**GENERAL 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” declare that:

Are **INTERESTED** in establishing and promoting cooperative relations, within the scope of their respective competencies.

Are **CONVINCED** of the importance of promoting and fostering academic cooperation activities to strengthen academic, research and educational programs, as well as to carry out projects and initiatives that promote the participation of professors, researchers and students.

**CONSIDERING** the provisions of the **(Name, place and date of signature of the relevant treaty, which constitutes the frame of reference of the international agreement).**

Therefore, “The Parties” have agreed as follows:

**ARTICLE I**

**Purpose**

The purpose of this Agreement is to establish the legal framework of reference between “The Parties”, based on which they will carry out cooperation activities in areas of common interest and mutual benefit.

**ARTICLE II**

**Modalities of Cooperation**

“The Parties” agree to indicate that the cooperation activities referred to in this legal instrument shall be carried out in the following modalities, which, according to the needs of “The Parties” may be carried out in person and / or virtual:

a) Exchange of students, researchers and / or professors;

b) Development of research projects;

c) Exchange of information, documentation and educational and scientific publications;

d) Organization of conferences, seminars and symposiums;

e) Participation in international consortiums to carry out specific academic and research projects;

f) Joint participation in academic programs with a double diploma;

g) Co-supervision of graduate theses;

h) Joint participation in master’s and doctoral programs;

i) Participation in sports and cultural activities, and

j) Any other modality of cooperation that “The Parties” may agree upon.

The cooperation carried out by “The Parties” on the occasion of this Agreement shall not be conditioned to their participation in all the modalities referred to in this Article.

“The Parties” shall not be obliged to cooperate in those activities with respect to which there is an internal prohibition derived from a law, institutional regulation or custom.

**ARTICLE III**

**Competence**

“The Parties” undertake to carry out the cooperation activities arising from this Agreement in full compliance with their respective competencies, regulations, institutional guidelines and applicable national legislation.

**ARTICLE IV**

**Specific Cooperation Agreements**

“The Parties” may formalize Specific Cooperation Agreements, which shall detail the activities to be carried out, specifying, for each one, the following aspects: the objectives, activities to be developed; work schedule, profile, number of the people involved and the period in which the assigned personnel will collaborate; financing; commitments of each party regarding copyrights, industrial property and personal data protection; allocation of human and material resources; evaluation mechanism and any other information deemed necessary.

The Specific Cooperation Agreements, once signed, shall form an integral part of this legal instrument.

**ARTICLE V**

**Financing**

“The Parties” shall finance cooperation activities referred to in this Agreement, with the resources allocated in their respective budgets, according to their availability, their budgetary evaluation and the provisions of their applicable regulation.

“The Parties” may use alternative financing mechanisms for the implementation of the cooperation activities and / or agree on specific financing arrangements.

**ARTICLE VI**

**Intellectual Property**

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 VII**

**Responsible**

“The Parties” designate the following responsible areas for the execution of this Agreement:

On behalf of the IPN:

|  |  |  |
| --- | --- | --- |
|  | Area: | Office of International Relations |
|  | Phone: | +52 (55) 57.29.60.00. |
|  | Extension: | 46028. |
|  | Email: | direccion.dri@ipn.mx and gestion\_dri@ipn.mx |
|  | Address: | Unidad Profesional “Adolfo López Mateos”, Edificio de la Secretaría de Innovación e Integración Social, primer piso, Avenida Juan de Dios Bátiz sin número, esquina Avenida Luis Enrique Erro, Zacatenco, Demarcación Territorial Gustavo A. Madero, Código Postal 07738, Ciudad de México. |

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

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

The responsible indicated in this Article shall meet with the frequency and in the place agreed upon by “The Parties”, in person or virtually, in order to evaluate the aspects derived from the application of this Agreement, having the following functions:

1. Adopt the necessary decisions to comply with the objectives of this legal instrument;
2. Identify the areas of common interest to prepare and formulate the Specific Cooperation Agreements;
3. Formulate, organize and guide the relevant recommendations for the implementation of the cooperation activities of this Agreement, and
4. Any other function that “The Parties” may agree upon.

**ARTICLE VIII**

**Labor Relationship**

“The Parties” agree that the personnel participating by each on of them for the performance of the purpose of this Agreement, shall be understood to be related to the one that employed them. Therefore, they shall assume their responsibility for this concept, and in no case shall they be considered as joint and several employers or substitutes.

If in the performance of any activity derived from this Agreement, personnel rendering their services to other institutions or persons different from them intervene, such personnel shall always continue under the direction and dependence of such institution, and therefore their intervention shall not originate an employment relationship of any nature with “The Parties” signatories.

**ARTICLE IX**

**Entry, Stay and Departure of Personnel**

In accordance with the applicable regulations, “The Parties” shall consult with their respective competent authorities to grant the necessary facilities for the entry, stay and departure of the participants who officially participate in those cooperation activities that are carried out in person.

“The Parties may provide the participants with the necessary information and documentation to carry out the immigration procedures for entry, stay and departure from their respective countries. Therefore, it shall be the absolute responsibility of the participants to carry out the necessary procedures in due time and form, as well as the corresponding payments.

Participants will be subject to the immigration, tax, customs, sanitary and national security regulations in force in the receiving country, and may not engage in any activity unrelated to their duties and must leave the receiving country in accordance with the laws and regulations of that country.

**ARTICLE X**

**Insurance**

“The Parties” shall promote that the participants of the cooperative activities have medical, personal injury and life insurance, so that in the event of an accident or claim derived from the development of such activities, which merits repair of the damage or indemnification, this will be covered by the corresponding insurance institution.

**ARTICLE XI**

**Civil Liability**

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

**ARTICLE XII**

**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 the Specific Cooperation Agreements deriving from this instrument, come from lawful activities.

**ARTICLE XIII**

**Term**

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

**ARTICLE XIV**

**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 Specific Cooperation Agreements, as well as the activities that may have been carried out in the context of the application of the same.

**ARTICLE XV**

**Modifications**

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

**ARTICLE XVI**

**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 XVII**

**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).

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| --- | --- |
| **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 |  |
| **LEGAL APPROVAL**  **Marx Yazalde ORTIZ CORREA**  General Attorney  THIS 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.