



GENERAL AGREEMENT OF COOPERATION BETWEEN THE INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES AND THE HELMHOLTZ-ZENTRUM GEESTHACHT ZENTRUM FÜR MATERIAL – UND KÜSTENFORSCHUNG GmbH OF THE FEDERAL REPUBLIC OF GERMANY

The Instituto Politécnico Nacional (IPN), of the United Mexican States, established in "Unidad Profesional "Adolfo López Mateos", Edificio de la Dirección General, Luis Enrique Erro s/n, Colonia Zacatenco, Delegación Gustavo A. Madero, Código Postal 07738, México, Distrito Federal, and the Helmholtz-Zentrum Geesthacht Zentrum für Material – und Küstenforschung GmbH (HZG), Max-Planck-Straße 1, 21052 Geesthacht, Federal Republic of Germany, 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 signatory institutions.

CONSIDERING the provisions of the Cultural and Educational Cooperation Agreement between the Government of the United Mexican States and the Government of the Federal Republic of Germany signed in Mexico City on February 1st, 1977.

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 and mutual benefit.

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) 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.

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 Federal Republic of Germany.

ARTICLE VII
Responsible Persons

The Parties agree to designate those Responsible, as follows:

The "IPN" designates as responsible person:

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

The "HZG" designates as responsible person:

Name: Dr. Dietmar Letzig
Position: Head of the department Wrought Magnesium Alloys
Phone: +49 4152 87-1994
Mail: dietmar.letzig@hgz.de

ARTICLE VIII
Employment Relationship

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

ARTICLE IX
Entry, Stay and Exit of Participants

Participants will be submitted to the immigration, tax, customs, health and national security laws in the host country and shall not engage in any activity unrelated to their duties without the prior permission of the competent authorities in this matter. Participants will leave the host country, in accordance with the laws and provisions.




**ARTICLE X
Insurance**

The Parties shall verify that their personnel involved in cooperation activities hold health, liability, 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 XI
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 XII
Dispute Resolution**

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

**ARTICLE XIII
Final Provisions**

This Agreement shall become effective from the date of the last signature of the Parties 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, within sixty calendar days prior to its expiration.

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 6 months in advance.

The termination of this Agreement shall not affect the conclusion of the programs or projects that would have been 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.

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



Dr. Yoloxóchitl BUSTAMANTE BUIEZ
General Director

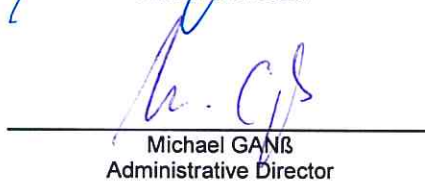


BsC. Oscar Jorge SÚCHIL VILLEGAS
Secretary of Extension and Social Integration

On behalf of
**HELMHOLTZ-ZENTRUM GEESTHACHT
ZENTRUM FÜR MATERIAL – UND
KÜSTENFORSCHUNG GmbH**

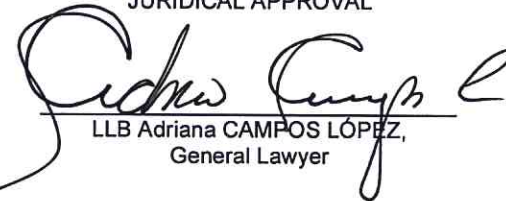


Prof. Dr. Wolfgang KAYSSER
Scientific Director



Michael GANß
Administrative Director

JURIDICAL APPROVAL



LLB Adriana CAMPOS LÓPEZ,
General Lawyer

Place and Date:
Mexico City, 2nd June, 2014

Place and Date: 1 1. JUL 2014
Geesthacht, _____

