



GENERAL COOPERATION AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, ALBUQUERQUE, NEW MEXICO, USA, HEREAFTER REFERRED TO AS "UNM," REPRESENTED HEREIN BY ROBERT G. FRANK, IN HIS CAPACITY AS PRESIDENT, AND UNIVERSIDAD AUTÓNOMA CHAPINGO, MÉXICO, HEREAFTER REFERRED TO AS "UACH", REPRESENTED BY DR. JOSÉ SERGIO BARRALES DOMÍNGUEZ, IN HIS CAPACITY AS RECTOR, WHO WILL BE JOINTLY REFERRED TO AS THE "PARTIES," UNDER THE FOLLOWING TERMS:

STATEMENTS

I. "UNM" DECLARES THROUGH its LEGAL REPRESENTATIVE:

I.1. THAT "UNM" 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.

I.2. THAT ACCORDING TO UNM'S POLICY AND PROCEDURES, THE PRESIDENT IS AUTHORIZED TO SIGN COOPERATION AGREEMENTS WITH OTHER INSTITUTIONS OF HIGHER EDUCATION.

I.3. THAT ROBERT G. FRANK IS ITS LEGAL REPRESENTATIVE, WHO WAS HIRED BY THE UNM BOARD OF REGENTS ON JANUARY 4, 2012.

I.4. THAT ITS ADDRESS IS MSC05 3300, UNIVERSITY OF NEW MEXICO, ALBUQUERQUE, NM 87131-0001 USA.

II. "UACH" DECLARES THROUGH ITS LEGAL REPRESENTATIVE:

II.1. IT IS A DECENTRALIZED PUBLIC ENTITY IN CHAPINGO, ESTADO DE MÉXICO, WITH LEGAL CAPACITY CREATED BY CONGRESSIONAL DECREE PUBLISHED IN THE OFFICIAL JOURNAL OF THE STATE ON DECEMBER 30, 1974, AND REVISED BY ANOTHER DECREE PUBLISHED ON DECEMBER 30, 1997.

II.2. AMONG ITS GOALS ARE:



II.2.1. TO PROVIDE MIDDLE AND UPPER LEVEL EDUCATION (TECHNICAL, UNDERGRADUATE AND GRADUATE STUDENTS) IN ORDER TO TRAIN TEACHERS, RESEARCHERS AND TECHNICIANS WITH HUMANISTIC, NATIONALIST, DEMOCRATIC AND CRITICAL JUDGMENT TO CONTRIBUTE TO THE SOLUTION OF PROBLEMS IN RURAL AREAS;

II.2.2. TO DEVELOP SCIENTIFIC, TECHNOLOGICAL, AND BASIC RESEARCH LINKED TO TEACHING IN ORDER TO OBTAIN THE BEST ECONOMIC AND SOCIAL USE OF AGRICULTURAL, FOREST, AND OTHER NATURAL RESOURCES OF THE COUNTRY AND TO FIND NEW PROCEDURES THAT MEET THE NEEDS FOR INDEPENDENT NATIONAL DEVELOPMENT;

II.2.3. TO PRESERVE, DISSEMINATE, AND ENHANCE CULTURE AND TO PROMOTE THE DEVELOPMENT OF MAN, ESPECIALLY IN RURAL AREAS, TO ACHIEVE A MORE JUST AND CREATIVE SOCIETY.

II.3. ITS LEGAL REPRESENTATIVE, DR. JOSÉ SERGIO BARRALES DOMÍNGUEZ, IN HIS CAPACITY AS RECTOR, HAS THE NECESSARY AUTHORITY TO SIGN THIS AGREEMENT IN ACCORDANCE WITH ARTICLE 10 IN THE LAW CITED IN CLAUSE II.1 OF THIS AGREEMENT AND CLAUSES 39 AND 42 OF UNIVERSITY POLICY.

II.4. THAT THE LEGAL AUTHORITY OF DR. JOSÉ SERGIO BARRALES DOMÍNGUEZ IS ATTESTED TO BY NOTARY NO. 43,870, VOLUME 830, DATED 25 JUNE 2015, BEFORE LIC. JUAN CARLOS PALAFOX VILLALVA, NOTARY PUBLIC N° 16 IN TEXCOCO, EDO. DE MÉXICO.

