



Jihočeská univerzita
v Českých Budějovicích
University of South Bohemia
in České Budějovice



UNA ALIANZA DE CALIDAD POR LA EDUCACIÓN SUPERIOR

COOPERATION AND COLLABORATION AGREEMENT

BETWEEN

UNIVERSITY OF SOUTH BOHEMIA IN CESKE BUDEJOVICE (USB)

AND

THE CONSORTIUM OF MEXICAN UNIVERSITIES (CUMEX)

I. PURPOSE

The purpose of this instrument is to create a substantive working relationship and collaboration between the University of South Bohemia in Ceske Budejovice, hereinafter "**USB**" and the Consortium of Mexican Universities, hereinafter "**THE CUMEX**". This agreement will provide the general framework for cooperation between the parties, to promote and strengthen partnerships between our institutions.

II. "THE CUMEX" MISSION:

The Consortium of Mexican Universities, "**THE CUMEX**", is a Civil Association non-profit, with legal personality and own patrimony that is intended to contribute effectively to the consolidation of a common space of higher education of good quality, flexible and relevant in Mexico, and incorporate and respond to the needs of international higher education.

III. "USB" MISSION:

USB has been profiled as a research university at which the scientific-research activities are closely inter-connected with its educational activities. The University's vision is to be a successful and well-established institution for the 21st century, well recognized amongst Czech and European universities and implementing high quality education, science, research and collaboration with practice.

IV. COMMITMENTS

"**USB**" and "**THE CUMEX**" undertake, to the extent allowed its means and possibilities, to:

1. Promote institutional exchanges between their associated, so the teachers and employees of the partner institution participate in a variety of training activities, teaching or research, as well as professional development;
2. Promote the establishment of networks and research projects among its institutional members;
3. Foment the participation of its members in the development of activities and joint events of mutual interest;
4. Share information of interest and relevance for the benefit of its membership and the counterpart;
5. Identify areas and methods of cooperation between its members and work together to support or find sources of support for projects and relevant processes;

6. Exchange publications and academic materials, scientific, and cultural;
7. Identify opportunities in joint efforts between **"USB"** and partner institutions of **"THE CUMEX"** to ensure the continuous improvement of the quality of the education they offer, increase the positive benefits of our members in their communities, and strengthen their contributions to society through its activities of research and transfer of knowledge;
8. Identify opportunities to obtain financial resources from the Federal Governments of Mexico and the United States of America to support collaboration among our members, and
9. Any other necessary for the fulfillment of the purpose of the present instrument.

V. SPECIFIC AGREEMENTS

This general agreement of cooperation will be the reference document for any specific agreement between the parties. These specific agreements should detail the obligations to which commits each of the parties, and shall not enter into force until be formulated in writing, accepted by managers appointed by the parties to each agreement and approved in writing by both parties. The scope of activities set out in each specific agreement will depend on the funds available to both organizations to support the activities of collaboration, as well as financial subsidies that can obtain any of the institutions, through external sources.

VI. INTELLECTUAL PROPERTY

The parties recognize the rights of each one on patents, utility models, industrial designs and copyright.

The intellectual property rights of the instruments resulting from the present will correspond to the part which produced them or both in proportion to their contributions.

The parties are obliged to take in peace and safe away from any responsibility to third parts that as intellectual property concept it derived from the realization of the purpose of the present agreement.

VII. TERMS OF THE AGREEMENT OF COOPERATION AND COLLABORATION

This agreement will be effective from the date on which it is signed and will remain in force for five years. However, it will be reviewed and updated every year.

Both parties agree that this instrument does not create a partnership or a joint venture, and neither part has authority to bind the other.

Independently of any revision or update made to this agreement annually, the same may be approved by a new period of time by the parts at any time within its initial five-year phase.

VIII. EARLY TERMINATION

This agreement may be finished early when the parts determined it, or when one of them communicate it in writing to the other, with 90 calendar days in advance, your desire to terminating it. However, the activities that are in progress will continue until their full completion.

IX. CONTROVERSIES

In case of doubt or disagreement about the content or interpretation of this agreement or of the specific agreements, the parties by mutual agreement will solve them. If they did not reach any agreement, they will designate an arbitrator so that he can decide in law about the controversy emerged.

Signing of the Agreement in the city of Ceske Budejovice, the Czech Republic, on September 24th, 2015, at two parts in English, being both versions equally valid.

FOR "USB"



LIBOR GRUBHOFFER
RECTOR

FOR "THE CUMEX"



HUMBERTO AUGUSTO VERAS
GODOY
PRESIDENT

23-09-2015

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