

**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), 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 and

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. Original versions of all three documents are on file in the administrative offices of UC MEXUS and CONACYT, respectively and

Based on 6 total years of positive experiences, per Article XIV of the original agreement (Article XVII) it has become necessary to amend the agreement to appropriately reflect new activities, interactions and commitments 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 ten 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 bi-national 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, exchange and training programs between UC faculty and students and their Mexican counterparts; and

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 including 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 the Agreement
6. Any additional programs of collaboration including management and development courses in science and technology

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 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 an increase in the number of CONACYT-sponsored students in the University of California system, as well as a more desirable 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 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.

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, student 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 and academic 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. For extraordinary cases in which completion of the degree requires more than 5 years, a final decision regarding additional funding will be made jointly by UC and CONACYT.
6. 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.

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. 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. Support will be decided by a bi-national advisory 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.

- I. The Parties will jointly issue an annual call for applications for up to 9 concurrent CONACYT-affiliated Mexican fellows and 9 UC-affiliated postdoctoral fellows who wish to pursue postdoctoral research and study at UC campuses or Mexican institutions, and who have received commitments of positions from specific departments, organized research units and other programs of research, study and instruction.
- II. CONACYT and UC MEXUS will share 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 INS requirements to obtain J1 Visa status.
 - a. For those post-doctoral researchers *from Mexico* conducting their activities at a UC campus,
 1. UC MEXUS will provide monthly installments of \$1500. Their appointment and funding will be provided following the guidelines of UC Academic Personnel Policy APM-390, "Appointment and Promotion – Postdoctoral Scholars" and be administered at the campus where they will be located.
 2. CONACYT will provide monthly installments of \$1250 plus support for health insurance based on marital status and the number of dependants the program participant brings with them while conducting their activities at UC
 3. 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. For those post-doctoral researcher *from UC* conducting their activities in Mexico,
 1. UC MEXUS will provide monthly installments of \$1,500 plus the balance between what CONACYT provides towards health insurance and what UC requires, along with full benefits. Program participants will be appointed as UC MEXUS Postdoctoral Researchers, following the guidelines of UC Academic Personnel Policy APM-390, "Appointment and Promotion – Postdoctoral Scholars."
 2. CONACYT will provide monthly installments of \$1,250 plus support for health insurance based on marital status and the number of dependants the program participant brings with them while conducting their activities in Mexico.

III. 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.

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.

I. For those participants coming from Mexico to visit a UC campus

a. UC MEXUS will provide financial support in the amount of \$2,000 per month per participant. Departments hosting Mexican faculty will receive funds to administer directly from UC MEXUS

b. CONACYT will provide financial support in the amount of \$1,500 per month per faculty participant plus health insurance and leave of absence/salary equivalent to that being earned at the original Mexican institution

c. UC departments receiving Mexican faculty will provide access to appropriate research facilities, office space, equipment, and communications.

II. For those participants coming from a UC campus to visit in Mexico

a. UC MEXUS will provide funding for salary equivalent at UC and a supplement equivalent to one month's summer salary based on the level of the researcher

b. CONACYT will provide funding in the amount of \$1,500 per month per participant

C. Sabbatical Leaves. The Parties will establish a program of support, as defined below, for up to 6 Mexican scholars at UC campuses and up to 6 UC scholars at Mexican institutions per year.

I. CONACYT will offer selected UC faculty fellowships for sabbatical visits which will involve research and/or teaching at Mexican institutions. CONACYT will provide financial support in the amount of \$1,500 per month plus health insurance based on marital status and the number of dependants the program participant brings with them while conducting their activities in Mexico. UC departments will provide sabbatical leave according to UC norms, and UC MEXUS will provide support up to a maximum of \$30,000 per year for sabbatical supplemental salary, travel, and research expenses.

II. UC MEXUS will offer selected Mexican faculty fellowships of up to \$30,000 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.

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 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 support for up to 6 participants from Mexico conducting their activities at a UC campus, and for up to 6 participants from UC conducting their activities in Mexico as follows:

A. CONACYT PhD Students to UC.

1. CONACYT will provide to the selected CONACYT- PhD students access to agreed-upon courses and research facilities at no cost or at reduced cost plus \$1,000 per month as a stipend plus health insurance.
2. CONACYT will fund directly the costs of subsistence and health insurance for CONACYT-sponsored visitors in accordance with its own norms.

Support will be from a minimum of two weeks to a maximum of three months

B. UC PhD Students to Mexico

UC will provide to the selected UC PhD students affiliations into Mexican Institutions of higher education and research as well as access to field research sites, \$1,000 per month as a stipend, plus health insurance.

Support will be from a minimum of two weeks and up to a maximum of three months

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 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.

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 The California-Mexico Commission on Education, Science and Technology.

The Parties established a California-Mexico Commission on Education, 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 are 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.

Article VII Casa de La Universidad de California en Mexico

UC has established 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 facility 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.

CONACYT will support the efforts of UC and lend sponsorship in a non-monetary form by providing informational, advisory and legal assistance for continued operating of the facility.

Article VIII 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.

Article IX. 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 X. 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 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 XII. 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 XIII. 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 XIV. 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 XV. 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

XVI. Acknowledgment of Support

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

Article XVII 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 2008 (date still to be determined) 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 govern 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 XVIII. 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 XIX. 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 six original copies, in Spanish and English, both texts being equally valid.

FOR THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA


Robert C. Dynes
President

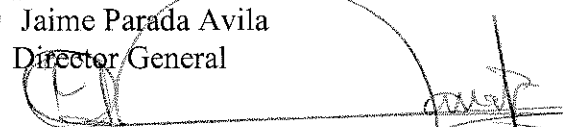

Roberto Sanchez-Rodriguez
Director, UC MEXUS

Approved as to form

Office of the General Counsel of the Regents

FOR EL CONSEJO NACIONAL
DE CIENCIA Y TECNOLOGÍA


Jaime Parada Avila
Director General


Manuel Mendez Nonell
Deputy Director for Science

Approved

By the Department of Legal
Affairs, CONACYT