II.5. THAT THE LEGAL ADDRESS FOR THE PURPOSES OF COMUNICATION RELATED TO THIS AGREEMENT IS: KM 38.5 CARRETERA MÉXICO-TEXCOCO, EDIFICIO DE RECTORÍA, CHAPINGO, TEXCOCO, ESTADO DE MÉXICO, POSTAL CODE 56230.

III. THE "PARTIES" DECLARE THROUGH THEIR REPRESENTATIVES THAT:

THROUGH THEIR RESEARCH UNITS, AND THROUGH THEIR DEPARTMENTS AND UNITS THAT COLLABORATE WITH THE DESIRE TO ESTABLISH COOPERATIVE RELATIONS OF MUTUAL BENEFIT TO DEVELOP ACADEMIC AND CULTURAL EXCHANGES BETWEEN THE TWO INSTITUTIONS THROUGH MUTUAL ASSISTANCE IN THE AREAS OF EDUCATION, RESEARCH, AND OTHER RELATED ACADEMIC AREAS, THEY AGREE TO THE FOLLOWING:

#### TERMS

##### FIRST: OBJECTIVE

THE OBJECTIVE OF THIS GENERAL COOPERATION AGREEMENT IS TO MAKE, DESIGN, DEVELOP, AND IMPLEMENT PROJECTS AND ACTIVITIES OF MUTUAL INTEREST, SUBJECT TO THE CONSENT OF THE "PARTIES," RELATED TO ANY PROGRAM OF BOTH UNIVERSITIES THAT IS DESIRED AND FEASIBLE FOR THE



PARTIES AND THAT MAY CONTRIBUTE TO PROMOTING AND DEVELOPING COLLABORATIVE RELATIONSHIPS BETWEEN THE TWO UNIVERSITIES.

**SECOND: COOPERATION.**

2.1 THE PARTIES ARE WILLING IN PRINCIPLE TO COOPERATE ON VARIOUS ACTIVITIES, SUCH AS:

- A) HOSTING OF SHORT-TERM STUDY ABROAD STUDENTS;
- B) COLLABORATIVE RESEARCH, COURSES, CONFERENCES, SEMINARS, SYMPOSIA, AND LECTURES;
- C) EXCHANGE OF STUDENTS THAT ARE PARTICIPATING IN JOINT RESEARCH ACTIVITIES AND OTHER PROJECTS THAT ARE OF MUTUAL INTEREST;
- D) THE ORGANIZATION OF JOINT RESEARCH ACTIVITIES, WHICH WILL BE SUPPORTED WITH THE EXCHANGE OF PROFESSORS AND STUDENTS;
- E) THE JOINT COORDINATION OF CONFERENCES, SIMPOSIA, SUMMER COURSES, ETC.
- F) THE EXCHANGE OF PUBLICATIONS FOR SCIENTIFIC, ACADEMIC, TEACHING, AND DISSEMINATION PURPOSES, IN ORDER TO STRENGTHEN THE EXISTING FRIENDLY RELATIONS BETWEEN THE TWO UNIVERSITIES;
- G) THE DEVELOPMENT OF NEW INTELLECTUAL PROPERTY, WHICH MAY RESULT IN THE COMMERCIALIZATION OF NEW TECHNOLOGIES IN THE COUNTRIES OF BOTH UNIVERSITIES;
- H) OTHER ACTIVITIES OF INTEREST TO THE "PARTIES."

2.2 THIS AGREEMENT SHALL BE IDENTIFIED AS THE PARENT DOCUMENT OF ANY SPECIFIC PROGRAM AGREEMENT BETWEEN THE PARTIES. EACH TYPE OF COOPERATION SHALL PROCEED ACCORDING TO THE TERMS AND CONDITIONS OF A SPECIFIC PROGRAM AGREEMENT. EACH SPECIFIC PROGRAM AGREEMENT SHALL MEMORIALIZE ALL THE COMMITMENTS MADE BY EACH PARTY AND SHALL NOT BECOME EFFECTIVE UNTIL IT HAS BEEN APPROVED AND SIGNED BY THE PARTIES' DULY AUTHORIZED REPRESENTATIVES.

