



Centro de Investigación y de Estudios Avanzados del I.P.N.



GENERAL AGREEMENT BETWEEN THE CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES AND THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK

The Centro de Investigación y de Estudios Avanzados (CINVESTAV) del Instituto Politécnico Nacional of the United Mexican States and the State University of New York at Stony Brook (STONY BROOK) of the United States of America, collectively hereinafter referred to as "the Parties"

ANIMATED by the desire to strengthen ties of friendship and understanding between them;

CONVINCED of the importance of establishing mechanisms that contribute to strengthening cooperation in fields of mutual interest and implementing cooperative programs and cultural and educational exchanges to match the dynamics of the new international environment;

CONSCIOUS of the importance of strengthening their relations and joint efforts by establishing comprehensive performance standards to harness and enhance, within a predetermined framework, contacts and collaborations;

DO HEREBY agree as follows:

**ARTICLE 1
Objective**

The objective of this Agreement is to establish a framework between the Parties for developing scientific, technological and academic cooperative activities by implementing specific projects and programs in areas of mutual interest.

**ARTICLE 2
Modalities of Cooperation**

In order to achieve the objective of this Agreement, the Parties will carry out the following cooperative activities:

- a) collaborate in networks, work teams and research and development projects in the areas and disciplines of mutual interest;
- b) exchange post-graduate students and researchers;

- c) develop jointly taught courses and projects, jointly mentor students for projects/thesis work
- d) develop and/or participate in joint research projects, studies, reports and publications;
- e) plan and offer academic programs and courses; organize seminars, workshops and conferences;
- f) promote exchange experiences in teaching, research and industrial matters;
- g) participate jointly and with collaborators from other research centers, in networks or team works aimed at graduate and post-graduate research training in research areas of interest and related disciplines, and
- h) other areas of mutual interest, as agreed by the Parties.

This Agreement does not require the Parties to establish projects in all areas or modes of operation listed above. The Parties shall not engage any academic or research activity prohibited by law or institutional policy.

ARTICLE 3

Authority

The Parties shall cooperate in accordance with their respective powers, regulations, institutional directives and legislation.

ARTICLE 4

Financing

The Parties will finance the activities referred to in this Agreement with resources allocated in their respective budgets, distributed in accordance with relevant regulatory requirements.

Each Party shall bear the costs associated with their participation, except to the extent that alternate financing mechanisms are available. There is no financial commitment or obligation contained in this Agreement.

ARTICLE 5

The Program Committee

To implement, supervise and monitor the activities herein contemplated, a Program Committee composed of a representative from each Party will be established as following:

For CINVESTAV: Dr. Velumani Subramaniam, Coordinator for International Relations.

For STONY BROOK:

The Program Committee (or designees) will meet with the frequency and at the location which the parties deem appropriate, to consult about issues arising from the implementation of this Agreement. The Committee shall have the following management functions:

- a) to plan, promote, supervise, and evaluate all the activities undertaken by this Agreement;
- b) to establish internal norms for Committee operations;
- c) to create subcommittees as needed for the development of the cooperative activities;
- d) to submit to the Parties all proposals, reports, agreements or decisions requiring sanction or ratification, and
- e) other duties that the Parties may mutually assign.

ARTICLE 6

Intellectual Property

If any cooperative activity based on this Agreement yields products of commercial value and/or intellectual property rights, the Parties' respective interests shall be governed by the laws, rules and regulations of their respective countries, international treaties and institutional policies.

As a general matter, teaching and research materials prepared solely by one Party shall remain the intellectual property of that Party. The Parties will take appropriate steps to protect the collaborative results of cooperative projects developed under this Agreement when works are jointly authored, regardless of where the works were created.

ARTICLE 7

Compliance with International Requirements

Cooperative projects of the Parties developed under this Agreement shall comply with applicable national security laws and regulations of the United States of Mexico and the United States of America, including applicable portions of the U.S. Export Controls Act, export control legislation of Mexico and the Parties' respective immigration laws and visa requirements.

Collaborative activities under this Agreement shall not affect rights and obligations which the Parties have assumed under other international instruments.

ARTICLE 8

Relation of the Parties

The Parties shall not, by virtue of this Agreement, represent themselves as being, or be deemed to be, an employee, partner or agent of the other Party, or able to bind or represent the other Party. The personnel assigned by each Party to engage in cooperative activities under this Agreement shall do so under the continuing direction and control of the assigning Party.

ARTICLE 9
Entry and Exit of Personnel

The Parties shall cooperate with each other to facilitate the entry, stay and departure of participants who are formally involved in cooperative activities under this Agreement. These participants are subject to the immigration provisions, tax, customs, health and national security laws in effect in the host country and may not engage in any activity unrelated to their duties or visa clearances.

ARTICLE 10
Insurance

The Parties shall ensure that all persons engaged in cooperative activities under this Agreement have in place medical, personal injury and life insurance coverage prior to participation, so that any loss, injury or damage suffered or caused by activities under this Agreement, is fully covered by a valid insurance policy.

While serving as a host institution in accordance with this Agreement, it is understood that neither Party shall be considered or held to assume any liability or responsibility for any injury, illness or property damage suffered by visiting staff or students during the term of the collaboration.

ARTICLE 11
Dispute Settlement

Any difference or divergence derived from the interpretation or application of the present Agreement shall be referred to the Program Committee under Article 5 of this Agreement. The Parties should work hard and earnestly to negotiate a solution through good faith discussion.

ARTICLE 12
Miscellaneous

This Agreement may be amended or modified in writing upon mutual agreement of the Parties.

This Agreement shall remain in force for a five (5) year period, and may be renewed for equal periods on mutual written agreement of the Parties.

Either Party may terminate this Agreement, by written notice given to the other Party at least sixty (60) days in advance. Termination of this Agreement shall not affect the conclusion of any cooperative activities begun while the Agreement was in effect.

This Agreement exists in both English and Spanish, two original sets of each for a total of four

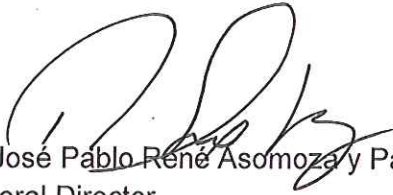
master documents. Each Party signing the Agreement shall possess one original in each language, and may make copies of the originals as needed.

This Agreement shall be effective as of the date of the final signature below.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

**FOR THE CENTRO DE INVESTIGACIÓN Y DE
ESTUDIOS AVANZADOS DEL INSTITUTO
POLITÉCNICO NACIONAL**

**FOR THE STATE UNIVERSITY OF NEW
YORK AT STONY BROOK**



Dr. José Pablo René Asomoza y Palacio
General Director



Dr. Yacov A. Shamash
Vice President of Economic Development
Dean of Engineering and Applied Science

Date: May 24th, 2010.

Date: May 24th, 2010.