

**Agreement of Cooperation in
Higher Education and Research between**

**The Regents of the University of California
and
El Consejo Nacional de Ciencia y Tecnología**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (UC) and EL CONSEJO NACIONAL DE CIENCIA Y TECNOLOGÍA (CONACYT), henceforth 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; and

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 nine campuses; and

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

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

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

UC and CONACYT are dedicated to long-term, collaborative binational approaches to the issues facing the United States and Mexico as North American neighbors and partners; and

UC has established the UC Institute for Mexico and the United States (UC MEXUS) to serve and advance collaborative research and training programs between UC faculty 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;

HAVE AGREED THE FOLLOWING:

Article I. General Purposes

A. Priority Programs. The Parties shall undertake joint programs in areas of mutual interest which will include any or all of the following activities:

1. Graduate Student Education
2. Exchange of Faculty and Researchers
3. Non-degree Student Training
4. Collaborative Research Programs
5. Promotion of Joint Programs

B. Personnel. Personnel eligible for inclusion in activities covered by this Agreement include:

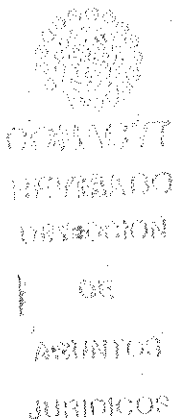
1. Academic, staff, and student personnel of the University of California system.
2. Graduate students and postdoctorals holding fellowships from CONACYT.
3. Faculty and researchers of Mexican institutions of higher education and research.

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 increasing 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 hope to achieve at least a two-fold increase in the current number (87) of CONACYT-sponsored students in the University of California system, as well as a more desirable distribution of such students among the University's nine campuses. To this end, The Parties will initiate the following activities:

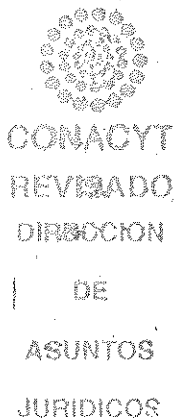
A. Recruitment of CONACYT-sponsored Mexican Graduate Students. The Parties will jointly undertake to publicize in Mexico the diverse opportunities for graduate study at the University of California's nine campuses.



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 preferred programs, thereby encouraging its approved fellows to apply to UC programs.
3. CONACYT annually will provide names, addresses, and degree objectives of its selected fellows to UC MEXUS. UC MEXUS will match the fellows' fields to appropriate UC departments and request that graduate program information and applications be mailed directly to the potential students.

B. Cost Sharing. The Parties will undertake to jointly support UC/CONACYT doctoral students each year, beginning with the 1997 academic year, as follows:

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 two years of the students' study, CONACYT will provide complete support, including nonresident tuition, student fees, and a stipend in accordance with its established norms.
3. For the third and fourth years of the students' study, UC will provide a stipend in accordance with CONACYT's established norms for fellows studying in the United States and CONACYT will provide nonresident tuition and student fees.
4. For the fifth year of the students' study (if necessary), UC will provide nonresident tuition, student fees, and a stipend in accordance with CONACYT's established norms for fellows studying in the United States.
5. Recognizing that in some cases the time to degree will be greater than five years, each UC campus will make a good faith effort to provide financial support sufficient to enable CONACYT students in good academic standing and making acceptable progress to finish their degree programs. UC support to CONACYT students will be subject to campus time limits.
6. UC may provide the guaranteed support from any combination of its usual and customary sources, including but not limited to academic employment (research and teaching assistantships); fellowship and scholarship funds; and training and research grants.



C. 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 B above, alternative funding arrangements may be constructed on a case-by-case basis.

D. 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.

E. 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 Faculty and Researchers

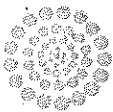
The Parties share a desire to create and increase opportunities for collaboration and understanding between the UC and Mexican academic and scientific communities. Toward this end, The Parties will undertake the following activities:

A. Mexican Fellows. The Parties will establish a program which endeavors to place and support ten CONACYT-sponsored Mexican scientists and academics annually in short-term research and teaching programs at UC campuses. The fellows will present lectures, meet with students and faculty, participate in advanced seminars and conferences, and visit research facilities and personnel.

