

GENERAL AGREEMENT OF COOPERATION BETWEEN THE INSTITUTO POLITÉCNICO NACIONAL OF THE UNITED MEXICAN STATES AND THE NATIONAL TAIWAN UNIVERSITY OF SCIENCE AND TECHNOLOGY

The Instituto Politécnico Nacional (IPN), of the United Mexican States and the National Taiwan University of Science and Technology (TAIWAN TECH), 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;

Have agreed as follows:

**ARTICLE I
Objective**

The objective of this Agreement is to establish the basis by 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 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 are an internal prohibitions derived by law, institutional guideline or custom.

ARTICLE III

Scope

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

ARTICLE IV

Specific Agreements of Cooperation

The Parties may formalize specific agreements of cooperation, which will detail the activities to be executed, and must specify, for each, the objectives and activities to develop; work schedule; if applicable, profile number of people involved and the period of the assigned personnel; financing; commitments by each Party; allocation of human and material resources; evaluation mechanism and any other information deemed necessary.

ARTICLE V

Financing

The Parties shall finance cooperation activities referred to in this Agreement, with the resources allocated in their respective budgets, according to their availability, budgetary appraisal and the provisions of their national legislation.

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.

ARTICLE VII

Responsible

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

For the "IPN":

Name: Dr. Enrique Durán Páramo
Position: Coordinator for Academic Cooperation
Phone: +52 (55) 57 29 60 28
Mail: eduran@ipn.mx

For the "TAIWAN TECH":

Name: Dr. Cheng-Kang Lee
Position: Dean of International Affairs
Phone: +886 (0)2 2730 1130
Mail: cklee@mail.ntust.edu.tw

ARTICLE VIII

Labour Exclusion

The personnel assigned by each 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, no will generate labour relations with the other Party, which in no case shall be considered as a substitute or joint employer.

ARTICLE IX

Personnel Incoming and Outgoing

The Parties agree to cooperate with each other, providing the necessary information and documents for immigration procedures necessary for the entry, stay and departure of participants in the cooperation activities in the receiving country; however, say they will be the sole responsibility of the participants to perform in a timely manner the necessary steps and the corresponding payments.

The Parties shall ensure that the participants have obtained permits and other immigration documents provided by the laws of the host country, in addition, participants must commit to their home institution, to observe consistently the tax immigration laws, customs, sanitary and national security and shall not engage in activities other than cooperation actions previously agreed by the Parties.

**ARTICLE X
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 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 last signature and shall remain in force for a period of five (5) years and may be renewed for periods of equal duration, previous evaluation of the Parties, by written, duly signed by the officials authorized for this purpose, in which the Parties manifest the wish to continue with this Agreement.

This Agreement may be modified by mutual consent of the Parties, formalized by written, duly signed by the officials authorized for this purpose.

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

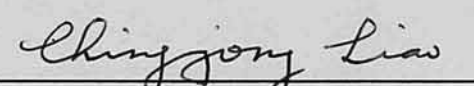
This Agreement is signed in two original copies in English language, both texts being equally authentic.

**FOR THE INSTITUTO POLITÉCNICO
NACIONAL OF THE UNITED MEXICAN
STATES**




**Dr. Enrique Pablo Alfonso
FERNÁNDEZ FASSNACHT**
General Director

**FOR THE NATIONAL TAIWAN UNIVERSITY
OF SCIENCE AND TECHNOLOGY**



Dr. Ching-Jong LIAO
President

JURIDICAL APPROVAL



David CUEVAS GARCÍA
General Attorney



Place and Date:
México, City, January 27th, 2015.

Place and Date:
Taipei, Feb. 1, 2015