





UNIVERS IDAD DECOLIMA





COLLABORATION AGREEMENT TO FORM THE INTERINSTITUTIONAL ACADEMIC NETWORK "RED CALEIDOSCOPIO: RESEARCH NETWORK ON DIGITAL CULTURE AND HUMAN DEVELOPMENT" SUBSCRIBED BY THE FOLLOWING UNIVERSITIES OF MEXICO THE UNIVERSITY OF COLIMA, HEREINAFTER "UCOL", REPRESENTED BY ITS RECTOR DR. CHRISTIAN JORGE TORRES ORTIZ ZERMEÑO; LA UNIVERSIDAD AUTÓNOMA DE AGUASCALIENTES, HEREINAFTER "UAA", REPRESENTED BY ITS RECTOR DR. SANDRA YESENIA PINZÓN CASTRO; LA UNIVERSIDAD JUÁREZ AUTÓNOMA DE TABASCO, HEREINAFTER "UJAT", REPRESENTED BY ITS RECTOR BA. GUILLERMO NÁRVÁEZ OSORIO; AND THE FOREIGN UNIVERSITIES: LA UNIVERSIDAD DE LA FRONTERA, CHILE, HEREINAFTER "UFRO" (CHILE), REPRESENTED BY ITS RECTOR EDUARDO. HEBEL WEISS, AND LOUGHBOROUGH UNIVERSITY, HEREINAFTER "LU" (UNITED KINGDOM), REPRESENTED BY ITS DEAN TONY EDWARD, ACCORDING TO THE FOLLOWING BACKGROUND, DECLARATIONS AND CLAUSES:

# BACKGROUND

This academic network arose from the project "Impact of information and communication technologies on the quality of life of university students", financed by the fund: FOSEC SEP-INVESTIGACIÓN BÁSICA, with call code: FSSEP02-C-2018-1, application number: A1-S-8412, whose technical manager is Ana Isabel Zermeño Flores, professor-researcher at the University of Colima.

#### **DECLARATIONS**

## I. The "UCOL" declares

That it is a public self-governing organism with own legal personality, and with the capacity to acquire and manage property, whose objectives include, among others: education, research, cultural promotion and university extension, according to the University's Organic Law passed by the Constitutional Congress of the State of Colima by means of executive order No. 76, published in the Official Gazette of the State Government on November 22, 1980

- 2. By means of the notarized deed number 87,633 (eighty-seven thousand six hundred thirty-three), (20/1/462) Volume three thousand four hundred seventy, page sixty-five, dated on December 2nd, 2020, of the protocol in charge of attorney Carlos de la Madrid Guedea, Notary Holder of the Notary Public Office number 3 three of this district, it was recorded the PROTOCOLIZATION OF THE MINUTES TO ATTEST THE FACTS OF THE EXTRAORDINARY SESSION OF THE HONORABLE UNIVERSITY COUNCIL OF THE UNIVERSITY OF COLIMA, WHICH WAS HELD ON OCTOBER 23rd, 2020 TWO THOUSAND AND TWENTY, and which contains the APPROVAL OF THE ELECTION OF CHRISTIAN JORGE TORRES ORTIZ ZERMEÑO, PhD in Education. as RECTOR of the University of Colima for the period lasting from February 1st, 2021 two thousand twenty-one to January 31 thirty-first, 2025 two thousand twenty-five, having been sworn in on February 1st, 2021 two thousand twenty-one in SOLEMN SESSION OF THE H. UNIVERSITY COUNCIL; being protocolized by means of notarized deed number 36,884 of the same date granted before the Faith of attorney Rafael Verduzco Zepeda, Head of Notary Public No. 13 of the city of Colima, Colima; and that based on Articles 27 and 29 of the Organic Law of the institution, grants him the authority to sign, in his role as Rector, this legal document,
- 3. That its NIF number is UCO 620901-9R6.
- That its legal residence is located at Av. Universidad No. 333, Colonia Las Viboras de la Ciudad de Colima, Colima. Código Postal 28040.

#### II. The "UAA" declares:

1. That it is a Decentralized Public Organization of the State of Aguascalientes with its own legal personality, in accordance with its Organic Law published in the Official State Newspaper on February 24, 1974; whose purpose is to provide secondary and higher education in the State, carry out scientific and humanistic research and extend the benefits of culture to the various sectors of the population, as well as the development of activities aimed at fulfilling the purposes and goals established in their legal regulations and development plan.