1. UC MEXUS will facilitate the appropriate placement of Mexican scientists and academics where necessary by identifying research compatibility and initiating contacts between the potential fellow and the potential host department.

2. CONACYT will provide transportation and subsistence expenses for the fellows it selects, according to its established norms.

B. UC Fellows. The Parties will establish a program which places and supports ten UC scientists and academics annually in short-term research and teaching programs at Mexican institutions of higher education and research identified by CONACYT. The fellows will present lectures, meet with students and faculty, participate in advanced seminars and conferences, and visit research facilities and personnel.



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1. UC MEXUS will facilitate the identification of UC scientists and academics by initiating periodic calls for proposals for support of short-term visits to Mexican institutions.

2. UC MEXUS will provide transportation and subsistence expenses for the fellows it selects, according to its established norms.

C. CONACYT-sponsored 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.

1. The Parties will jointly issue an annual call for proposals from CONACYT-affiliated Mexican postdoctorals who wish to pursue postdoctoral research and study at UC campuses and who have received commitments of positions from specific UC departments, organized research units, and other programs of research, study and instruction.

2. CONACYT will provide complete financial support for the selected postdoctorals' subsistence and health insurance for one year, with the possibility of extension for one additional year.

3. UC departments receiving the postdoctorals will provide access to appropriate research facilities, office space, equipment, and communications, and will undertake to integrate the postdoctoral fellows into the UC academic community by facilitating their participation in research, contact with other researchers and faculty, and contact with students.

D. UC MEXUS Postdoctoral Fellows. In addition to the postdoctoral program described above (Article III, Section C), UC MEXUS will provide positions in its headquarters for CONACYT-sponsored postdoctoral scholars annually. During one-year periods of research and study at the UC MEXUS Universitywide Headquarters at the Riverside campus, the UC MEXUS postdoctorals will participate in and assist in the development of specific UC MEXUS research initiatives to be developed in conjunction with CONACYT. CONACYT will provide complete financial support for the postdoctorals' subsistence and health insurance. UC MEXUS will provide \$2,000 per position for support of the postdoctorals' research expenses, office space, staff support, and access to research infrastructure.

E. Faculty Sabbaticals. The Parties will establish a program of faculty exchanges to support sabbatical visits by Mexican scholars at UC campuses and by UC scholars at Mexican institutions.

1. CONACYT will offer tenured UC faculty the opportunity to apply annually for fellowships for sabbatical stays, including research and/or teaching, in Mexican institutions. CONACYT will provide salary, benefits, and expenses

that comprise a fellowship equivalent to that provided to Mexican researchers through the National System of Researchers, to be determined on the basis of national scales and the level of the visiting researcher.

2. UC MEXUS will assist in the placement of CONACYT-sponsored faculty and researchers in appropriate departments at UC campuses. CONACYT will provide a stipend and health insurance to the visiting researchers. The host UC departments will provide appropriate visiting academic titles, office space, access to research facilities, equipment and communications, and integration into the local academic community. Teaching responsibilities may be added by mutual agreement between the visitor and the host department, and will be compensated by the host department in accordance with standard UC scales. The host department will inform CONACYT of compensation provided to the fellow.

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

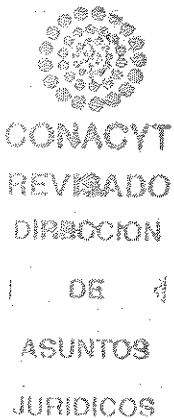
The Parties wish to promote short-term exchanges of students and researchers under the sponsorship of faculty collaborators at UC and Mexican institutions. The purpose of the exchanges will be to accomplish specific laboratory, library, or field research or to undertake specialized training. Visitors 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 undertake the following:

A. CONACYT-sponsored visitors.

1. UC will provide to the selected CONACYT-sponsored visitors access to agreed-upon courses and research facilities at no cost or at reduced cost.
2. CONACYT will fund directly the costs of subsistence and health insurance for CONACYT-sponsored visitors in accordance with its own norms.

