and the approval of both universities. Such programs may include:

- a) exchange of faculty members
- b) exchange of students
- c) exchange of publications
- d) joint research projects
- e) joint conferences
- f) joint teaching projects
- g) joint cultural programs.

Furthermore, English shall be the language of communication, complemented by German and Spanish. All available telecommunication technology shall be used to facilitate the cooperation at distance.

The terms of such mutual assistance and cooperation shall be discussed and agreed upon in writing by the responsible authority of each university prior to the initiation of any particular program or activity.

This agreement shall take effect upon approval by both parties and shall remain in effect for an initial period of five years. Thereafter it shall automatically be renewed annually. However, either university may terminate the agreement in writing at least ten months prior to the beginning of an academic term/year.

Mexicali, Baja California
Universidad Autónoma de Baja California
Dr. Felipe Cuamea Velázquez
Rector

Coburg,
Coburg University of Applied Sciences and Arts
Prof. Dr. Michael Pötzl.
President

10. Okt. 2012

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DE BAJA CALIFORNIA



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