



MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF FOREIGN AFFAIRS OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF FLANDERS ON COOPERATION IN AREAS OF MUTUAL INTEREST

The Ministry of Foreign Affairs of the United Mexican States and the Government of Flanders, competent for the regional and community powers for the Region and Community of Flanders in accordance with the Constitution of Belgium, hereafter "the Parties":

CONSIDERING the important relations between Mexico and Flanders with regard to economic activity, historic heritage and culture;

RECOGNIZING the bonds of friendship and cooperation that characterize the relation between Mexico and Flanders;

TAKING INTO ACCOUNT the significance of the existing cooperation between Mexico and Flanders, through instruments and programs that the institutions of both Parties have established in different areas:

WISHING to extend cooperation and exchange in the areas of human capital development, higher and graduate level education, scientific research, innovation and technological development, and cultural and business promotion;

Have agreed as follows:



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ARTICLE 1 Objective

The objective of the Memorandum of Understanding is to establish a basis upon which the Parties may promote activities of cooperation in areas of mutual interest.

ARTICLE 2 Areas of Cooperation

The areas of exchange and cooperation to which this Memorandum of Understanding will apply are, among others:

- 1. <u>Training of human Capital</u>. The Parties will promote cooperation projects between Mexican and Flemish institutions, for the training and technical education of human capital, in areas of mutual interest to Mexico and Flanders, particularly those in line with the specific needs of industry and manufacturing, and that promote competitiveness in the global market. These projects may include short-term training programs within industry.
- 2. <u>Higher Education and Graduate Studies</u>. The Parties will encourage the participation of Mexican and Flemish higher-education institutions in mobility and cooperation schemes within the framework of the European Union and national programs for international student mobility, as well as cooperation to develop academic programs leading to joint or multiple degrees. The Parties will encourage the exchange of experts and information on topics of mutual interest such as higher-education reform and evaluation. The Parties will evaluate existing scholarship programs at the level of Bachelor's, Specialist, Master's, and Ph.D. degrees, on a regular basis.
- 3. Scientific Research, Innovation and Technological Development. The Parties will promote joint activities in scientific research, innovation and technological development between Mexican and Flemish universities and research centres. Such activities will include, but will not be limited to, the development of joint projects, the mobility and the exchange of scientists and young researchers, reciprocal residencies in research centres and industrial laboratories, the exchange of information and ideas, the organization of conferences, seminars and symposia, and the transfer of technology where appropriate.
- 4. <u>Business Promotion</u>. The Parties will encourage communication and economic exchanges between Mexican and Flemish institutions and will foster the development of trade and investment activities that further a mutual business presence. Likewise, the Parties will promote the establishment of strategic partnerships between businesses, especially SMEs, and Strategic Research Centres and will provide ProMéxico and Flanders

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Investment and Trade (FIT) fast-track access to relevant government institutions, inter alia, for transport and communication, the phytosanitary agencies or customs, in order to exchange commercial and economic studies, as well as information regarding potential investors in all sectors identified by these agencies. The Parties will continue and increase mutual promotion activities (seminars, programs, business meetings).

- 5. <u>Cultural Promotion</u>. The Parties will exchange information about the relevant aspects in cultural policy. They will also identify common themes of current significance to cultural policy as a basis for supporting, among others, art exhibits, concerts, film presentations, music and art restoration courses, residencies for artists, writers, translators, musical-instrument makers and restorers, and exchange of early-music scores and master classes, with participating conservatories, museums and institutions of higher learning from Mexico and Flanders.
- 6. <u>Centre for Mexican Studies</u>. The Parties will encourage the participation of the Centre for Mexican Studies of the University of Antwerp in the cooperation activities included in this Memorandum of Understanding. The Parties will seek adequate and joint finance mechanisms for the development of joint activities with the University of Antwerp.

ARTICLE 3 Specific Cooperation Projects

In order to fulfil the objective of this Memorandum of understanding, the Parties will encourage Mexican and Flemish institutions, including the universities, research centres, museums, conservatories and other cultural institutions, to implement Specific Cooperation Projects.

The abovementioned Specific Cooperation Projects will specify in detail the goals, actions, timeframes responsibilities of each Party. If needed, the Specific Cooperation Projects will include provisions for the protection of intellectual property rights, specifications for mobility, the responsibilities of the personnel appointed for their implementation, provisions for the diffusion of results and any other elements deemed necessary.

ARTICLE 4 . Financing

The Parties agree, within the framework of a Working Program, to develop the financing mechanisms needed for the implementation of the activities included in this Memorandum of Understanding.

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ARTICLE 5 Working Group

In order to follow up on the commitments set forth in this Memorandum of Understanding, the Parties agree to establish a Working Group, consisting of an equal number of representatives appointed by each Party. It will adopt the Working Program and Specific Cooperation Projects and evaluate the activities executed in accordance with this Memorandum of Understanding. The working group will convene at the request of either one of the Parties.

ARTICLE 6 Designated Personnel

The personnel designated by the Parties for the organization, implementation, supervision or any other action related to the present Memorandum of Understanding will remain under the responsibility of their respective institutions. Hence, no labour relations will be established with the other Party.

ARTICLE 7 Entry and Departure of Participants

The Parties will provide, in coordination with their relevant authorities, the necessary support for the entry, stay and departure of participants in the cooperation activities derived from this Memorandum of Understanding.

Such participants will be subject to the relevant immigration, tax, customs, health and national-security provisions and other laws in force in the country of the receiving Party.

ARTICLE 8 Responsibility

The Parties will not bear any responsibility for damages incurred by the violation of the commitments made by participating institutions within the framework of this Memorandum of Understanding.

None of the provisions of this Memorandum of Understanding will be construed in a manner that contravenes the national legislation of the Parties.

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ARTICLE 9 Disputes Resolution

Any dispute derived from the interpretation or implementation of this Memorandum of Understanding will be resolved through direct negotiations between the Parties.

ARTICLE 10 Final Provisions

This Memorandum of Understanding will enter into force from the date of its signature and will remain in force for an indefinite period.

This Memorandum of Understanding may be amended with the mutual and written consent of both Parties. Such amendments will be incorporated into the Memorandum of Understanding and will enter into force from the date of signature.

Either Party may terminate this Memorandum of Understand at any time, through written notification to the other Party sixty (60) days' advance notice.

The termination of this Memorandum of Understanding will not affect the completion of cooperation activities formalized during its validity.

Signed in Brussels on the twenty-second June of two thousand and sixteen, in two originals, in the Spanish, Dutch and English languages, all texts being equally authentic. In case of divergences of interpretation, the English text will prevail.

FOR THE GOVERNMENT OF FLANDERS

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FOR THE MINISTRY OF FOREIGN AFFAIRS OF THE UNITED MEXICAN STATES

Koen Verlaeckt Secretary General Eloy Cantú Segovia Ambassador