COOPERATION AGREEMENT FOR THE ESTABLISHMENT OF A JOINT GRADUATE FELLOWSHIP PROGRAM BETWEEN WEST VIRGINIA UNIVERSITY OF THE UNITED STATES OF AMERICA AND THE NATIONAL COUNCIL OF SCIENCE AND TECHNOLOGY OF THE UNITED MEXICAN STATES

West Virginia University of the United States of America (WVU) and The National Council of Science and Technology of the United Mexican States (CONACYT) hereinafter referred to as "the parties";

DESIRING to promote, develop and strengthen the relationship between both countries;

RECOGNIZING that granting fellowships to Mexican citizens to fulfill graduate studies in The United States will contribute to the improvement of the relationship between both Nations;

TAKING INTO CONSIDERATION the provisions of the Basic Agreement of Scientific and Technological Cooperation between the Government of the United Mexican States and the Government of the United States of America, signed in Washington D.C., on June 15th, 1972 and its annex on September 22nd, 1994.

The parties agree as follows:

ARTICLE 1 Objective

This Cooperation Agreement has the objective of establishing a joint program called CONACYT - WVU, to grant fellowship study degrees.

This Agreement aims to support all Mexican students funded by **CONACYT**, accepted and enrolled in any Master or Ph.D. program at **WVU**.

ARTICLE 2 Granting of Fellowships

- Mexican students at WVU:
 - a) WVU will offer in-state tuition fee for all Mexican students under this joint fellowship program enrolled at WVU in a master's degree for up to 2 (two) years and all Ph.D. students for up to 4 (four) years, under this Agreement.



- b) According to its established guidelines, CONACYT will pay the in-state tuition fee for those years in the Masters and Ph.D. programs (as established in the Article 2.1a) and will also provide a stipend and a support for health insurance for up to 2 (two) years for all master's degree students, and 4 (four) years to all Ph.D. students, under this Agreement.
- c) WVU agrees to cover the tuition fee, stipend and health insurance for the 5° (fifth) year of study (if needed) under this Agreement for those Ph.D. students.
- d) All Mexican students accepted on any graduate programs at WVU will receive all the benefits offered by the University to its students.
- e) WVU will provide Mexican students with documentation indicating admission to the University, but it will be the student's responsibility to obtain the necessary visas. WVU will also provide information on how the student's visas are generally obtained.
- f) WVU will propose an academic contact person who may offer assistance and mentoring support to the students financed by CONACYT under this Agreement.

WVU agrees to send the tuition fee invoices to **CONACYT** showing in detail the in-state tuition fee as specified in **Article 2.1.a** of this Agreement.

WVU recognizes that it is the student responsibility to cover the fees identified as "Student fees" (where applicable) and that **CONACYT** will have **NO** obligations or commitment of payment of this type of fee or any other fee charged to the student, for the duration of this Agreement.

In order for **CONACYT** students to continue receiving the support established in this Agreement, the students must be enrolled full-time at **WVU** and maintain a good academic and disciplinary standing.

WVU recognizes that those students supported by the present Agreement who have obtained a Master's degree from an accredited Mexican University through a program registered in the "Programa Nacional de Posgrados de Calidad (PNPC)" certified by **CONACYT**, will be able to fully attend any Ph.D. program at **WVU** with the purpose of receiving the rank of Doctor of Philosophy.

ARTICLE 3 Short Fellowship visits

- 1. Fellowship visits to WVU:
 - a) According to their established guidelines CONACYT may propose visits of Mexican Master Students for up to 6 (six) months and Mexican Ph.D. students for up to 12 (twelve) months to WVU with the purpose of training



and gaining experience in specific research projects, contingent on the availability of faculty members to supervise the activity.

b) CONACYT will pay to all visiting Mexican Master and Ph.D. students the stipend and a support for health insurance for the duration of the Fellowship visit to WVU and laboratory training fees if applicable.

2. Fellowship visits to México:

- a) According to their established guidelines WVU may propose visits of Master students for up to 6 (six) months or Ph.D. students for up to 12 (twelve) months to any accredited Mexican University registered in the "Programa Nacional de Posgrados de Calidad (PNPC)" certified by CONACYT, with the purpose of training and gaining experience in specific research projects, contingent on the availability of faculty members to supervise the activity.
- b) CONACYT will pay to all visiting WVU Master and Ph.D. students, accepted in any Mexican University, the stipend and a support on medical service for the duration of their Fellowship visit to México (and laboratory training fees if applicable).

With regard to the short Fellowship visitors, the Agreement will apply from the date of its signing and applications will be open throughout the year.

ARTICLE 4 Financing

The parties agree to finance the fellowship program in accordance with the provisions of the previous Articles with the possibility of finding alternate ways of financing, based on the requirements of each particular case.

The execution of this Agreement is subject to budget availability of both parties, as well as to any legal provisions in force, and therefore it does not constitute in any way a commitment of resources in subsequent fiscal years, nor to any additional expenses or future economic obligations.

ARTICLE 5 Coordination Areas

Each party will designate an Activities' Coordinator who will be in charge of the followup and evaluation of the fellowship program, and keeping the parties informed at all times.

The Activities' Coordinators designated by the parties are:



At WVU:

Victor H. Mucino
Professor and Associate Chairman for Education
Department of Mechanical and Aerospace Engineering
West Virginia University
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At CONACYT:

Pablo Rojo Calzada,
Director of Scholarships
Consejo Nacional de Ciencia y Tecnología
Ave. Insurgentes Sur 1582 1st Floor south
México City, 03940
(55) 53227700 ext. 1200
projo@conacyt.mx

ARTICLE 6 Handling of Information

All Students will be subject to the Rules and Regulations of the University and the graduate program's unit, in which they are officially enrolled, including but not limited to, the University's policies on intellectual property, patents, conduct, and handling of information observing Mexican and US export control regulations.

ARTICLE 7 Dispute Resolution

In the event there is a difference in the interpretation or implementation of this Agreement, both parties agree that they will make a good faith effort to resolve this discrepancy via amicable discussions between the respective Activities' Coordinators identified in this Agreement. If the difference cannot be resolved at this level, then both parties agree to seek an alternative resolution, subject to mutually agreeable rules both Parties decide to adopt.

ARTICLE 8 Early Termination

In the event either party decides to terminate this Agreement, it must be requested in writing and formally addressed to the other party at least 6 (six) months in advance.



The conclusion of this Agreement shall not affect the ongoing cooperation activities and currently enrolled student degree programs that have been formalized during its term, unless the parties expressly agree otherwise.

Final Provisions

This Agreement will enter into effect on the date of its signing and will end on **December 31st, 2021**. It may be extended by mutual consent, after an acceptable evaluation of its intended goals and associated results, in written agreement form by both parties, **30 (thirty)** days prior its expiration date.

This Agreement may be also modified, as required, during its operative period by mutual consent of both parties, and formalized through written communications clearly specifying the changes and the date these modifications will enter into effect.

SIGNED ON JULY 29TH, 2016, IN 4 (FOUR) ORIGINAL COPIES, 2 (TWO) IN SPANISH LANGUAGE AND 2 (TWO) IN ENGLISH LANGUAGE, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR WEST VIRGINIA UNIVERSITY

FOR THE NATIONAL COUNCIL OF SCIENCE AND TECHNOLOGY

JOYCE MCCONNELL

Provost

UNIDAD DE ASUNTOS JURÍDICOS

CONVICE

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MARÍA DOLORES SÁNCHEZ SOLER
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Studies and Scholarships

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