- 2 Ms. Sandra Yesenia Pinzon Castro, PhD, in his capacity as Rector, is the legal representative of the Institution as is clear from the appointment that was conferred on him by the H Governing Board of the Autonomous University of Aguascalientes on December 02, 2022 and has the necessary legal powers to execute this instrument and to commit to compliance with it, in terms of what is stated in articles 12 and 14 of the Organic Law of the Autonomous University of Aguascalientes and 59 of its Statute.
- 3. That within its legal, academic, and administrative structure is the Center for Social Sciences and Humanities, which through its holder / head signs this legal instrument and assumes, within the scope of its competence, the commitments derived from this document, as well as the substantive aspects of an administrative, technical, and operational nature that are the responsibility of the indicated area.
- That its legal address is located at Avenida Universidad #940, Ciudad Universitaria, ZIP Code, 20100 in Aguascalientes, Ags. and its Federal Taxpayer Registry is UAA740 224 TQ2.

#### III. "UJAT" declares:

- 1. That it is a Decentralized Public Organization of the State of Tabasco, with constitutional autonomy, legal personality and its own assets, as provided for in its Organic Law published by Decree 0662, in the Official Newspaper, Body of the Constitutional Government of the State of Tabasco, Period 6, of date December 19, 1987.
- 2. That in accordance with the provisions of Article 23 of its Organic Law, the legal representation of the "UJAT" falls on its Rector, Lic. Guillermo Narváez Osorio, who is empowered to sign this Agreement, in accordance with the appointment dated January 22, 2020 issued by the H. Governing Board of the "UJAT", which was formalized in Public Deed No. Six Thousand Eight Hundred and Sixty-Seven, Volume LXXV, dated January twenty-second, two thousand and twenty, before the faith of Mr. Leonardo de Jesús Sala Poisot, Notary Public Number 32, assigned to the City of Villahermosa, Centro, TabaSco.
- 3. That according to Article 4 of its Organic Law, its purpose is: I. To provide higher education to train professionals, researchers, university professors, and technicians useful to society, who primarily satisfy the needs raised by the economic, social, and cultural development of the State from Tabasco; II. To organize and develop scientific, technological, and humanistic research activities as a permanent task of renewal of knowledge and as an action aimed at solving problems in various orders of the State, the Region, and the Nation; and III. To preserve and spread culture to all sectors of the population for the purpose of integrating, improving, and transforming society, as well as extending the benefits of university education as widely as possible.

- That one of its functions is to promote support and coordination agreements in teaching, research, dissemination, and extension with other institutions.
- 5. For the purposes that may take place on the occasion of the signing of this Agreement, it indicates its legal domicile the one located at Avenida Universidad s/n, Zona de la Cultura, Col Magisterial, ZIP Code 86040, in this City of Villahermosa, Centro, Tabasco. Address that will be the same for all types of appointments, notifications, or summons in case of trial. It also indicates for all types of communications derived from this Agreement the email address direction.daea@ujat mx and the telephone number 993 3581500 Ext. 6251.
- That its Federal Taxpayer Registry is UNA-580101-4N3.

## IV. "UFRO" declares

Universidad de La Frontera is a Chilean, autonomous, public law corporation with its own assets, created by the D.F.L of Education No. 17 in 1981.

- Universidad de La Frontera is an institution of Higher Education, dedicated to teaching and higher cultivation of the arts, letters and sciences, socially responsible, whose mission is to contribute to the development of Chile and its inhabitants from the region and the country, through the generation and transmission of knowledge, the training of professionals and postgraduates, and the cultivation of arts and culture. To achieve the above, it assumes a commitment to quality and innovation, with full respect for people, the environment, and cultural diversity for the construction of a more just and democratic society.
- In order to achieve the aforementioned objectives, the University may enter into any type of contract with the purpose of promoting its aims and objectives, respecting current legislation.
- 4. That for the signing and effects of this cooperation agreement, it is represented by Mr. Eduardo Hebel Weiss, in his capacity as Rector and legal representative of UFRO according to Decree No. 242 on August 9, 2018.
- It declares that its legal domicile is Avenida Francisco Salazar Nº 01145, Temuco Chile.

#### V. "LU" declares:

University Governance

 Loughborough University is an independent corporation established by its Royal Charter which was granted in 1966. It has the status of an exempt charity. The University's governing body is the Council which is chaired by the senior Pro-Chancellor, Christine Hodgson. The Council has around 30 members, the majority of whom are lay members from outside the University drawn from business, the professions, and public service. In line with the origin of universities as communities of scholars, there is also strong representation of staff and students on the Council. The members of the University Council are the trustees of the University in relation to its status as an exempt charity which is regulated by the Office for Students (OfS).

