

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF FOREIGN AFFAIRS, THE MINISTRY OF PUBLIC EDUCATION AND THE NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA TO PROMOTE THE COOPERATION IN THE FIELDS OF EDUCATION, RESEARCH AND SCHOLARLY ACTIVITIES

The Ministry of Foreign Affairs, the Ministry of Public Education and the National Council for Science and Technology of the United Mexican States and the Government of the State of California of the United States of America, hereinafter referred to as “the Participants”;

CONSIDERING the terms of the Memorandum of Understanding on Education between the Government of the United Mexican States and the Government of the United States of America, signed on the 8th of August of 1990, and its Appendix IX, signed on the 20th of November of 2012, in Mexico City and on November 8, 2012, in Washington D.C.

DESIRING to strengthen the existing cooperation in the fields of education, research and scholarly activities;

Have reached the following understanding:

I. OBJECTIVE

The objective of this Memorandum of Understanding is to establish the general basis and collaboration mechanisms among the Participants in order to develop and execute activities of educational cooperation, that promote the mobility and exchange of students, researchers and teachers.

II. ACTIVITIES OF COOPERATION

The Participants, within the framework of this Memorandum of Understanding, may carry out, among others, the following activities:

- a) exchange of students and teachers;
- b) implementation of joint research and scholarly activities;
- c) organization of conferences and seminars;
- d) exchange of academic materials and other information;
- e) short term stays for students and teachers;
- f) teacher training courses for English language teachers;
- g) fellowship programs for students (undergraduates and graduates), teachers, academics and researchers;
- h) online programs;
- i) other programs of educational exchange of interest to the Participants;
- j) partnerships with other counterparts to perform any of the above activities.

III. SPECIFIC AGREEMENTS OF COOPERATION

To achieve the objective of this Memorandum of Understanding, the Participants may jointly enter into specific agreements of cooperation which should specify the objectives, implementation timeline, human and material resources assignment, conditions and terms of funding and the responsibilities of each Participant, as well as other participants associated with the Participants, for the protection of intellectual property rights, dissemination of results, as well as any other aspect that the Participants deem necessary. Once formalized, the specific agreements of cooperation should constitute an integral part of this Memorandum of Understanding.

IV. OTHER INSTRUMENTS

The cooperation under this Memorandum of Understanding does not affect the rights and obligations acquired by the Participants under other international instruments to which they are a party.

V. DESIGNATED PERSONNEL

The personnel designated by the Participants for the execution of the activities related to the organization, implementation, supervision or any other action under the present Memorandum of Understanding should continue under the responsibility of their respective institutions, hence, no labor relations should be constituted with the other Participants and in no case the other Participants should be considered as substitute employers.

VI. ENTRY AND DEPARTURE OF STUDENTS, RESEARCHERS, ACADEMICS AND TEACHERS

The Participants intend to provide, in coordination with their relevant authorities, reasonable support for the entry, stay and departure of students, researchers, academics and teachers officially taking part in the cooperation activities resulting from this Memorandum of Understanding.

The participating personnel in activities related to this Memorandum of Understanding are subject to the immigration, tax, customs, health and national security provisions, and other applicable law in force in the country of the receiving Participant and may not take part in any activity other than those pertaining to their functions under this Memorandum of Understanding, without the authorization of the appropriate authorities. The participants should leave the country of the receiving Participant in accordance with its laws.

VII. LIABILITY

Participants have no liability for damages arising from the failure to perform its participation under this Memorandum of Understanding if it is prevented or delayed in performing such participation by an event or circumstance, which is beyond the control and without the fault of the affected party, including wars, riots, strikes, and earthquakes, floods, fires, or other physical natural disasters.

VIII. CONSULTATIONS

The Participants intend to hold consultations in order to address any aspect regarding the interpretation or application of this Memorandum of Understanding.

IX. FINAL PROVISIONS

This Memorandum of Understanding is intended to memorialize the Participants' commitment to explore ways to promote collaboration between them, but this Memorandum of Understanding is non-binding and does not create any legal or binding obligations between the Participants.

This Memorandum of Understanding will be effective on the date of its signature and will be valid for two (2) years, after which it will be automatically renewed for two (2) year periods.

This Memorandum of Understanding may be modified with the mutual consent of the Participants, through a written addenda signed by all Participants. Such modifications will become an integral part of this Memorandum of Understanding and will be effective on the date of its signature.

Any Participant may terminate its participation under this Memorandum of Understanding, at any time, through written communication sent to the other Participants, with six (6) months notice of termination. The termination of this Memorandum of Understanding should not preclude the completion of the cooperation activities agreed upon while the Memorandum of Understanding was valid.

Signed in México City, on July, 29th 2014, in four original versions in Spanish and English languages. Both language versions constitute the same understanding, and have equal validity and effect.

**FOR THE MINISTRY OF FOREIGN AFFAIRS
OF THE UNITED MEXICAN STATES**

**FOR THE GOVERNMENT OF THE STATE
OF CALIFORNIA, UNITED STATES OF
AMERICA**

**Jose Antonio Meade Kuribreña
Minister**

**Edmund G. Brown Jr.
Governor of California**

**FOR THE MINISTRY OF PUBLIC
EDUCATION OF THE UNITED
MEXICAN STATES**

**Enrique Del Val Blanco
Under-Secretary for Planning and
Evaluation of Educational Policies**

**FOR THE NATIONAL COUNCIL FOR
SCIENCE AND TECHNOLOGY OF
THE UNITED MEXICAN STATES**

**María Dolores Sánchez Soler
Deputy Director of Graduate Studies and
Scholarships**