

**AGREEMENT OF COOPERATION
IN HIGHER EDUCATION AND RESEARCH
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL COUNCIL OF SCIENCE AND TECHNOLOGY
OF THE UNITED MEXICAN STATES**

The Regents of the University of California (**UC**) and The National Council of Science and Technology (**CONACYT**) hence-forth known as the parties;

Whereas:

The scientific and technological relationships between the United States of America and the United States of Mexico have been strengthened and increased by an Agreement of Scientific and Technical Cooperation signed on 15 June 1972 and its annex dated 22 September 1994;

The original version of this Agreement of Cooperation in Higher Education and Research between **UC** and **CONACYT** was signed on July 25, 1997. A document of amendments and additions was signed on March 22, 2001. Both documents were ratified and extended by mutual agreement in a document dated May 9, 2003, and in June 17, 2010. Original versions of all four documents are on file in the administrative offices of **UC MEXUS** and **CONACYT**, respectively;

Based on 18 total years of positive experiences, per Article XIV of the original agreement (Article XV of this version) it has become necessary to amend the agreement to appropriately reflect new activities, interactions and commitments;

UC is a distinguished public institution of higher education and research which offers excellent graduate education programs and conducts advanced research at each of its ten campuses;

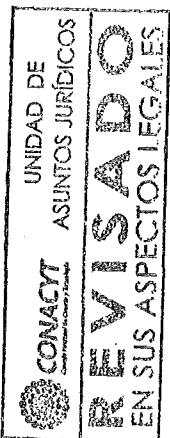
CONACYT is Mexico's foremost agency for support of graduate education and research, both in Mexico and abroad;

UC and **CONACYT** maintain complementary responsibilities for the training and education of graduate and postgraduate students in all disciplines in order to develop highly-qualified academic and scientific resources;

UC and **CONACYT** are likewise responsible for the support and advancement of research within their respective ambits;

UC and **CONACYT** are dedicated to long-term collaborative bi-national work to confront the issues facing the United States and Mexico as neighbors and partners in North America;

UC has established the **UC** Institute for Mexico and the United States (**UC MEXUS**) to serve and advance collaborative research, exchange and training programs between **UC** faculty, researchers, and students and their Mexican counterparts; and



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Cooperation among scientists and scholars in California and Mexico will enhance the quality of the relationship between the people of California and of Mexico;

The parties have agreed the following:

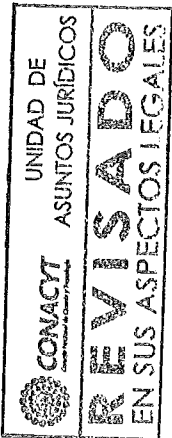
**Article I
General Purposes**

- A. Priority Programs.** The parties shall undertake joint programs in areas of mutual interest including any or all of the following activities:
1. Graduate Student Education
 2. Exchange of Researchers
 3. Non-degree Student Training
 4. Collaborative Research Programs
 5. Promotion of the Agreement
- B. Personnel.** Personnel eligible for inclusion in activities covered by this Agreement include:
1. Academic, staff, and student personnel of the University of California system.
 2. Graduate students and postdoctoral researchers from Mexico holding fellowships from the **UC MEXUS-CONACYT** fellowship program.
 3. Faculty and researchers of **UC** and Mexican institutions of higher education and research.
- C. Additional Activities.** Additional activities may be initiated under this Agreement by mutual agreement.

**Article II
Graduate Student Education**

The parties share a commitment to maintain the number of well-qualified Mexican students to be admitted to and enrolled in **UC** advanced degree programs. Within the time frame of this agreement, the parties will strive to maintain the number of students sponsored by the **UC MEXUS-CONACYT** fellowship program in the University of California system, as well as to achieve an equitable distribution of such students among the University's ten campuses. To this end, the parties will initiate the following activities:

- A. Recruitment of CONACYT-sponsored Mexican Graduate Students.** The parties will jointly undertake to publicize in Mexico the diverse opportunities for graduate study at the University of California's ten campuses.
1. **UC** will provide materials describing **UC** graduate programs and application procedures for distribution by **CONACYT**.
 2. **CONACYT** will include all **UC** graduate programs in its list of programs of academic excellence abroad, thereby encouraging potential applicants to apply to **UC** programs.



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3. **CONACYT** annually will provide names, addresses, and degree objectives of its applicants and selected fellows to **UC MEXUS**.

