



CARÁTULA

Convenio General de Cooperación de fecha 16 de julio del 2024 celebrado con el **WESTERN NEW MEXICO UNIVERSITY (WNMU)**

Tipo de instrumento:

Convenio General de Cooperación

Área solicitante:

Dirección de Internacionalización y Vinculación

Nombre, denominación o razón social:

Tipo de persona con quien se contrata:

Representante legal:

Western New Mexico University WNMU

Moral <input checked="" type="checkbox"/>		Física <input type="checkbox"/>		Sector al que pertenece:			
				Privado <input checked="" type="checkbox"/>	Público <input type="checkbox"/>	Social <input type="checkbox"/>	Otro <input type="checkbox"/>
				Especifique:		n/a	
Nombre						Puesto	
Joseph Sheperd						Presidente	

Objeto:

El objeto del presente convenio consiste en establecer el marco de colaboración académica, científica y tecnológica entre "LAS PARTES", para realizar conjuntamente actividades que permitan conseguir el máximo desarrollo dentro de la comunidad universitaria estudiantil así como en cuanto a la formación y especialización de recursos humanos, el desarrollo de investigaciones conjuntas, la integración de diversos programas de Doble Titulación, movilidad docente, estudiantil y administrativa; desarrollo tecnológico y académico; intercambio de información; así como asesoría técnica o académica y publicaciones en los campos afines de interés para "LAS PARTES", cuyos compromisos y términos se definirán en el presente instrumento y/o en acuerdos específicos de colaboración derivados del presente convenio, según sea el caso.

Fecha de firma:

Vigencia:

16 de agosto del 2024

Inicio	Fin	No aplica
16/agosto/2024	04/octubre/2028	<input type="checkbox"/>
Indefinida <input type="checkbox"/>		Hasta total cumplimiento de obligaciones <input type="checkbox"/>

Responsable de la operación y seguimiento:

Directora de Internacionalización y Vinculación

No. interno de control:

256/2024

Fecha de archivo:

Carpeta:

Elaboró: AFP



UACH
UNIVERSIDAD AUTÓNOMA DE
CHIHUAHUA

GENERAL COOPERATION AGREEMENT BETWEEN THE **UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA**, REPRESENTED BY ITS RECTOR, **MTRO. LUIS ALFONSO RIVERA CAMPOS**, HEREINAFTER REFERRED TO AS "**UACH**", AND **WESTERN NEW MEXICO UNIVERSITY**, REPRESENTED BY THE PRESIDENT **JOSEPH SHEPARD**, HEREINAFTER REFERRED TO AS "**WNMU**"; JOINTLY REFERRED TO AS "**THE PARTIES**" SUBJECT TO THE FOLLOWING BACKGROUND, DECLARATIONS, AND CLAUSES:

BACKGROUND

FIRST. On September 24, 2019, **UACH** and **WNMU** entered into a General Educational Collaboration Agreement to promote collaboration between both parties, as well as to foster closeness and cooperation among their faculties, departments, institutes, and research centers.

SECOND. In Article 3 of the aforementioned agreement, "**THE PARTIES**" committed to carrying out cooperation modalities with full respect for their respective normative and directive political-economic competencies of their respective Governments, and in accordance with the agreements established between both parties.

DECLARATIONS

I.- UACH DECLARES THROUGH ITS RECTOR:

1. That it is a decentralized public body of the State, endowed with legal personality, assets, and its own competencies, as well as autonomy to govern itself, among other things; all in accordance with Articles 1 and 2 of the Organic Law of the Autonomous University of Chihuahua, approved by the Sixty-First Honorable Constitutional Legislature of the Free and Sovereign State of Chihuahua in its Decree 953/07 II P.O., published on June 27, 2007, in the Official State Newspaper.
2. That its objectives include, among others: providing higher education to train professionals, researchers, and technicians who contribute to the social, economic, and cultural development of the State and the Nation; providing its members with a solid integral formation guided by the highest human values; justice and social solidarity, respect for the plurality of ideas, a sense of service, scientific and philosophical knowledge, and continuous improvement; fostering and conducting research through services provided to the community; cooperating with public, social, and private organizations in activities aimed at meeting social needs, especially educational ones.
3. That the Rector participates in this instrument exercising the powers conferred by Articles 19 and 23, sections III and IV of the Organic Law of the Autonomous University of Chihuahua, as the Legal Representative of the University, responsible for exercising the general mandate powers of the University for lawsuits and collections and administrative acts with all general and even special powers requiring a clause of such nature according to the Law; as well as entering into all kinds of agreements and contracts for fulfilling the objectives of this institution, with the limitations derived from the Law and its Regulations.

