

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF FOREIGN AFFAIRS, THE
MINISTRY OF PUBLIC EDUCATION AND THE NATIONAL COUNCIL OF SCIENCE AND
TECHNOLOGY OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE STATE OF
NEW JERSEY OF THE UNITED STATES OF AMERICA TO PROMOTE COOPERATION IN THE FIELDS
OF WORKFORCE ALIGNMENT, EDUCATION, AND RESEARCH**

The Ministry of Foreign Affairs, the Ministry of Public Education and the National Council of Science and Technology of the United Mexican States and the Government of the State of New Jersey of the United States of America, hereinafter referred to as “the Participants”;

RECOGNIZING the longstanding partnership between the Government of the United Mexican States and the Government of the United States of America to expand educational opportunities in both countries; and

CONSIDERING the terms of the Memorandum of Understanding on Education between the Government of the United Mexican States and the Government of the United States of America, signed on the 8th and 17th of August of 1990, and its Appendix IX, signed on the 8th and 20th of November of 2012; and

CONSIDERING the importance of the bilateral economic activity between the United Mexican States and the State of New Jersey of the United States of America; and

SEEKING to specifically expand cooperation in the area of workforce alignment and enhance the existing cooperation in the fields of education and research between the Participants;

Have reached the following understanding:

I. PURPOSE

The purpose of this Memorandum of Understanding is to establish a working partnership between the Participants to:

- a) promote education and training aligned with the particular needs of industries and businesses of the Participants to make each more competitive in a global marketplace; and
- b) promote educational and research activities, including the mobility and exchange of students and teachers, and the collaborative sharing of information, research and ideas.

II. ACTIVITIES OF COOPERATION

The Participants may encourage their respective colleges and universities to engage in the following activities:

- a) provide education and training to prepare students for the specific needs of industries and businesses;
- b) encourage cooperation between institutions of higher education and the private industry;
- c) exchange academic materials and other information among and between both institutions of higher education and private industry;
- d) engage in academic exchange of students and teachers;
- e) implement joint research opportunities and scholarly activities;
- f) organize conferences and seminars;
- g) provide teacher training courses for Spanish and English language teachers;
- h) provide fellowship programs for students, including Ph.D. candidates, teachers, academics and researchers;
- i) offer online educational programs;
- j) provide other programs of educational exchange or industrial collaboration of interest to the Participants;
- k) establish partnerships with other counterparts to perform any of the above activities; and
- l) any other activities that fulfill the purpose of this Memorandum of Understanding.

III. AGREEMENTS OF COOPERATION

To achieve the objective of this Memorandum of Understanding, the Participants may encourage their colleges and universities to enter into specific agreements of cooperation, which should specify the objectives, implementation timeline, conditions and terms of funding and the responsibilities of each party, including the protection of intellectual property rights, dissemination of results, as well as any other aspect that the parties deem necessary.

IV. OTHER INSTRUMENTS

The cooperation under this Memorandum of Understanding does not affect the rights and obligations acquired by the Participants under other international instruments to which they are a party.

V. DESIGNATED PERSONNEL

The personnel designated by the Participants for the execution of the activities related to the organization, implementation, supervision or any other action under the present Memorandum of Understanding should continue under the responsibility of their respective institutions. Hence, no labor relations should be constituted with the other Participants, and in no case should the other Participants be considered as substitute employers.

VI. ENTRY AND DEPARTURE OF STUDENTS, RESEARCHERS, ACADEMICS AND TEACHERS

The Participants intend to provide, in coordination with their relevant authorities, reasonable support for the entry, stay and departure of students, researchers, academics and teachers officially taking part in the activities resulting from this Memorandum of Understanding.

The participating personnel in activities related to this Memorandum of Understanding are subject to the immigration, tax, customs, health and national security provisions, and other applicable law in force in the country of the receiving Participant. The participants should enter and depart the country of the receiving Participant in accordance with its laws.

VII. LIABILITY

Participants have no liability for damages arising from the failure to perform under this Memorandum of Understanding.

VIII. ADDITIONAL PROVISIONS

This Memorandum of Understanding is intended to memorialize the Participants' commitment to explore ways to promote collaboration between them, but this Memorandum of Understanding is non-binding and does not create any legal or binding obligations between the Participants. Nothing in this Memorandum of Understanding should be read to conflict with the laws and regulations of the United States or Mexico, or with any relevant international agreements.

This Memorandum of Understanding will be effective on the date of its signature and will be valid for four (4) years, after which it will be automatically renewed for additional four (4) year periods.

This Memorandum of Understanding may be modified with the mutual consent of the Participants through a written addenda signed by all Participants. Any modifications will become an integral part of this Memorandum of Understanding and will be effective on the date of signature.

Any Participant may terminate its participation under this Memorandum of Understanding, at any time. Participants should endeavor to give the other Participants thirty (30) days written notice of their intention to terminate this Memorandum of Understanding. The termination of this Memorandum of Understanding should not preclude the completion of any cooperative activities agreed upon while the Memorandum of Understanding was valid.

Signed in Mexico City, on September __, 2014, in four original versions in the Spanish and English languages. Both language versions constitute the same understanding, and have equal validity and effect.

**FOR THE MINISTRY OF FOREIGN AFFAIRS OF
THE UNITED MEXICAN STATES**

**José Antonio Meade Kuribreña
Minister**

**FOR THE STATE OF NEW JERSEY OF THE
UNITED STATES OF AMERICA**

**Chris Christie
Governor**

**FOR THE MINISTRY OF PUBLIC
EDUCATION OF THE UNITED
MEXICAN STATES**

**Emilio Chuayffet Chemor
Minister**

**FOR THE NATIONAL COUNCIL OF
SCIENCE AND TECHNOLOGY OF THE UNITED
MEXICAN STATES**

*name
position*