

GENERAL COOPERATION AGREEMENT SIGNED ON ONE HAND BY “**EL TECNOLÓGICO NACIONAL DE MÉXICO,**” HEREINAFTER KNOWN AS “**EL TECNOLÓGICO,**” HERE REPRESENTED BY ITS GENERAL DIRECTOR, **MAESTRO MANUEL QUINTERO QUINTERO,** AND ON THE OTHER HAND, **THE REGENTS OF THE UNIVERSITY OF NEW MEXICO,** HEREINAFTER KNOWN AS “**UNM,**” REPRESENTED BY **ROBERT G. FRANK** AS PRESIDENT, HENCEFORTH JOINTLY KNOWN AS THE “**PARTIES,**” IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

I. “EL TECNOLÓGICO”

I.1.- That it is an administrative agency of the Ministry of Education, with technical, academic and management autonomy, which are assigned to the technological institutes, units and centers of research, teaching and technological development of higher education with which the Ministry of Education, has been providing higher education and scientific and technological research in accordance with the provisions of Article 1 of its Decree of creation, published in the Official Journal of the Federation on July 23, 2014.

I.2.- In accordance with the provisions of Article 2, Section II of its Decree of creation, it aims to train professionals and researchers suitable for the application and generation of knowledge to provide them with the skills to solve problems, critical thinking, ethical sense, entrepreneurial attitudes, innovation and creativity for the incorporation of scientific and technological advances that contribute to national and regional development.

I.3.- Among its duties is to provide the participation of technological institutes, research units and centers, and consulting services required by the public, social and private sectors for the preparation and development of scientific and technological research plans and programs as well as training of personnel in these areas, according to what is stated in Article 3, section XXIX, of its Decree of creation.

I.4.- Based on Article 8, Section II of the Decree establishing the Tecnológico Nacional de México, published on the date and in the federal register mentioned in the preceding statements, the General Director has the power to sign agreements, terms of cooperation, institutional agreements, and all kinds of legal instruments related to the purpose and functions of “El Tecnológico.”

I.5.- Maestro Manuel Quintero Quintero, in his capacity as General Director of Tecnológico Nacional de México, exercises his authority to sign this instrument pursuant to the appointment registered with number 323 on page 10 of the “Libro de Nombramientos de Servidores Públicos” appointed by the Federal Executive, dated September 26, 2014, awarded by Lic. Enrique Peña Nieto, President of the United Mexican States, based on Article 6 of the Decree establishing the Tecnológico Nacional de México.

I.6.- Its address to receive all notifications related to this instrument is Arcos de Belen No. 79, Colonia Centro, Cuauhtémoc, Zip Code 06010, in Mexico City, Distrito Federal.

II "UNM"

II.1.- That it is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing. UNM's main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at post-secondary and graduate level, to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society and to provide other services that increase the general culture and well-being of the people.

II.2.- Its president Robert G. Frank, was appointed by the authorities of "UNM" on the 4th of January of 2012, with the powers conferred by section 3 of the Regents Policy Manual (<http://policy.unm.edu/regents-policies/index.html>).

II.3.- Its address to receive all notifications related to this instrument is Scholes Hall 144, MSC05 3300 1 University of New Mexico, Albuquerque, NM 87131-0001, USA, unmpres@unm.edu.

III. The "PARTIES" declare that:

In accordance with the previous statements, the "PARTIES" recognize their legal capacity, as well as the scope and content of this cooperation agreement and agree to abide by the following:

CLAUSES

FIRST.- PURPOSE

The "PARTIES" agree to join efforts to create initiatives that allow them to better fulfill their roles, through staff training, professional and technical improvement, via information technology, communication, and media available to each of them.

The proposed collaboration should be developed within the framework of this Agreement, in accordance with the programs that shall be developed jointly by the "PARTIES," covering the general field of research, teaching, and student exchange.

SECOND.- TYPES OF COOPERATION

- a. Establishing diploma partnerships (dual degrees and joint degrees);
- b. Receiving students on short-term programs;
- c. Collaborative research, courses, conferences, seminars, symposia and conferences;
- d. Exchange of publications, reports and other academic information;
- e. Reciprocal exchange of students, teachers, and administrative staff;
- f. Collaborative professional development;
- g. Cultural projects;
- h. Enrollment of students in degree programs;
- i. Other activities as mutually agreed.

THREE.- SPECIFIC AGREEMENTS

For the development of the projects listed in the **SECOND** clause of this agreement, the "PARTIES" will sign specific agreements, which will contain the specific conditions of each project and will be subject to the terms of this agreement and current applicable law.