B. Program administration. The parties will make every effort to work together in establishing administrative guidelines that are mutually beneficial to **CONACYT** and the University of California.

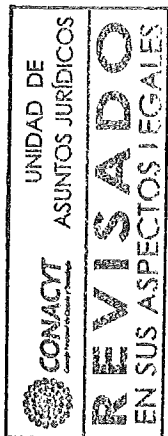
1. **CONACYT** will confer with **UC MEXUS** regarding annual deadlines for submission of fellowship applications.
2. Prior to selection of fellows, **UC MEXUS** and **CONACYT** will communicate regarding the maximum number of fellows to be supported under the Agreement each year.
3. **UC MEXUS** will participate in the final selection of fellows to be supported under the Agreement, and announcements regarding selected fellows will take place following confirmation of selections by **CONACYT** and **UC MEXUS**.
4. **CONACYT** and **UC MEXUS** will keep current fellows informed of administrative requirements.

C. Cost Sharing. **CONACYT** and **UC MEXUS** will guarantee to provide a cost sharing support package to maintain concurrent student enrollments during the term of this agreement.

1. From among the qualified **CONACYT** fellows admitted to **UC** programs, **UC** and **CONACYT** shall each year select those to be supported under this Agreement. Upon selection the students shall be guaranteed the following support package, contingent upon satisfactory progress in the degree program.
2. For the first three years of the student's study, **CONACYT** will provide support, including nonresident tuition, student fees, health insurance, and a stipend in accordance with its established norms. **UC MEXUS** will supplement health insurance costs.
3. For the fourth year of the student's study, **UC MEXUS** will provide nonresident tuition, student fees, and health insurance based on **CONACYT**'s established norms for fellows studying in the United States. **CONACYT** will continue to provide a stipend for the same year and **UC MEXUS** will provide a supplement to cover health insurance costs.
4. For the fifth year of the student's study, **UC MEXUS** will provide full support, including nonresident tuition, student fees, health insurance, and a stipend that includes supplemental funding for aid in dissertation completion.
5. The **UC/CONACYT** agreement provides a 5-year support package for each graduate student.
6. **UC MEXUS** and **CONACYT** will encourage fellows to seek additional support in the form of Teaching and Research Assistantships, and fellowships.

D. Eligibility

1. Fellows who have completed their Bachelor's or their Master's degree in Mexico or elsewhere will be eligible for up to five years of support under this Agreement.
2. Mexican students currently enrolled in **UC** graduate programs may be eligible to apply for the fellowship.



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E. Alternative Funding Arrangements. By mutual agreement of the parties, and in accordance with the general intent of the cost-sharing formula set forth in paragraph C above, alternative funding arrangements may be constructed on a case-by-case basis.

F. Institutional Prerogatives.

1. The parties will follow their own procedures and maintain their established standards with respect to selection of fellows, admission of students, and satisfactory academic progress.
2. The parties shall identify and act upon their own priorities with respect to the distribution of fellowships among campuses and disciplines.

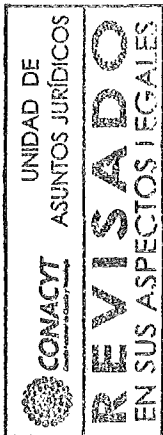
G. Mexican Students Not Covered by This Agreement. The parties will select, if they wish to do so, additional Mexican students for fellowships and admission to **UC** graduate programs outside of the **UC/CONACYT** program conducted under this Agreement. Nothing in this Agreement is intended to limit the number of qualified Mexican graduate students admitted to study at **UC**.

Article III
Exchange of Researchers

The parties share a desire to create and increase opportunities for collaboration and understanding between the **UC** and Mexican academic and scientific communities. To this effect, **UC MEXUS** and **CONACYT** will jointly establish and support a program designed to promote and support exchange of faculty and researchers. Support will be decided by a bi-national review committee, which will select successful applicants based on the academic and scientific merit of each applicant.

A. Postdoctoral Fellows. The parties will establish a program which places and supports Mexican postdoctoral scholars in appropriate **UC** departments and campuses for extended periods of postdoctoral research and study, as well as **UC** postdoctoral scholars at Mexican institutions. The number of Postdoctoral Fellows offered every year will be decided jointly by **CONACYT** and **UC MEXUS** according to their respective budgetary availability and programmatic goals.

