AGREEMENT OF COOPERATION

BETWEEN

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

AND

THE NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY OF THE UNITED MEXICAN STATES

The University of Texas at San Antonio (UTSA) and the National Council for Science and Technology of the United Mexican States (CONACYT), hereinafter referred to as the parties;

DESIRING to promote, develop and strengthen the relationship between the parties;

RECOGNIZING the importance of promoting the development of specific scientific and technological cooperation programs as well as activities related to the exchange of scientific and technical information and experience between both parties.

TAKING INTO CONSIDERATION the purposes of the cooperation to promote interest in the teaching and research activities of the parties and to deepen the understanding of the economic, cultural and social issues environment of the respective parties;

UTSA and CONACYT have agreed to the following:

ARTICLE I
OBJECTIVE

This Agreement has the objective of establishing a framework in order to carry out specific Agreements of cooperation or working plans in different areas of interest within the activities, projects and mutual cooperation development.

ARTICLE II
COOPERATION AREAS

To achieve the objectives referred previously, the parties may establish specific affiliation or program agreements, which may include the following areas:

a) Biotechnology and Agricultural Sciences.
b) Biology and chemistry.
c) Medicine and health.
d) Energy.
e) Environment.
f) Earth Sciences.
g) Industrial manufacturing technologies.
h) Materials.
i) Nanotechnology.
j) Information technology and telecommunications.
k) Applied mathematics and modeling.

ARTICLE III
COOPERATION AREAS

The affiliation and/or programs referenced in the previous article may include:

a) Exchange of information, publications, videos, bibliography and teaching material.

b) Discuss potential synergies and collaborations.

c) Organization of working missions with the participation of professors, students and professionals that works in areas of mutual interest.

d) Exchange of professors, specialists and students.

e) Workshops, conferences and seminars focusing on the cooperation areas.

f) Exchange of scientific and technological Information and documentation.

g) Planning joint activities.

h) Any other agreed by the parties.

The parties are neither obliged to carry out cooperation activities in all of the aforementioned areas, nor according to all of the aforementioned cooperation areas.

In achieving these goals, UTSA’s Office of Research Integrity will review in advance the specifics of all proposed exchanges of information or of any proposed research collaboration to ensure that such exchanges or collaborations comply with any applicable American Export Control laws and regulations.

The parties are not obliged to collaborate on those activities in which there is domestic prohibition resulting from a law, institutional policy or custom.
ARTICLE IV
FINANCING AND EXPENSES

All commitments in this Agreement are subject to the availability of appropriate and available funds and each party's budget priorities. This Agreement shall not consist of resources of subsequent fiscal years, any extra expenses or future economic obligations.

Except as may be stipulated in any specific agreement, each party shall be responsible for expenses incurred by its employees under this Agreement.

ARTICLE V
COORDINATOR OF ACTIVITIES

Each party shall designate an Activities Coordinator who will be in charge of following-up the cooperation of this Agreement between the parties and informing the parties of the results of his/her efforts.

The coordinators designated by the parties are:

For UTSA:
Julius M. Gribou
Executive Vice Provost
Senior International Officer
One UTSA Circle 4.120 Main Building
San Antonio, Texas 78249-0603

For CONACYT:
Deputy General Direction of Scientific Development
Av. Insurgentes Sur 1582
Crédito Constructor
Delegación Benito Juárez
México City, México. 03940
Tel. (52) 55 5322-7700

ARTICLE VI
PARTICIPATION OF OTHER INSTITUTIONS

The parties, if they so agree upon, may, in a specific affiliation and/or program agreement, allow the participation of other public or private institutions, whose activities directly impact the areas of cooperation.
ARTICLE VII
INTELLECTUAL PROPERTY AND RESEARCH PROTOCOL

All publications resulting from the collaboration between the two parties under affiliation and/or program agreements must give recognition to the affiliation and/or program agreements therein. Likewise, the affiliation and/or program agreements must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

The parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this Agreement; provided however, a party disclosing confidential or unpublished research information may require the other party to sign a non-disclosure agreement before releasing such information to the other party.

If any faculty collaboration is expected to result in or actually results in any intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

ARTICLE VIII
DISPUTE RESOLUTION

Agreements are based on the common trust and good faith of the parties. In case of disputes, the parties, through the Activities Coordinators designated in Article V of this Agreement, shall make a good faith effort to obtain an amicable resolution, by mutual agreement, and its resolution will be in writing.

ARTICLE IX
FINAL PROVISIONS

This Agreement shall enter into force on the date of its signature and shall remain in force for a period of 5 (five) years. After the evaluation of the results, the parties may extend this document by written agreement for an equal period of time.

If either party decides to terminate this Agreement before its conclusion, it must be done so by written communication addressed to the other party with 6 (six) months in advance.

Early termination of this Agreement will not affect the conclusion of the activities formalized in a Program Agreement pursuant to this Agreement of Cooperation while it was in force.
Signed on November 15, 2013, in 2 (two) original copies in Spanish and English languages, all texts being equally authentic.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

RICARDO ROMO
President

THE NATIONAL COUNCIL OF SCIENCE AND TECHNOLOGY

ENRIQUE CABRERO MENDOZA
General Director

LEGAL APPROVAL

JULIUS M. GRIBOU
Executive Vice Provost and Senior International Officer

JOSÉ RODRIGO ROQUE DÍAZ
Deputy General Director of Legal Affairs