**SPECIFIC COOPERATION AGREEMENT OF TEACHER EXCHANGE**

**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:

**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” agree to carry out teaching exchange activities, to develop research activities, stays, courses, workshops, diploma courses and any other activity inherent to their functions in accordance with their institutional regulations and the annex called "Work Program" to be carried out by each participating teacher according to the needs of “The Parties”.

**ARTICLE II**

**Definition**

* Party of Origin: refers to the Educational Institution to which the teacher originally belongs.
* Receiving Party: refers to the Educational Institution that has agreed to receive the teacher from the Party of Origin.
* Exchange Teacher: Teaching staff such as teachers and researchers, belonging to the Party of Origin.

**ARTICLE III**

**Period of Stay**

The exchange period for the teachers will be agreed upon according to the needs they intend to develop, with prior consent of “The Parties”, as well as the requirements established in their applicable regulations. The maximum period of stay for exchange teacher will be one academic year.

**ARTICLE IV**

**Selection of Exchange Teachers**

Each of “The Parties” shall establish the procedure for the selection of exchange teachers, in accordance with the regulations applicable to the Receiving Party.

**ARTICLE V**

**Entry, Stay and Departure of the Teachers**

“The Parties” shall grant all the facilities to the exchange teachers to carry out the necessary migratory procedures related to the entry, stay and departure of the territory of the receiving country. These participants shall be subject to the immigration, tax, customs, sanitary and national security provisions in force in the receiving country and may not engage in any activity unrelated to their duties without the prior authorization of the competent authorities in this area. The participants shall leave the receiving country in accordance with the laws and regulations of the same.

**ARTICLE VI**

**Insurance**

“The Parties” shall verify that the teachers participating in the development of the actions of this Agreement must have broad coverage, which establishes at least civil and medical liability, so that in the event of a claim that merits repairing the damage or indemnification during their performance, it will be covered by the corresponding insurance institution.

**ARTICLE VII**

**Obligations of “The Parties”**

Since “The Parties” may act at the same time as Party of Origin and Receiving Party, they will have to operate each one accordingly, considering the following:

1. Provide the necessary facilities and supplies to carried out the activities required activities for the teacher exchange, in accordance with the previously authorized programs.
2. Carry out the necessary administrative procedures so that the participating teacher has the necessary authorizations and that these are necessary to carry out the exchange.
3. Approve the established programs, in the form that each of “The Parties” deems convenient.
4. Issue the documentation required by the other institution, in order to authorize the participation of the teacher in a certain activity to carry out.
5. Issue the acceptance letter, when it refers to the Receiving Party, clearly detailing the period of the exchange to be carried out, the actions to be developed, the form of financing, the schedule of activities, the expected results and any other information considered relevant.
6. In the case of the Party of Origin, issue the letter of authorization.
7. At the request of the Party of Origin, the Receiving Party shall issue the certificates of participation at the end of the activities of the exchange teacher.
8. Respect the working conditions of the exchange teacher.
9. If necessary, assist each other in procedures to complete intellectual property and/or export control registrations. All exchange activities under this Agreement shall comply with the rules and regulations of both parties relating to intellectual property and export control.
10. The rules, rules and regulations established by the Receiving Party, as well as its immigration laws and civil laws, shall be observed.
11. The Receiving Party reserves the right to expel any exchange teacher at any time for academic or personal misconduct in violation of the rules and regulations of the Receiving Party. Such intention of expulsion shall be first discussed and agreed upon by “The Parties” through the responsible persons designated in the Article entitled “Responsible” of this Agreement.
12. Upon completion of the exchange in the Receiving Party, the exchange teacher shall return to the country of origin without any delay or failure. No extension of the stay shall be permitted without the explicit authorization of “The Parties”.
13. The other necessary ones, for the adequate fulfillment of the object of this Agreement.

**ARTICLE VIII**

**Financing**

Unless otherwise agreed, the participating teachers will bear any expenses arising from their stay, in any case, payments for salaries and per diems will be made and will be the sole and exclusive responsibility of the Party that originally hired them and will continue to be provided in the form and under the conditions in which it was being carried out by the Party of Origin.

The expenses inherent to the development of the actions will be covered by the Receiving Party, unless otherwise agreed in writing, so it must provide the supplies, materials and other resources.

**ARTICLE IX**

**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 X**

**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 XI**

**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 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 this Agreement, 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 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 XV**

**Modifications**

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

**ARTICLE XVI**

**Labor Exclusion**

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

“The Parties” recognize that the exchange actions at the Receiving Party, do not imply any labor commitment by the participating teacher, who will continue to be considered a worker of the Party of Origin during the exchange period, under the terms that was hired, unless there is any other provision on the contrary, for which reason they agree to hold the Receiving Party harmless from any labor litigation arising from the execution of the activities that are the subject matter of this 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.