**COOPERATION AGREEMENT \_\_\_\_\_\_\_BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_ OF THE UNITES MEXICAN STATES AND** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 \_\_\_\_\_\_\_\_\_\_\_\_of the United Mexican States and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “the Parties”;

 **COMPELLED** by the will to strengthen the existing bonds of friendship and cooperation between both institutions;

 **ATTENTIVE** to fostering the development of specific cooperation programs in \_\_\_\_\_\_\_\_\_\_\_\_\_ matters;

 **AWARE** as to the importance of exchanging experiences that contribute to the strengthening of activities related to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ matters;

 **TAKING INTO CONSIDERATION** the existing Cooperation Agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the Government of the United Mexican States and the Government of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, signed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

 Have agreed as follows:

**ARTICLE I
Objetive**

 The purpose of this Agreement is to establish the legal framework for the Parties to carry out cooperation activities in the area of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**ARTICLE II
Areas of Cooperation**

 In order to achieve the objective referred to in Article I, the Parties will carry out cooperation activities in the following areas:

 a) … ;

 b) … ;

 c) … , and

 d) any other areas of cooperation the Parties may agree upon.

**ARTÍCULO III**

**Modalities of Cooperation**

In order to achieve the objective of the present Agreement, the Parties may carry out the cooperation activities that include, but are not limited to, the following modalities:

 a) attainment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ programs;

 b) exchange of significant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ data;

 c) physical exchange of …;

 d) knowledge and experience Exchange on …;

 e) exchange of …;

 f) … ; and

 g) any other modalities the Parties may agree upon.

 The execution of this Agreement will not be conditioned to the Parties establishing projects in all fields and modalities of cooperation referred to in this Article.

 The Parties will not be obliged to collaborate in activities for which a prohibition exists, whether it is internal in nature, or derived from law, or custom.

**ARTICLE IV
Work Programs and / or Technical Annexes**

**And / or Specific Collaboration Programs**

 The Parties will formulate Work Programs *(which can be annual or biannual in nature, depending on the Parties interests)* consisting of the activities or projects to be developed, which once formalized will be an integral part of this Agreement, and must contain the following information:

 a) objectives;

 b) execution schedule;

 c) allocation of human and material resources;

 d) financing;

 e) responsibilities for each of the Parties;

 f) publication of results; and

 g) any other information the Parties may see fit.

**ARTICLE V
Financing**

 The Parties shall provide financing for the activities referred to in this Agreement, with resources allocated within their own respective budgets, according to availability, budgetary allocation, and the provision of law.

 Each Party must provide for its own participation expenses, except in the case it is considered appropriate to resort to alternative financing mechanisms for specific activities, or if the Parties agree to specific financial arrangements for such activities.

**ARTICLE VI**

**Participation of Third-Party Institutions**

 The Parties, when deemed convenient, will encourage the partaking of third-party institutions, public or private, whose activities directly affect the areas of cooperation, in order to strengthen and widen the mechanisms that provide for an effective execution of this Agreement.

**ARTICLE VII
Intellectual Property**

 If as a result of the cooperation activities under this Agreement, products of commercial value and / or intellectual property rights are generated, they shall be ruled in accordance to applicable national legislation, as well as international agreements on such matters, binding to both, the Mexican United States and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**ARTICLE VIII**

**Data Protection**

 If at any moment during the deployment of the cooperation activities set forth by this Agreement, any data, material and / or equipment is identified as in need to be protected and classified, the Parties will inform the proper authorities, and shall establish, in writing, the corresponding measures to be taken.

 The transfer of any unprotected and unclassified data should be carried out in accordance to applicable national legislation and use. Any such transfer will be duly identified.

At the request of any of the Parties, the required measures shall be taken to prevent unauthorized transfer or retransfer of such data, material or equipment.

**ARTICLE IX**

**Temporary Import of Equipment and Material**

 The Parties shall grant each other with all the necessary administrative, fiscal and customs facilitations for the entry and exit into and from their territory, on a temporary basis, of the equipment and materials to be used in the carrying out of the projects, in accordance with their national legislation.

**ARTICLE X**

**Follow-up Mechanism**

 In order to achieve the best conditions for the execution of this Agreement, the Parties shall appoint a representative for each one of Them, who will serve as coordinators to the follow-up of the cooperation activities referred to by this Agreement.

 In order to achieve the best conditions for the execution of this Agreement, the Parties shall establish a Work Group or Mixed Committee.

 The Work Group or Mixed Committee shall meet annually (or as required), in order to evaluate all aspects derived from the execution of this Agreement, having the following functions.

 a) … ;

 b) …;

 c) …, and

 d) … .

 The coordinators shall formulate reports on the advancements made, and make inform of them to their respective Chancelleries, as well as any other bilateral stances they deem relevant.

**ARTICLE XI**

**Employment Relationship**

 The personnel assigned by each Party for the execution of activities derived from the present Agreement, shall continue under the direction and dependence of the institution to which he/she pertains, and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer

**ARTICLE XII**

**Personnel Entry and Exit**

 The Parties shall carry out the necessary procedures under their respective authorities in order to facilitate the entry and departure of participants who are officially involved in the projects derived from the present Agreement. Such participants shall be subject to the immigration, tax, customs, sanitary and national-security laws of the receiving country and may not partake in any activity other than those pertaining to their functions, without the previous authorization of the competent authorities in this field.

**ARTICLE XIII**

**Insurance**

 The Parties shall make sure that the personnel involved in such activities have medical, personal damage and life insurance, so that, if a damage results from such activities derived from the present Agreement, repair or indemnification shall be covered by the corresponding insurance company.

**ARTICLE XIV**

**Civil Liability**

 The parties will remain safe from any civil liability due to damages produced as a consequence of incidental event or force majeure, particularly due to stoppage of academic or administrative activities.

**ARTICLE XV**

**Other Related Instruments**

The cooperation under this Agreement shall be carried out without prejudice to the rights and obligations the Parties may have acquired under other international agreements binding them.

**ARTICLE XVI**

**Settlement of Disputes**

Any difference or divergence derived from the interpretation or application of the present Instrument shall be resolved by both Parties in common agreement.

**ARTICLE XIV**

**Disposiciones Finales**

 The present Agreement shall go into effect upon the date of its signature and shall remain in effect for up to a five (5) year period, and may be renewed for equal periods, by evaluation and acceptance, unless any one Party expresses its decision to terminate it, through written communication, six (6) months in advance.

 The present Agreement may be modified by mutual consent of the Parties, by formalizing it through written communications and specifying the date of its enforcement.

 The anticipated termination of the present Agreement shall not affect the completion of the activities, formalized while it was in force.

 Signed in the City of \_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, on the \_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_\_\_\_\_ (year), in two original and official copies in the Spanish and English languages, all texts being equally authentic.

|  |  |
| --- | --- |
| **ON BEHALF OF** *(nombre oficial de la Dependencia o Institución Nacional)**(Nombre y Cargo)* | **ON BEHALF OF (***official name of foreign Government Office, Agency or Institution)**(Name and Title)* |