

AMENDMENTS AND ADDITIONS

to the

Agreement of Cooperation in Higher Education and Research between

The Regents of the University of California

&

El Consejo Nacional de Ciencia y Tecnología

(Executed in Mexico City on July 25, 1997)

Introduction. Three years after signing the Agreement of Cooperation in Higher Education and Research, The Parties are now prepared to make adjustments to the original agreement and to initiate new undertakings. These adjustments and additions are allowed under Article I Section C and article XIV of the Agreement which state that "additional activities may be initiated under this Agreement by mutual agreement," and "the Agreement may be modified by mutual written consent of The Parties."

The modifications The Parties have agreed to implement involve Article II on graduate student education, Article III on exchange of faculty and researchers, Article V on collaborative research, and Article XIII on the duration of the Agreement. Agreed- to modifications are described below and additions are listed afterwards. In accordance with Article XIV, none of the modifications and additions alter the terms or conditions of fellowships in force in such ways as to jeopardize the fellows' successful completion of their programs.

AMENDMENTS

Article II, Graduate Student Education. The program remains unchanged except for Section B regarding the cost sharing arrangement. Article II, Section B will now read as follows:

B. Cost Sharing: CONACYT and UC MEXUS will guarantee to provide a cost sharing support package for up to a maximum of 200 concurrent students 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 two 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.

3. For the third and fourth years of the student's study, UC MEXUS will provide a stipend, based on CONACYT's established norms for fellows studying in the United States. CONACYT will provide nonresident tuition, health insurance and student fees.

4. For the fifth year of the student's study (if necessary), UC MEXUS will provide support, including nonresident tuition, students fees, health insurance and a stipend.

5. The UC/CONACYT agreement is a 5 year support package. In the event that the time to degree will be greater than five years, the department and/or graduate division at 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 campus support to CONACYT students will be subject to campus time limits.

6. For the 1998, 1999, and 2000 academic year students, UC MEXUS guarantees to provide, retroactively, the funding support package as described in subsections 3 and 4, to those students who are in good academic standing in the respective degree programs they are enrolled in.

7. To encourage recruitment and retention of these students to UC, academic departments and graduate divisions will be encouraged to offer additional support in the form of Teaching and Research Assistantships, and fellowships.

8. Accrued savings by CONACYT during the 3rd and 4th years will be applied to enhance repatriation packages available to Mexican students upon completion of their degree program.

Article III, Exchange of Faculty and Researchers. The program is substantially modified. Article III will now read as follows:

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 three distinct programs designed to promote and support exchange of faculty and Researchers.

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.

1. The Parties will jointly issue an annual call for applications for up to 10 concurrent CONACYT-affiliated Mexican fellows 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.



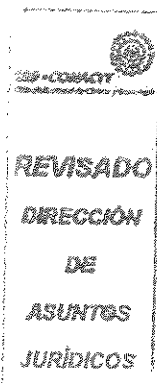
2. CONACYT and UC MEXUS will share in providing a stipend and health insurance for the selected fellows and dependant members of their immediate family accompanying them to UC campuses. Support provided by CONACYT and UC MEXUS will be at least to a level that meets the minimum INS requirements to obtain J1 Visa status.
 - a. UC MEXUS will provide 12 monthly installments of \$750 for single fellows and \$1000 for married fellows.
 - b. CONACYT will provide 12 monthly installments of \$750 for single fellows and \$1000 for married fellows plus health insurance.
3. Support will continue for a 12 month period with the possibility of extension for one additional 12 month period. All extensions must be requested by the interested parties, supported by the host department, and approved by CONACYT and UC MEXUS.
4. UC departments receiving the postdoctoral fellows 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.

B. *Faculty Visits.* The parties will establish a program of faculty visits of up to 30 academic quarters per year for Mexican scholars at UC. Approved faculty visits will last at least one full quarter and will not exceed three consecutive quarters. UC MEXUS and CONACYT will each dedicate at least \$135,000 per year of financial support for visiting scholars.

1. UC MEXUS will provide funding for financial support for \$1,500 per month per faculty participant
2. CONACYT will provide funding for financial support for \$1,500 per month per faculty participant plus health insurance.
3. UC departments receiving Mexican faculty will provide access to appropriate research facilities, office space, equipment, and communications.

C. *Sabbatical Leaves.* The Parties will establish a program of support, as defined below, for up to 7 Mexican scholars at UC campuses and up to 7 UC scholars at Mexican institutions per year.

1. CONACYT will offer selected UC faculty up to 7 fellowships for sabbatical visits which will involve research and/or teaching at Mexican institutions. CONACYT will provide salary, benefits and expenses equivalent to the amount provided to Mexican researchers through the National System of Researchers, which is determined on the basis of Mexican salary scales and the academic level of the visiting researchers. UC departments will provide sabbatical leave according to UC norms, and UC MEXUS will provide support up to a maximum of \$50,000 per year for sabbatical supplemental salary, travel, and



research expenses.

2. UC MEXUS will offer selected Mexican faculty fellowships of up to \$50,000 per year for sabbatical visits which will involve research and/or teaching at UC departments and research centers. UC MEXUS will, moreover, assist in the placement of CONACYT-sponsored faculty in appropriate departments/centers at UC campuses. The Mexican home institution will provide sabbatical leave following its norms, and CONACYT will provide health insurance and a stipend based on CONACYT norms.
3. The host UC and Mexican departments/centers will provide appropriate visiting academic titles, 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 V. Collaborative Research. The program remains unchanged except for Section 1 which specifies the funds The Parties will devote to support collaborative research. Article V, Section 1 will now read as follows:

1. As indicated in letters signed by CONACYT Director General Carlos Bazdresch Parada, dated April 24, 2000 and UC President Richard C. Atkinson, dated May 31, 2000, UC MEXUS and CONACYT each will dedicate at least \$500,000 per year to proposals funded under this Call.