1. The parties will jointly issue an annual call for applications for Mexican postdoctoral fellows who wish to pursue postdoctoral research and study at **UC** campuses and **UC**-affiliated postdoctoral fellows who wish to pursue postdoctoral research and study at Mexican institutions, and who have received commitments of positions from specific departments, organized research units, and other programs of research, study, and instruction from the hosting institution.
2. **CONACYT** and **UC MEXUS** will share equally in providing financial support and health insurance for the selected fellows and dependant members of their immediate family accompanying them to **UC** campuses. Support provided by **CONACYT** and **UC MEXUS** will be at least to a level that meets the minimum **UC** policy requirements, in accordance with the guidelines of **UC** Academic Personnel Policy APM-390, "Appointment and Promotion – Postdoctoral Scholars".
3. **UC MEXUS** and **CONACYT** will calculate the total annual cost of the Postdoctoral program, including salary, benefits, and health insurance for each Fellow, but excluding indirect administrative costs which will be covered by **UC MEXUS**. **UC**



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MEXUS will invoice **CONACYT** for 50% of the direct, non-administrative expenses, and will in turn make the complete transfers to the different **UC** campuses (in the case of Mexican postdocs in the **UC** system) or pay directly to the Postdoctoral Fellow (in the case of **UC** doctoral graduates in Mexico).

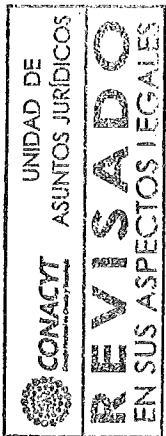
4. Postdoctoral support under this program will continue for up to a 12-month period, and may be granted for an additional year in agreement with the terms and conditions of the Call for Applications posted jointly by **CONACYT** and **UC MEXUS** each year.

B. Faculty Visits. The parties will establish a program of Faculty Visits for Mexican scholars at **UC**, and **UC** scholars at Mexican academic institutions. Approved faculty visits will last at least one full quarter and will not exceed three consecutive quarters. The number of Faculty Visits offered every year will be decided jointly by **CONACYT** and **UC MEXUS** according to their respective budgetary availability and programmatic goals.

1. **CONACYT** will offer fellowships to selected Mexican applicants for Faculty Visits which will involve research and/or teaching at **UC** departments and research centers. The Mexican home institution will provide academic leave according to its norms, and **CONACYT** will provide funds for health insurance and a stipend based on **CONACYT** norms. **UC MEXUS** will assist in the placement of **CONACYT**-sponsored faculty in appropriate departments/centers at **UC** campuses, and will provide, if necessary, a supplement to cover health insurance costs in California.
2. **UC MEXUS** will offer fellowships to selected **UC** applicants for faculty visits which will involve research and/or teaching at Mexican institutions. **UC** departments will provide leave according to **UC** norms, and **UC MEXUS** will provide support for sabbatical supplemental salary, travel, and research expenses.
3. The host **UC** and Mexican departments/centers will provide the selected visiting academics with office space, access to research facilities, equipment and communications, and integration into the local academic community. When teaching duties are added by mutual agreement between the visitor and the host department, it will be expected that the host department will provide supplemental compensation to the visiting faculty member.

C. Sabbatical Leaves. The parties will establish a program to support Sabbatical Leaves of Mexican scholars at **UC** campuses and **UC** scholars at Mexican institutions. Approved sabbatical visits may last up to a year. The number of Sabbatical Leaves supported every year will be decided jointly by **CONACYT** and **UC MEXUS** according to their respective budgetary availability and programmatic goals.

1. **CONACYT** will offer fellowships to selected Mexican applicants for sabbatical visits which will involve research and/or teaching at **UC** departments and research centers. The Mexican home institution will provide sabbatical leave according to its norms, and **CONACYT** will provide funds for health insurance and a stipend based on **CONACYT** norms. **UC MEXUS** will assist in the placement of **CONACYT**-sponsored faculty in appropriate departments/centers at **UC** campuses, and will provide, if necessary, a supplement to cover health insurance costs in California.
2. **UC MEXUS** will offer fellowships to selected **UC** applicants for sabbatical visits which will involve research and/or teaching at Mexican institutions. **UC** departments



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will provide sabbatical leave according to **UC** norms, and **UC MEXUS** will provide support for sabbatical supplemental salary, travel, and research expenses.

3. The host **UC** and Mexican departments/centers will provide the selected visiting academics with office space, access to research facilities, equipment and communications, and integration into the local academic community. When teaching duties are added by mutual agreement between the visitor and the host department, it will be expected that the host department will provide supplemental compensation to the visiting faculty member.

