



**COOPERATION AND COLLABORATION AGREEMENT**  
**BETWEEN**  
**THE CONSORTIUM FOR NORTH AMERICAN HIGHER EDUCATION COLLABORATION (CONAHEC)**  
**AND**  
**THE CONSORTIUM OF MEXICAN UNIVERSITIES**  
**(CUMEX, BY ITS SPANISH ACRONYM)**

**I. PURPOSE**

The purpose of this Agreement is to create a substantive working relationship between the Consortium for North American Higher Education Collaboration (CONAHEC) and the Consortium of Mexican Universities (CUMEX). This Agreement provides the general framework for cooperation between the two organizations to promote and strengthen the alliance between higher education institutions in the United States of America, Mexico and Canada.

**II. MISSION OF CUMEX**

The Consortium of Mexican Universities (CUMEX) is a not for profit Civil Association, legally established and with its own patrimony that has as its purpose to effectively contribute to the consolidation of a high quality, flexible and pertinent common higher education space in Mexico and to incorporate and respond to the international needs of higher education.

**III. MISSION OF CONAHEC**

CONAHEC is a not-for-profit organization which represents more than 170 higher education institutions in Mexico, the United States of America and Canada and with carefully selected Affiliate Members in 19 additional countries and which has as its mission to facilitate academic collaboration between institutions, organizations and entities of higher education in Canada, Mexico and the United States and to promoted collaborative linkages between North America and higher education entities around the world.

**IV. COMMITMENTS**

CUMEX and CONAHEC commit, to the extent permitted by their means and possibilities, to:

1. Promote institutional exchanges between their associates with the goal that the associated institution's students, professors, researchers and employees participate in a variety of learning, teaching or research activities, as well as professional development;

2. Promote the establishment of research networks and projects between member institutions;
3. Foster the participation of our respective members in activities and events of mutual interest of both ANUIES and CONAHEC;
4. Share interesting and relevant information for the benefit of the counterpart and its membership;
5. Identify areas and methods of collaboration between our members and work together to support or find sources of support for relevant projects and processes;
6. Exchange publications and academic, scientific and cultural materials;
7. Identify opportunities for joint efforts between CUMEX and CONAHEC member universities to ensure the continuous improvement of the quality of the education they offer, to increase the positive benefits of our members in their communities and strengthen their contributions to society through their research and knowledge transfer activities.
8. Identify opportunities to obtain financial resources from the federal governments of Mexico and the United States of America to support the collaboration between our members, and
9. Additional activities as are necessary to the completion of the objectives of the current agreement.

#### V. SPECIFIC AGREEMENTS

This general cooperation agreement will be the document of reference for any further specific agreement celebrated among the parties. Additional specific agreements should detail the obligations to which each party commits, and do not become binding until formulated in writing, accepted on behalf of the parties to each agreement by their assigned representatives and approved in writing by each of the parties. The scope of the activities established in each specific agreement depends on the funds available at each institution to support the programmed collaboration activities, as well as the financial subsidies that may be obtained by any of the parties from external sources.

#### VI. INTELLECTUAL PROPERTY

The parties recognize their respective rights regarding patents, utility models, industrial designs and rights of authorship.

Intellectual property rights resulting from work undertaken under the current agreement will correspond to the party which produced the work or to both in proportion to their contributions.

The parties agree to resolve any disagreements or ambiguities related to intellectual property derived from the undertakings subject to the current agreement peacefully and without recurrence to third parties.

#### VII. TERMS OF THE COOPERATION AND COLLABORATION AGREEMENT

This Agreement will be effective beginning on the date of its signing and will remain in force for five years. However, this Cooperation and Collaboration Agreement will be revisited and updated every year.

Both parties agree that this Agreement does not create a formal association or enterprise between the parties and neither party has the authority to assert obligations of the other.

Independently of any revision or update that is made to this Agreement annually, this Agreement could be approved for a new period of time by the parties at any time within its initial five year phase.

#### VIII. EARLY TERMINATION

Equally, this Agreement could be ended at any time by the parties or by means of written notification by either party to the other, providing 90 days notice, advising the other party of their desire to terminate the agreement. However, the activities that are already being implemented at that time will continue until their previously agreed upon conclusion.

#### IX. DISPUTES

In case of doubt or discrepancy regarding the contents or interpretation of the current agreement or of specific agreements related to this, the parties will resolve them together. If no agreement can be reached, the parties will designate an arbiter which can legally resolve the dispute.

The current agreement is signed in the city of Boston, Massachusetts, USA on the 26 of May, 2015 in the form of two identical copies in Spanish, and two identical copies in English, with both language versions being equally valid.

ON BEHALF OF **CONAHEC**

**SIGNATURE:**



**SEAN MANLEY-CASIMIR  
DIRECTOR EJECUTIVO**

ON BEHALF OF **CUMEX**

**SIGNATURE:**



**MTRO. HUMBERTO AUGUSTO VERAS GODOY  
PRESIDENT**