

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

Based on 11 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;

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;

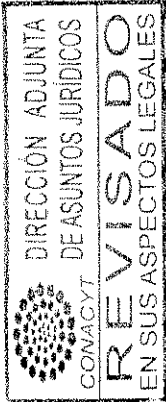
UC and CONACYT maintain complementary responsibilities for the training and education of graduate and postgraduate students in all disciplines in order to develop well-qualified academic and scientific resources;

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

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;

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

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



A handwritten signature and a set of initials, possibly "CV", located at the bottom right of the page.

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 holding fellowships from CONACYT.
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.

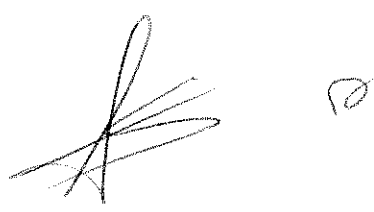
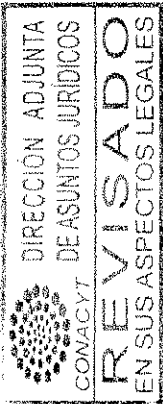
Article II

Graduate Student Education

The Parties share a commitment to support a maximum of 30 well-qualified Mexican students to be admitted and enrolled in UC advanced degree programs. Within the time frame of this agreement, The Parties hope to maintain 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 potential applicants to apply to UC programs.

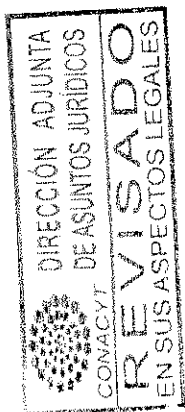
3. CONACYT annually will provide names, addresses, and degree objectives of its applicants and selected fellows to UC MEXUS.

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 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.

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 the CONACYT candidates admitted to UC programs, UC and CONACYT will select each year 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.
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.
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.
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. UC MEXUS and CONACYT will encourage fellows to seek additional support in the form of Teaching and Research Assistantships, and fellowships.



D. Eligibility

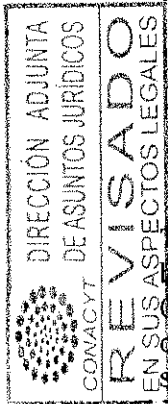
1. Mexican fellows who have already completed their master's degree in Mexico or elsewhere and that complies with all the admission requirements from UC, will be eligible for up to five years of support under this Agreement.
2. Mexican students currently enrolled in UC graduate programs may be eligible to apply for the fellowship.

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

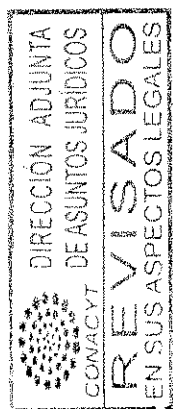
The parties share a desire to create and increase opportunities for collaboration and understanding between the UC and Mexican academic and scientific communities. To this effect, UC MEXUS and CONACYT will jointly establish and support a program designed to promote and support exchange of faculty and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

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, as established by the norms regulated by CONACYT.

1. 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, who have received an invitation to collaborate within those Mexican institutions.

2. CONACYT and UC MEXUS will share in providing financial support and health insurance for the selected fellows and dependant members of their immediate family (spouse and children) 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.
 - a. For those post-doctoral researchers *from Mexico* conducting their activities at a UC campus,
 - i. UC MEXUS will provide an annual financial support for the amount of \$15,350 and full benefits funding, including funds for health care costs at the HMO level per participant and allow for a potential 3% increase each year, whenever permitted by current regulations. The 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. Support will continue for up to a 12-month period.
 - ii. CONACYT will provide an annual financial support for the amount of \$21,650 per participant and allow for a potential 3% increase each year, whenever permitted by current regulations.
 - iii. 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 postdoctoral researchers *from UC* conducting their activities in Mexico,
 - i. 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." UC MEXUS will provide an annual financial support for the amount of \$15,350 and full benefits funding by UC MEXUS, including funds for health care costs at the HMO level per participant and allow for a potential 3% increase each year, whenever permitted by current regulations.
 - ii. CONACYT will provide an annual financial support for the amount of \$21,650 per participant and allow for a potential 3% increase each year, whenever permitted by current regulations.
 - iii. Support will continue for up to a 12-month period.