The specific agreements shall be signed on behalf of "UNM" by the project manager only if he is an authorized signatory and on behalf of "EL TECNOLÓGICO" by the person responsible for the implementation of the project, only if he is duly authorized by the Director General of the Tecnológico Nacional de México to sign said specific agreements, which shall contain all elements necessary for the implementation thereof.

The specific agreements mentioned herein shall contain at least the following elements:

- a) HEADER.
 - b) BACKGROUND.
 - e) STATEMENTS OF THE PARTIES.
 - d) CLAUSES
1. PURPOSE OF THE AGREEMENT.
 2. OPERATIONAL METHODOLOGY.
 3. IMPLEMENTATION PLAN; GENERAL AND SPECIFIC SCOPE OF THE PROJECT.
 - 4 PROJECT SUPERVISION.
 5. DURATION OF THE AGREEMENT AND IMPLEMENTATION PERIOD.
 - 6 COORDINATORS RESPONSIBLE FOR MONITORING AND MANAGING THE PROJECT.
 7. EMPLOYMENT RELATIONSHIP.
 8. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION.
 9. SUSPENSION OF THE PROJECT.
 10. ACTS OF GOD OR FORCE MAJEURE.
 11. CHANGES.
 12. EARLY TERMINATION.
 13. TERMINATION.
 14. DISPUTES AND INTERPRETATION.
 15. ATTACHMENTS.

The "PARTIES" agree that the implementation of the specific objectives set out in the previous clause, will happen by means of SPECIFIC AGREEMENTS duly signed by both "PARTIES" that will be incorporated into this agreement as addenda hereto, and that shall specifically contain the elements, terms, and conditions of each individual project.

FOURTH.- JOINT OBLIGATIONS

The "PARTIES" will provide the human, technical, material and financial resources, in accordance with their objectives and available funds, necessary to achieve the commitments agreed to in this agreement. Financial contributions for the implementation of the cooperation activities covered by this agreement will be applied as specified in each SPECIFIC AGREEMENT.

FIFTH.- COORDINATORS

For the implementation of this agreement and the planned activities, each of the "PARTIES" will designate a coordinator.

For "EL TECNOLÓGICO" Maestra Imelda Vega Platas, Director of Outreach and Academic Exchange (d_vinculacion@tecnm.mx).

For "UNM" Dr. Ramiro Jordan, Associate Dean for International Programs of the School of Engineering (rjordan@unm.edu).

It is agreed that, for purposes of evaluating and monitoring the agreed actions, both coordinators will exchange written progress reports and will hold regular meetings at the headquarters of one or the other or via Internet to meet this commitment.

SIXTH.- EMPLOYMENT RELATIONSHIP.

The "PARTIES" agree that the material and human resources allocated for the implementation of this agreement will be understood to be related exclusively to the Party that hired them; hence each Party will fulfill its responsibility in any situation that may arise from the implementation of this agreement.

SEVENTH.- INTELLECTUAL PROPERTY.

The "PARTIES" agree that the work products that may be developed as a result of this legal agreement will be made by mutual agreement through the SPECIFIC AGREEMENTS referred to in the third clause of this agreement, which will determine who owns the intellectual property rights pertaining to said work products.

EIGHTH.- DISPUTES.

This agreement is a product of good faith, so the "PARTIES" agree that any dispute that may arise regarding the implementation of this agreement shall be resolved by mutual agreement between them through their coordinators referred to in the fifth clause of this agreement.

NINE.- PERIOD OF VALIDITY.

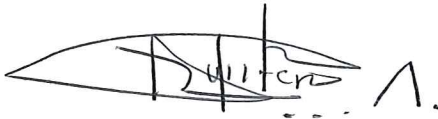
This agreement shall enter into force upon signature, shall be valid for three years, and shall renew automatically for successive three-year periods unless the "PARTIES" agree to terminate it early, in which case the "PARTIES" shall take the necessary steps to ensure that the actions that have been initiated within the framework of this agreement shall be fully completed.

The agreement may be modified as mutually agreed by the "PARTIES" in writing, or may be terminated with sixty (60) calendar days' written notice to the other party.

The "PARTIES", having read this GENERAL COOPERATION AGREEMENT and being aware of its content and scope, sign it in quadruplicate, two (2) in English and two (2) in Spanish, on July 15, 2015. Each party shall retain one original in each language.

"TECNOLÓGICO"

"UNM"



MANUEL QUINTERO QUINTERO

DIRECTOR GENERAL



ROBERT G. FRANK

PRESIDENT

13 - July - 2015