

# WIMT MX

SPECIFIC AGREEMENT IN THE MATTER OF PROFESSIONAL PRACTICES, THAT CELEBRATE **ON THE ONE HAND THE CENTRO UNIVERSITARIO DE CIENCIAS EXACTAS E INGENIERÍAS**, OF THE UNIVERSITY DE GUADALAJARA, IN SUCCESSIVE "CUCEI" REPRESENTED BY **DR. MARCO ANTONIO PEREZ CISNEROS**, RECTOR OF THE CENTER AND ON THE OTHER HAND <u>WIMT MX</u>, HEREINAFTER THE "COMPANY", THROUGH ITS CEO, MR DEVIN DE VRIES ACCORDING TO THE FOLLOWING BACKGROUND, STATEMENTS AND CLAUSES:

#### BACKGROUND

- I. That the 2019-2025 Institutional Development Plan vision 2030 within its substantive purposes are the Extension and social responsibility, where, the strengthening of academic extension activities must have as one of its main objectives to encourage the training and operation of academic programs. For its part, the link has to do with the process of interaction from which the university identifies the needs of the environment, seeking to influence the training of citizens and high-level professionals. The link with the productive, business, technical-scientific and social sectors of government, at the same time allows the development of professional skills in students, directing them to the attention of the main local and global problems.
- II. University extension, beyond the provision of services, is a responsible intervention strategy to collaborate with all the actors that converge in the environment. Social responsibility makes it possible to articulate projects to address major regional, national and vulnerable sectors of society through relationships that facilitate the exchange of academic knowledge and social experiences that favor the sustainable development of the region.
  - III. The general mission of this intention is to increase the participation of the University in the sustainable development of Jalisco and its regions through the extension, the entailment and the university social responsibility.

## **STATEMENTS**

### **CUCEI DECLARES**

- That it is a decentralized body of the University of Guadalajara, in charge of fulfilling in its area of knowledge and professional practice, the purposes that, in the order of culture and higher education, correspond to this House of Studies, in accordance with the provisions of article 5 of its Organic Law.
- II. That the Rector General and Secretary General of this House of Studies, issued on September 13, 2000, the Agreement number 05/2000 by which the Rector of the Center is authorized to sign agreements of professional practices within the scope of his competence.
- III. That, for the purposes of this agreement, it indicates as its domicile the property located at Boulevard Marcelino García Barragán number 1421 C.P. 44430 in Guadalajara, Jalisco.

# WIMT MX DECLARES

That they are constituted as a Society of Limited Responsibility of Variable Capital, according to the public writing number 27580/957 of date July 22, 2020, granted before the faith of the Lic. Arturo Gonzalez Jiménez Public Notary

Page 1 of 4

number 95 of Huixquilucan, Estado de México.

- II. That among its corporate purpose is:
  - a. Manage, generate, process, collect, census, distribute, analyze, commercialize all kind of data related to mobility and transport of any city and locality.
  - b. Create, advise and manage tools for the provision of technological services to develop mobility databases.
  - c. Creation and administration of applications, content, software, platforms and / or websites of all kinds to collect, distribute, process, census, analyze mobility and transport data.
- III. That the C. Devin De Vries is the legal representative of the society and counts on faculties sufficient to subscribe the present agreement, according to consists in the public instrument number 27580/957 of date July 22, 2020, granted before the faith of the Lic. Arturo Gonzalez Jiménez Public Notary number 95 of Huixquilucan, Estado de México.
- IV. That it is registered in the Federal Taxpayers Register under the code: WMX200723ECA. That its legal address is located in Tabasco 242, Col. Roma Norte, Alcaldía Cuauhtémoc, Ciudad de México, C.P. 06700. Phone 5544414173.

#### CLAUSES

- FIRST. the object of the present agreement is to establish the basis for the coordination between "CUCEI" and the COMPANY in the matter of professional practices.
- **SECOND.-** The parties agree that with the professional practices to be developed by the students, it is intended to complement their professional training through the application in the productive sector of the knowledge acquired in the academic program they study.
- **THIRD.-** Professional practices will be subject to the provisions of current university regulations, the policies and guidelines of the Institutional Development Plan, as well as the provisions of this agreement.
- **FOURTH.-** The parties agree that for the proper development of the activities referred to in this agreement, a Technical Commission composed of a representative of each one, whose attributions will be the following, shall be formed within a period not exceeding 15 days from the signing of this agreement.
- To supervise and to evaluate the execution of the present agreement.
- II. To determine within the 15 days following the beginning of each scholastic cycle the schedule, working hours, locations, activities to undertake and the number of students required.
- III. To render a Report to the holders of each one of the parts at the end of each calendar of activities.
- IV. To propose the modification, suspension or termination of the present agreement.
- V. To make proposals for the best development of professional practices.
- VI. Those that are agreed for the execution of this agreement.