Article IV

Short-Term Research and Non-degree Training Exchanges

The Parties wish to promote short-term exchanges of students and researchers under the possible

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 annual 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 Ph.D. Students in UC.

1. CONACYT will provide to the selected CONACYT- Ph.D. 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 Ph.D. Students to Mexico

UC will provide to the selected UC Ph.D. students affiliations into agreed-upon courses in 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

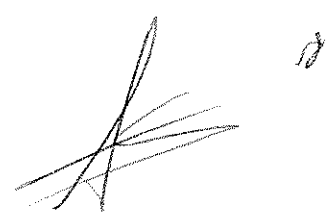
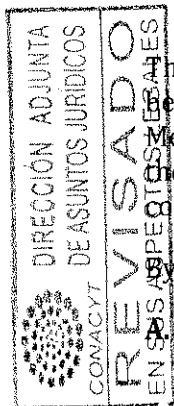
Collaborative Research

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.

Annual Call for Proposals for Collaborative Research

1. UC MEXUS and CONACYT each will both 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 CONACYT 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.

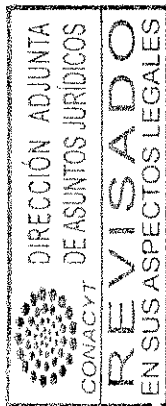
B. Other Collaborative Research Endeavors

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

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.



Article VII

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, thus it does not conflict with legal provisions relating to confidential information of the respective countries.

Article VIII

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.

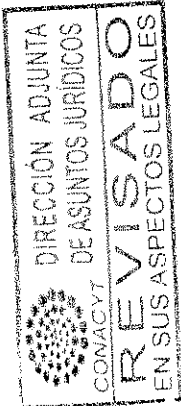
Article IX

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 Scholarships and Graduate Studies
 - b. The Deputy Director of Science.



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 CONACYT 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

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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 X

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 XI

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.

Article XII

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.

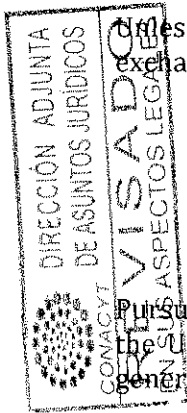
Article XIII

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 with the express consent of its counterpart.



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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.

Article XIV

Acknowledgment of Support

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

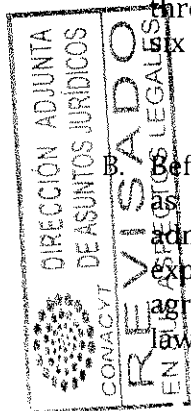
Article XV

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, 2015, unless terminated by either Party, in which case it shall provide six months notice in writing to the other Party.

- B. Before its expiration, this Agreement may be renewed by mutual consent of the Parties, 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 budget 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 XVI

Modifications

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

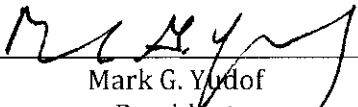
Article XVII

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.

Executed on June 17, 2010 in five original copies, in the Spanish and English languages, all texts being equally valid.

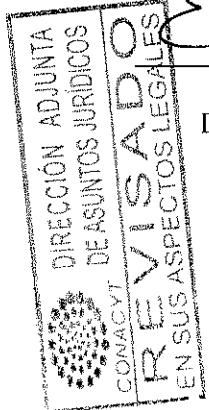
FOR THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA




Mark G. Yudof
President




Exequiel Ezcurra
Director, UC MEXUS




FOR THE NATIONAL COUNCIL OF SCIENCE AND
TECHNOLOGY



Juan Carlos Romero Hicks
Director General



José Antonio de la Peña
Deputy Director of Science



Silvia Álvarez Brunehere
Deputy Director of Scholarships and Graduate
Studies