

GENERAL COOPERATION AGREEMENT BETWEEN THE NEW MEXICO INSTITUTE OF MINING AND TECHNOLOGY, SOCORRO, NM, USA, HEREINAFTER REFERRED TO AS "NMT", REPRESENTED BY ITS VICEPRESIDENT, DR. VAN ROMERO; AND THE INSTITUTO NACIONAL DE ASTROFÍSICA, ÓPTICA Y ELECTRÓNICA, HEREINAFTER REFERRED TO AS "INAOE", REPRESENTED BY ITS GENERAL DIRECTOR, DR. LEOPOLDO ALTAMIRANO ROBLES, AS A LEGAL REPRESENTATIVE, IN ACCORDANCE WITH THE STATEMENTS AND CLAUSES THAT FOLLOW.

STATEMENTS

I. "INAOE" declares that:

- 1.1 It is a decentralized public agency of the Federal Government of Mexico with legal capacity and its own equity and assets, as recorded in the presidential decree dated October 13, 2006, by which it is restructured to comply with the Law on Science and Technology; the decree also states that it is a state-owned entity of the *Gobierno Federal de Mexico*, as can be seen in the "List of Public Enterprises of the Federal Public Administration", published in the *Diario Oficial de la Federación* on August 15, 2017, and as part of the *Sistema Nacional de Ciencia y Tecnología y del Sistema de Centros Públicos* and of the *Sistema de Centros Públicos CONACYT*, it is recognized as a Public Research Center by Federal Executive Decree published in the *Diario Oficial de la Federación* on September 11, 2000.
- 1.2 Its objectives are: to identify and to solve scientific and technological problems related to astrophysics, optics, electronics, tele-communications, computing, instrumentation and other similar areas, through basic and applied scientific research, the experimental development of new technologies, as well the generation of new researchers and professors at a post-graduate level, orienting its research and teaching activities as required toward satisfying the needs of the country in the above-mentioned areas.
- 1.3 Dr. Leopoldo Altamirano Robles proves his legal capacity with affidavit 39848, Vol. 457 of Lic. María Emilia Sesma Tellez, public notary # 3 of the Cholula de Rivadavia District, Puebla, dated 8 March 2016; and in accordance with the powers conferred by article 20, sections I to IV of "INAOE"'s re-organization decree he can formalize and sign the present contract.
- 1.4 For purposes of this Agreement, "INAOE" declares its legal address as: Luis Enrique Erro # 1, Town of Santa Maria Tonantzintla, San Andrés Cholula, State of Puebla, Mexico, 72840.
- 1.5 Registration for Federal Taxes number INA-711112-IN7.

II. "NMT" declares that:

- 11.1 It is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing.
- 11.2 Its main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at post-secondary and graduate level, to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society and to provide other services that increase the general culture and well being of the people.
- 11.3 Dr. Van Romero was designated as Vice President of NMT and in that capacity he is authorized to sign the present general cooperation agreement.
- 11.4 For purposes of this Agreement, "NMT" declares its legal address as: 801 Leroy Pi., Socorro, New Mexico, USA 87801.

III. Both "PARTIES" declare that:

They believe that international understanding, educational opportunities for their students, and professional opportunities for their faculty and staff would be enhanced by this Agreement; also taking into account that the institutions are linked by common academic and cultural interest, the purpose of this Agreement is to establish a framework for cooperation between NMT and INAOE.

Now, therefore, the parties agree as follows:

CLAUSES

FIRST. TYPES OF COOPERATION.

- I. "THE PARTIES" are willing in principle to cooperate on various activities, such as:
 - a. Establishment of diploma partnerships (double diplomas or joint diplomas);
 - b. Hosting of short-term study abroad students;
 - c. Collaborative research, courses, conferences, seminars, symposia, and lectures;
 - d. Exchange of publications, reports, and other academic information;
 - e. Reciprocal exchange of students, faculty, and staff;
 - f. Collaborative professional development;
 - g. Cultural projects;
 - h. Enrollment of degree-seeking students;



- i. Language instruction; and
 - j. Other activities as mutually agreed.
- II. This Agreement shall be identified as the parent document of any specific program agreement between the parties. Each type of cooperation shall proceed according to the terms and conditions of a specific program agreement. Each specific program agreement shall memorialize all the commitments made by each party and shall not become effective until it has been reduced to writing, approved, and signed by the parties' duly authorized representatives.
- III. The scope of activities under this Agreement shall be determined by the funds regularly available at both institutions for the collaboration described in each specific program agreement, and by the related funds obtained by either institution from external sources. Each institution shall be responsible for all expenses incurred by its employees under this Agreement, except as may be stipulated in any specific program agreement.

SECOND. TERM, RENEWAL, AMENDMENT, TERMINATION, AND DISPUTE RESOLUTION.

- I. This Agreement shall become effective for an initial term of five years from the date of the last signature by "THE PARTIES" duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below.
- II. This Agreement may be amended and/or modified in a writing signed by "THE PARTIES" duly authorized representatives.
- III. Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at either university at the date of termination may complete their courses of study, and any collaborative project in progress at the date of termination may be completed as specified in the pertinent specific program agreement. Termination shall be without penalty.
- IV. This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations.
- V. This document memorializes "THE PARTIES" entire agreement. "THE PARTIES" shall sign three (3) originals of this Agreement.

THIRD. COUNTERPARTS BY FACSIMILE OR EMAIL.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

FOURTH. NOTICES.

All notices required hereunder shall be in writing and delivered by a duly authorized representative of the party giving the notice and sent by email transmission to the following addresses. Either party may change its email address for notice purposes by providing prior written notice to the other pair. Any notice sent by email shall be deemed to have been delivered at the time of confirmation of receipt by the addressee.

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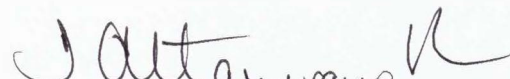
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New Mexico Institute of Mining
and Technology



Dr. Van Romero
Vice President
Research & Economic Development

Instituto Nacional de Astrofísica, Óptica y
Electrónica



Dr. Leopoldo Altamirano Robles
General Director

Date: May 2, 2018

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