

COOPERATION AGREEMENT EXECUTED BY AND BETWEEN THE UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO (HEREINAFTER "UNAM"), HEREIN REPRESENTED BY ITS SECRETARY GENERAL, DR. EDUARDO BÁRZANA GARCÍA AND BY THE COORDINATOR OF SCIENTIFIC RESEARCH, DR. CARLOS ARÁMBURO DE LA HOZ, WITH THE ASSISTANCE OF THE DIRECTOR OF THE INSTITUTE OF NUCLEAR SCIENCES, DR. MIGUEL ALCUBIERRE MOYA, AND THE INTERNATIONAL CENTER FOR RELATIVISTIC ASTROPHYSICS (HEREINAFTER "ICRANet") HEREIN REPRESENTED BY ITS DIRECTOR, DR. REMO RUFFINI, IN ACCORDANCE WITH THE FOLLOWING RECITALS AND CLAUSES:

RECITALS

I. UNAM states that:

- 1 In accordance with article 1 of its Organic Law, published in the Official Gazette of the Federation on January 6, 1945, it is a public decentralized entity of the State, with full legal capacity, whose purpose is that of providing higher education to form professionals, researchers, university faculty and technicians that are useful to society, as well as that of organizing and conducting research dealing mainly with national issues and conditions and to disseminate to the greatest extent possible the benefits of culture.
- 2 Its legal representation is vested in its Rector, Dr. José Narro Robles, as provided in articles 9 of its Organic Law and 30 first paragraph of its General Statutes, being vested with powers of delegation pursuant to section I of article 34 of said Statutes.
- 3 Dr. Eduardo Bárzana García, in his capacity as Secretary General, and Dr. Carlos Arámburo de la Hoz, in his capacity as Coordinator of Scientific Research, are both vested with the authority to enter into this instrument, in accordance with the Resolution to delegate and allocate responsibilities for the signing of agreements, contracts and other consensual instruments entered into by UNAM, published in the University Bulletin (*Gaceta UNAM*) on September 5, 2011.
- 4 The Institute of Nuclear Sciences, whose head is Dr. Miguel Alcubierre Moya, is part of the organizational and administrative structure of the UNAM, and has the infrastructure and resources required to enter into and perform under this agreement.
- 5 For all legal purposes hereunder it designates as its address that located at 9° piso de la Torre de Rectoría, Ciudad Universitaria, Delegación Coyoacán, Código Postal 04510, México, Distrito Federal.

II. ICRANet states that:

- 1 It is an independent international institution having full legal capacity and its own authority, privileges, infrastructure and required conditions to efficiently engage in the activities to achieve its purposes, and that it was created on March 19, 2003 under Resolution published in the *Gazetta Ufficiale della Repubblica Italiana*.

- 2 among its purposes are those of promoting international scientific cooperation and research in the field of relativistic astrophysics.
- 3 Dr. Remo Ruffini, in his capacity as ICRA Net Director has the required powers and authority to enter into this agreement, this as set forth in the minutes of the first meeting of its Steering Committee held on September 12, 2005.
- 4 For all legal purposes hereunder it designates as its address that located at Piazza della Repubblica 10-65100 Pescara, Italia.

III. BOTH PARTIES state that:

SOLE: In consideration of the foregoing, they agree to be bound by the terms and conditions set forth in the following:

C L A U S E S

FIRST.- PURPOSE:

The purpose of this agreement is that of regulating the activities addressed to promoting academic cooperation between the UNAM and ICRA Net.

SECOND.- ACTIVITIES:

In order to achieve the purpose of this Agreement the parties agree to undertake the activities set forth herein below:

1. The institutional exchange of faculty, researchers and graduate level students;
2. The promotion of teaching and/or research activities relating to the fields of interest to both UNAM and ICRA Net;
3. The organization of seminars, lectures, workshops and short courses in the above mentioned field;
4. Technical and scientific support for cultural events and activities open to the public;
5. The development of activities geared towards the training of high-level, specialized university professors and researchers;
6. The organization of regular and advanced training courses and the inter-institutional development of the fields of research relating to the local graduate level programs;
7. Joint publications;
8. Open lectures and other activities geared towards the dissemination of science;
9. Exchange of teaching and research activity information in each institution.

THIRD. SPECIFIC AGREEMENTS

In order to undertake the activities set forth in the preceding clause, the parties shall enter into Specific Collaboration Agreements deriving from this agreement, which will set out in detail the actual activities to be undertaken and will be signed by persons legally authorized to represent and bind the parties thereto.

FOURTH.- UNDERTAKINGS OF THE PARTIES

In order to properly achieve the purposes hereof, the parties agree to the following:

1. As a general principle, to finance the academic activities arising from this Agreement within their respective budgetary restrictions;
2. All travel expenses of faculty or technicians shall be borne by their home institution,
3. Room and board expenses of faculty or technicians shall be borne by the host institution;
4. To assist the persons involved in the activities herein contemplated in seeking financial support from domestic and international agencies and institutions.

