

**COOPERATION AGREEMENT BETWEEN UNIVERSIDAD AUTONOMA DE CHIHUAHUA IN  
MEXICO, AND THE MASSACHUSETTS INSTITUTE OF TECHNOLOGY OF THE UNITED STATES  
OF AMERICA.**

The Autonomous University of Chihuahua ("UACH") and the Massachusetts Institute of Technology in the United States of America ("MIT"), on behalf of the MIT International Science and Technology Initiatives MIT-Mexico Program (MIT-Mexico) within MIT, hereinafter referred to as the "Parties"

The **Parties** hereto agree as follows:

**ARTICLE I  
Objective**

This Agreement aims to establish a framework for the financing of collaborative projects between the "MIT" and "UACH" on identified areas of common interest and to encourage and support scientific and technological cooperation between "PARTIES".

**ARTICLE II  
Establishment of The Fund**

"MIT" will establish the "MIT Mexico-UACH Fund" ("THE FUND") as provided by "UACH" whose object involves providing attention to the agreed programs stated here, in the base of the following funding schedule:

- A contribution of 100,000 USD, or its equivalent in Mexican national currency, \$1,600,000.00 (one million six hundred thousand pesos 00/100 M.N.), payable in January 31<sup>st</sup> 2016.

"MIT" will use "THE FUND" to support the following programs:

- Internship expenses of MIT-Mexico students matched on internships at UACH
- Courses and workshops for UACH students to take at the MIT, this courses might be previously set between the Parties.
- Expenses of MIT students participating in the Global Teaching Labs and/or Global Start up Labs programs at UACH
- Workshops or seminars organized by MIT-Mexico ; and/or
- Any other areas/programs determined by the MIT-Mexico program. ;

For the MIT-Mexico internship, Global Teaching Labs and Global Start up Labs programs, MIT intern expenses include: monthly stipend, flights, US-CUU-US, and health insurance. For workshops and seminars costs include: travel and materials

MIT shall apply to the Fund the administrative and investment fees required by MIT policy, as in effect from time to time.

### **ARTICLE III**

#### **Activity Coordinator**

Each Party may appoint an Activity Coordinator who will be responsible for monitoring and evaluating the activities contemplated by this Agreement and informing "PARTIES" about the results of their efforts.

The coordinators appointed by "THE PARTIES" are:

By "MIT":

Griselda Gomez

MIT-Mexico Managing Director

1 Amherst St E40-409

Cambridge, MA 02139

Phone 617-252-1483

By "UACH":

Carlos Martín Castañeda Márquez

TIC General Coordinator

Circuito Interior Universitario

Campus I, C.P. 31200, Chihuahua,

Chihuahua, de los Estados Unidos Mexicanos.

Phone(52) 614-439-1837

### **ARTICLE IV**

#### **Confidentiality**

Neither Party will communicate any personally identifiable personal data about any individuals participating in activities contemplated by this Agreement to any third party without the prior written consent of the concerned person. The obligations prescribed under this Article shall survive the termination of this Agreement.

Any confidentiality obligations on participants in activities funded by this Agreement shall be agreed upon in writing between the involved individuals and entities.

**ARTICLE V**  
**Term and Termination**

This Agreement shall commence once the contribution referred in Article II is made, on January 1st, 2016 and until full compliance of the shares thereof, unless terminated before as stipulated in this article.

If either Party decides to terminate this Agreement, it must be done by written communication addressed to the other Party six (6) months in advance.

The termination of this Agreement shall not affect ongoing activities that have been formalized during the term, unless the Parties agree otherwise.

**ARTICLE VI**  
**Advertising and Use of Name**

Neither Party shall use the name, any trademark or any logo of the other Party in any promotional materials or publicity without the prior written permission of the other Party in each instance. For MIT, permission must be granted by the MIT Technology Licensing Office.

**ARTICLE VII**  
**Labor Partnership**

The Parties agree that the participant in the collaborative activities staff to the present Convention, continue under the direction and dependence of the institution to which he belongs, so no labor relation with the other Party be created to which in no case be considered a substitute or joint pattern.

**ARTICLE VIII**  
**Social Liability**

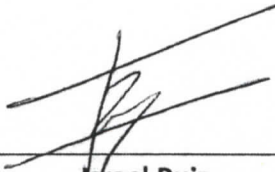
The Parties have no liability for damages caused as a result of accident or force majeure, particularly by unemployment of academic or administrative work, with the understanding that once overcome these events, collaborative activities will resume in the form and terms determined by the Parties.

**ARTICLE IX**  
**Other Instruments**

The collaboration within the framework of this agreement will be implemented without prejudice to the rights and obligations acquired by the Parties under other international instruments.

**Article X**  
**Settlement of disputes**

Any dispute arising from the interpretation or application of this Instrument shall be resolved by the parties by mutual agreement.



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**Israel Ruiz**  
**Massachusetts Institute of Technology**

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**M.C. Jesús Enrique Seáñez Sáenz**  
**Universidad Autonoma de Chihuahua**