2.3 THE SCOPE OF ACTIVITIES UNDER THIS AGREEMENT SHALL BE DETERMINED BY THE FUNDS REGULARLY AVAILABLE AT BOTH INSTITUTIONS FOR THE COLLABORATION DESCRIBED IN EACH SPECIFIC PROGRAM AGREEMENT, AND RELATED FUNDS OBTAINED BY EITHER INSTITUTION FROM EXTERNAL SOURCES. EACH INSTITUTION SHALL BE RESPONSIBLE FOR ALL EXPENSES INCURRED BY ITS EMPLOYEES UNDER THIS AGREEMENT, EXCEPT AS MAY BE STIPULATED IN ANY SPECIFIC PROGRAM AGREEMENT.

**THIRD: STRATEGIES.**

THE SPECIFIC PROGRAM AGREEMENTS MENTIONED IN THE PREVIOUS CLAUSE WILL DESCRIBE IN DETAIL THE OBJECTIVES, ACTIVITIES TO DEVELOP, TIMELINE, RESPONSIBILITIES, FINANCIAL AND MATERIAL ASPECTS, PAYMENTS, AS WELL AS ALL INFORMATION AND DOCUMENTS NECESSARY TO ACCURATELY DETERMINE THE GOALS AND ECONOMIC SCOPE OF EACH ONE OF THE ABOVE MENTIONED PROGRAMS.



**FOURTH: EMPLOYMENT RELATIONSHIP.**

THE SPECIFIC PROGRAM AGREEMENTS MENTIONED IN THE SECOND CLAUSE WILL STIPULATE THAT THE PERSONNEL OF EACH INSTITUTION THAT IS ASSIGNED TO WORK ON ANY JOINT PROJECT WILL REMAIN UNDER THE SOLE SUPERVISION OF THEIR EMPLOYING INSTITUTION, DESPITE PERFORMING SERVICES AWAY FROM THEIR EMPLOYER'S FACILITIES.

IF EMPLOYEES OF INSTITUTIONS OR PERSONS OTHER THAN THE "PARTIES" PARTICIPATE IN THE IMPLEMENTATION OF A PROJECT THEY WILL REMAIN UNDER THE SOLE SUPERVISION OF THEIR EMPLOYER, SO THEIR PARTICIPATION WILL NOT CREATE AN EMPLOYMENT RELATIONSHIP WITH "UNM" OR "UACH."

**FIFTH: INTELLECTUAL PROPERTY.**

EACH OF THE SPECIFIC PROGRAM AGREEMENTS MENTIONED IN THE THIRD CLAUSE WILL INCLUDE THE STIPULATIONS NEEDED TO GOVERN MATTERS CONCERNING THE INTELLECTUAL PROPERTY OF THE MATERIALS THAT ARE PRODUCED AS A RESULT OF THE "PARTIES" JOINT ACTIVITY, AND CONCERNING ALL INDUSTRIAL-TYPE PROPERTY RIGHTS (PATENTS, CERTIFICATES OF INVENTION, INDUSTRIAL MODELS OR DRAWINGS, ETC.) THAT COULD BE DERIVED FROM THE PROJECTS AND RESEARCH.

**SIXTH: NOTICES.**

GENERAL AND ADMINISTRATIVE NOTICES RELATED TO THIS AGREEMENT SHALL BE DIRECTED TO THE DEPARTMENT OF ACADEMIC EXCHANGE AND INTERNATIONAL AFFAIRS AT UACH AND TO THE GLOBAL EDUCATION OFFICE AT UNM.

ALL NOTICES REQUIRED HEREUNDER SHALL BE IN WRITING AND DELIVERED BY A DULY AUTHORIZED REPRESENTATIVE OF THE PARTY GIVING THE NOTICE AND SENT BY EMAIL TRANSMISSION TO THE FOLLOWING ADDRESSES.