Article XIII 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 of 2001 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 as long as budgetary resources for its continuation are available and the regulations governing its administration allowed 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 govern CONACYT allow it. Mainly, in accordance to what is stipulated in article 13, 15 16 of the Ley del Presupuesto, Contabilidad y Gasto Público (The Budget Accounting and Public Spending Law), and article 16 of the Presupuesto de Egresos de la Federación (Federal Budget Expenditure) for the fiscal year 2001.
- 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.

ADDITIONS

Article II, Graduate Student Education. This Article will now include a new Subsection E regarding UC graduate support which will read as follows:

E. Dissertation Research Support: UC MEXUS will provide funding for up to 40 UC advanced graduate student fellowships per year, at \$12,000 each, to conduct dissertation research in Mexico as affiliates in Mexican institutions of higher education and research. UC MEXUS will issue an annual call for proposals and make awards. CONACYT will provide assistance in placing the students in appropriate departments at various Mexican institutions.

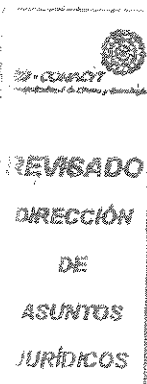
Article V, Collaborative Research. This Article will now include a new Subsection regarding opportunities for collaborative research which will read as follows:

New Subsection, 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.

1. New Program. The California-Mexico Commission on Science and Technology.

The Parties will seek to establish a California-Mexico Commission on Science and Technology to provide a high-level forum to determine the critical areas in which joint investments should be made in research and education. Members of the Commission will be appointed by the President of the University of California and the Director of CONACYT from among California and Mexico's leading scientific institutions, with representation of government and business as well. The Commission will act as an intellectual and scientific advisory body to both UC and CONACYT, conduct in-depth analysis of critical issues at the request of UC and CONACYT, and issue reports on indicators of scientific and technological progress in California and Mexico. For this purpose UC MEXUS and CONACYT will provide financial and administrative support for the establishment and continued functions of the commission, including but not limited to travel and administrative expenses.

2. New Program. UC Hub or California House in Mexico City.



UC intends to establish a facility located in Mexico City for the purpose of enabling the University to enhance its relationships with Mexican universities, government, industry and associations, and with UC alumni in Mexico. The Hub or California House will provide office and meeting space to UC MEXUS, UC Education Abroad Program, UCOP University Relations, and visiting UC faculty, students, researchers and administrators while in Mexico. The facility will also serve the goal of bringing CONACYT and UC increasingly into further modes of collaboration.

- A. UC MEXUS will provide complete financial support for the establishment and continued operations of this facility.
- B. CONACYT will support the efforts of UC and lend sponsorship in a non-monetary form by providing informational, advisory and legal assistance for the establishment and continued operating of the facility.

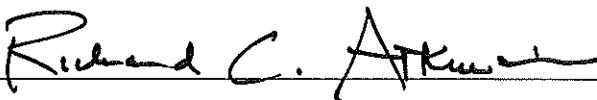
3. New Program. Information and Communication.

It is the goal and determination of UC and CONACYT to make access available to the most advanced communication technology, including Internet 2, to enhance and support collaboration, research, sharing of informational resources and communication between UC faculty and Mexican institutions of higher education and learning.

This First Amendment shall be effective as of the date it is executed by appropriate representatives of both Parties, subject, however, to the provisions of Article XIV. Thereafter, this First Amendment shall be attached and appended to all extant copies of the July, 1997 Agreement, and together shall hereafter be referred to as the "Agreement of Cooperation in Higher Education and Research, As Amended."

Executed in Mexico City/Oakland on January 8, 2001
8 de Enero, 2001 in four original copies, in Spanish and English, both texts being equally valid.

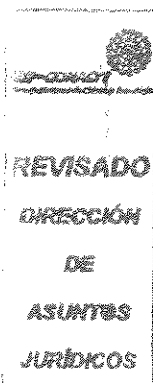
FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



Richard C. Atkinson, President




Juan-Vicente Palerm, Director of UC MEXUS



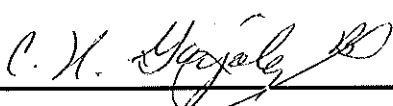
FOR THE CONSEJO NACIONAL DE CIENCIA Y TECNOLOGIA



Carlos Bazdresch Parada, General Director



Jaime Martuscelli Quintana, Deputy Director for Scientific Research

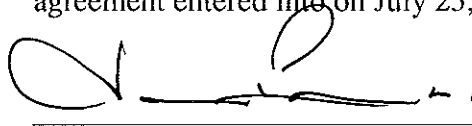


Claudia González N. Brambila, General Director for International Affairs and Scholarships


REVISADO
DIRECCIÓN
DE
ASUNTOS
JURÍDICOS

Approved as to text and form by the Office of the
General Counsel of the Regents of the University of
California 1/25/01

I Jaime Parada Avila, being the Director General of El Consejo Nacional de Ciencia y Tecnología (CONACYT), hereby ratify the Amendments and Additions to the Agreement of Cooperation in Higher Education and Research between The Regents of the University of California and El Consejo Nacional de Ciencia y Tecnología, as signed by former Director General Carlos Bazdresch Parada on January 8, 2001. Original agreement entered into on July 25, 1997.

 Date: March 23, 2001
Ing. Jaime Parada Avila

I, Richard C. Atkinson, being the President of the University of California, hereby ratify the Amendments and Additions to the Agreement of Cooperation in Higher Education and Research between The Regents of the University of California and El Consejo Nacional de Ciencia y Tecnología, as signed on January 8, 2001.

 Date: 3-22-2001
Richard C. Atkinson