



**MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC, TECHNOLOGICAL AND ACADEMIC COLLABORATION BETWEEN THE "CENTRO DE INVESTIGACION Y DE ESTUDIOS AVANZADOS DEL IPN" (CINVESTAV), MEXICO AND "JAMIA MILLIA ISLAMIA UNIVERSITY", NEW DELHI, INDIA**

**The CENTRO DE INVESTIGACION Y DE ESTUDIOS AVANZADOS DEL IPN (CINVESTAV), MEXICO and the JAMIA MILLIA ISLAMIA UNIVERSITY, NEW DELHI, INDIA herein after referred to as "the Parties";**

**DESIRING** to establish a close collaboration in order to foster the achievement of the common purposes with which they are charged, in the conviction that such collaboration, while permitting a better utilization of available resources and a greater efficiency in the management of such resources, will allow them to obtain better results from the programs and actions to be undertaken;

**CONSIDERING that joint** collaboration will be in the benefit of both institutions and, ultimately, to the benefit of scientific and cultural development, as well as to the advancement of the Mexican and the Indian communities;

**Have agreed as follows:**

**ARTICLE 1  
Objective**

The objective of the present Agreement is to establish the legal framework between the Parties, to develop scientific, technological and academic cooperation activities, through the implementation of specific projects and programs in areas of mutual interest.

**ARTICLE 2  
Modalities of Cooperation**

In order to achieve the objective of the present Agreement, the Parties will carry out the following activities of cooperation:

- a) to collaborate in networks, work teams and research and development projects in the following research areas and its related disciplines;
  - 1. Sustainable Energy
  - 2. Measurement Science

3. Atmospheric Science and Climatic Change
  4. Micro systems and Nanotechnology
  5. Biomedical Engineering
  6. Material Science
  7. Metallurgy
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- b) to promote the exchange of graduate and post-graduate students, and researchers;
  - c) to jointly participate in on-going research projects and/or develop studies and reports;
  - d) planning and handling of academic programs and courses, organization of seminars, workshops and conferences including the exchange of mutual experiences in teaching, research and industrial experiences.
  - e) organization of student exchange visits, participation in the undergraduate, graduate and research programs, guidance and supervision of students thesis and project works.
  - f) to participate jointly and with collaborators from other research centers, in Networks or Work Teams aimed at graduate and post-graduate research training in above mentioned research areas and their related disciplines, and
  - g) any other agreed upon by the Parties within the permissible parameters.

### **ARTICLE 3**

#### **Specific Programs of Collaboration**

To implement the cooperation activities referred to in Article 2, the Parties will formulate a work plan for each specific program and project, in order to define the scope of their commitments; work agenda, and technical and financial resources to be provided in accordance to their respective budgets. These specific programs and projects will become integral part of the present Agreement, once they are formalized.

### **ARTICLE 4**

#### **The Follow-Up Committee**

For the implementation, supervision, and follow-up of the activities herein contemplated, a Follow-Up Committee integrated by a representative of each Party will be established. The representatives will be **Dr.Velumani Subramaniam, Coordinator for International Relations** for the **CINVESTAV** and **Head,**



**International Science & Technology Affairs Group** for Jamia Millia Islamia University, New Delhi, India.

**The Committee will be in charge of the following functions:**

- a) to plan, promote, supervise, and evaluate all the activities undertaken by this Agreement;
- b) to establish internal norms for the functioning of the follow-up Committee, as approved by the Parties;
- c) to create such Sub-Committees as might be pertinent for the development of the cooperation activities;
- d) to submit to the Parties all proposals, reports, agreements or decisions requiring sanction or ratification, and
- e) any other functions that the Parties may agree upon.

**ARTICLE 5**  
**Intellectual Property**

If as a result of actions of cooperation carried out in accordance with this Agreement, products of commercial value and or rights of intellectual property are generated, these shall be ruled by the applicable national legislations, as well as by the international conventions binding for both Parties.

**ARTICLE 6**  
**Information, Material and Protected Equipment**

The Parties agree that the information, material and protected equipment classified for national security or for foreign relation reasons of either Party, in accordance with their national legislation, shall not be subject to transfer within the present Agreement.

When undertaken cooperation activities pursuant to this Agreement, any information, material and equipment which require or could require protection and classification is identified, the Parties shall inform it to the competent authorities and establish in writing, the corresponding measures.

The transference of information, material and equipment, which is not protected or classified, but which exportation is controlled by one of the Parties, it shall be done accordingly with the applicable national legislation and should be duly identified, as well



as the use or subsequent transference. If any of the Parties considers it necessary, measures shall be taken to prevent the non-authorized transference or re-transference of the same.

## **ARTICLE 7 Employment Relation**

The personnel assigned by each Party for the execution of the cooperation 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.

The Parties shall carry out the procedures needed before their competent authorities in order to provide all the necessary facilities for the entry and departure of participants who are officially involved in the cooperation projects derived from the present Agreement. Such participants shall be subject to existing immigration, tax, customs, sanitary and national security laws of the receiving country and may not participate in any activity other than that pertaining to their functions, without the previous authorization of the competent authorities in this field.

The Parties shall promote that its personnel involved in the cooperation activities have medical, personal damage and life insurance, so that, if a damage results from the development of the cooperation activities derived from the present Agreement, that deserves repair or compensation, this shall be covered by the corresponding insurance company.

## **ARTICLE 8 Financing**

Neither institution shall incur any financial obligations under this agreement. The Parties shall finance the activities referred to in the present Agreement with the assigned resources in their respective budgets according to the availability and terms of their legislation. Each Party shall pay the expenses related to its participation, with the exception of alternate financial mechanisms that may be obtained for specific activities, if considered appropriate. Other sources of finances raised to support joint projects can be pursued with the knowledge of the other through intimation in writing.



**ARTICLE 9**  
**Disputes Settlement**

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

**ARTICLE 10**  
**Final Provisions**


The present Agreement shall enter into force from the date of its signature and shall remain in force for a five (5) years period, and may be renewed for equal periods, prior evaluation of both Parties. Either Party may terminate the present Agreement, at any moment, by written notification given to the other Party with sixty (60) days in advance.

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

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

**Signed in New Delhi , the 22<sup>nd</sup> day May of Two thousand and Eight, in two original copies in the English language, being both texts equally authentic.**

**FOR THE "JAMIA MILLIA ISLAMIA",  
NEW DELHI, INDIA**

  
22/05/08  
**Mr. S. M. Afzal I.P.S**  
**Registrar**

**FOR THE "CENTRO DE  
INVESTIGACION Y DE ESTUDIOS  
AVANZADOS DE IPN" (CINVESTAV),  
MEXICO**

  
**Dr. José Pablo René Asomoza y alacio**  
**General Director**