The representative of CUCEI shall be appointed by the Rector of the Centre.

FIFTH.- The Company or Organization for the execution of this agreement undertakes to:

I. Lead within suitable facilities induction talks to students who are going to carry out their professional practices,





informing them of those aspects that are considered necessary for the correct development of them.

- II. Allow access to its facilities, to students who in accordance with this instrument are going to carry out their professional practices.
- III. Facilitate the monitoring and performance evaluation of professional practices, as well as provide the information required by the "CUCEI"
- **IV.** Take care that the professional practices carried out by the students of the "CUCEI" are according to their professional profile.
- V. Food will not be provided to students of "CUCEI" who carry out their professional practices, unless required by the schedule.
- VI. Provide or cover the costs of transportation to the students of the "CUCEI", when the place where they will carry out their professional practices is outside the municipality in which the university facilities to which they regularly attend classes are located.
- **VII.** To grant, to the extent of its possibilities, aid or economic incentives to the students of the "CUCEI" who carry out their professional practices, in accordance with the provisions of this instrument. \$0.00 pesos will be granted to interns, by concept of aid or economic stimulus.
- **VIII.** Provide a specific area for the students of the "CUCEI" to safely protect the objects of their property, the above when their professional practices are carried out within their facilities.
- **IX.** Monitor that the conditions under which the professional practices of the students of the "CUCEI" are carried out are adequate and with the necessary protections, according to the activity that is carried out, providing the material and equipment that guarantees their safety.
- **X.** Notify the person in charge of the CUCEI designated in accordance with the fourth clause, the irregularities that occur with the students during the development of their professional practices.
- XI. Guarantee a dignified treatment to the students of the "CUCEI" that carry out their professional practices.

SIXTH. - "CUCEI" commits to:

- I. To supervise and to evaluate the development of the professional practices.
- **II.** Select the students who will carry out the professional practices according to the activities to be developed and the professional profile required.
- III. Ensure that the students who are going to carry out their professional practices are registered in the Mexican Institute of Social Security, in accordance with the decree Published in the Official Gazette of the Federation dated September 14, 1998, regarding the incorporation into the compulsory regime.
- IV. Issue students with a cover letter, specifying the career, grade and class schedule.
- **SEPTIMA.-** The "CUCEI" also undertakes to make the students aware that during the realization of their professional practices they must be subject to the following:
- I. To be Enrolled like rightful claimants of the Mexican Institute of Seguro Social (IMSS), having for such effect, to present/display the corresponding certainty.



- II. To observe the Company or Organization's norms of conduct.
- III. To observe discipline and good performance in their professional practices.
- IV. Be responsible for the proper use of the material and equipment used in their professional practices.
- V. Take care of the image of the University of Guadalajara conducting themselves with respect, honesty and professionalism during their professional practices.
- **EIGTH.** The Company or Organization and the "CUCEI" agree that in the event that the University of Guadalajara modifies the regulations in relation to the development of professional practices, the foregoing will be notified to the "COMPANY" immediately and the modifications that may be required by this instrument will be made.
- **NINTH.-** Both parties agree that the realization of the professional practices of the students of the "CUCEI", will not generate any employment relationship with the Company or Organism.
- **TENTH.** -.- The workers of the parties who are designated to carry out activities in execution of this agreement will continue absolutely under the direction and dependence of the one with which they have established their employment relationship.
- **ELEVENTH.-** This agreement shall enter into force from the date of its signature and shall be valid for two years, and may be modified, added or terminated early by mutual agreement between the parties. Likewise, it may be terminated early by either party with thirty days notice, with prior written notice to the other, without prejudice to the fulfillment of the activities that are in development.
- **TWELFTH.** The parties declare that the signing of this agreement and the commitments contracted in it, are the product of their good faith, so they will carry out all the necessary actions for its due fulfillment; if there is any discrepancy as to its interpretation, it shall be resolved by mutual agreement.

Having read this instrument, which is written in both languages, English and Spanish, the parties are aware of the content and scope of each of its clauses and indicating that in its celebration there is no fraud, bad faith, or any other reason that vitiates their consent, they sign it in triplicate in both languages in the city of Guadalajara, Jalisco on of the year 2022 two thousand and twenty-two.

BY THE CUCEI

BY WIMT MX

Dr. Marco Antonio Pérez Cisneros

Rector

**Devin De Vries** 

CEO

WITNESS

Dr. Humberto Gutierrez Pulido Academic Secretary