



Register Number: 60140-787-25-VI-22



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. ENRIQUE LUIS GRAUE WIECHERS, AND UNIVERSITÄT SIEGEN, (HEREINAFTER REFERRED TO AS UNIVERSITY OF SIEGEN), REPRESENTED BY ITS RECTOR, PROF. DR. HOLGER BURCKHART, ACCORDING TO THE FOLLOWING STATEMENTS AND CLAUSES.

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 it has the following legal address: 9° piso de la Torre de Rectoría, Ciudad Universitaria, Alcaldía Coyoacán, Código Postal 04510, Ciudad de México, México.

II. UNIVERSITY OF SIEGEN declares:

1. That it is a national public institution for higher education founded in 1972 with legal personality, based on Article 2, Section 1 of the law governing the Universities of the Federal State of North Rhine-Westphalia (the



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University Law [UL]), in conjunction with Article 1, Section 2, No. 1. Its mission is to enhance education, research, and scholarship.

2. That the legal representation of this institution is the responsibility of its Rector, Prof. Dr. Holger Burckhart, according to the provision of Article 18 of the law governing the Universities of the Federal State of North Rhine-Westphalia.
3. That for the purposes of the present Agreement it has the following legal address: Adolf-Reichwein-Straße 2a, 57076 Siegen, Germany.

III. Both Parties declare:

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

C L A U S E S

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) Organize conferences, symposia and joint academic programs such as cotutelle and double degree or joint degree programs.
- d) Plan and carry-on joint research projects.
- e) Facilitate negotiations and agreements between the parties for the fulfillment of the above-mentioned activities.

THIRD: SPECIFIC AGREEMENTS

In order to undertake the activities set forth in the previous article, 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. 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 two responsible persons. For this purpose, **UNAM** designates the Director General de Cooperación e Internacionalización, Mtro. Gerardo Reza Calderón and the Directora de Cooperación Académica, Lic. Jessica Carpinteiro Martínez. On the other hand, **UNIVERSITY OF SIEGEN** designates the Head of the International Office, Katharina Sommer and its Senior Advisor, Department of Romance Studies, Faculty of Arts and Humanities, Prof. Dr. Yasmin Temelli.

UNAM

Responsible:
Mtro. Gerardo Reza Calderón
Director General de Cooperación e
Internacionalización

UNIVERSITY OF SIEGEN

Responsible:
Katharina Sommer
Head of the International Office



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Lic. Jessica Carpinteiro Martínez
Directora de Cooperación Académica

Postal Address:
Dirección General de Cooperación e
Internacionalización
San Francisco 400, esq. Luz Saviñón,
Colonia Del Valle, 9° Piso,
Alcaldía Benito Juárez,
Código Postal 03100,
Ciudad de México, México

Phone:
+(52) 55 54 48 38 00

e-mail:
direcciongeneral@global.unam.mx
jcarpinteiro@global.unam.mx

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

Prof. Dr. Yasmin Temelli
Senior Advisor
Department of Romance Studies
Faculty of Arts and Humanities

Postal Address:
International Office
Adolf-Reichwein- Straße 2, SSC
Building 57068 Siegen, Germany

Phone:
+(49)271-740-3907

e-mail:
Katharina.Sommer@zv.uni-siegen.de
Yasmin.Temelli@uni-siegen.de

Web Page:
<https://www.unisiegen.de/start/international/index.html.en?lang=en>

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.



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

SIXTH DATA PROTECTION

The parties undertake to lawfully process personal data and to take all the appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure of access. The parties undertake as well to protect and guarantee the rights of the data subjects.

In this case, **UNAM** will observe the Regulations related to Transparency and Access to Public Information for the National Autonomous University of Mexico, the Regulation for Personal Data Protection as well as the Complementary Rules on Technical, Administrative and Physical Security Measures for the Protection of Personal Data in Possession of **UNAM**.

In the same manner, **UNIVERSITY OF SIEGEN** is subject to the General Data Protection Regulation from the European Union (EU) N° 2016/679.

SEVENTH: EXPORT CONTROL LAW

Within the framework of this Agreement and resulting in any cooperation, the Parties shall comply with the applicable and relevant provisions of export control laws and regulations.

If information, results, technology, software and/or goods are subject to legal or contractual export control regulations, they are not allowed to be transferred without permission. The Parties undertake to provide all the information and documents necessary for export or shipment.

EIGHTH: 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



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institutions be considered substitute or liable employers.

NINTH: FORCE MAJEURE

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

TENTH: TERM OF THE AGREEMENT

The present Agreement shall remain in force for 5 (five) years, beginning with the last signature of the present document, and may be extended by means of a written Extension Agreement following an evaluation of its results.

This Agreement may be terminated in advance by either Party, by providing written notification 6 (six) months prior to the intended date of termination, to formalize the corresponding Termination Agreement.

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. In particular such termination must not affect students until completion of their academic program.

ELEVENTH: MODIFICATIONS

This Agreement may be modified by the mutual written consent of both Parties; modifications shall bind the Parties beginning with the date of signature.

TWELFTH: INTERPRETATION AND CONTROVERSIES

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



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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 and places indicated below. In case of any discrepancy, the English version shall prevail.

**UNIVERSIDAD NACIONAL AUTÓNOMA
DE MÉXICO**

**DR. ENRIQUE LUIS GRAUE WIECHERS
RECTOR**

Place and date: Ciudad de México
11 OCT. 2022

UNIVERSITÄT SIEGEN

**PROF. DR. HOLGER BURCKHART
RECTOR**

Place and date: Siegen, 20.12.2022