4. That MTRO. LUIS ALFONSO RIVERA CAMPOS proves his capacity as Rector with University Council minutes numbers 599 and 604 dated August 26 and November 8, 2022, respectively, recording the election and oath-taking as Rector for the period from November 8, 2022, to October 4, 2028.
5. That for this agreement, he designates as legal domicile the address located at Escorza No. 900, Col. Centro, C.P. 31000 in Chihuahua City, Chihuahua.

II.- WNMU DECLARES THROUGH ITS REPRESENTATIVE:

- A. That it is a public non-profit educational institution of higher education in the State of New Mexico, founded in February 11, 1893. Overall responsibility for the university resides in an autonomous Board of Regents appointed by the Governor of the State and confirmed by the State Senate. The Board delegates authority for the internal management of the institution to the President. The mission of WNMU is to serve the people of New Mexico through education, research and extension education, and public service, with special emphasis on preserving the state's multi-cultural heritage, protecting its environment, and fostering its economic development in an interdependent world.
- B. That the President, **DR. JOSEPH SHEPARD**, or his designee, the **Vice President for External Affairs, DR. MAGDALENO MANZANÁREZ** is empowered to sign the present Agreement on behalf of the Board of Regents of Western New Mexico University.
- C. That for the purpose of the present agreement the following address should be used: 1000 W College Ave, Silver City, NM 88062, Division of External Affairs, Western New Mexico University, Silver City, NM 88062, telephone number 575 538 6620 and fax number 575 538 6284; e-mail address Magdaleno.Manzanarez@wnmu.edu and website address <http://wnmu.edu/admin/extaff/>

III.- "THE PARTIES" DECLARE:

1. That this agreement, as well as the specific agreements derived from it, will be governed by the terms and conditions provided in this legal instrument.
2. That once the personality and legal capacity with which "**THE PARTIES**" appear are fully recognized, it is their will to enter into this legal act for which they agree to be subject to the following:

CLAUSES

FIRST.- OBJECT. The purpose of this agreement is to establish the framework for academic, scientific, and technological collaboration between "**THE PARTIES**" to jointly conduct activities that enable the maximum development within the university student community, as well as in terms of human resource training and specialization, joint research development, the integration of various Dual Degree programs, faculty, student, and administrative mobility; technological and academic development; information exchange; as well as technical or academic advisory and publications in areas of mutual interest to "**THE PARTIES**", whose commitments and terms will be defined in this instrument and/or in specific collaboration agreements derived from this agreement as applicable.

SECOND.- ACTIVITIES. To ensure proper compliance, "**THE PARTIES**" agree that the activities of this agreement involve the following aspects, including but not limited to:

1. **Academic development.**

- a. Generate the necessary means of collaboration for the development of the students of **"THE PARTIES"** in order to promote the academic development of the university community, always prioritizing the professionalization of the students.
- b. Carry out the appropriate actions within the institutions of **"THE PARTIES"** to achieve the dissemination of the relationship between **"THE PARTIES"** among the university community, so that they participate in the various activities that derive from this instrument.
- c. Promote student mobility in order to provide improvements in the opportunities available to students.
- d. Generate the essential work for the development of the schemes related to the double degree offered by **"THE PARTIES"**.

2. Joint research projects and activities.

- a. Promote and carry out temporary stays for faculty, administrative staff, and researchers who wish to undertake projects at the facilities of the other party to which they are affiliated.
- b. Jointly organize and conduct courses, seminars, conferences, symposia, exhibitions, round tables, workshops, congresses, and other academic events that are of interest to the staff of **"THE PARTIES,"** as well as to third parties.
- c. Conduct guided visits for informational or educational purposes.
- d. Develop, promote, organize, advise, and jointly conduct specialization courses, professional updating courses, diploma programs, and postgraduate courses that allow the formation of highly specialized professional personnel.

3. Development of joint academic programs.

- a. Develop joint research and innovation projects in scientific-technological, humanistic, and cultural fields in areas of interest to both parties.
- b. Include faculty and researchers from **"THE PARTIES"** with recognized professional experience to develop research and scientific-technological, humanistic, and cultural development projects, so that they participate in joint projects.

