

Centro de Investigación y de Estudios Avanzados del I.P.N.

Cinvestav



UMass | Dartmouth

MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTRO DE INVESTIGACIÓN Y DE ESTUDIOS AVANZADOS DEL INSTITUTO POLITÉCNICO NACIONAL OF THE MEXICAN UNITED STATES AND THE UNIVERSITY OF MASSACHUSETTS DARTMOUTH OF THE UNITED STATES OF AMERICA

The Centro de Investigación y de Estudios Avanzados (CINVESTAV) del Instituto Politécnico Nacional, México and The University of Massachusetts (UMassD) Dartmouth of the United States of America, herein after referred to as "the Parties";

ANIMATED by the desire to strengthen ties of friendship and understanding among them;

CONVINCED of the importance of establishing mechanisms that contribute to strengthen cooperation in fields of mutual interest and the need to implement cooperation programs and cultural and educational exchange, to match the dynamics of the new international environment;

CONSCIOUS of the importance of combining efforts to harness and enhance their cooperation;

Have agreed as follows:

ARTICLE 1

The objective of the present Agreement is to establish the legal framework between the Parties, to develop scientific, technological and academic cooperation activities, through the implementation of specific projects and programs in areas of mutual interest.

ARTICLE 2

According to the areas, both Parties will carry out the following activities of cooperation:

- a) to collaborate in networks, work teams and research and development projects in the areas or disciplines of mutual interest;
- b) to promote the exchange post-graduate students, and researchers;
- c) Development of joint teaching courses, projects, jointly guiding students for their projects/ thesis work

- d) to jointly participate in on-going research projects and/or develop studies and reports;
- e) planning and handling of academic programs and courses, as well as to organize seminars, workshops and conferences;
- f) to exchange experiences in teaching, research and industrial matters;
- g) to participate jointly and with collaborators from other research centers, in Networks or team works aimed at graduate and post-graduate research training in above mentioned research areas and their related disciplines, and
- h) any other areas of mutual interest agreed upon by the Parties.

The operation of this Agreement is not conditional on the parties to establish projects in all areas and modes of operation referred to in this Article.

Parties are not obligated to participate in cooperative activities for which there is internal ban resulting from a law, institutional policy or custom.

ARTICLE 3

Specific projects and projects in areas of common interest will form an integral part of this Agreement, and shall specify, as applicable, the following aspects: activities to develop, calendar of activities, responsibilities of each Party, human resources, financial and material resources allocated, assessment forms, employment relation, insurance and liability, intellectual property protection, import/export of materials and equipment, information protection, and any other information that the Parties deem appropriate.

ARTICLE 4

The duration of exchange visits will be determined by mutual consent. Such visits may be for one year, one semester or shorter.

ARTICLE 5

For the implementation, supervision, and follow-up of the activities herein contemplated, a Follow-Up Committee integrated by a representative of each Party will be established as following:

- For CINEVESTAV, Dr. Luis Moreno Armella, Professor/Researcher, Department of Educational Mathematics and;
- For the UMassD _____

The Follow-Up Committee will meet with the frequency and location in which the parties deem appropriate, to assess aspects arising from the implementation of this Agreement and shall have the following functions:

- a) to plan, promote, supervise, and evaluate all the activities undertaken by this Agreement;
- b) to establish internal norms for the functioning of the follow-up Committee;
- c) to create such Sub-Committees as might be pertinent for the development of the cooperation activities;
- d) to submit to the Parties all proposals, reports, agreements or decisions requiring sanction or ratification, and
- e) any other functions that the Parties may agree upon.

ARTICLE 6

Both Parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

ARTICLE 7

Both parties agree to exercise their best efforts in securing outside funding for joint projects.

ARTICLE 8

Both parties acknowledge that visits by faculty and students from one party to the other shall be subject to the entry and visa regulations of the UMassD and CINVESTAV, and shall comply with the regulations and policies of the Parties.

ARTICLE 9

It is understood that both the UMassD and CINVESTAV subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin. Both Parties shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.

ARTICLE 10

The present Agreement shall enter into force from the date of its signature and shall remain in force for a five (5) years period, and may be renewed for equal periods, prior evaluation of both Parties.

The present Agreement may be modified by mutual consent of the Parties, formalized by written communications, specifying the date of its enforcement.


Either Party may terminate the present Agreement, at any moment, by written notification given to the other Party with sixty (60) days in advance.

The anticipated termination of the present Agreement shall not affect the conclusion of the cooperation activities, formalized while it was in force

Signed in Mexico City and ~~DARTMOUTH~~, the 5th day of OCTOBER of 2009, in two original copies in English and Spanish language, being both texts equally authentic.

**FOR THE CENTRO DE INVESTIGACIÓN
Y DE ESTUDIOS AVANZADOS DEL
INSTITUTO POLITÉCNICO NACIONAL
OF THE MEXICAN UNITED STATES**

**FOR THE UNIVERSITY OF
MASSACHUSETTS DARTMOUTH OF
THE UNITED STATES OF AMERICA**


Dr. José Pablo René Asomoza y Palacio
General Director


Dr. Jean F. MacCormack
Chancellor