COOPERATION AGREEMENT

BETWEEN

CONSEJO NACIONAL DE CIENCIA Y TECNOLOGÍA
OF THE UNITED MEXICAN STATES

AND

DEUTSCHE FORSCHUNGSGEMEINSCHAFT
OF THE FEDERAL REPUBLIC OF GERMANY

The Consejo Nacional de Ciencia y Tecnología of the United Mexican States (CONACYT) and the German Research Foundation (DFG - Deutsche Forschungsgemeinschaft), hereinafter referred to as the Parties;

Desiring to promote, develop and strengthen relations between both countries;

Recognising the importance of promoting the development of specific scientific and technical collaboration programmes, together with activities related to standards and the exchange of scientific and technical information and experience by and between both Parties;

Considering the provisions of the Basic Pact on Scientific and Technological Collaboration between the Government of the United Mexican States and the Government of the Federal Republic of Germany, which was signed on 6 February 1974, and the Agreement signed between CONACYT and the DFG on 7 October 1991.

The Parties have agreed as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to set down the terms and conditions for collaboration to foster cooperation between scientific institutions and researchers of both according to their respective criteria.
ARTICLE II
AREAS OF COLLABORATION

To achieve the purpose of this Agreement, the Parties will promote collaboration between researchers and scientific institutions that focuses on, but is not limited to, the following areas of basic research:

a) Biotechnology and Agricultural and Veterinary Sciences;
b) Biology and Chemistry;
c) Medicine and Health Sciences;
d) Energy;
e) Environment;
f) Earth Sciences;
g) Engineering Sciences;
h) Materials;
i) Nanotechnology;
j) Information Technologies and Telecommunications;
k) Physics and Applied Mathematics;
l) Social Sciences and Humanities.

ARTICLE III
FORMS OF COLLABORATION

The Parties will foster the collaboration in the following forms:

a) Joint research projects

b) Exchange of senior and postdoctoral researchers and postgraduate students (principally doctoral students) as part of the joint research projects

c) Exchange of senior and postdoctoral researchers and postgraduate students (principally doctoral students) for planning and preparing projects (academic exchange)

d) Bilateral/joint workshops and seminars

e) Planning and coordination of joint activities

f) Any other format agreed between the Parties.

The Parties will not be obliged to collaborate on activities that do not comply with their respective internal rules or those that disregard or violate legal and/or institutional guidelines or customs.
The details and implementation of the forms of collaboration will be determined by the Parties through the exchange of correspondence.

ARTICLE IV
FINANCE

Each Party will finance the costs of participants from its own country.

The implementation of this Agreement is subject to the Parties' availability of annual funds, as well as to applicable legislation. It does not constitute in no way a compromise of financial resources of the future fiscal years or the possibility to any allocated costs or the acquisition of future financial obligations during the current fiscal year.

ARTICLE V
ACTIVITY COORDINATOR

Each Party will appoint an Activity Coordinator, who will be responsible for monitoring this Agreement and reporting the result of his/her work to the Parties.

The coordinators appointed by the Parties will be as follows:

For CONACYT:
Direction of Evaluation and International Cooperation
Av. Insurgentes Sur 1582
Colonia Crédito Constructor
Delegación Benito Juárez
Mexico, D.F. 03940

For the DFG:
International Affairs Division
Kennedyallee 40
53175 Bonn
Germany

ARTICLE VI
PARTICIPATION OF OTHER INSTITUTIONS

Should they consider it appropriate, the Parties will encourage the participation of other public or private institutions whose activities focus directly on the areas to which the collaboration programmes apply in order to strengthen and expand the mechanisms that support the effective implementation of this Agreement.
ARTICLE VII
CONFIDENTIAL INFORMATION

The Parties expressly agree not to disclose or reveal any "confidential information", whether in whole or in part, that may be exchanged directly or indirectly with each other to third parties, unless it is officially required.

The term "confidential information" refers to all written, verbal or graphic information and content on electronic or electromagnetic media that is exchanged with, reported to or placed at the disposal of the other Party for the performance of this Agreement.

The DFG reserves the right to forward "confidential information" to government institutions if so required for financial reporting and accounting purposes.

ARTICLE VIII
SETTLEMENT OF DISPUTES

Should disputes arise from the interpretation or implementation of this document, both Parties hereby agree that their respective Activity Coordinators, as appointed in this Agreement, will strive to find a solution and the solution will be recorded in writing.

Should the Parties be unable to settle the dispute, they hereby undertake to submit to an alternative settlement in accordance with the rules the Parties themselves decide to adopt.

ARTICLE IX
FINAL PROVISIONS

This Agreement will come into effect as from the date on which it is signed and will end on 31 December 2018. It may be extended by mutual agreement in writing before its termination after the results have been evaluated by each Party.

This Agreement may be amended by the Parties' mutual consent, formalised by means of written notices that specify the dates on which the amendments come into effect.

Should either Party decide to terminate this Agreement, it must do so by serving written notice to the other Party 6 (six) months in advance. The early termination of this Agreement will not affect the conclusion of the activities started during its term of validity.

This Agreement replaces the previous Agreement that was signed on 7 October 1991.
Signed on the 22nd April 2014 in 4 (four) originals, 2 (two) in Spanish and 2 (two) in English, where both texts are equally valid.

p.p. CONSEJO NACIONAL DE CIENCIA Y TECNOLOGÍA OF THE UNITED MEXICAN STATES

ENRIQUE CABRERO MENDOZA
Chief Executive Officer

DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V.
OF THE FEDERAL REPUBLIC OF GERMANY

PETER STROHSCHNEIDER
President