4. Organization of seminars, conferences, and workshops.

- a. Jointly develop technology to contribute to the solution of regional problems.
- b. Provide technological services and/or specialized technical work according to the needs and requirements of the applicants.
- c. Collaborate with public, private, and social sectors, both national and international, in the consolidation of technological development and innovation in the United Mexican States and the United States of America.

5. Exchange of academic information and materials.

- a. Exchange scientific, technical, and statistical information that enables the conduct of studies or research on matters of mutual interest to facilitate academic and student exchanges, always maintaining the necessary confidentiality towards third parties, and subject to the signing of the corresponding Specific Agreement, if necessary.

THIRD.- DUAL DEGREE PROGRAM. "THE PARTIES" agree to establish a Dual Degree program, upon request from the Academic Unit of UACH to the Academic Directorate, which must validate the feasibility together with the Directorate of Internationalization and Liaison. Once validated by UACH, the Dual Degree program will be sent to WNMU for review and corresponding validation. The specific procedure mentioned above will be determined by each of "THE PARTIES" in accordance with their respective academic regulations.

For the purposes of the above, "THE PARTIES" agree that the general rules for the Dual Degree programs generated will be as follows:

- a) To obtain the academic degree, participants must complete the program of the host university, as well as meet the credit hour and course requirements; for this purpose, participants in the program will be registered as full-time students.
- b) The equivalence of courses for the purpose of credit transfer must be determined by UACH through the Academic Directorate, the Directorate of Internationalization and Liaison, and the Academic Unit intending to generate the Dual Degree program, while for WNMU, it will be through the Academic Associate Dean of a school or College.
- c) Participants in the Dual Degree program must meet the admission and graduation requirements in accordance with the provisions of the academic regulations of each institution for the awarding of the corresponding degrees.
- d) The language of instruction will be Spanish for classes taken at **UACH** and English for classes taken at **WNMU**. Therefore, students must have the necessary documentation to prove proficiency in both languages.
- e) For students enrolled in **UACH** undergraduate programs selected under the framework of this specific agreement, **WNMU** agrees to transfer the classes taken at **UACH**, and similarly, **UACH** agrees to transfer the classes taken at **WNMU** as part of **WNMU**'s Bachelor's programs, in accordance with what is determined by "THE PARTIES" through the entities established in section 5.b of this clause.
- f) It will be an essential requirement that before applying for the degree at **WNMU**, **UACH** students must complete the degree procedures at **UACH** and present to **WNMU** the certificate of degree examination in order to meet this requirement and be eligible for the Dual Degree.
- g) The graduation or completion requirements at UACH include, among others:
 - a. A period of Social Service that must be completed within the territory of the United Mexican States before UACH participating students decide to enroll in the Dual Degree program.
 - b. Completion of the Carnet +Vida Universitaria in accordance with the applicable UACH regulations and as determined by the Directorate of Extension and Cultural Dissemination.

- c. Completion of Professional Practices in accordance with the applicable UACH regulations, which may be carried out in the United Mexican States or the United States of America, in the form of a mobility project according to the requirements of the relevant academic program.
- h) To obtain the degree from **UACH** and **WNMU**, students will be subject to all the academic and conduct regulations in force at the respective institutions.
- i) Students participating in the Dual Degree program must complete the General Education courses stipulated in the **WNMU** study program through the various modalities established for this purpose.
- j) Due to the need to develop institutional and accreditation reports, both institutions agree to provide timely information related to the academic performance of the students. Participants will give their written consent to **WNMU** and **UACH** respectively to share access to their information.
- k) Students in the Dual Degree program will register and pay the enrollment and/or tuition costs stipulated by each institution directly to **UACH** or **WNMU**, respectively. It will be the responsibility of the parties to inform the students of the costs incurred as a result of participating in the program, which must be fully covered by the students. Additionally, students will be responsible for the cost of transportation, maintenance, and housing.
- l) l) For the purposes of the above, "**THE PARTIES**" agree that some of the cost items and expenses that students will incur as a result of their enrollment in this program during their transfer will be as follows:
- a. Application fee to **WNMU**.
 - b. SEVIS registration fee and student visa processing.
 - c. Tuition and fees: **WNMU** will offer the in-state tuition rate for New Mexico residents. **UACH** will offer the same rate for Mexican national students to **WNMU** students participating in this program.
 - d. CENEVAL EXANI-II application fee and admission exam fee for **UACH**.
 - e. Semester cost at **UACH**.
 - f. Accommodation and food.
 - g. Health insurance.
 - h. Transportation.
- m) Foreign students from **WNMU** who wish to graduate at **UACH** must complete all the necessary procedures for the revalidation of their previous studies in order to proceed with their admission and graduation.
- n) **FOURTH.- SPECIFIC AGREEMENTS.** For the execution of the aspects mentioned in this instrument that require greater specificity, "**THE PARTIES**" will enter into specific agreements detailing the precise activities to be carried out concretely. These instruments will be signed by those with the authority to commit and represent "**THE PARTIES**." The activities of the specific agreements derived from this one should consider, but are not limited to, the following:
- a) Objectives of the academic project.
 - b) Scope. Results to be obtained and specifications.
 - c) Financial agreements.
 - d) Obligations of **UACH**: allocation of resources, staff participation, responsibilities, and timelines.
 - e) Obligations of **WNMU**: allocation of resources, staff participation, responsibilities, and timelines.
 - f) Activity program. Schedule of activities related to the development of the project or publication of the work.
 - g) Responsible parties.

