**SPECIFIC COOPERATION AGREEMENT**

**ON STUDENT MOBILITY**

**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 and;

**BEAR IN MIND** the provisions of the General Cooperation Agreement between the IPN and **(Acronym of** **the counterparty)**, signed in Mexico City on\_\_\_\_\_\_\_\_\_\_ and in \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_.

Have agreed as follows:

**ARTICLE I**

**Purpose**

“The Parties” enter into this Agreement whose objective is to carry out the mobility of undergraduate and graduate students in the areas of common interest, to develop academic stays, research stays, and short courses in subjects determined by “The Parties”, in face-to-face and / or virtual modalities, as appropriate.

**ARTICLE II**

**Definitions**

* Party of Origin: refers to the Educational Institution where the student is originally enrolled.
* Receiving Party: refers to the Educational Institution that has agreed to receive the student from the Party of Origin.
* Mobility Student: is the student enrolled in the Party of Origin at undergraduate and / or graduate level who temporarily joins the Receiving Party with the possibility of developing academic stays, research stays and short courses, previously approved by “The Parties”.

**ARTICLE III**

**Period of Stay**

“The Parties” agree that the maximum period of stay for mobility students of both levels will be one academic semester or its equivalent, after evaluation of each one, which period of stay may be extended by mutual agreement, in any modality.

**ARTICLE IV**

**Number of Mobility Students**

Each of “The Parties” will send and accept, within the framework of this Agreement, up to **(number) \_\_\_\_\_\_\_** mobility students of both levels and modalities, for one academic period, unless they agree on a different number of students.

**ARTICLE V**

**Selection of Mobility Students**

Each of “The Parties” shall establish the procedure to be followed to select the mobility students, in accordance with the regulations applicable to the Receiving Party.

**ARTICLE VI**

**Evaluation**

The academic performance of each student will be evaluated in accordance with the regulations of the Receiving Party, sending to the responsible of the Party of Origin, the grades obtained by each student, once the mobility period has concluded, in any of its modalities.

The Receiving Party shall send to the Party of Origin, the grades obtained by the student, according to its own grading scale.

For such effect, “The Parties” shall use the following table:

**Grade Equivalence Table**

|  |  |  |
| --- | --- | --- |
| **Definition** | **IPN Scale** | **(Counterparty acronym) Scale** |
| Excellent | 10 |  |
| Distinguished | 9 |  |
| Very Good | 8 |  |
| Good | 7 |  |
| Approved | 6 |  |
| Insufficient | 1 to 5 |  |

*Note: This table applies to undergraduate students, if the options do not correspond exactly when converting grades, the higher grade will be adopted. In relation to graduate students, “The Parties” will determine which equivalences will be applied by mutual agreement in each specific case.*

**ARTICLE VII**

**Tuition Fees**

Mobility students in both modalities, will make payments for admission fees, enrollment or academic services in the Party of Origin, so they will be exempt from making them with the Receiving Party.

**ARTICLE VIII**

**Obligations of “The Parties”**

**a) Obligations of the Party of origin:**

1. Make the selection of mobility students at both levels and modalities, in accordance with the requirements that the Receiving Party applies
2. Authorize the academic courses that the students will take during the mobility in both modalities;
3. Send the academic files of the postulated students, in due time, within the period established for this purpose by the Receiving Party, including all required documentation;
4. In the case of face-to-face modality, verify that the postulated student has obtained the necessary immigration permits and documents to enter the country of the Receiving Party and, if necessary, provide advice for this purpose;
5. In the case of face-to-face modality, verify that the postulated student has medical, personal injury and life insurance to provide the services and care required, in accordance with the standards established by the Receiving Party;
6. Recognize the studies completed by the mobility student in the Receiving Party, carrying out the necessary equivalences in accordance with the Table of Equivalences contained in the Article entitled “EVALUATION” of this Agreement;
7. Enroll the mobility students in the corresponding modality;
8. Any other obligation agreed upon by “The Parties” to facilitate the mobility procedures.

**b) Obligations of the Receiving Party:**

1. Provide the Party of Origin, with due opportunity, the calendars of activities, clearly establishing the dates of receipt of documents, beginning and end of the academic period, and any other information that it deems necessary in both modalities;
2. Receive the documentation of the postulated students and notify the Party of Origin, in due time, the list of accepted students, so that they may carry out the necessary immigration and academic procedures that correspond to each modality;
3. In the case of face-to-face modality, advise mobility students on the migration procedures that must be completed for their entry into the country in the Receiving Party;
4. In the case of face-to-face modality, support and advise mobility students to find adequate accommodation;
5. Send the letters of acceptance of the students of both levels to the Party of Origin;
6. Exempt the mobility student from paying tuition fees;
7. Evaluate mobility students, according to the Table of Equivalences referred to in the Article entitled “EVALUATION” of this Agreement. The evaluation shall be sent to the Party of Origin, once the mobility period has concluded.;
8. Grant mobility students the same rights, obligations and facilities as their other enrolled students, and
9. Any other obligation agreed upon by “The Parties” to facilitate the mobility procedures.

**ARTICLE IX**

**Financing**

In the case of face-to-face modality, the mobility students 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 in mobility and their stay in the country of the Receiving Party. “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 X**

**Responsible**

“The Parties” designated as Responsible:

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 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 XI**

**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 XII**

**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 XIII**

**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 XIV**

**Term**

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

**ARTICLE XV**

**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, until the student mobility completes its exchange period.

**ARTICLE XVI**

**Modifications**

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

**ARTICLE XVII**

**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 XVIII**

**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 XIX**

**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 XX**

**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  **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.