- 2 The operation of the University is governed by its Charter, Statutes, Ordinances, and Regulations
- The legal and preferred name of the institution is Loughborough University. The address for Correspondence is:

  Loughborough University

  Loughborough

  Leicestershire

  LE11 3TU

  UK

## VI. THE PARTIES declare:

Solely: That, based on their nature, objectives and history of academic collaboration, they are committed to promoting basic and applied research on digital culture and human development, for which they have decided to sign this Collaboration Agreement in accordance with the following:

#### **CLAUSES**

#### FIRST. OBJECT

"THE PARTIES" agree that the purpose of this agreement is to establish the bases for constituting the Inter-institutional Academic Network "RED CALEIDOSCOPIO: RESEARCH NETWORK ON DIGITAL CULTURE AND HUMAN DEVELOPMENT", hereinafter "RED CALEIDOSCOPIO", in order to strengthen joint work for the benefit of its students, teachers, academic bodies, and professionals in the area of education.

## SECOND. JOINT ACTIVITIES

The parties, in order to meet the objectives defined in the previous clause, to the extent of the means at their disposal, may carry out the following activities Collaboratively:

- Carry out basic and applied science research projects on digital culture and human development.
- 2. Publish research, dissemination, and education results.

- 3 Provide postgraduate thesis co-direction or advice, as well as participate in tutoring committees
- 4 Teach in undergraduate and postgraduate programs that the academic units are in charge of
- 5. Carry out activities for the promotion of universal access to knowledge and its social benefits
  - 6 Carry out inter-institutional academic mobility

## THIRD. SPECIFIC AGREEMENTS

For the execution of the activities referred to in the previous clause, the Parties will enter into Specific Collaboration Agreements, derived from this instrument, in which the activities to be carried out in a concrete manner will be precisely detailed, which will be signed by those who have the power to bind the parties.

Such Specific Agreements shall accurately describe the objectives, tasks to be carried out, schedules, means of financing, contributions of the Parties, links, technical and material resources, participants, persons in charge, as well as all the data and documents necessary to accurately determine the causes, purposes, and scope of each of said programs, which must be balanced in terms of benefits and obligations for the Parties.

#### FOURTH, FINANCING

The participating institutions agree and state that the scope of this exchange and mutual support will be regulated by the administrative, economic, and academic capacity of each of the institutions, as well as by the management capacity of the Network's coordinating group to obtain alternative financing.

In the event that the support cannot be provided jointly and equitably, the parties will seek, jointly or separately, before other institutions, government agencies, or international organizations, the necessary resources for the development of the activities subject to this Agreement.

#### FIFTH, LABOR RELATIONSHIP

The Parties agree that this Agreement may not be interpreted in any way as constituting any type of association or employment relationship between the PARTIES, and that the labor relationship shall be maintained at all times with the contracting institution and its respective staff, even in cases of works carried out jointly and that are developed in the facilities or with equipment of either of the institutions. In no case may the other PARTY be considered as a substitute employer, being exempt from all responsibility in matters related to such personnel, and the institution that hired the worker in question shall hold the other institution harmless in case of labor disputes caused by personnel of the first institution.

#### SIXTH.

The information exchanged by the parties in connection with the actions arising from this agreement shall be used solely and exclusively for the fulfillment of the purpose of this agreement

#### SEVENTH, INTELLECTUAL PROPERTY

The intellectual property that derives from the activities object of this Agreement shall be the property of the developing party, and will be subject to the applicable legal provisions, as well as to the Specific Agreements that the PARTIES celebrate in this regard, recognizing the participation of those involved in the execution.

LikeWise, the PARTIES agree that they may not use the logos or emblems of the institutions in publications or programs, without prior authorization in writing of the PARTIES.

## EIGHTH, INSTITUTIONAL REPRESENTATION AND OPERATIONAL RESPONSIBILITY

For everything related to this Agreement, the Parties appoint the following officers, and in the future those who will replace them in their functions:

As institutional representatives:

For "UCOL", Ms. Ana Cecilia Garcia Valencia, PhD, Head of International Affairs and Academic Cooperation Office.

For "UAA", Ms. Sandra Yesenia Pinzón Castro, PhD, in his capacity as Rector.

For "UJAT", Ms. Thelma Leticia Ruiz Becerra, MA, Director of the Academic Division of Education and Arts.

For "UFRO", Mr. Christian Labbé, PhD, Director of the Educational Informatics Center.

For "LU", Lu Bai, International Partnerships Manager, Loughborough University (l.bai@lboro.ac.uk and ........................).

#### As operational managers:

For "UCOL", Ms. Ana Isabel Zermeño Flores, PhD, research professor at the University Center for Social Research, of the academic body: Communication and Culture.

