SEAL

**SPECIFIC AGREEMENT OF COLLABORATION**

**UNIVERSIDAD AUTÓNOMA DEL ESTADO DE HIDALGO**

**AND**

**COUNTERPART INSTITUTION**

 **Pachuca de Soto, Hidalgo, …….. of …….. , 2013**

**SPECIFIC AGREEMENT OF COLLABORATION BETWEEN THE AUTONOMOUS UNIVERSITY OF THE STATE OF HIDALGO HEREINAFTER BE CALLED “THE UAEH” AND WHO SHALL BE REPRESENTED BY ITS RECTOR, HUMBERTO AUGUSTO VERAS GODOY AND ASSISTED BY THE SECRETARY GENERAL ADOLFO PONTIGO LOYOLA, AND THE ………. WHO WILL HEREINAFTER BE CALLED “……….” REPRESENTED BY ……….. , IN HIS CAPACITY AS …………. IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND TERMS:**

**A N T E C E D E N T S**

1. That on the \_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_, both parties signed a General Agreement of Collaboration (or Academic Collaboration) with the object of ……….
2. That in accordance with the ………. Clause envisaged by the Agreement (General Agreement of Collaboration or Academic Collaboration) that establishes the signing of specific agreements, the parties agree to sign the present document.

*(Antecedent is optional, only if agreed in by both parties*

1. That in accordance with what is stipulated in the\_\_\_\_\_th clause of the Agreement (General Agreement of Collaboration or Academic Collaboration), the institutional representatives agree to the actions stipulated in the present document.

**S T A T E M E N T S**

1. That both parties mutually recognize their legal jurisdiction and that of their legal representatives. (Only in cases where the persons who will affix their signatures are the same participants of the General agreement of collaboration or academic collaboration, otherwise, the party concerned should prove his capacity to sign.)
2. That within its organic-administrative structure, one can find \_\_\_\_\_\_\_\_\_\_\_\_, with an infrastructure and the necessary resources to comply with the object of the present document and whose head is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. That both parties confirm their official addresses as shown in the Agreement (General Agreement of Collaboration or Academic Collaboration).

Having stated the above, the appearing parties hereby agree to abide by the terms and conditions stated as follows:

**SOME INSTITUTIONS DO NOT MENTION ANTECEDENTS OF THE GENERAL AGREEMENT, AND CITE THE STATEMENTS OF “THE UAEH”.**

1. Of **“THE UAEH”**

1.1 It is a public decentralized and autonomous organism, provided with its own legal capacity and status, in accordance with its fundamental law valid from May 4, 1977, and its last reform on June 7, 2010, whose aims are:

* To organize, impart and promote senior high school, professional and postgraduate education, as well as flexible exit processes in every educational level.
* To promote and direct scientific, humanistic and technological research in a manner that responds to the needs of the integral development of the state and of the country
* To spread culture in every sense with a high social purpose.

1.2 That in the Minutes numbered 284 dated April 8 2011, Humberto Augusto Veras Godoy is designated Rector by the Honorable University Council of the Universidad Autónoma del Estado de Hidalgo, provided for in articles 19 and 22, section XI, of its Fundamental Law in force and article 46, section V of the General Statutes of this educational institution. The aforementioned legal status grants him the authority to perform legal acts for the proper operation of the University.

13. The Secretary General, Master Adolfo Pontigo Loyola, by the powers vested in him under article 70, section IX of the General Statutes, has the authority to endorse with his signature the legal functions performed by the Rector in the name of “The UAEH”.

14. For the purposes the signing of the present Agreement is deemed necessary, the legal address is located on 600 Mariano Abasolo Street, Colonia Centro, Pachuca de Soto, Hidalgo, CP 42000.

15. Its Federal Taxpayer’s registry number is UAE 610303-799.

**C L A U S E S**

**FIRST. OBJECT**

The object of this Agreement is ………………………………………………….

 *Options / Suggestions: (should be concrete and specific)*

1. *the collaboration by both parties with the end of carrying out the project of…………………..*
2. *the provision of research consisting of…………………………………*
3. *the provision of academic services consisting of ……………………*

**SECOND. COMMITMENTS OF “THE UAEH”**

For the execution of the object of this Agreement, “the UAEH”, through ………

Is committed to:

**THIRD. COMMITMENTS OF “*The counterpart*”**

For the execution of the object of this Agreement, **“*The counterpart*”** is committed to:

**FOURTH. COMMITMENTS OF BOTH PARTIES**

For the proper development of the object of the present Agreement, both parties are committed to:

**FIFTH. CONTRIBUTION OR PAYMENT**

*(Optional Clause, only when applicable)*

For the execution of the object of this Agreement, **“*The counterpart*”** is obliged to pay “The UAEH” the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_ *(in pesos or in foreign currency)*

Both parties agree that the payment will be made in (place or address)

*(In the case that the counterpart requests for a tax breakdown, this should be stipulated in this Clause and in the corresponding receipt)*

**SIXTH. RESPONSIBILITIES**

For the execution of the activities of the present Agreement, both parties shall designate a person in-charge:

