



GENERAL AGREEMENT OF COOPERATION BETWEEN THE INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES AND THE UNIVERSITY OF GUYANA OF THE CO-OPERATIVE REPUBLIC OF GUYANA

The Instituto Politécnico Nacional (IPN), of the United Mexican States and the University of Guyana (UG) of the Co-operative Republic of Guyana, hereinafter referred to as "the Parties";

CONVINCED of the importance to promote and encourage academic cooperation activities to strengthen 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 Parties;

CONSIDERING the provisions of the Scientific and Technical Cooperation Basic Agreement between the Government of the United Mexican States and the Government of the Cooperative Republic of Guyana, signed in Panama City, on June 03rd, 1996;

Have agreed as follows:

ARTICLE I
Objective

The objective of this Agreement is to establish the legal framework of reference, based on which the Parties shall carry out academic cooperation activities in 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 modalities:

- a) exchange of students and/or teachers;
- b) development of research projects;
- c) exchange of information, documentation and educational and scientific publications;
- d) joint 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 modality agreed upon by the Parties.

The operation of this Agreement shall not condition upon the Parties to cooperate in all modalities referred to in this Article.

The Parties shall not be bound to cooperate in those activities which there is an internal prohibitions derived by law, institutional guideline or custom.

ARTICLE III Scope

The Parties agree to carry out the modalities of cooperation under this Agreement, with full respect to their respective competences, regulations, institutional guidelines and applicable national legislation.

ARTICLE IV Specific Agreements

The Parties may formalize Specific Agreements on which the activities will be executed shall be detailed the activities to be executed, must be specified, for each one, the following aspects: objectives and activities to develop; work schedule; if applicable profile, number and stay of the assigned personnel; funding; responsibility of each Party; allocation of human and material resources; evaluation mechanism and any other information that deem appropriate.

ARTICLE V Financing

The Parties shall finance cooperation activities with the resources allocated in their budgets subject to their availability, and budgetary provisions, in accordance with their respective national regulation on this matter.

The Parties may use alternative financing mechanisms and/or to agree specific funding arrangements for the implementation of cooperation activities.

ARTICLE VI Intellectual Property

If as a result of the cooperation activities developed under this Agreement, products of commercial value and/or intellectual property rights are generated, they shall be governed by the applicable national legislation, as well as the international conventions on the matter binding for the United Mexican States and the Co-operative Republic of Guyana.

ARTICLE VII Responsible

For the execution of this Agreement the Parties designate as Responsible:

For the IPN:

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



For the UG:

Name: M. Sc. & Eng. Isidro Espinosa
Position: Head-Department of Mechanical Engineering
Phone: (592) 6.50.03.73
Mail: isidro_eem@yahoo.com.mx

The Responsible shall meet periodically in a place agreed by the Parties, in order to evaluate the results derived from the application of this Agreement, being in charge the following functions:

- a) adopt the necessary decisions in order to fulfil the objective of this Agreement;
- b) identify areas of common interest to elaborate and formulate Specific Cooperation Agreements;
- c) develop, organize and guide relevant recommendations for the execution of cooperation activities of this Agreement, and
- d) any other function agreed upon by the Parties.

The Responsible may elaborate reports about the development and achievements on this Agreement and shall communicate the reports to their respective Ministries of Foreign Affairs, as well as the bilateral instances mutually agreed.

ARTICLE VIII Labour Relation

The personnel assigned by each one of the Parties to carry out the cooperation activities under this Agreement, shall remain under the direction and dependence of the institution to which they belong, for no labour relations shall be established with the other Party, which in no case shall be considered as a substitute or joint employer.

ARTICLE IX Entry and Departure of Personnel

The Parties shall lean on their competent authorities to grant the necessary facilities for the entry, stay and departure of the personnel who are officially involved in the Specific Cooperation Agreements under this Agreement. These personnel shall be subject to the migration, fiscal, customs, sanitary and national security legislation in force in the receiving country, shall not be able to participate in any other activity that does not pertain to their functions, and shall leave the receiving country in accordance with its laws and regulations.

ARTICLE IX Insurance

The Parties shall verify that personnel participating in cooperation activities under this Agreement have health, personal injury and life insurance, in order that in case of a loss resulting from the development of such activities, which observes repair or compensation, shall be covered by the corresponding insurance institution.



**ARTICLE X
Civil Liability**

The Parties are exempted from any civil liability which may arise as a result of the execution of cooperation activities referred to in this Agreement, except in the case of gross negligence or wilful misconduct.

**ARTICLE XI
Settlement of Dispute**

Any difference derived from the interpretation or application of this Agreement shall be resolved by the Parties, through the responsible designated in Article VII.

**ARTICLE XII
Final Provisions**

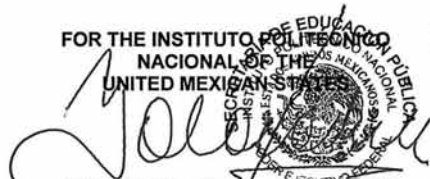
This Agreement shall enter into force on the date of its signature and shall remain in force for a period of five (5) years renewable for periods of equal duration, formalized by writing.

This Agreement may be modified by mutual consent of the Parties, formalized through written communications in which the date of its entry into force shall be specified.

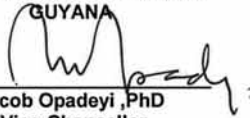
Either Party may terminate this Agreement at any time by written notice to the other Party with thirty (30) days in advance.

The termination of this Agreement shall not affect the conclusion of the cooperation activities that would have formalized while it was in force. The Parties shall take the necessary measures to ensure its conclusion.

Signed in the city of _____, on June 3th, two thousand and 14,
in two original copies in English language, both texts being authentic.

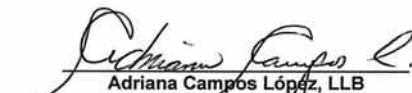
FOR THE INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES

Yoloxóchitl Bustamante Díez, PhD
General Director


Oscar Jorge Súcil Villegas, B.Sc.
Secretary of Extension and Social Integration

FOR THE UNIVERSITY OF GUYANA OF THE CO-OPERATIVE REPUBLIC OF GUYANA

Jacob Opadeyi, PhD
Vice-Chancellor



JURIDICAL APPROVAL


Adriana Campos López, LLB
General Lawyer

