



## **COOPERATION AGREEMENT BETWEEN THE AUTONOMOUS UNIVERSITY OF NAYARIT OF THE UNITED STATES OF MEXICO AND MINNESOTA STATE UNIVERSITY OF THE UNITED STATES OF AMERICA**

The Autonomous University of Nayarit of the United States of Mexico (“UAN”) and Minnesota State University of the United States of America (“MSU”), hereinafter “The Parties” when referring to both Universities,

**MOTIVATED** by the desire to strengthen the bonds of friendship and cooperation between both institutions,

**INTERESTED** in promoting the development of programs of specific collaboration in the areas of education, research and culture, that favor the exchange of students, faculty and research faculty,

**AWARE** of the importance of exchanging experiences that contribute to the strengthening of activities in the areas of education, research and culture,

Have agreed the following:

### **ARTICLE I Objective**

This Agreement has the objective of establishing the legal framework to allow The Parties to carry out activities of cooperation in the fields of teaching, science and research, as well as community involvement and cultural diffusion.

### **ARTICLE II Areas of Cooperation**

To achieve the objective outlined in Article I, The Parties will carry out activities of cooperation in the following areas:

- a) Development of joint projects in the areas of teaching, research, community involvement and cultural diffusion;
- b) Exchange of students, faculty and research faculty;
- c) Exchange of experiences in areas of common interest to improve the academic services supporting teaching and research, and



- d) Any other area that The Parties may decide.

### **ARTICLE III**

#### **Modalities of Cooperation**

To achieve the objective of this Agreement, The Parties may carry out the activities of cooperation literally through, but not limiting to, the following modalities:

- a) Creation of programs aimed to the development of students and faculty.
- b) Promotion of student and academic mobility.
- c) Development of research, innovation and technology transfer projects, and
- d) Any other that The Parties may decide.

The operation of this Agreement will not be conditioned to the development of projects by The Parties in all the modalities of cooperation enunciated in this Article.

The Parties will not be obliged to collaborate in those activities forbidden by internal policy, Constitutional Law or custom law.

### **ARTICLE IV**

#### **Work Plans and/or Technical Appendices and/or Programs of Specific Collaboration**

The Parties will draft work plans (*annual or bi-annual, according to the interests of The Parties*) describing the activities or projects to be implemented, which once formalized will become part of this Agreement; the work plans must contain the following information:

- a) Objectives;
- b) Schedule of activities;
- c) Allocation of human and material resources;
- d) Financing;
- e) Responsibilities of The Parties
- f) Publication of results; and
- g) Any other information that the Parties may consider convenient.



## **ARTICLE V**

### **Financing**

The Parties will finance the activities described in this Agreement with resources assigned to their respective budgets, in accordance with fund availability, budget impact and national legislation.

Each Party will defray the expenses of its participation, except in the cases in which it is considered adequate to use alternative fund sources for specific activities or when the Parties make financial arrangements specific to such activities.

## **ARTICLE VI**

### **Participation of Other Institutions**

The Parties, if deemed convenient, will encourage the participation of other institutions, public or private, whose activities directly influence the areas of cooperation, with the purpose of strengthening and widening the mechanisms that support an effective instrumentation of this Agreement.

## **ARTICLE VII**

### **Intellectual Property**

In the event that, stemming from the cooperation under this Agreement, products of commercial value and/or intellectual property were created, these will be regulated by the appropriate national legislation, in addition to appropriate international conventions, applicable to the United States of Mexico and the United States of America.

## **ARTICLE VIII**

### **Privacy Rights**

If during the instrumentation of the cooperation activities determined in this Agreement, it is identified that information, materials or equipment must be protected and classified, The Parties will inform the competent authorities and will establish, in writing, appropriate measures.

The transfer of information, materials and equipment not protected and not classified, will be carried out according to the applicable and valid national legislation. Such transfer will be duly identified.

Under petition of any of The Parties, appropriate measure will be taken to avoid the non-authorized transfer or retrieval of such information, materials and equipment.

