

REGISTRO DE LOS ACUERDOS INTERINSTITUCIONALES DE LOS GOBIERNOS LOCALES DE MÉXICO

coordinacionpolitica.sre.gob.mx

Nombre del Acuerdo:	Acuerdo de Cooperación entre el Instituto Tecnológico de Aguascalientes, de los Estados Unidos Mexicanos, y el Instituto Tecnológico de Chiba de Japón.
Áreas de Cooperación:	 a) Educación. b) Ciencia y tecnología. c) Cualquier otra modalidad de cooperación que las Partes convengan.
Fecha en que se firmó:	18 de abril de 2017.
Lugar donde fue firmado:	Ciudad de Aguascalientes, de los Estados Unidos Mexicanos.
Vigencia:	Cinco años a partir de la fecha de su firma.



OFICINAS DEL C. SECRETARIO Dirección General de Coordinación Política DIRECCIÓN DE GOBIERNOS LOCALES





GENERAL AGREEMENT OF COOPERATION BETWEEN THE AGUASCALIENTES INSTITUTE OF TECHNOLOGY OF THE UNITED MEXICAN STATES AND THE CHIBA INSTITUTE OF TECHNOLOGY OF JAPAN

The Aguascalientes Institute of Technology of the United Mexican States and the Chiba Institute of Technology of Japan, hereinafter referred to as "the Parties";

AIMED by the desire to develop cooperation on academic exchange;

INTERESTED in establishing cooperative relations in the sphere of their respective competences;

Have agreed as follows:

ARTICLE I OBJECTIVE

The objective of this Agreement is to establish the legal framework of reference between the Parties, based on which shall carry out 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) develop of joint research projects:
- b) exchange of professors, researches and personnel;
- c) exchange of students;
- d) exchange of scientific material, publications and information, and
- e) 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 COMPETENCE

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 COOPERATION AGREEMENTS

In order to carry out the cooperation activities referred to in this Agreement, the Parties may formalize Specific Cooperation Agreements, on which 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.

Specific Cooperation Agreements shall form an integral part of this Agreement once signed.

ARTICLE V COORDINATION AND FOLLOW-UP

For the proper coordination and follow-up of the cooperation activities developed under this Agreement, the Parties designate the following contact points:

- For the Aguascalientes Institute of Technology: Departamento de Gestión Tecnológica y Vinculación
- For the Chiba Institute of Technology of Japan: International Relations Section

ARTICLE VI FINANCING

The Parties shall finance the activities of cooperation 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.

Each Party shall bear the expenses related with their own participation, except in the case it is considered appropriate to use alternative financing mechanisms for specific activities or in the case that the Parties agree to make specific financing arrangements for such activities.

ARTICLE VII 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 Japan.



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 XI

The Parties shall promote 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 XII 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 willful misconduct.

ARTICLE XIII SETTLEMENT OF DISPUTES

Any difference derived from the interpretation or application of this Agreement shall be solved amicably through consultations between the Parties.







ARTICLE XIV 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, automatically renewed for periods of equal duration, unless either Party express to the other Party of its decision to terminate it, through written notice, with six months in advance.

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

The termination of this Agreement shall not affect the conclusion of the cooperation activities that may had been formalized while it was in force, unless the Parties agree otherwise.

Signed in <u>Aguascalientes</u>; Ags, on <u>April eighteen</u>, two thousand and <u>sixteen</u>, in two originals, each university retains one.

BY THE AGUASCALIENTES
INSTITUTE OF TECHNOLOGY OF
THE UNITED MEXICAN STATES

BY THE CHIBA INSTITUTE OF TECHNOLOGY OF JAPAN

Jesús Mario Flores Verduzco Principal

Kazuhito Komiya President

WITNESS OF HONOR

Carlos Lozano de la Torre Aguascatientes Governor