- h) Where applicable, evaluation and follow-up activities.
- i) Terms of property and intellectual ownership. Conditions of the property and intellectual rights of the involved parties will be established.
- j) Duration of the agreement.
- k) Disputes. Instances to resolve any disputes that may arise.
- l) Any other matters agreed upon by "THE PARTIES".

FIFTH.- FOLLOW-UP AND EVALUATION COMMISSION. Each of "THE PARTIES" will appoint a member to the Follow-up and Evaluation Commission, which will be composed as follows:

For **UACH MTRA. MARTHA LORENA MIER CALDERÓN** and **MTRA. LIZZA IVETH SOLÍS CHÁVEZ**, in their capacity as Academic Director and Director of International Relations, respectively, or whoever is designated for such purposes in accordance with the activity in question.

For **WNMU MAGDALENO MANZANÁREZ** in his capacity as Vice President of External Affairs or whoever is designated for such purposes in accordance with the activity in question.

SIXTH.- FUNCTIONS OF THE FOLLOW-UP AND EVALUATION COMMISSION. The Follow-up and Evaluation Commission will meet as mutually agreed upon by "THE PARTIES" to evaluate the aspects derived from the application of this Agreement. performing the following functions:

- Ensuring the development of cooperation activities by approving the necessary guidelines and directives;
- Implementing corrective measures to improve cooperation activities when necessary;
- Proposing modifications to the content of the Specific Collaboration Agreements to "THE PARTIES";
- Examining, verifying, and properly organizing the documentation;
- Evaluating the results obtained, indicating the degree of achievement of the objectives based on the indicators established in this agreement;
- Keeping the instances designated by "THE PARTIES" permanently informed about the development, incidents, and compliance with the work schedule and budget;
- Assisting in the search for resources to finance the cooperation activities derived from this agreement; and
- Resolving disputes that may arise from the interpretation or application of this agreement.

The Monitoring and Evaluation Commission will prepare minutes of the decisions made in the exercise of its functions, which will be incorporated into this agreement and will form an integral part of it.

The Monitoring and Evaluation Commission will have information on the progress achieved as a result of the cooperation activities under this agreement, for the relevant purposes.

SEVENTH. - FINANCING. "THE PARTIES" will finance the cooperation activities referred to in this Agreement with the resources allocated in their respective budgets, in accordance with their availability, budgetary constraints, and their respective legislation. Each party will cover the expenses related to its participation, except in cases where alternative financing mechanisms can be used, as deemed appropriate.

Additionally, "THE PARTIES" may obtain, jointly or separately, the necessary resources for the development of the cooperation activities referred to in this agreement, through other institutions and government agencies or national, regional, or international organizations.

EIGHTH. - ACADEMIC USE. "THE PARTIES" may use the information derived from this agreement for academic purposes, and the researchers participating in it may use it for curricular purposes and in scientific

journals, conferences, or academic meetings where appropriate. **"THE PARTIES"** will give each other the corresponding credits in the publications made as a result of this agreement.

