



GENERAL AGREEMENT OF COOPERATION BETWEEN THE INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES AND WUHAN UNIVERSITY OF TECHNOLOGY OF THE PEOPLE'S REPUBLIC OF CHINA

The Instituto Politécnico Nacional (IPN), of the United Mexican States and the Wuhan University of Technology (WUT) of the People's Republic of China, hereinafter referred to as the Parties.

CONVINCED of the importance to promote and encourage academic cooperation activities to strengthen cooperation, academic programs and research and education, as well as the exchange of professors, researchers and students.

INTERESTED in establishing and promoting cooperative relations in the sphere of competence of the signers institutions.

CONSIDERING the provisions of the Cultural and Educational Cooperation Agreement between the Government of the United Mexican States and the Government of the People's Republic of China signed in Beijing City on October 27th, 1978.

They have agreed as follows:

ARTICLE I
Objective

The purpose of this Agreement is to establish the legal frame of reference based on which the Parties shall carry out academic cooperation activities through research projects, student exchange, researchers exchange and joint participation in academic programs, in the common interest areas.

ARTICLE II
Modalities of Cooperation

The Parties agree that cooperation activities referred to in this Agreement shall be carried out, declarative, but not limited to, through the following ways:

- a) academic exchange of students or teachers;
- b) development of research projects;
- c) exchange of information, documentation and educational and scientific publications;
- d) common organization of conferences, seminars and symposiums;
- e) participation in international consortia to carry out academic projects and specific research;
- f) joint participation in academic programs with a double diploma;
- g) co-supervision of theses;
- h) joint participation in master and doctoral programs;
- i) participation in sports and cultural activities, and
- j) Any other academic actions agreed by the parties.

The operation of this Agreement is not conditional upon the Parties to establish projects in all forms of cooperation referred to in this Article.

The Parties are not required to cooperate in activities for which there is internal prohibitions derived by law, institutional policy or custom.

Handwritten signature and date: 2018/10/27

ARTICLE III

Scope

The Parties agree to carry out the modalities of cooperation under this Agreement, with full respect for their respective powers, regulations, institutional directives and national laws.

ARTICLE IV

Specific Agreements of Cooperation

The Parties may conclude Specific Agreements of Cooperation in which the activities will be executed.

ARTICLE V

Financing

The Parties shall finance cooperation activities with the resources allocated in their budgets according to their availability, and budgetary provisions affected by national legislation.

The Parties may use alternative financing mechanisms for the implementation of cooperation activities or specific funding arrangements agreed.

ARTICLE VI

Intellectual Property

If as a result of the cooperation activities developed under this Agreement will generate products of commercial value and/or intellectual property rights, they are governed by the international conventions that are binding on the United Mexican States and the People's Republic of China.

ARTICLE VII

Responsible

The Parties agree to designate those Responsible, as follows:

The "IPN" designates as responsible:

Name: Dr. Enrique Durán Páramo
Position: Coordinator for Academic Cooperation
Phone: +52 (55) 57.29.60.28
Mail: eduran@ipn.mx

The "WUT" designates as responsible:

Name: Prof. Dr. Chen Fei
Position: Coordinator for Academic Cooperation
Phone: +86 (27) 87 16 86 06
Mail: chenfei027@gmail.com

ARTICLE VIII

Employment relationships

The personnel assigned by each of the Parties to carry out the cooperation activities under the direction of the institution to which they belong, so it will not create a labor relations with the other Party, which shall not be considered a substitute employer or solidarity.

ARTICLE IX

Insurance

The Parties shall verify that personnel involved in cooperation activities provided health, personal injury and life insurance, in order that in case of a loss resulting from the implementation of this Agreement, which observes repair or compensation, shall be covered by the insurance company.

ARTICLE X

Civil Liability

The Parties expressly exempt any liability that might be generated in connection with cooperation activities covered by this Agreement, except in the case of gross negligence or willful misconduct.

**ARTICLE XI
Dispute Resolution**

Any dispute arising from the interpretation or application of this Agreement shall be resolved by responsible, designated in Article VII.

**ARTICLE XII
Final Provisions**

This Agreement shall be in force from the date of signature and shall continue in force for a period of five (5) years. It may be renewed for equal periods, after evaluation of the Parties, formalized by writing.

This Agreement may be modified by mutual consent of the Parties, formalized through written communications specifying the date of entry into force.

Either Party may terminate this Agreement at any time by written notice to the other Party thirty (30) days in advance.

The termination of this Agreement shall not affect the conclusion of the programs or projects that would have formalized during its term. The Parties shall take the necessary measures to ensure its conclusion.

This Agreement is signed in two original copies in English language, each being authentic texts and shall become effective from the last date of signature of The Parties.

On behalf of
**INSTITUTO POLITÉCNICO NACIONAL OF THE
UNITED MEXICAN STATES**


Yoloxóchitl BUSTAMANTE DÍEZ, PhD
General Director

On behalf of
**WUHAN UNIVERSITY OF TECHNOLOGY OF
THE PEOPLE'S REPUBLIC OF
CHINA**

Zhang LIANMENG, Prof.
Vice President


Oscar Jorge SUCHIL VILLEGAS, BSc
Secretary of Extension and Social Integration

JURIDICAL APPROVAL


Adriana CAMPOS LÓPEZ, JLB
General Lawyer

Place and Date: Oct. 14 2013
Mexico, City, _____

Place and Date: _____
Beijing, City _____