

MEMORANDUM OF UNDERSTANDING

Between

CESI, FRANCE

and

UNIVERSIDAD AUTÓNOMA DE BAJA CALIFORNIA, MEXICO

This MEMORANDUM is made between:

CESI henceforth referred to as "CESI", located at 30 rue Cambronne, F-75015, Paris, France, [www.eicesi.fr]

and

The University of, henceforth referred to as "PARTNER", located at Av. Alvaro Obregon and Julian Carrillo S/N, [www.uabc.mx]

1 PREAMBLE

The purpose of this Memorandum is to promote the potential for collaboration either bilaterally or as part of a wider collaborative network between CESI and PARTNER.

2 COOPERATION AND CONTRIBUTION

The two Institutions shall establish and encourage mutually beneficial scientific, technological, educational and other relations based on the following activities:

- Exchange of academic staff members for the purpose of research, teaching and the presentation of special courses in their fields of specialisation.
- Establishment of joint research programs.

- Provision of placement opportunities in respect of specific research projects or courses of interest and importance for cesi students at PARTNER and the provision of work placement opportunities or research project for PARTNER students through the CESI immersion program by CESI.
- Exchange of scientific and educational literature produced by either or both of the parties, as well as the exchange of material on the most relevant and topical research undertaken by researchers of both institutions.
- Organization of conferences, seminars and symposia of mutual interest to the institutions.
- Sharing of good practice, particularly related to pedagogical methods, links with industry and the development of new technologies in both COUNTRY and France.
- Exploring of possibilities regarding semester exchange, dual award, MSc and PhD path, co-authoring papers, co-supervising of research students or similar.

For the purposes of clarification, this Memorandum is not supporting an Articulation arrangement.

Neither party has the authority to commit the other party to any act, responsibility or liability unless that other party has given such prior authority in writing.

3 FINANCIAL ARRANGEMENTS

The financial arrangements associated with the activities above, need to be clearly stated and agreed prior to the start of the specific activity.

4 TERM OF MEMORANDUM

This memorandum will initially be for a period of 5 years, to be reviewed annually. During the five year period either party may give the other 6 months written notice to terminate the agreement provided that any student related projects emanating from the agreement shall be allowed to continue until they are completed.

This Memorandum may be amended or varied from time to time provided that such amendment or variation is in writing and signed by the Parties.

5 COMMUNICATION

If the designated contact changes (see Annex 1) during the course of this Memorandum, it is agreed that a replacement will be substituted and contact details forwarded immediately.

6 COPYRIGHT

CESI may not make unauthorized use of PARTNER name, logotypes, or kite marks, on any advertising or promotion during the terms of this Memorandum.

All rights, title and interest in copyright and all other materials supplied by CESI shall, together with any improvements or modifications, at all times remain vested with CESI.

PARTNER may not make unauthorised use of the CESI name, logotypes, or kite marks, on any advertising or promotion during the terms of this Memorandum.

All right, title and interest in copyright and all other materials supplied by PARTNER shall, together with any improvements or modifications, at all times remain vested with PARTNER.

7 NO CONTRACT

This document is not intended to create binding or legal obligations on the Parties.

8 FORCE MAJEURE

Neither party will be liable for failure to perform its obligations under this Memorandum if such failure results from circumstances which could not have been contemplated and which are beyond the Parties' reasonable control.

9 NON-EXCLUSIVITY

This proposal will not hinder the collaboration which already exists or will be established in the future by either party with a third party.

10 NO PARTNERSHIP

Nothing in this proposal is intended to create, or be deemed to create, a partnership, or the relation of employer and employee between the Parties.

11 DISPUTES

In the event of any dispute emerging, the Parties agree to resolve the problem by way of mutual and responsible negotiation.

CESI and PARTNER confirm their agreement to the matters set out in this Memorandum of Understanding.

SIGNED by

duly authorized for and on behalf
of CESI


.....
Mr Jean-Louis Allard
Director Graduate Schools and Research

duly authorized for and on behalf
of PARTNER


.....
Dr. Felipe Cuamea Velázquez
Rector


.....
Mrs Isabelle Caradot
Head of International Relations

Date: 14.01.2014

Date: _____

UNIVERSIDAD AUTÓNOMA
DE BAJA CALIFORNIA



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SJP



ANNEX ONE

The named Contacts are:

<p>CESI</p> <p>Thierry DUVAL tduval@cesi.fr</p>	<p>PARTNER</p> <p>Dra. Socorro Montaña Rodríguez smontano@uabc.edu.mx</p> 
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