NINTH. - DURATION. **"THE PARTIES"** agree that the duration of this legal instrument will begin on the day of its signing and will be valid until October 4, 2028. This duration may be extended for equal periods, subject to prior agreement between **"THE PARTIES"**. The benefits acquired by the university community of **"THE PARTIES"** derived from this instrument will maintain their due continuity and acquired benefits, regardless of the renewal of this agreement, unless otherwise agreed in writing.

TENTH. - MODIFICATIONS. **"THE PARTIES"** agree that any modification, addition, or amendment to this agreement must be agreed upon in writing and signed by authorized representatives of both parties. No oral modification or any other form will have any validity or legal effect unless documented in writing and signed by both parties in the respective Amending Agreement or Additional Agreement, as appropriate.

To propose a modification to the agreement, the interested party must notify the other party in writing of the nature and scope of the proposed modification, with both parties negotiating in good faith and acting reasonably to reach a mutual agreement on the terms and conditions of the modification.

The Amending Agreements and/or Additional Agreements signed between **"THE PARTIES"** in accordance with this clause will form an integral part of this agreement and will have full validity and legal effect from the date of their signing.

ELEVENTH. - EARLY TERMINATION. **"THE PARTIES"** reserve the right to terminate this agreement early, at any time, unilaterally, as it suits their interests, without the need to obtain the consent or authorization of the other party and without the need to obtain a court ruling; by giving written notification to the other party fifteen (15) calendar days in advance, with the understanding that in such a case, **"THE PARTIES"** will be obligated to fulfill the obligations that are pending until the termination date specified in the notification referred to in this clause, without having the right to claim any payment or compensation for damages and/or losses resulting from the early termination of the agreement, thus expressly waiving any actions to which they may otherwise be entitled.

The early termination of this agreement will not release **"THE PARTIES"** from the responsibilities and obligations incurred due to the actions or omissions of their personnel before the date of notification of early termination.

Furthermore, **"THE PARTIES"** agree that early termination may be carried out by either party in the following cases:

- a) Mutual Agreement: Both parties may agree in writing to the early termination of the agreement at any time, without the need for justification or prior notification.
- b) Force Majeure: If an event of force majeure or an unforeseen event occurs that makes the continued execution of the agreement impossible or impracticable, **"THE PARTIES"** may terminate the agreement early by written notification, without liability for either party.

In the event that **"THE PARTIES"** agree to the early termination of this agreement, they agree that the designated responsible parties in Clause Five shall carry out the necessary procedures to ensure that each party fulfills all outstanding obligations up to the date of early termination.

Clauses that, by their nature, should survive the termination of the agreement, including but not limited to confidentiality and jurisdiction clauses, will remain in effect after early termination, subject to mutual agreement between **"THE PARTIES"** regarding the scope of this paragraph.

It will be at the discretion of the affected party to grant the other party a reasonable period to remedy the non-compliance of any of its contractual obligations, so that the rescission of this agreement does not ultimately occur.

THIRTEENTH. - COMMUNICATION BETWEEN "THE PARTIES". Communications regarding any aspect of this instrument will be sent in writing, by email, certified mail, specialized courier, or any other means that ensures and verifies its receipt by the recipient at the addresses indicated in the declarations and to the designated responsible parties in this clause.

All notifications, notices, or communications directed by **"THE PARTIES"** under the terms of this clause will be deemed received on the date of delivery, provided that there is an acknowledgment of receipt or confirmation of receipt.

Either of **"THE PARTIES"** may change the address where they should receive notices and messages, notifying such change in writing with at least twenty (20) natural days in advance of the effective date. Until **"THE PARTIES"** notify in writing of the change of address, notices, notifications, and other judicial and extrajudicial proceedings made at the indicated addresses will fully take effect.

FOURTEENTH. - INTELLECTUAL PROPERTY. If as a result of the cooperation activities under this agreement, commercially valuable products and/or intellectual property rights are generated, they will be governed in accordance with the applicable legislation for the United Mexican States, the United States of America, as well as by international conventions in the field.

All intellectual creations, including but not limited to publications of various categories (articles, brochures, etc.), co-productions, works, activities, projects, and programs, patents, copyrights, trademarks, industrial designs, and know-how or commercially valuable products developed or used in relation to this agreement, will be the exclusive property of the party that generated them or holds the intellectual property rights over them, giving due recognition to those who participated in their realization. Therefore, said party will enjoy, to the extent applicable, the rights granted by the laws on intellectual property in force and applicable in both the United Mexican States, the United States of America, and abroad.