Article IV Short-Term Research and Non-degree Training Exchanges

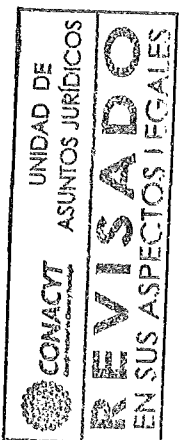
The parties wish to promote short-term exchanges of students and researchers under the sponsorship of faculty collaborators at **UC** and Mexican institutions. The purpose of the exchanges will be to accomplish specific laboratory, library, or field research or to undertake specialized training. Visitors will not be enrolled in degree programs of the host institution. Visits will be arranged by the sponsoring collaborating faculty members after the development of a specific plan of work to be accomplished by the visitor. To this end, the parties will provide joint support for participants from Mexico conducting their activities at a **UC** campus, and participants from **UC** conducting their activities in Mexico. The number of Short-Term Research and Non-degree Training Exchanges offered every year will be decided jointly by **CONACYT** and **UC MEXUS** according to their budgetary availability and goals, as follows:

A. CONACYT Ph.D. Students to UC.

1. **CONACYT** will provide to the selected **CONACYT**-Ph.D. students access to courses agreed-upon jointly by **CONACYT** and **UC MEXUS**, and research facilities within the **UC** system at no cost of tuition. **CONACYT** will also provide a monthly stipend on top of the students' scholarship in Mexico as an incremental cost-of-living allowance plus health insurance. The specific value of this stipend will be set jointly each year by **CONACYT** and **UC MEXUS**, taking into account the cost of living in California.
2. **CONACYT** will fund directly the costs of subsistence and health insurance for **CONACYT**-sponsored visitors in accordance with its own norms.
3. Support will be from a minimum of two weeks to a maximum of three months

B. UC Ph.D. Students to Mexico

1. **UC MEXUS** will provide to the selected **UC** students access to courses agreed-upon jointly by **CONACYT** and **UC MEXUS**, as well as to Mexican research facilities participating in this program, at no cost of tuition. **UC MEXUS** will also provide a monthly stipend on top of the students' scholarship in California as an incremental cost-of-living allowance plus health insurance. The specific value of this stipend will be set jointly each year by **CONACYT** and **UC MEXUS**, taking into account the cost of living in México.
2. Support will be from a minimum of two weeks to a maximum of three months



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Article V Collaborative Research

The parties share a strong commitment to the support and advancement of collaborative research between **UC** and Mexican scientists and scholars, especially in topics of mutual importance to Mexico and the United States. To increase the quantity of collaborative research thus undertaken, the parties will initiate a joint research call. **UC MEXUS** and **CONACYT** will issue a joint call for collaborative research proposals between **UC** and Mexican scientists and scholars. By agreement between the parties, specific priority research areas may be identified for any Call.

A. Annual Call for Proposals for Collaborative Research

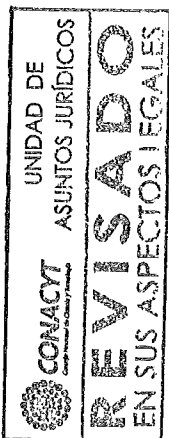
1. **UC MEXUS** and **CONACYT** each will dedicate at least \$500,000 per year to proposals funded under this Call.
2. **UC MEXUS** and **CONACYT** will issue the Call in Mexico and in the **UC** system. Proposals will require a principal investigator from **UC** and a principal investigator from a Mexican institution of higher education and research. Proposals will be submitted to **UC MEXUS** in accordance with the instructions set forth in the jointly issued Call.
3. **UC MEXUS** and **CONACYT** will jointly conduct academic and administrative review and ranking of the proposals. Administrative review shall include a representative of **CONACYT**, and academic review shall apply the established **UC MEXUS** faculty peer review process and include appropriate Mexican scholars selected from panels nominated by **CONACYT**.
4. **UC MEXUS** and **CONACYT** will jointly issue awards.
5. **UC MEXUS** will provide annual invoices for **CONACYT**'s portion of the funds by June 30th of each year and **CONACYT** will wire funds directly to **UC MEXUS**. **UC MEXUS** will administer and monitor the use of funds in the United States and Mexico in accordance with University of California policies and procedures and the terms and conditions associated with the **CONACYT** funds received.
6. **UC MEXUS** and **CONACYT** will together seek resources to expand the financial base available for the collaborative research program.