On the part of “The UAEH”, **\_\_\_(Name)\_\_\_\_\_, \_\_\_\_\_\_\_(post/position)\_\_\_\_\_**

On the part of “The Counterpart” , ”, **\_\_\_(Name)\_\_\_\_\_, \_\_\_\_\_\_\_(post/position)\_\_**

**SEVENTH. TECHNICAL COMMITTEE**

*(Optional clause, only when both parties agree, and is required by the nature of the objective)*

For the proper execution of the object of the present Agreement, both parties agree to form a technical committee composed of an equal number of representatives from each party and whose duties will be:

1. To determine and implement actions to accomplish the object of the present document.
2. To follow-up on the development of this document.
3. Other duties that both parties agree on

**EIGHTH. WORK RELATIONS**

Both parties agree that each of them will appoint their respective staff to carry out the realization of the present Agreement. Each staff will be assigned their duties by their respective party as employer. Thus, each of the party´s personnel shall assume their duties in this manner and that in no way should they be considered employees of the other or substitutes.

**NINTH. INTELLECTUAL PROPERTY**

The copyright ownership, with regards to patrimony will belong to \_\_\_\_\_\_\_\_\_\_\_\_,

giving rightful moral recognition to whoever had intervened in the fulfillment of the Agreement. “The UAEH” will have the right to use the information or results derived from the present document for its academic purposes.

**TENTH. CONFIDENTIALITY**

*(Optional clause, only when applicable)*

Both parties agree to keep given and exchanged technical and financial information under strict confidentiality for the purpose of the execution of the present document. In case any party fails to keep this commitment, the party shall be obliged to cover resulting damages.

If “The UAEH” incurs in the failure to keep this commitment, payment will be deducted from the contribution that the counterpart has committed to.

**ELEVENTH. CONVENTIONAL SANCTIONS**

*(Only in the event that this is required by the counterpart and that advanced payments have been made. It should never be the case if payments are stipulated upon the handing in of the project or the object of the Agreement)*

In the event that “The UAEH” is unable to comply with the object of the present document in due time and manner as agreed on, “The UAEH” shall be subject to a

conventional sanction of \_\_\_\_\_\_\_\_\_\_\_ that shall be deducted from the payment or contribution that the counterpart has committed to.

*(In the case that both parties have agreed on partial fulfillment of the agreement, the possibility of amending partial compliance failure should be anticipated before considering termination of the Agreement).*

Once \_\_\_\_\_\_\_ days have transpired without any amendment to the partial compliance failure, the parties have the right to proceed in the termination of the Agreement.

**TWELFTH. CIVIL RESPONSIBILITY**

Both parties expressly agree that neither one of them will bear any civil responsibility for possible resulting damages, as a consequence of unforeseen circumstances, particularly academic or administrative labor strikes, on the understanding that once these events have concluded, activities will resume in the terms and manner determined by both parties.

**THIRTEENTH. PERIOD OF VALIDITY**

*(Ensure that the validity does not exceed the period set by the present Agreement.)*

The present document will take effect on the date of the signing of the Agreement and will have a duration of \_\_\_\_\_\_\_\_\_\_\_\_\_, extendable for another same period following evaluation of the results obtained and by mutual written agreement of the parties.

**FORTEENTH. CANCELLATION AND ANTICIPATED TERMINATION**

*(Optional for any of the two circumstances or the two circumstances could take place at the same time)*

Any of the parties could cancel the Agreement without the need for a judicial declaration if determined that the counterpart has failed to comply with its commitments.

The parties could, by mutual agreement, terminate the present Agreement in an anticipated manner if it is convenient to their interests.

If this (these) circumstance(s) take place, a written notification should be made \_\_\_\_\_\_\_days in advance, covering invariably the sum of expenditures incurred or the work that has been accomplished.

**FIFTEENTH. MODIFICATIONS**

The present Agreement could be modified or added on to by wish of the parties; signing an Amending Agreement. The signing parties will be legally bound to the modifications or addition to the document from the date of the signing of the Agreement.

**SIXTEENTH. INTERPRETATION AND COMPLIANCE**

Both parties agree that the present document is the product of good faith, therefore all controversy and interpretation that arises from the aforementioned regarding its operation, official status and compliance, shall be resolved by both parties by mutual agreement *(by the Technical Committee referred to in the \_\_\_\_\_\_th clause of the present document or set by the General Agreement of Collaboration or Academic Collaboration).*

Should the case arise that both parties do not reach an agreement, both parties will submit to the jurisdiction determined for this purpose.

*(It is suggested that this case be submitted to the jurisdiction of the Federal Court of the Federal District, however, the jurisdiction of federal courts in other federal entities could be recognized, as well as international arbitration and mediation institutions.)*

After the present contract has been read and both parties informed of its scope and content, they sign in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the city of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_th day of the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_.

**For “The UAEH” For “\_\_\_\_\_\_\_\_\_\_\_\_\_”**

(Name and position/post (Name and position/post

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