The ownership of copyright, in its financial aspect, will correspond to the party whose staff has carried out the work subject to publication, giving due recognition to those who participated in its realization. If the work is carried out by the staff of both parties, the ownership will be shared equally.

In the case of works generated and where it is not possible to determine the degree of participation of **UACH** and **WNMU**, ownership of moral and financial rights will be shared equally between them, giving due recognition to those who participated in its realization.

Unless expressly agreed in writing between the parties, neither party shall assign, transfer, or sublicense the intellectual property rights acquired or generated in connection with this agreement without the prior written consent of the other party.

FIFTEENTH: CONFIDENTIALITY. **UACH** and **WNMU** will have the reciprocal status of **SENDING PARTY** and **RECEIVING PARTY**, as appropriate.

For the purposes of this instrument, **"THE PARTIES"** agree that all information, whether verbal, visual, printed, written, graphic, or contained in existing electronic media or any other media that may be discovered during the term of this agreement, which is related to the agreement and is provided, presented, released, and/or made known by any means or medium, whether existing or to be discovered, from the **SENDING PARTY** to the **RECEIVING PARTY**, or which by virtue of its characteristics, circumstances, or manner of disclosure is of a

confidential nature, shall be considered **CONFIDENTIAL INFORMATION**. This includes, but is not limited to, intellectual and/or industrial property rights, such as studies, market information, suppliers, customers, business plans, costs, prices, designs, precedents, market strategies, material lists, manufacturing procedures, industrial processes, packaging procedures, qualitative-quantitative formulas, quality specifications, analysis methods, distribution channels, marketing plans, discussions, resolutions, target markets, existing markets, fixed, potential, or estimated customers, identification data of affiliates, associates, business partners, project partners, databases, software, digital information, electronic information, databases, files, codes, keys, documents, drawings, specifications, graphics, technical information, letters, samples, electronically transmitted documents, regulatory trends, emails, and, in general, any information related to the agreement and any activities of the parties in this agreement and/or any of their subsidiaries, affiliates, associated businesses, which may be provided at any time (even prior to the signing of this agreement) from the **SENDING PARTY** to the **RECEIVING PARTY**.

Additionally, any information generated under this agreement shall be considered **CONFIDENTIAL INFORMATION** and shall be the property of the party to whom its origin and/or generation can be attributed. In the case of joint origin, both parties shall own it in proportion to their involvement.

The **RECEIVING PARTY** of the **CONFIDENTIAL INFORMATION** is responsible for treating it in a secret and confidential manner, and to make all necessary efforts to maintain it as such, refraining from disclosing or using it for their personal benefit or that of third parties, directly or indirectly. The **CONFIDENTIAL INFORMATION** provided by the **SENDING PARTY** shall be used exclusively for the purposes and actions related to this agreement.

Furthermore, the **RECEIVING PARTY** undertakes to take the necessary measures to ensure that its officers and employees do not disclose the **CONFIDENTIAL INFORMATION** provided to them. This information shall only be provided to those employees who strictly require it for the performance of their duties based on the provisions of this agreement, and the **RECEIVING PARTY** has authorized in writing through a list to be timely delivered to the **SENDING PARTY**.

The **CONFIDENTIAL INFORMATION** is and will remain the property of the **SENDING PARTY**. Therefore, the **RECEIVING PARTY** agrees to recognize the **SENDING PARTY** as the exclusive owner of the **CONFIDENTIAL INFORMATION** and acknowledges that no situation arising from the obligations under this agreement shall be construed as granting, assigning, transferring, leasing, or otherwise transmitting such ownership rights. The confidentiality obligation shall not apply to the following information:

1. That at the time of its disclosure, it is already known to or has already been known by the **RECEIVING PARTY**, as could be evidenced by written documents, or that it is developed by the **RECEIVING PARTY** in the ordinary course of its activities and/or agreement and independently of the **CONFIDENTIAL INFORMATION** disclosed by the **SENDING PARTY**, as indisputably demonstrated by the files and records of the **RECEIVING PARTY**.
2. That at the time of its disclosure, it is already in the public domain, as could be evidenced by written documents.
3. That after its disclosure, it becomes publicly available information without the involvement of either party, provided that the foregoing is not the result of a disclosure or dissemination in violation of a confidentiality agreement.
4. That it has subsequently been disclosed by a third party, having the legal right to disclose such information and without such third party being under any confidentiality obligation to either party.
5. Information that "**THE PARTIES**" are required to provide in compliance with a court order or mandate from a competent authority.

