



**MEMORANDUM OF UNDERSTANDING FOR EDUCATIONAL COOPERATION
BETWEEN THE UNIVERSITY OF COLIMA OF THE UNITED MEXICAN STATES AND
JAMIA MILLIA ISLAMIA OF THE REPUBLIC OF INDIA**

The University of Colima (UDEC) of the United Mexican States, and Jamia Millia Islamia (JMI) of the Republic of India, hereinafter referred to as "the Participants";

AIMED by the desire to strengthen their of friendship and cooperation bonds;

INTERESTED in promoting the development of specific programs of educational and cultural cooperation;

AWARE of the importance of sharing experiences that contribute to the strengthening of activities in education;

BEARING IN MIND the provisions of the Cooperation Agreement on Culture between the Government of Mexico and the Government of the Republic of India, signed in New Delhi, India, on July 23rd, 1975;

Have reached the following understanding:

**PARAGRAPH 1
Objective**

The objective of this Memorandum of Understanding is to promote and develop the cooperation between the Parties in identified areas of common interest.

**PARAGRAPH 2
Cooperation Areas**

To achieve the objective referred to in Paragraph 1, the Participants may carry out cooperation activities in the following areas:

- a) Natural Sciences
- b) Social Sciences
- c) Humanities
- d) Latin American Studies
- e) Spanish Language
- f) India Studies, and
- g) any other agreed by the Parties.



PARAGRAPH 3 Cooperation Modalities

In order to achieve the objective of this Memorandum of Understanding, the Participants may develop cooperation activities in a descriptive, but not limited way, through the following modalities:

- a) carry out basic and specialized courses programs, including courses at a distance and by electronic means;
- b) exchange of information, publications, videos and literature;
- c) exchange of teaching material;
- d) exchange of experiences on the organization of education;
- e) exchange of teachers and students;
- f) planning of joint activities;
- g) participate in scientific research projects;
- h) organization of cultural events and academic programs that can contribute to the enrichment and expansion in the educational understanding and experience of students, teachers, and staff and;
- i) any other cooperation modality agreed by the Parties.

PARAGRAPH 4 Annual Operational Programs

The Participants may formulate Annual Operational Programs (AOP's) consisting of activities or projects that they intend to develop which will be formalized once part of this Memorandum of Understanding. Each AOP may specify the following:

- a) objectives;
- b) execution schedule;
- c) allocation of human and material resources;
- d) financing;
- e) responsibility of each Participant;
- f) dissemination of results and
- g) any other information that the Participants deem appropriate.



PARAGRAPH 5 Monitoring Mechanism

In order to achieve the best possible implementation conditions of this Memorandum of Understanding, the Participants will appoint one representative each, who will coordinate the cooperation activities covered by this Memorandum of Understanding.

- By the UDEC: the General Direction of International Relations and Academic Cooperation.
- By the JMI: the Coordination of International Relations.

The coordinators will meet with the frequency and place determined by the Participants, in order to evaluate the results derived from the application of this Memorandum of Understanding and shall be responsible for the following functions:

- a) grant the necessary decisions to achieve the objective of this Memorandum of Understanding;
- b) identify areas of common interest to develop and formulate the AOP's;
- c) guide, organize and formulate appropriate recommendations for the implementation of the cooperative activities of this Memorandum of Understanding, and
- d) any other function the Participants deems necessary.

PARAGRAPH 6 Financing

The Participants agree that all expenses derived from the cooperation activities in accordance with this Memorandum of Understanding, will be bear for the Participant who has incurred in them, unless otherwise agree in writing.

PARAGRAPH 7 Participation of other institutions

The Participants, if deemed appropriate, may encourage the participation of other public or private institutions whose activities directly affect the areas of cooperation, in order to strengthen and expand mechanisms to support effective implementation of this Memorandum of Understanding.



PARAGRAPH 8 Intellectual Property

If as a result of the cooperation activities developed under this Memorandum of Understanding, products of commercial value and/or intellectual property rights are generated, they will be governed by the applicable national legislation and the international conventions in the matter, binding for the United Mexican States and the Republic of India.

PARAGRAPH 9 Exchange and Dissemination of Information

The Participants may exchange data, observations, reports, publications and any other documentation deemed necessary for the implementation of cooperation activities referred to in this Memorandum of Understanding.

Partial or total results obtained from cooperative activities under this Memorandum of Understanding, may be published by mutual consent, leaving a proof in publication of the participation of each Participant. In any case, in any publication or document relating to this Instrument, made unilaterally shall make reference to this Memorandum of Understanding and must have the express approval of the other Participant, without implying any responsibility for the latter on the content of the publication of the document.

To disseminate the exchanged information due to cooperative activities, it must have prior written approval by the Participant that provided the information. The information that is considered confidential will not be disclosed.

PARAGRAPH 10 Consults

The Participants may hold consults at any time, in order to attend any issue related to the interpretation or application of this Memorandum of Understanding.

PARAGRAPH 11 Final Provisions

This Memorandum of Understanding will become effective from the date of its signature and will remain applicable for a period of three (3) years.

This Memorandum of Understanding may be amended, at any time, by mutual consent of the Participants, formalized in writing, specifying the date from which such amendments will become applicable.



UNIVERSIDAD DE COLIMA



Either Participant may terminate this Memorandum of Understanding through written notice to the other Participant, with six (6) months in advance.

The termination of this Memorandum of Understanding will not affect the conclusion of the cooperation activities that may have been formalized while it was applicable, unless otherwise agree by the Participants.

This Memorandum of Understanding will not generate legally binding obligations for the Participants. Nothing mentioned in this Memorandum of Understanding shall deem to constitute partnership between the signing participants appointing one participant as an agent of the other. None provision of this Instrument will be understood in a way that oblige the Participants to cooperate in any activity forbidden in their respective legislation.

Signed in the city of _____ on November 14, two thousand and sixteen, in two originals, in Spanish and English languages, however in case of any conflict between the two texts, the text in English shall prevail.

FOR THE UNIVERSITY OF COLIMA FROM
THE UNITED MEXICAN STATES

FOR JAMIA MILLIA ISLAMIA FROM
THE REPUBLIC OF INDIA



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