

Framework Agreement on Scientific Cooperation

between

El Colegio de México represented by Dr. Silvia Giorguli

and

**the Max Planck Society for the Advancement of Science
(for the Max Planck Institute for Foreign and International Criminal Law)
represented by Prof. Dr. Dr. h.c. Hans-Jörg Albrecht.**

In accordance with the common desire to establish a closer level of friendship and mutual assistance between El Colegio de México and the Max Planck Institute for Foreign and International Criminal Law (an institute of the Max Planck Society for the Advancement of Science), both parties intend to enter into agreement for the purpose of academic cooperation and research in the field of criminal law and criminology. They therefore agree to establish this Framework Agreement on Scientific Cooperation, which shall be governed by the following terms and conditions:

§ 1 Areas of Cooperation

Areas of cooperation shall include:

- exchange of scholars, (researchers and PhD students) including free on-site access to research infrastructure (library, databases, appropriate work station)¹
- mutual research activities
- joint workshops, seminars and conferences
- exchange of academic materials, publications and information on criminal law and criminology
- all other activities of common interest and benefit that are yet to be agreed.

¹ To ensure the availability of an appropriate work station, visiting scholars should apply for a research place with the respective guest coordinators at the Institute.

§ 2 General Responsibilities

- (1) During the exchange of scholars, individual employment decisions will be left to each party. The employees of each party shall retain their affiliation to the relevant employer and their original employment status in the country of origin. Thereby, the parties shall fully retain their duties as employer, and pay and manage personnel affairs pursuant to the applicable legislation and internal policies. Neither party shall be responsible for the travel or personal expenses of an exchange scholar – including their accommodation costs, health insurance or any other medical expenses – unless this is otherwise expressly agreed to in advance.
- (2) The parties will apply the relevant provisions and national Regulations in force regarding insurance, accidents and medical expenses of the participating researchers. The parties undertake to ensure that any necessary applications (e.g. working permits, correct visa application) pertaining to the residency of researchers belonging to their institution are applied for and permitted under their national regulations in advance and undertake to support the other party on relevant matters, e.g. by inviting researchers to their institution to support the visa application process.
- (3) The host institution shall inform the home institution of any problems involving an exchange scholar during their stay at the host institution.
- (4) The host institution cannot accept an exchange scholar without the proper visa (if required) and health insurance requirements that are needed to cover the entire period of the proposed exchange.
- (5) Security regulations at the relevant institutions have to be followed by all personnel at all times.

§ 3 Confidentiality

The parties undertake to treat all documents marked as secret and other details which are made accessible bilaterally in a confidential manner and to keep them secret from any third party. Such obligation of confidentiality shall survive termination of this Agreement but apply no longer than three years following termination of this Agreement, unless the information has become common knowledge through publications issued by third parties or in another manner, or the respective party to the Agreement has explicitly consented to publication.

§ 4 Publications

In principle, both parties shall jointly publish the results of their joint activities. In the event of sole publication by either party, the written consent of the other party shall be obtained prior to such publication; such consent shall not unreasonably be withheld. In such a case, the contribution of the other party shall be acknowledged in accordance with internationally accepted practice.

§ 5 Intellectual Property Rights

Any existing intellectual property and/or already conceived inventions, know-how, discoveries and technologies of either party, and any such intellectual property of either party generated outside the scope of this Agreement (the "Background IP"), shall remain the sole and exclusive property of such party. Neither party shall make any claim to the other party's Background IP.

All intellectual property generated by staff members of Max Planck Society during the course of this Agreement shall belong to Max Planck Society. All intellectual property generated by staff members of El Colegio de México during the course of this Agreement shall belong to El Colegio de México. Jointly generated intellectual property shall jointly belong to Max Planck Society and El Colegio de México. Their share in the intellectual property shall be determined in accordance with the significance of the contribution to the jointly generated intellectual property. Each party may use such property for non-commercial research and scholarly purposes. Both parties agree to collaborate in the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

§ 6 Implementation

- (1) All arrangements developed in accordance with this Framework Agreement shall be implemented in writing through specific agreements, addenda or other such instruments.
- (2) The parties shall establish, in writing, all dates, implementation conditions and specific responsibilities.

§ 7 Financial Resources

- (1) The basic principle of this Framework Agreement shall be that each party is responsible for the costs of their own scholars, research and publications.
- (2) Each party will seek to inform scholars of the other party about its upcoming academic events organized in the field of criminal law and criminology, and will attempt to grant free access to such events for scholars of the other party.
- (3) Nothing in this Framework Agreement shall entail the transfer of financial resources between the parties.
- (4) The implementation of projects and programs resulting from this Framework Agreement shall depend upon the availability of financial resources. Both parties are responsible for seeking financial resources.

§ 8 Amendments

Alterations or amendments to this Framework Agreement, with the sole exception of § 1, shall be set forth in addenda. These addenda shall become part of this Framework Agreement upon the signature of both parties.

§ 9 Entrance into Force and Termination

- (1) This Framework Agreement shall enter into force once it has been signed by both parties.
- (2) This Framework Agreement shall remain in force for a period of five years. It may be unilaterally terminated by either party through the provision of six months' notice in writing. If this Framework Agreement is not terminated, then it will be automatically extended for another five years.
- (3) The termination of this Framework Agreement shall not affect exchange scholars from completing their activities at the host institution at the time of termination unless this is specifically agreed to by both parties.
- (4) The termination of this Framework Agreement shall not affect programs and projects that are underway at the time of termination unless this is specifically agreed to by both parties.

§ 10 Definitions

- (1) For the purpose of this Framework Agreement:
 - an 'exchange scholar' is anybody who is a member of the scientific staff of the home institution who is at the host institution to do research and/or participate in programs or projects implemented under this Framework Agreement
 - the 'home institution' is the location at which the exchange scholar is employed
 - the 'host institution' is the location that accepts the exchange scholar.
- (2) This terminology shall be used in any addenda or other instruments derived from this Framework Agreement.

In agreement with the terms and conditions set forth above, both parties (through their legal representatives) hereby sign 2 original copies of this Framework Agreement, both in English.

(Prof. Dr. Dr. h.c. Hans-Jörg Albrecht)

Mexico City, October 26th, 2015

(Dr. Silvia Giorguli)