SIXTEENTH. - ABSENCE OF EMPLOYMENT RELATIONSHIP. Each of **"THE PARTIES"** undertakes, under its strictest responsibility, to hold the other party, as well as any of its subsidiaries and affiliates, harmless from any claims in which the natural person(s) who, under their dependence and subordination, participate in the subject matter of this agreement are involved. There shall be, in no way, an individual employment relationship, individual employment agreement, legal subordination, or any labor law connection between **UACH** and **WNMU** or the natural person(s) participating in this agreement on behalf of each of them. Therefore, it is expressly established that such natural person(s) are exclusively workers at the service and under the subordination of the party to which they belong. Consequently, all salaries, labor benefits, and any other benefits or indemnities to which these natural person(s) are entitled shall be the sole and exclusive responsibility of the party with which they have an employment relationship, who shall be the sole employer and solely responsible to the mentioned natural person(s), since it has its own and sufficient elements to carry out the purpose of this agreement and to meet the labor obligations that may arise from the execution of this instrument.

Each of **"THE PARTIES"** undertakes to comply punctually with each and every one of the obligations incumbent upon it under the applicable legal provisions, and also undertakes to affiliate its employees with the social security regime that corresponds.

SEVENTEENTH. - CIVIL LIABILITY, FORCE MAJEURE, AND FORTUITOUS EVENT. **"THE PARTIES"** agree that each of them shall be directly responsible for the obligations arising from breach, misuse of information, error, defect, or omission attributable to each of them regarding the legal relationship that they particularly maintain with third parties, or in relation to any liability they may contract with them to carry out the purpose of this agreement.

If any damage or harm occurs, the responsible party undertakes to indemnify and hold harmless the other party from any claim, lawsuit, legal action, costs, legal expenses, and attorney fees that may arise as a result of such damage or harm.

"THE PARTIES" agree to immediately notify the other party of any incident that may give rise to a civil liability claim and to fully cooperate in the investigation and resolution of any claim filed.

However, notwithstanding the above, **"THE PARTIES"** shall not be liable for damages and harm that may be caused to the other party due to fortuitous events or force majeure. Therefore, **"THE PARTIES"** agree to suspend the effects of this agreement only with regard to the affected acts, to be resumed on the date when said event ceases.

For the purposes of this agreement, fortuitous event or force majeure shall be understood as events that inevitably affect the possibilities of either of **"THE PARTIES"** to fulfill their obligations and are beyond their control, including, but not limited to, strikes, administrative or academic work stoppages, acts of unions or other serious industrial disturbances, whether or not declared as such in accordance with the procedures established by applicable laws, epidemics, pandemics, endemics, acts of ejidatarios, acts of nature, fires, lightning, storms, earthquakes, avalanches, floods, hurricanes, inclement weather, illicit acts of third parties, including threats endangering the integrity of the personnel of any of **"THE PARTIES"**; intervention or seizure of properties by any legitimate or de facto authority, disasters, acts of public enemies, wars (declared or not), insurrection, terrorism, revolution, vandalism, civil unrest, explosions, transportation accidents; any limitation imposed by the government including, among others, environmental permits, permits from ejidatarios or commoners, laws, regulations, judgments, or requirements issued by competent authority; scarcity of raw materials or similar or related phenomena beyond the control of the party claiming the suspension of the respective obligation.

If any fortuitous event or force majeure occurs, the effects of the agreement shall be suspended only with regard to the affected obligations, to be resumed on the date when said event ceases. In this case, upon agreement

between the parties, the validity of the agreement shall be automatically extended for a period equivalent to the duration of the fortuitous event or force majeure. For the purposes of the foregoing paragraph, the party affected by the fortuitous event or force majeure shall notify the other party in writing within 3 (three) natural days following the occurrence thereof, accompanying said notification with the documents justifying such circumstance.

In order to resume compliance with the obligations under the agreement, the affected party shall notify the other party in writing as soon as the fortuitous event or force majeure ceases, also indicating the date of resumption of the activities under the agreement. If the event in question is not overcome or is not susceptible to being overcome within 30 (thirty) natural days from the date of the notice, **"THE PARTIES"** shall agree on the appropriate course of action.

EIGHTEENTH. - ASSIGNMENT OF RIGHTS. **"THE PARTIES"** expressly agree that neither of them may assign, transfer, or delegate their rights and obligations arising from this agreement, in whole or in part, without the prior written consent of the other party.