## **ARTICLE IX**

### **Temporary Importation of Equipment and Material**





The Parties will grant each other every administrative, fiscal and customs aid necessary to the temporary introduction and exit of its territory of equipment and materials to be utilized in the development of projects, in compliance to its national legislation.

## **ARTICLE X**

### **Follow Up Instruments**

To achieve the best conditions for the implementation of this Agreement, The Parties will designate a point of contact for each, who will act as coordinators and will carry out the follow up of the activities of cooperation to which this Agreement makes reference.

To achieve the best conditions in the implementation of this Agreement, The Parties will designate a Team, Mixed Commission or Committee.

The Team, Mixed Commission or Committee will meet annually (or as accorded) to evaluate aspects related to the implementation of this Agreement,

- a) Selection, designation and orientation of students;
- b) Revision and periodical preparation of the objectives of the syllabi and;
- c) The evaluation of the student performance.

The points of contact will write reports of the achieved goals, and will share them with their respective chancelleries, as well as of the bilateral authorities they consider pertinent.

## **ARTICLE XI**

### **Labor Relations**

The personnel commissioned by each Party to carry out cooperation activities, will continue to be under the direction of the Institution to which they belong, therefore, no working relation will be created with the other Party, which will not be considered a co-employer or substitute employer.

## **ARTICLE XII**

### **Entry and Exit of Personnel**

The Parties will request to its corresponding authorities, every aid for the entry, permanence, and exit of the participants that in an official fashion intervene in the cooperation activities created by this Agreement. These participants will abide to the valid migratory, fiscal, customs, sanitary and



national security regulation of the host country and shall not engage in any activity additional to their duties without the previous authorization of the competent authorities in this area. The participants will leave the host country, abiding to the law and dispositions set in the country.

### **ARTICLE XIII**

#### **Insurance**

The Parties will make sure that their personnel, participating in the cooperation activities, have medical, personal liability and life insurance, so that, in case of damage that merits compensation in the development of such activities, this be covered by the corresponding insurance company.

### **ARTICLE XIV**

#### **Civil Liability**

The Parties will not have civil liability for damages that may be caused as consequence of fortuitous case or force majeure, particularly in the case of cancelation of academic or administrative activities.

### **ARTICLE XV**

#### **Other Instruments**

Cooperation under the scope of this Agreement will be carried out without prejudice to the rights and obligations that The Parties have acquired under other international agreements, in which they are participating.

### **ARTICLE XVI**

#### **Controversy Settlement**

Any difference derived from the interpretation or implementation of this Agreement will be settled by The Parties on common agreement.

### **ARTICLE XVII**

#### **Final Dispositions**

This Agreement will be valid from the date of signature and shall remain in effect for five (5) years, extendable for periods of equal duration, upon evaluation, unless any of The Parties gives the other Party a six (6) months' notice in writing of its intention to terminate it.



The present Agreement shall be amended on mutual agreement of The Parties, formalized in writing, specifying the date the amendments shall become valid.

Early termination of this Agreement shall not hinder the conclusion of the cooperation activities formalized while effective.

Signed in the city of Tepic, Nayarit and the city of Mankato, Minnesota, two originals, one in Spanish and one in English, both being equally authentic.

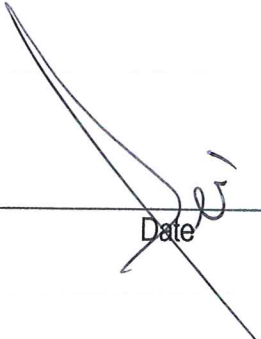
In case of divergence of interpretation, the text in Spanish shall prevail.

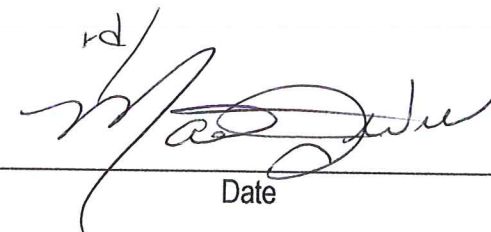
**By the Autonomous University of Nayarit of  
the United States of Mexico**

**By Minnesota State University of the United States  
of America**

**Jorge Ignacio Peña González  
Rector**

**Richard Davenport  
President**

  
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Date

  
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Date