

**AGREEMENT OF INTERINSTITUTIONAL ACADEMIC AND TECHNICAL
COOPERATION BETWEEN TEXAS A&M UNIVERSITY AND THE NATIONAL
COLLEGE OF PROFESSIONAL TECHNICAL EDUCATION**

MEMORANDUM OF AGREEMENT

AGREEMENT OF INTERINSTITUTIONAL ACADEMIC AND TECHNICAL COOPERATION BETWEEN TEXAS A&M UNIVERSITY, OF THE UNITED STATES OF AMERICA, HEREUPON TO BE REFERRED AS 'TAMU, REPRESENTED BY ITS PRESIDENT, DR. RAY M. BOWEN, AND THE NATIONAL COLLEGE OF PROFESSIONAL TECHNICAL EDUCATION, OF THE MEXICAN UNITED STATES, HEREUPON TO BE REFERRED AS "THE CONALEP", REPRESENTED BY ITS GENERAL DIRECTOR, ING. DIODORO GUERRA RODRIGUEZ.

'TAMU' and "THE CONALEP," herein after the parties,

ENCOURAGED by the desire to strengthen the existing bonds of friendship and cooperation between the United States of America and Mexican United States;

CONSIDERING the Articles 3 and 12.1 of the Basic Agreement of Scientific and Technical Cooperation signed between the Governments of the United States of America and the Mexican United States on June 18,1972;

CONSIDERING what is provided in the corresponding Annex Three to the Memorandum of Understanding of Education Between the Governments of the United States of America and Mexican United States, subscribes in Washington, D.C., on June twenty first, 1993.

INTERESTED in promoting and developing specific academic, technical, and scientific programs of cooperation;

They have decided to celebrate on this date, an Agreement of Interinstitutional Academic and Technical Cooperation, in accordance with the following Statements and Clauses:

STATEMENTS

I. FROM "THE CONALEP".

I.1 That it is a public institution, decentralized from the Federal Government of Mexican United States having its own legal status and patrimony, whose purpose is to contribute to national development by providing training programs for qualified professional personnel at the post-secondary level, which the country s private sector demands, and which will be in agreement with the original Decree, published by the Diario Oficial de la Federación (Official Journal of the Federation), an December 29,1978.

1.2 Which, in order to completely satisfy the goals and objectives established under this Decree, recognizes the importance of academic and technical cooperation with educational institutions, national and foreign, public or private of singular importance.

1.3 That its General Director, Ing. Diodoro Guerra Rodríguez, in accordance with the attributions conferred by Articles 3 and 14, Section 1 and VIII of the Decree that created 'THE CONALEP'; as well as Articles 22 and 59 Section 1 of the "Ley Federal de Entidades Paraestatales," has the legal capacity to subscribe to this Agreement.

1.4 Whose address, for the legal purposes of this Agreement, is: Avenida CONALEP No. 5, Municipio de Metepec, Estado de Mexico, C.P. 52140.

II. FROM "TAMU":

II.1 That it is a public institution of the State of Texas dedicated to the development and dissemination of know, edge in many and diversified academic and professional fields. It is committed to assist students in their search for knowledge, to help them understand themselves and their cultural and physical environments, and to develop in them the wisdom and skills needed to assume responsibility in a democratic society. , it assumes the historic trust of maintaining and enhancing the intellectual environment that encourages the development and expansion of the human mind and spirit. It aspires excellence in teaching, research, and service.

II.2 As the Land-Grant / Sea-Grant / Space-Grant Institution for the State of Texas it is evolving and expanding its role to meet the changing needs of state, national and international communities, and thus recognizes the importance of academia and technical cooperation with educational institutions, national and foreign, public or private.

II.3 The president of the institution, Dr. Ray M. Bowen, in accordance with the power vested by the Board of Regents governing the institution has the legal capacity to subscribe to this Agreement.

II.4 Whose address, for the legal purposes of this Agreement, is: Office of the President, Texas A&M University, College Station, Texas, USA 77843

III. JOINT STATEMENTS:

III.1 That they acknowledge their respective personalities and attributions, that they hold for the subscription of this Agreement.

III.2 That they have the necessary resources to fulfill the present Agreement of Cooperation.

III.3 In approval of the aforementioned statements, the parties convene in celebrating this Agreement as follows.

CLAUSES

FIRST Both parties agree that the purpose of this Agreement is to establish general conditions of interinstitutional academic and technical cooperation in areas of mutual interest and benefit.

SECOND A procedure will be developed jointly by both parties for the review and approval of proposals in areas of mutual interest. Such proposals for specific programs or projects will be presents in written form and will describe in detail the activities to be developed, localities involved, work calendars, profile and number of personnel involved, required budgets, the financial and physical resource participation of each party, evaluation forms, and other necessary data and documents to accurately determine the end scope of each project. Once approved, such proposals will be considered parts of this Agreement and will be in a category of specific agreements of collaboration.

THIRD In order to accomplish the purpose of this Agreement, bath parties will agree to collaborate in the following ways in the future:

- a) Support approved academic and cultural projects involving the exchange of information, experts instructional materials, equipment and other elements considered necessary for strengthening their respective educational capacities. In addition, exchange programs for cultural, social, and educational purposes will be supported. All of these exchange' projects will be for the benefit of our respective communities in both the United States of America and Mexican United States, and will be implemented without affecting other instructional, administrative and service activities but will enhance them. These student and professional exchanges will be subject to the normal admission requirements and fees of the host institution as enumerated in Supplements to this Agreement.
- b) Organize joint programs and activities, such as pilot programs of an experimental nature, in those areas and topics that are judged of common interest and mutual benefit.

- c) Implement courses in specialized technical as well as a schedule of conferences, round tables, seminars and other academia activities for faculty. The, student community of both institutions will be invited to participate In these activities as deemed appropriate.
- d) Conduct joint surveys and studies necessary for better understanding of problems and needs regarding technical education of interest to the United States of America and Mexican United States.

FOURTH Both parties agree to abide by al; institutional, national and international laws and regulations applicable to intellectual property and access to information.

FIFTH In order to facilitate and insure the successful development of programs and activities under this Agreement, both parties will establish planning, evaluation, and follow-up procedures for each approved project.

SIXTH The parties will periodically inform the Joint Commission created by the Basic Agreement of Scientific and Technical Cooperation, signed on June 18, 1972, of their activities.

SEVENTH The present .Agreement will take effect commensurate upon its signing and will be in force for a five year period after 'which renewable Agreements with maximum periods of five years will be enacted through mutual consent. Any expenses incurred by each institution under this Agreement will be the sole responsibility that institution.

Either party can terminate the Agreement by -written notification to the other party with sixty days of notice. The development and culmination of the projects that are in the progress at that time will be solved by negotiation and common consent.

EIGHT If any doubts should arise in regard to the interpretation of the fulfillment of the present Agreement, the parties will solve their differences by common consent.

Both parties agree that the present Agreement will be subject to legal regulation applicable at the time in both the United States of America and Mexican United States.

This Agreement having been read and the participants having been informed of its content and scope, is signed in College Station, Texas, U.S.A., on the 21 day of the month of October, nineteen hundred and ninety four, in two copies, in English and Spanish, all of them being exactly alike and authentic.

BY "TAMU" DR. RAY M. BOWEN	BY "THE CONALEP" ING. DIODORO GUERRA RODRIGUEZ GENERAL DIRECTOR
-----------------------------------	---