NINETEENTH. – FULFILLMENT OF OBLIGATIONS. Unless otherwise agreed, all obligations stipulated in this instrument that remain pending or unfulfilled as of the termination date shall be fulfilled.

TWENTIETH. – JOINT PARTICIPATION. **"THE PARTIES"** agree that they may not act on behalf of the other in acts or activities involving donations of money or in kind, in commercial acts, or for profit, without the express written authorization of the counterparty.

TWENTY FIRST - OFFICIAL LOGOS. **"THE PARTIES"** undertake to respect the official logos of the other party or third parties. It is also expressly stipulated that **"THE PARTIES"** may not use the logos of the other party or third parties, except as strictly stipulated in this instrument.

TWENTY SECOND - PERSONAL DATA PROTECTION. **"THE PARTIES"** undertake to comply with all obligations that may correspond to them as data processors in accordance with the provisions of applicable state and federal legislation.

Each of **"THE PARTIES"** shall ensure that its personnel, employees; partners, researchers, collaborators, and in general, all persons who have access to databases containing personal data of the other, their shareholder companies, subsidiaries, or related companies, respect the confidentiality of such data, as well as the obligations relating to the processing of personal data.

Each of **"THE PARTIES,"** based on the information they possess, shall decide on the purpose, content, and use of the existing databases or those that may be created and to which they may have access as a result of the activities to be carried out by the parties in fulfilling their obligations.

Neither of **"THE PARTIES"** shall allocate, apply, or use the data to which it has access for a purpose other than that expressly indicated, or in any other way that constitutes a breach of the explicit instructions provided by the party in possession of the personal data, acting as the data controller.

"THE PARTIES" undertake not to disclose, transfer, assign, or otherwise communicate the databases or the information contained therein, whether verbally or in writing, electronically, on paper, or through computer access, not even for their storage, to any third party. For this purpose, **"THE PARTIES"** may only allow access to the data to those employees who need them for the fulfillment of their obligations under this agreement.

Upon termination of the validity of the Agreement, for any reason whatsoever, the personal data shall be destroyed or returned to the data controller, as well as any media or documents containing any personal data subject to processing, and each of "THE PARTIES" shall immediately certify in writing such return or destruction, within a maximum period of 7 (seven) business days following the termination date of this agreement.

TWENTY-THIRD. - INVALIDITY. In the event that any clause of this instrument is declared invalid by a competent authority, the rest of the clauses contained therein shall remain valid, unaffected by the respective resolution in any way.

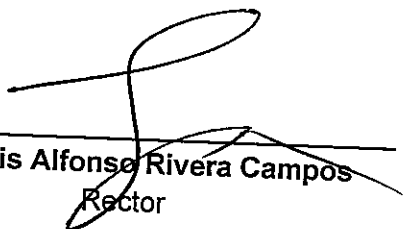
TWENTY-FOURTH. - HEADINGS. The headings in each of the clauses of this Agreement shall be used solely as contextual reference and not for the purpose of precise interpretation. It is only the express text of each clause that is considered to determine the obligations of each party in accordance with this instrument.

TWENTY-FIFTH. - DISPUTE RESOLUTION. Any dispute arising from the interpretation or application of this instrument shall be resolved by the parties through mutual agreement, through the Monitoring and Evaluation Commission referred to in this instrument.

If the dispute described by the Monitoring and Evaluation Commission cannot be resolved, as for the interpretation, execution, and fulfillment of this Agreement, "THE PARTIES" agree to submit to the mechanisms of international arbitration established for this purpose.

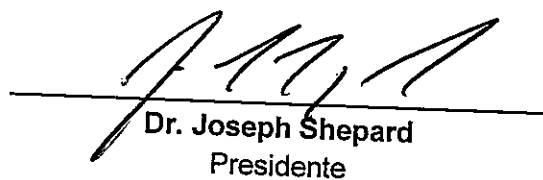
Having read this instrument and being informed of its content and scope, the Parties sign it in six counterparts in English and Spanish, both versions being equally valid on the sixteenth day of July, 2024, in the City of Silver City, New Mexico, USA.

Por
UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA



M.D. Luis Alfonso Rivera Campos
Rector

Por
WESTERN NEW MEXICO UNIVERSITY



Dr. Joseph Shepard
Presidente