FIFTH.- MEDICAL INSURANCE

The parties shall not be required to obtain medical insurance for the persons participating in the activities herein contemplated, the students, faculty staff and researchers involved in the exchange activities shall be responsible for obtaining valid insurance for the duration of their academic stays.

SIXTH.- ENTRY AND EXIT OF PERSONS

The parties shall undertake all processing required before the proper authorities to facilitate the entry, stay, and exit of the persons participating in an official capacity in collaborative activities deriving from this Agreement. These persons shall abide by all applicable immigration, tax, customs, sanitary and safety provisions in force in the host country and will not be allowed to engage in any activity not relating to their function without the prior consent of the appropriate authorities. Participants shall exit the host country as required by this country's applicable laws.

SEVENTH. TECHNICAL COMMITTEE

For the proper performance of the activities stated herein, the parties shall create a Technical Committee which will have the following attributions:

- a) To meet at least once a year to plan and organize the activities and joint projects (such meetings may be arranged through electronic means, i.e., by teleconference);
- b) To determine and approve any and all viable actions to be undertaken;
- c) To monitor the activities herein contemplated;
- d) Such others as the parties may agree upon.

EIGHTH. RESPONSIBLE PERSONS

For the performance of the activities herein set forth, the parties will designate as the person in charge:

For UNAM: Dr. Miguel Alcubierre Moya, Director of the Institute of Nuclear Sciences.

For the ICRANet, Dr. Remo Ruffini, Director.

NINTH. LABOR RELATIONSHIP

The parties agree that the personnel assigned by each to perform under this Agreement shall be deemed to relate solely to the party that employs them. Accordingly, each party assumes its own liability in this regard, and under no circumstance shall the other party be deemed to be a surrogate or joint employer.

TENTH. INTELLECTUAL PROPERTY

The intellectual property deriving from the work undertaken hereunder shall be subject to the applicable legal provisions and to the particular agreements specifically entered into by the parties on this matter, and due credit and recognition shall be given to those participating in such work. It is expressly understood that the parties may use the results of the activities contemplated herein in their respective academic work and undertakings.

ELEVENTH.- CIVIL LIABILITY

It is expressly agreed that the parties shall have no civil liability for damages and losses that may ensue as a result of acts of God or Force Majeure events, specifically as a result of academic or administrative work stoppages, it being understood that upon cessation of any such events, the parties shall resume the activities herein contemplated in the manner and under terms as agreed upon between the parties.

TWELFTH.- EFFECTIVE TERM

This agreement shall become effective as of the date of its signature, remain in effect for a term of 5 (five) years, and may extended for like terms by written agreement of the parties, prior assessment of the results obtained.

THIRTEENTH.- ADVANCED TERMINATION

This Agreement may be terminated in advance by mutual agreement of the parties by giving a 60 (sixty) calendar-day advance written notice thereof. The parties shall take the necessary action to avoid causing damages and losses to the other and third parties.

FOURTEENTH.- AMENDMENTS

Additions or amendments to this Agreement may be made to it by the parties by execution of an amendatory agreement. Any such amendments or additions shall bind the signatories thereof as of their date of execution.

FIFTEENTH.- INTERPRETATION AND PERFORMANCE

The parties agree that this Agreement is entered into in good faith and therefore any disputes or controversies which may arise as regards its interpretation, or execution and performance hereunder shall be resolved by the Technical Committee to which reference is made in clause Sixth hereof, by mutual agreement of the parties.

This agreement having been read and the parties acknowledging being cognizant of its content and legal scope, they sign it in five counterparts, in Mexico City, Federal District, on the fifteenth day of the month of February of the year two thousand and thirteen.

UNAM

ICRANet

By:

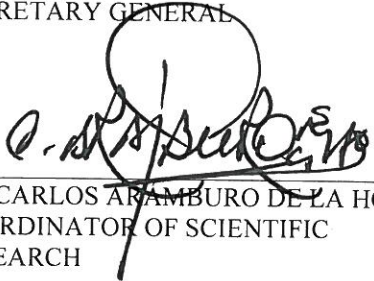

DR. EDUARDO BÁRZANA GARCÍA
SECRETARY GENERAL

By:

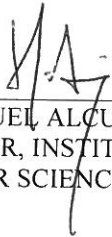

DR. REMO RUFFINI
DIRECTOR

15/02/2013

By:


DR. CARLOS ARAMBURO DE LA HOZ
COORDINATOR OF SCIENTIFIC
RESEARCH

By:


DR. MIGUEL ALCUBIERRE MOYA
DIRECTOR, INSTITUTE OF
NUCLEAR SCIENCES