B. Other Collaborative Research Endeavors

In addition to the annual Call, **UC MEXUS** and **CONACYT** may, by mutual consent, issue special calls for proposals and undertake new collaborative research initiatives designed to address special or urgent research topics of mutual importance to Mexico and California. Additional funding will be provided by the parties for these other research undertakings.

Article VI Promotion of the Agreement

The parties are mutually dedicated to the success of their collaboration and will share responsibility for the promotion of the programs established under this Agreement. To this end, the parties will undertake the following activities:



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A. **UC-CONACYT Conferences.** The parties, through their responsible institutions **UC MEXUS** and **CONACYT**, will jointly organize and finance periodic conferences featuring the research and researchers sponsored under this Agreement.

B. Publications.

1. Both institutions will publish articles in their respective publications and other media about activities and accomplishments achieved under this Agreement.
2. **UC MEXUS** and **CONACYT** will cooperate in the production and publication of a **UC**-designed Spanish-language brochure about the University of California, its campuses and programs, and the **UC-CONACYT** Agreement.
3. **UC MEXUS** and **CONACYT** will cooperate in the production and publication of a **UC**-designed bilingual brochure about the **UC-CONACYT** Agreement and the opportunities for research and study it offers to **UC** and Mexican students and faculty.

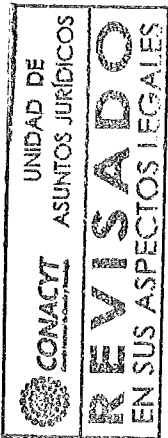
Article VII
Administration of the Agreement

The parties are equally responsible for the legal and equitable execution of programs established under this Agreement. To this end, the parties shall establish the following mechanisms for administration of said programs:

A. **Coordinators.** With the objective of facilitating the cooperation envisioned in this Agreement, each party shall designate a Coordinator of Activities to advance and implement the programs and to prepare an annual report concerning the activities included under this Agreement.

1. The Coordinator for the University of California system will be the Director of the University of California Institute for Mexico and the United States (**UC MEXUS**).
2. The Coordinators for **CONACYT** will be:
 - a. The Deputy Director of Graduate Studies and Scholarships,
 - b. The Deputy Director of Scientific Development, and
 - c. The Director of International Cooperation and Evaluation.

B. **Advisory Committee.** To advise and assist the Coordinators and to periodically review and evaluate the activities and programs that are undertaken under the Agreement and, specifically, to foster the development and implementation of research projects of collaboration between **UC** and Mexican institutions of higher education and research, The parties will establish an Advisory Committee composed of the two coordinators, three academics and/or scientists from Mexican institutions, and three from **UC**. The committee will seek the support of other institutions, foundations, and national and international agencies to finance such major endeavors. The cost of activities of the Committee will be equally shared by the parties. Meetings of the Committee will alternate between sites in California and sites in Mexico.



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Article VIII Expenses

The parties are committed to the establishment and successful implementation of the cooperative activities envisioned in this Agreement and will, therefore, meet their respective financial commitments either with their own funds or from other sources appropriate for each party.

Article IX Indemnification

The Regents of The University of California shall defend, indemnify and hold **CONACYT**, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents of The University of California, its officers, agents, or employees.

CONACYT shall defend, indemnify and hold The Regents of The University of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **CONACYT**, its officers, agents or employees.

Article X Intellectual Property

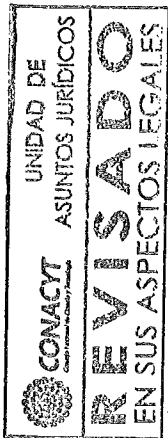
Pursuant to Article 14, Paragraph I.A. of the Agreement between the United States of America and the United Mexican States relating to Scientific and Technical Cooperation, intellectual property generated pursuant to this Agreement of Cooperation will be managed as follows:

A. In accordance with the following principles:

1. Each party will be free to publish its research findings giving consideration to appropriate protection of intellectual property.
2. Each party will have the nonexclusive right to use research findings and related intellectual property of the other party for research and educational purposes.
3. The parties encourage the broad dissemination of research findings and the practical application of research for the broad public benefit.

B. Based on case-specific conditions and pursuant to the following understandings:

1. Intellectual property generated by graduate students under Article II will be managed in accordance with the policies and practices of the institution in which the student is enrolled.
2. Intellectual property generated by researchers and scientists under Articles III and



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IV will be managed under the existing rules of the host institution, subject to both parties' overriding legal obligations to third parties and subject to case-specific provisions that have been agreed to by the parties.

