

Tallamona
2 Jul 2004



General Agreement

for

Institutional Cooperation

between

University of Colima

Colima, México

and

Chulalongkorn University

Bangkok, Thailand

AGREEMENT OF COOPERATION SIGNED ON THE ONE HAND BY THE UNIVERSITY OF COLIMA REPRESENTED BY RECTOR DR. CARLOS SALAZAR SILVA HEREAFTER THE "U DE C" AND ON THE OTHER HAND, CHULALONGKORN UNIVERSITY REPRESENTED BY PRESIDENT PROFESSOR KHUNYING SUCHADA KIRANANDANA HEREAFTER "CU", IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

DECLARATIONS

FIRST.- THE UNIVERSITY OF COLIMA DECLARES:

- I. That it is a decentralized public institution with its own legal status and the capacity for acquiring and administering property. That it has, among others, the following objectives: Teaching, Research, Culture Dissemination and University Extension as set out in its Organic Law, which the Constitutional Congress of Colima passed by means of decree number 76. It was published in the Local Government Newspaper on November 22, 1980.
- II. That Dr. Carlos Salazar Silva is the Rector of the University of Colima, as testified to in the public deed number 10,847 dated January 8, 2002. Attorney Ramón Pérez Díaz, notary of the Public Notary's Office number 1 of this district since its holder, attorney Ramón Pérez Díaz, was on leave. The deed was recorded in the Public Register for Property and Commerce of that city on page 112875-1 dated January 13, 2002. Based on article 27 of the University Organic Law, the Rector of this university has full power to appear at the signing of this agreement.
- III. That it has as its legal domicile Av. Universidad No. 333, C.P. 28040, Colima, Colima, México.

SECOND.- CHULALONGKORN UNIVERSITY DECLARES:

- I. That it is a public institution with its own legal status and the capacity for acquiring and administering property. That it has, among others, the following objectives: Teaching, Research, Academic Services and Culture Dissemination.
- II. That Professor Khunying Suchada Kiranandana is the President of Chulalongkorn University from 1st April 2004 – 31st March 2008, as testified to in the public deed dated March 11, 2004. Based on the University Organic Law, the President of this university has full power to appear at the signing of this agreement.
- III. That it has as its legal domicile Phyathai Rd., Pathumwan, Bangkok, 10330, Thailand

joint tasks will remain completely under the guidance of and dependence on the institution they are currently working at, whether they render their services outside the facilities of such institution or to the ones they have been assigned.

FOURTH.- If during the program's execution the staff involved come from other institutions, they will always remain under the guidance of and dependence on those institutions. Thus, their participation won't give rise to work relations either with "CU" nor with the "U DE C".

FIFTH.- In case they cannot fairly provide totally or partially such resources, both parties will try to get from other institutions and government departments or international organizations jointly or separately the resources necessary for the development of programs related to the specific cooperation agreements.

Sixth.- Each of the specific cooperation agreements the first clause refers to, will contain the terms necessary to regulate copyright concerning materials made as a result of collaborative work and the industrial kind (patents, invention certificates and model register or industrial drawing, etc.), That may arise from the research work.

SEVENTH.- This agreement shall in the first instance be valid and binding for a term of five (5) years effective as of the signing of this agreement and may be extended under request of both parties for another five years. However, this agreement can be terminated when both parties determine to do so by mutual agreement or when either of them notifies the other party in writing. Upon the date this notification is received, this agreement will still be valid for (30) thirty days without affecting the compliance of the on-going specific programs.

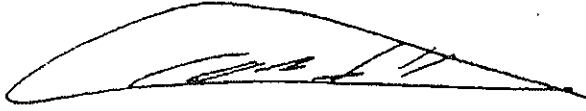
EIGHTH.- Upon termination of this agreement, both parties agree on complying with each of the terms this document consists of and that have not been accomplished by the date of termination of the agreement.

NINTH.- General, administrative and academic information, which derives from this agreement, should be addressed as appropriate for the "U DE C", to dirección general de intercambio academico y becas and as appropriate for "CU" to the International Office.

Having read the present agreement and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

The University of Colima

Chulalongkorn University



By: Dr. Carlos Salazar Silva
Rector



By: Professor Khunying Suchada Kiranandana
President

Date: 2/ Jul / 2004

Date: July 2, 2004