B. UC Graduate Students. CONACYT will provide to the selected UC graduate students and researchers in Mexico affiliations in Mexican universities and the Secretaría de Educación Pública (SEP)/CONACYT research institutions, as well as access to field research sites.

C. Placement and Support. UC MEXUS and CONACYT shall work together to place and support candidates for non-degree exchanges.



Article V. Collaborative Research

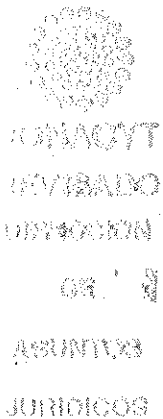
The Parties share a strong commitment to the support and advancement of collaborative research between UC and Mexican scientists and scholars, especially in topics of mutual importance to Mexico and the United States. To increase the quantity of collaborative research thus undertaken, The Parties will initiate a joint research call. Beginning in January of 1998 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.

1. UC MEXUS and CONACYT each will dedicate at least \$200,000 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 and to CONACYT, in accordance with the instructions set forth by the agencies 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 issue awards and 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.
5. UC MEXUS and CONACYT will together seek resources to expand the financial base available for the collaborative research program.

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:

A. **UC-CONACYT Conferences.** The Parties will jointly organize and finance periodic conferences featuring the research and researchers sponsored under this Agreement.



B. Publications.

1. The Parties will publish articles in their respective publications and other media about activities and accomplishments achieved under this Agreement.
2. The Parties 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. The Parties 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.

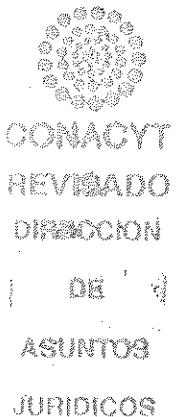
Article VII. Administration of the Agreement

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 Coordinator for CONACYT will be the Director Adjunto de Investigación Científica.

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 the 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.



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

A. 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.

B. 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. Policies Governing Personnel

Unless other arrangements are explicitly agreed to and in force, personnel participating in exchanges and collaborative research will be governed by the policies of their home institutions.

Article XI. 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 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.

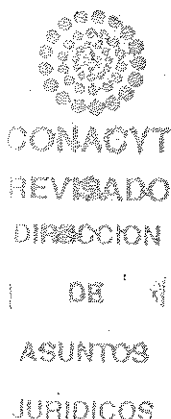
XII. Acknowledgment of Support

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

Article XIII. Duration of the Agreement

A. Period of the Agreement. This Agreement will become effective upon the date of its signing and shall have a term of five years unless terminated by either Party, in which case it shall provide six months' notice in writing to the other Party. The Agreement may be extended by mutual written consent of The Parties.

B. Termination of the Agreement. If the present Agreement is terminated, every effort will be made to complete 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 XIV. Modification

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 programs.

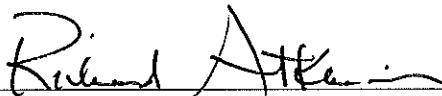
Article XV. Dispute Resolution

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.

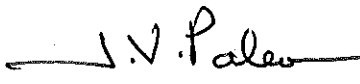
Executed in Mexico City on July 25, 1997 in six original copies, in Spanish and English, both texts being equally valid.

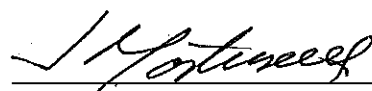
FOR THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

FOR EL CONSEJO NACIONAL
DE CIENCIA Y TECNOLOGÍA


Richard Atkinson
President


Carlos Bazdresch Parada
Director


Juan-Vicente Palerm
Director, UC MEXUS


Jaime Martuscelli
Deputy Director for Scientific Research

HONORARY WITNESS:

Miguel Limón Rojas
Secretary of Education

Approved as to form, Office of the General
Counsel of The Regents

Approved by the Department of Legal
Affairs, CONACYT