FOR "UNM":

DIRECTOR, GLOBAL EDUCATION OFFICE  
UNIVERSITY OF NEW MEXICO  
MSC06 3850  
ALBUQUERQUE, NM 87131-0001 USA  
(1) (505) 277-4032; e-mail: geo@unm.edu

FOR "UACH":

JEFE DEL DEPARTAMENTO DE INTERCAMBIO ACADÉMICO Y ASUNTOS INTERNACIONALES  
KM. 38.5 CARRETERA MÉXICO TEXCOCO  
EDIFICIO EFRAIM HERNÁNDEZ XOLOCOTZI



CHAPINGO, TEXCOCO, EDO. DE MÉXICO, CÓDIGO POSTAL 56230  
TEL. 01595 9521615  
CORREO: intecambioacad\_correo.chapingo.mx

EITHER PARTY MAY CHANGE ITS EMAIL ADDRESS FOR NOTICE PURPOSES BY PROVIDING PRIOR WRITTEN NOTICE TO THE OTHER PARTY. ANY NOTICE SENT BY EMAIL SHALL BE DEEMED TO HAVE BEEN DELIVERED AT THE TIME OF CONFIRMATION OF RECEIPT BY THE ADDRESSEE.

**SEVENTH: TERM OF THE AGREEMENT**

THIS TERM OF THIS AGREEMENT SHALL BE FIVE (5) YEARS EFFECTIVE FROM THE DATE OF THE LAST SIGNATURE. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE FIVE-YEAR TERMS UNLESS TERMINATED AS PROVIDED BELOW. THIS AGREEMENT MAY BE AMENDED OR MODIFIED BY MUTUAL CONSENT OF THE "PARTIES", USING THE APPROPRIATE LEGAL MEANS.

**EIGHT: TERMINATION OF AGREEMENT**

WITHOUT ANY PREJUDICE TO THE PROVISIONS OF THE PREVIOUS CLAUSE, EITHER PARTY MAY TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTIFICATION TO THE OTHER PARTY, NINETY DAYS IN ADVANCE. TERMINATION OF THIS AGREEMENT WILL NOT AFFECT THE COMPLETION OF SPECIFIC PROJECTS, UNLESS THE "PARTIES" AGREE OTHERWISE.

**NINTH: CIVIL LIABILITY**

IT IS AGREED THAT THE "PARTIES" WILL NOT BE HELD RESPONSIBLE FOR DAMAGES THAT MAY BE CAUSED BY ACTS OF GOD OR FORCE MAJEUR, OR PARTICULARLY BY A STRIKE OF ACADEMIC OR ADMINISTRATIVE PERSONNEL.

**TENTH: DISPUTES.**

THIS AGREEMENT IS SIGNED IN GOOD FAITH AND IN ACCORDANCE WITH THE ADMINISTRATIVE RULES AND PROCEDURES GOVERNING EACH PARTY. THEREFORE, ANY DISPUTE THAT MAY ARISE CONCERNING ITS INTERPRETATION AND IMPLEMENTATION WILL BE RESOLVED AMICABLY THROUGH NEGOTIATIONS.

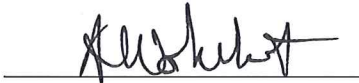
THIS DOCUMENT MEMORIALIZES THE PARTIES' ENTIRE AGREEMENT. THE PARTIES SHALL SIGN FOUR (4) ORIGINALS OF THIS AGREEMENT, TWO (2) IN ENGLISH AND TWO (2) IN SPANISH. EACH PARTY SHALL RETAIN ONE ORIGINAL IN EACH LANGUAGE. ANY CONFLICT BETWEEN THE ENGLISH AND SPANISH VERSIONS WILL BE RESOLVED IN FAVOR OF THE ENGLISH VERSION.



FOR "UNM"



DR. ROBERT G. FRANK  
PRESIDENT

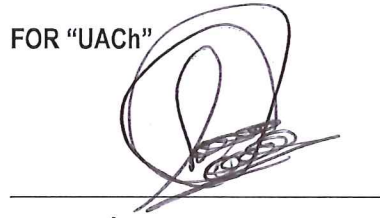


DR. AMY WOHLERT  
CHIEF OF STAFF AND WITNESS

Date: 28 August 2015



FOR "UACH"



DR. JOSÉ SERGIO BARRALES DOMÍNGUEZ,  
RECTOR



ING. EDGAR LÓPEZ HERRERA  
DIRECTOR GENERAL OF ACADEMICS



M.C. JOSÉ MANUEL ARCEO ARCEO  
DIRECTOR OF AGRICULTURE PROGRAM  
AND WITNESS

Date: 11 de septiembre de 2015

General cooperation agreement UA Chapingo-UNM