For the "UAA", Ms. Maria Rebeca Padilla de la Torre, PhD, research professor of the Department of Communication, of the academic body: Sociocultural Studies.

For the "UJAT" Ms. Elia Margarita Cornelio Mari, PhD, Research Professor of the Academic Division of Education and Arts.

For the "UFRO" Mr. Christian Labbé, PhD, Director of the Educational Informatics Center. For the "LU" Mr. Thomas Tufte, PhD, Director of the Institute of Media and Creative Industries.

## NINTH. NOTICES AND NOTIFICATIONS

All notices and notifications in relation to this Agreement shall be in writing With acknowledgment of receipt at the addresses indicated by "THE PARTIES" in the declarations

or sent to the email addresses of the institutional representatives. In the event that any of the PARTIES changes their address, they must notify the other PARTIES, otherwise, any notification made at the aforementioned addresses will be considered as effectively given.

#### TENTH. VALIDITY

This Agreement will be valid for 5 (five) years, counted from the last date of its signature. After the 5 (five) years, it could be renewed at the request of the PARTIES for another equal period and by written agreement between the PARTIES.

## **ELEVENTH, EARLY TERMINATION**

The PARTIES agree that this instrument may be terminated in advance, prior written notice with acknowledgment of receipt given by any of PARTIES 30 (thirty) calendar days prior to the date set for termination. The PARTIES agree to take the necessary measures to complete the work in progress. The early termination of this Agreement will not affect the conclusion of the Specific Agreements that may have been formalized during its validity.

## TWELFTH. MODIFICATIONS AND ADDITIONS

The PARTIES may modify of add clauses to this Agreement by means of a Written agreement executed for such purpose, duly signed by the legal representatives. Such modifications or additions will take effect on the date of their signature.

## THIRTEENTH. INTERPRETATION AND COMPLIANCE

The Parties declare that this Agreement is a product of their good faith and will take all possible actions to ensure its due fulfilment,

In agreement, the PARTIES ratify with their signature in six original copies of this document, and it is signed separately on the dates set at the bottom of each of the signatures. The date of the last signature shall serve as reference to count, as from that date, the 5 (five) years of

Dr. Christian Jorge Torres Ortiz Zermeño Rector

> Dr. Sandra Yesenia Pinzón Castro Rector

Place: Colima, Colima, Mexico

Date: May 22th, 2023

Place: Aguascalientes, Aguascalientes, Mexico.

Date:

"UJAT"
Lic. Guillermo Narvaez Osorio
Regior

Tabasco, Mexico

Place: Villahermosa

Eduardo Hebel Weiss

"UFRO"

Place: Temuco, Chile

Date: 29 sept, 2073

Loughbon Loughbon University

Tony Edwards
Dean

Place: London, United Kingdom Date:

THIS PAGE WITH SIGNATURES IS PART OF THE COLLABORATION AGREEMENT TO FORM THE INTERINSTITUTIONAL ACADEMIC NETWORK "RED CALEIDOSCOPIO: RESEARCH NETWORK ON DIGITAL CULTURE AND HUMAN DEVELOPMENT SIGNED BY THE FOLLOWING MEXICAN UNIVERSITIES: LA UNIVERSIDAD DE COLIMA, LA UNIVERSIDAD AUTÓNOMA DE AGUASCALIENTES. LA UNIVERSIDAD JUÁREZ AUTÓNOMA DE TABASCO; AND, THE FOREIGN UNIVERSITIES: LA UNIVERSIDAD DE LA FRONTERA, CHILE, AND LOUGHBOROUGH UNIVERSITY LONDON, UNITED KINGDOM, SUBSCRIBED IN SIX COPIES ON MAY 22 ND, OF TWO THOUSAND TWENTY THREE.

# APPENDIX 1 MEMBERS OF THE ACADEMIC GROUP, COORDINATOR OF THE NETWORK

NAME	INSTITUTION	ACADEMIC BODY OR GROUP
Ana Isabel Zermeño Flores	Universidad de Colima	Communication and Culture
Elia Margarita Cornelio Marí	Universidad Juárez Autónoma de Tabasco	de Tubecco
Marla Rebeca Padilla de la Torre	Universidad Autónoma de Aguascalientes	Sociocultural Studies
Karla Lariza Parra Encinas	Universidad Autónoma de Baja California	Education Supported in Information, Communication, and Collaboration Technologies
Christian Fernando Labbé Barrientos	Universidad de La Frontera	Educational informatics
Thomas Tufte	Loughborough University	Communication for social change