



# ACADEMIC CO-OPERATION AGREEMENT BETWEEN

## JAGIELLONIAN UNIVERSITY IN KRAKÓW, POLAND

#### AND

### El COLEGIO DE MÉXICO IN MEXICO CITY, MEXICO

The Jagiellonian University in Kraków, and El Colegio de México in Mexico City, México, (hereinafter referred to as the 'Parties'), hereby enter into the Agreement, based on a foundation of mutual trust, principles of equality and mutual benefit, in order to develop activities of mutual interest.

#### I. SCOPE OF CO-OPERATION

The Agreement will refer to the following activities:

- 1) exchange of faculty members and non-academic staff;
- 2) exchange of students (undergraduate/graduate);
- 3) exchange of scientific materials, publications and information;
- 4) joint conferences and academic programmes;
- 5) joint research activities and publications;

Specific details related to the aforementioned activities shall be subject to negotiation between the Parties. All financial arrangements shall depend on availability of funds and be included in Appendixes as integral part of the Agreement.

#### II. STUDENT EXCHANGE

#### A. General conditions

- 1. The exchange quota is agreed for 1 undergraduate/graduate student per year or 2 per semester from each side. Those who are nominated for one-semester studies at the Host University may prolong their studies by another subsequent semester maximum at a mutual consent of the Parties.
- 2. While parity in the number of exchanges is the goal, the Parties recognise that this may not always be possible. Every effort will be made to achieve parity over the period of the validity of this Agreement.
- 3. Exchange students will be registered as temporary study-related (non-degree seeking) students for the duration of their study at the Host University. The Agreement excludes any expectation of transfer to the graduating programme of the Host University. The Home University will inform their students about the character of the exchange and will release and acquit the Host University from any potential claims of their students.

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4. To comply with data protection laws in Poland, exchange students from El Colegio de México will need to sign a consent form to permit the Jagiellonian University to process, store and transfer their personal data to their Home University.

#### B. Responsibilities of the Home University

- 1. The Home University is responsible for recruitment, selection and pre-programme orientation of its candidates for exchange.
- 2. The Home University will ensure that its students propose a programme of study at the Host University that will be approved by both universities. The modules or courses proposed must fulfil the exchange students' degree requirements at their Home University. Enrolment in modules or courses is subject to availability and pre-requisites of the Host University. Exchange students may propose alternative module choices.
- 3. The Home University will ensure that its exchange students have a comprehensive health and accident insurance and visas (if applicable) that are valid throughout their stay at the Host University. The Parties will encourage all exchange participants to purchase adequate health, accident and travel insurance prior to the start of the exchange at the Host University.
- 4. The Home University will be responsible for informing outgoing students about the necessity of observing all the regulations of the Host University.
- 5. The Home University will be responsible for sending all necessary documents requested by the Host University.
- 6. Nomination letters, application files, and other documents as may be required, of students selected by the Home University will be forwarded to the Host University for final approval.
- 7. The application dates will be specified in a separate document.

#### C. Responsibilities of the Host University

- 1. The Host University will be responsible for reviewing applications of students recommended by the Home University. The final decision regarding the acceptance of incoming students will be the responsibility of the Host University.
- 2. The Host University will provide guidance to the incoming students regarding housing and insurance requirements. The Host University does not provide any health insurance for exchange students.
- 3. The Host University will provide academic and other advisory services for incoming students.
- 4. The Host University will send to the Home University a final transcript documenting the students' academic performance at the Host University within 4 weeks following the exchange students' termination.
- 5. The Host University will waive the tuition fee for exchange students (students will pay their regular fees to the home institution where applicable). Tuition fees may not be waived for those exchange students that want to pursue special programmes with budgetary autonomy.
- 6. The Host University will not be responsible for the cost of accommodation, living, transportation, visa and any other costs. The Host University will not be responsible for any personal expenses, debts, costs of damages incurred for the duration of the exchange, and any other costs incurred or arising from this Agreement. The Host University will not be held responsible for any accidents, diseases, damages or other cost-related events which may occur in relation to the Agreement. The Home University will inform their exchange students about this disclaimer.

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#### III. SHORT-TERM STAFF EXCHANGE

#### A. General conditions

- 1. The Parties can nominate academic and non-academic staff for short-term visits. The annual quota will be discussed on case by case basis willing to maintain reciprocity.
- 2. While parity in the number of exchanges is the goal, the Parties recognise that this may not always be possible. Every effort will be made to achieve parity over a period of the validity of this Agreement.

#### B. Responsibilities of the Home University

- 1. The Home University is responsible for the selection of participants of the exchange.
- 2. The Home University shall cover the travel costs of their selected participants of the exchange, given budgetary constraints.
- 3. The Home University will ensure that their exchange participants have a comprehensive health and accident insurance that is valid throughout their stay at the Host University.
- 4. The Home University will be responsible for sending all necessary application documents requested by the Host University.

#### C. Responsibilities of the Host University

- 1. The Host University will cover the subsistence expenses of participants of the exchange: accommodation and per diem.
- 2. The Host University will not be held responsible for any accidents, disease, damage, or other cost-related events which may occur in relation to the Agreement.

#### IV. CO-ORDINATION OF THE AGREEMENT

- 1. Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to another address designated by that other Party through written notice.
- 2. Each Party shall designate a person to serve as a liaison for implementing this Agreement. For the Jagiellonian University in Kraków, the contact person will Adriana Hołub-Palonka, IRO, adriana.holub-palonka@uj.edu.pl, tel. +48 12 663 30 15. For El Colegio de México, the contact person will be Luisa Alejandra González Barajas, Head of Academic Exchange, oia@colmex.mx, tel. +52 55 5449 3000, ext. 3158.

#### V. TRADEMARKS

- 1. Each Party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its logo and name ('Trademarks') to the other Party, solely for the promotion of this Agreement and any joint programmes and projects developed hereunder.
- 2. Each Party agrees that each time it reproduces and/or republishes the other Party's Trademarks it shall do so in a form identical to that provided by each Party, without alteration.
- 3. Each Party agrees to use the other Party's Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party's name, trademarks or other intellectual property in any manner whatsoever without prior written consent in each instance.

4. The Parties acknowledge by this Agreement that they acquire no right, title or interest in the other Party's Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each Party's Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.

#### VI. AMENDMENTS, RENEWAL, TERMINATION

- 1. The Agreement will be open to subsequent modification through mutual discussion and written consent of the two Parties. It shall be signed and remain in effect for a period of 5 years. The Agreement may be renewed for another 5 year period by mutual written consent at least six months prior to the completion of the term.
- 2. The Party wishing to terminate this Agreement must express its will in writing at least six months prior to the completion of the term. In case of early termination, the Parties will take necessary measures to avoid damages to themselves or to the third parties. The Parties will continue with the actions in progress at the time of early termination until these actions are concluded.
- 3. This Agreement has been executed in 2 original copies in English. Each Party shall retain one copy of the said original document.

#### VII. DISPUTE RESOLUTION

Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be jointly referred to the legal authorities of either Party or their nominees for resolution. In the unlikely case the dispute remains unresolved, it shall be resolved by the competent jurisdiction of the defendant.

In witness of the terms of this Agreement our signatures are affixed:

For the Jagiellonian University in Kraków

For El Colegio de México in Mexico City

prof. Wojciech Nowak

Rector

Kraków, on 08.02.2018

Dr. Silvia Elena Giorguli Saucedo

President

Mexico City, on .06.m20.2018