3. The management of intellectual property generated under joint research projects under Article V will be addressed on a case-by-case basis through specific agreement provisions.

Article XI Acknowledgment of Support

Work completed by personnel under this Agreement shall acknowledge support of both parties.

Article XII Duration, Renovation and Termination of the Agreement

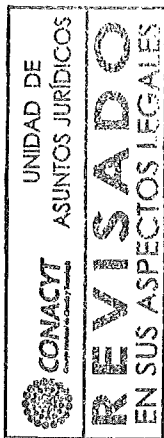
- A. This Agreement will become effective upon the date of its signing and shall remain effective through December 31, 2020, unless terminated by either party, in which case it shall provide six months notice in writing to the other party.
- B. This Agreement will be renewed automatically each year by mutual consent of both parties after the initial date of signing, as long as budgetary resources for its continuation are available and the regulations governing its administration allow it. This agreement does not obligate **CONACYT** or **UC** to incur in any expense other than what is specified above. Commitments accepted by **CONACYT** in this agreement are subject to the annual availability of funds as well as whether the federal laws in force that governs **CONACYT** allow it.
- C. If the present Agreement is terminated, every effort will be made to complete the activities in progress. The parties agree that fellowships offered and accepted under this Agreement shall be honored by the parties as long as the fellow meets the terms and conditions established by the parties for the fellowship.

Article XIII Modifications

This Agreement may be modified by mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions of fellowships in force in such ways as to jeopardize the fellows' successful completion of their program.

Article XIV Dispute Resolution

In case of difference in the interpretation or execution of the present Agreement, the parties agree to seek resolution of the dispute in an amicable manner. If the parties are unable to resolve them, disputes may be submitted to arbitration under the process described in Article 14, Paragraph I.D. of the Agreement between the United States of America and the United Mexican States relating to Scientific and Technical Cooperation.



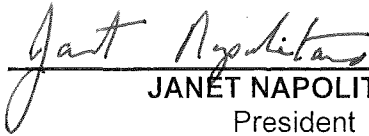
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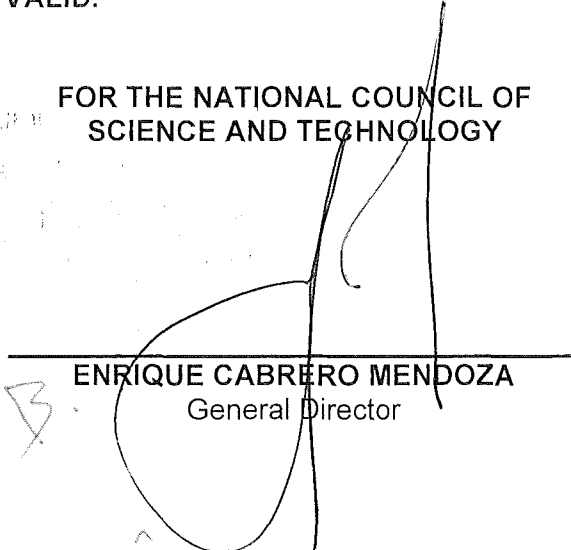
EXECUTED ON JUNE 22, 2015 IN 6 (SIX) ORIGINAL COPIES, IN SPANISH AND ENGLISH, BOTH TEXTS BEING EQUALLY VALID.

FOR THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA



JANET NAPOLITANO
President

FOR THE NATIONAL COUNCIL OF
SCIENCE AND TECHNOLOGY



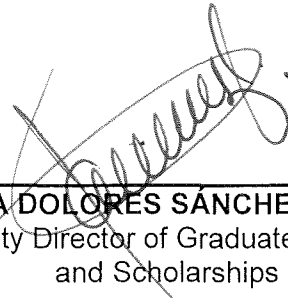
ENRIQUE CABRERO MENDOZA
General Director



EXEQUIEL EZCURRA
Director, UC MEXUS



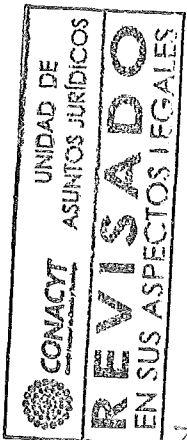
JULIA TAGÜENA PARGA
Deputy Director of Scientific Development



MARÍA DOLORES SÁNCHEZ SOLER
Deputy Director of Graduate Studies
and Scholarships



JESÚS ARTURO BORJA TAMAYO
Director of International Cooperation
and Evaluation





CONACYT

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ANEXO

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