**COOPERATION AGREEMENT**

**BETWEEN**

**THE INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES (IPN)**

**AND**

**(Name of the counterparty, country and acronym)**

**Hereinafter collectively referred to as “The Parties”.**

“The Parties” enter into this Agreement and declare that:

Are **ENCOURAGED** by the desire to promote ties of friendship and cooperation in areas of common interest;

Have agreed as follows:

**ARTICLE I**

**Purpose**

“The Parties” enter into this Agreement whose objective is **(establish the purpose of this Agreement, according to the activities to be carried out)**.

**ARTICLE II**

**Definitions**

* **(integrate definitions to be included in the Agreement, if required)**
* **…**
* **…**

**ARTICLE III**

**Obligations of “The Parties”**

**a) Obligations of the IPN:**

1. …
2. …
3. …

**b) Obligations of the (Acronym of** **the counterparty):**

1. …
2. …
3. …

**ARTICLE IV**

**Financing**

The participants will bear the costs derived from immigration procedures, payment of health permits, acquisition of the necessary insurance, transportation and any other expense arising from their participation. “The Parties” may implement financial support, if their budget availability allows it, without implying the obligation to carry out them in all the procedures.

**ARTICLE V**

**Responsible**

“The Parties” designated as Responsible:

On behalf of the IPN:

|  |  |  |
| --- | --- | --- |
|  | Area: |  |
|  | Phone: |  |
|  | Extension: |  |
|  | Email: |  |
|  | Address: |  |

On behalf of **(Acronym of the counterparty)**:

|  |  |  |
| --- | --- | --- |
|  | Area: |  |
|  | Phone: |  |
|  | Extension: |  |
|  | Email: |  |
|  | Address: |  |

The Responsible areas shall have the necessary attributions and faculties to promote the adequate development of the activities contemplated in this Agreement, and the agreements they reach for such purposes shall be binding.

In addition, they may coordinate and follow up on the cooperation developed within the framework of this Agreement and to settle any disputes that may arise due to its application.

**ARTICLE VI**

**Data Protection**

“The Parties” shall collect, process, use, disclose and manage personal information only for the purposes of fulfilling their obligations under this Agreement, and shall ensure that personal information is not used for purposes other than those for which it was collected.

**ARTICLE VII**

**Intellectual Property Rights**

This Agreement shall not be construed as a transfer, assignment or infringement of any intellectual property rights between “The Parties”

If as a result of the cooperation activities developed in accordance with this Agreement, products of commercial value and / or intellectual property rights are generated, these will be governed by the applicable national legislation, as well as by the international conventions on the matter, which are binding for “The Parties”.

**ARTICLE VIII**

**Prevention of Money Laundering Offenses**

Pursuant to the provisions and in compliance with their applicable legislation, "The Parties" certify that the resources used to implement this Agreement, come from lawful activities.

**ARTICLE IX**

**Term**

“The Parties” agree that the term of this Agreement shall be five (5) years, counted from the date of its signature.

**ARTICLE X**

**Early Termination**

“The Parties” agree that this instrument may be terminated by means of written notice given by one party to the other, thirty calendar days prior to the date on which it intends to terminate, which will initiate the formalization of the corresponding Agreement.

The termination of this legal instrument shall not affect the conclusion of the cooperation activities that have been formalized during its term and “The Parties” shall continue with their respective responsibilities specified in this Agreement.

**ARTICLE XI**

**Modifications**

“The Parties” agree that this legal instrument may only be modified by signing the corresponding Modifying Agreement.

**ARTICLE XII**

**Civil Liability**

“The Parties” shall be exempt from any liability that may arise from the execution of the cooperation activities referred to in this Agreement, except in the case of gross negligence or willful misconduct.

**ARTICLE XIII**

**Force Majeure**

Neither party shall be liable for any failure or delay in the performance of this Agreement, when such failure or delay is due to force majeure, war, armed conflict, civil unrest, riots, legal restrictions, rebellions, strikes, natural disasters, pandemics or any other cause beyond the control of “The Parties”; provided that written notice of the commencement and cessation of the circumstances excusing performance is given within 30 calendar days thereafter.

**ARTICLE XIV**

**Settlement of Dispute**

The present instrument is a product of good faith, therefore, any difference derived from the interpretation or application of the present Agreement shall be resolved by “The Parties”, through the responsible areas designated in the article entitled “Responsible” of this legal instrument.

**ARTICLE XV**

**Final Provisions**

Signed in three original copies in Spanish and English, both languages being equally valid, however, in case of divergence in its interpretation, the English text shall prevail.

Signed in three original copies in the Spanish language, both texts being equally authentic (Applies to the signature in only one language for the parties).

|  |  |
| --- | --- |
| **FOR THE** **INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES****Arturo REYES SANDOVAL**General Director | **FOR (Name of the counterparty and country)****(Name and position of the designated official)** |
| **Yessica GASCA CASTILLO**Secretary of Innovation and Social Integration**(enter the full name and position of the head of the participating IPN unit)** |  |
| **LEGAL APPROVAL****Marx Yazalde ORTIZ CORREA**General AttorneyTHIS INSTRUMENT WAS REVIEWED AND LEGALLY APPROVED; THEREFORE, THE SUBSTANTIVE COMMITMENTS ASSUMED WITH ITS EXECUTION, AS WELL AS THE TECHNICAL, OPERATIONAL, BUDGETARY AND FISCAL ASPECTS, ARE THE EXCLUSIVE RESPONSIBILITY OF THE OPERATING AREA.**Place and date**: Mexico City, \_\_\_\_\_\_\_\_  | **Place and date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

DOCUMENTOS REQUERIDOS PARA LA GESTIÓN DEL INSTRUMENTO:

* Copia del nombramiento o documento legal idóneo vigente que acredite la personalidad del firmante de nuestra Contraparte.
* Visto Bueno emitido por la Coordinación de Proyectos Estratégicos del IPN, sobre el instrumento a formalizar. Dicho Visto Bueno deberá ser concordante con la versión del instrumento que se envíe a la DRI.