



Sociedad
Mexicana
de Ingeniería
Sísmica

SCIENTIFIC AND TECHNICAL COLLABORATION AGREEMENT

JUNE 3, 2016

MEXICO CITY, MEXICO



SCIENTIFIC AND TECHNICAL COLLABORATION AGREEMENT MADE BETWEEN THE EARTHQUAKE ENGINEERING RESEARCH INSTITUTE, FROM THE UNITED STATES OF AMERICA, HERE INAFTER AND FOR THE PURPOSES OF THIS AGREEMENT CALLED "EERI", AS PARTY OF THE FIRST PART, REPRESENTED BY ITS PRESIDENT, MRS. MARY COMERIO, AND THE SOCIEDAD MEXICANA DE INGENIERÍA SÍSMICA, FROM MEXICO, CALLED "SMIS" FOR THE PURPOSES OF THIS INSTRUMENT, AS PARTY OF THE SECOND PART, REPRESENTED BY ITS PRESIDENT, DR. DAVID DE LEÓN ESCOBEDO.

STATEMENTS

I. EERI declares:

1. That it is a non-profit organization in the United States of America, with full juridical authority to govern itself. Its objective is to reduce earthquake risk by advancing the science and practice of earthquake engineering, by improving understanding of the impact of earthquakes on the physical, social, economic, political and cultural environment, and by advocating comprehensive and realistic measures for reducing the harmful effects of earthquakes, as established by its Bylaws.
2. That it has seven classes of membership: Active, Honorary, Subscribing, Retired, Young Professional, Affiliate and Student Members. Among them, Affiliate Members are residents in developing countries or less developed countries with a valid interest in the objectives of this institute.
3. That the legal representation of this institution is the responsibility of its President, Mrs. Mary Comerio, according to the provision c) of Article VIII of the Bylaws.
4. That for the purposes of the present agreement it has the following legal address: 499 Fourteenth Street Suite 320, Oakland, California, 94612-1934, United States of America.

II. SMIS declares:

1. That it is a non-profit scientific and technical organization established under Mexican Law. Its objectives are established in its Statutes, and are to:
 - a. Research and develop technology to study, analyze, detect and assess the seismic phenomena; develop projects related to earthquake engineering that foster research, as well as gathering of data and experiences.
 - b. Gather people interested in earthquake engineering problems in order to exchange knowledge, experiences and research.
 - c. Organize scientific events such as courses, seminars, conventions, workshops among others.
 - d. Promote the activities of the organization, available, including the publication of bulletins and electronic journals.
 - e. Exchange the experiences obtained through the research projects developed with all kinds of organizations and institutions; as well as participate in all kind of technical

events in order to acquire new knowledge and facilitate the implementation of research programs with similar organizations.

- f. In general, sign all agreements, obligations, contracts and operations necessary for its good operation and improved progress.
 - g. The organization may acquire and administrate the goods necessary for fulfilling its nonprofit objectives.
2. That it has four classes of membership: Honorary, Active, Sponsoring, Student and Foreign Members.
 3. That the legal representation of this institution is the responsibility of its President, Dr. David de León Escobedo, according to the provision c) of Article 24 of the Statutes.
 4. That for the purposes of the present agreement it has the following legal address: Camino a Santa Teresa 187, Parques del Pedregal, Tlalpan, 14010, Mexico City.

The Earthquake Engineering Research Institute, from the United States of America, and the Sociedad Mexicana de Ingeniería Sísmica, from Mexico

WITNESETH

1. Whereas both institutions are linked by common interest and objectives related to:
 - a. Contributing to the development of sustainable earthquake risk mitigation in our countries.
 - b. Building a better understanding of earthquake loss potential and the range of mitigation options in the pre- and post-earthquake environment.
 - c. Improving the dissemination and application of scientific and engineering knowledge and information between Mexico and the United States of America.
 - d. Establishing lines of communication among our members.
2. Whereas in order to contribute to the progress of the people and to draw them closer, it is considered of utmost importance to establish relations in the scientific and technical fields related to earthquake engineering.
3. Whereas it is precisely the technical societies, institutions called upon, by virtue of their nature, goal and objectives, to establish the communication channels allowing the scientific and technical collaboration in all matters pertaining the earthquake engineering discipline.
4. Whereas in view of the above, both institutions deem advisable to increase their scientific and technical liaison, providing therefore, all suitable tools.

For this purpose, they have decided, as of this date, to enter into a scientific and technical cooperation agreement, thereby according to the following

CLAUSES

OBJECTIVES ANO ACTIVITIES

FIRST: The objective of the present agreement is to promote and sponsor collaboration between both parties, with the goal of participating jointly in scientific and technical activities in areas of common interest related to earthquake engineering.



SECOND: In order to achieve the objective of this agreement, the parties agree to carry on the following activities.

- a. Develop an agenda of common problems and areas of opportunity in earthquake engineering.
- b. Exchange and translate selected publications and other information.
- c. Develop joint publications and information on mitigation measures.
- d. Carry out joint research programs.
- e. Organize seminars and conferences.
- f. Exchange of scholars to participate in conferences, colloquia, symposia and special short-term courses.
- g. Encourage the organization and participation in technical committees.
- h. Promote the participation of social scientists from both countries in the development of earthquake mitigation policies.
- i. Encourage a multidisciplinary approach in the activities to be developed.

WORK PROGRAMS

THIRD: To develop the activities set forth in the previous clause, the parties shall prepare the work programs in each particular case, for establishing the limits of obligation that each party will have.

The parties agree that work programs developed within the framework of this agreement shall be subject, at a minimum, to the provisions set forth in the appendix to this document.

Likewise, the parties agree that for expediting the completion of work programs, the latter will be approved by the parties through the simple exchange of correspondence.

FOURTH: Both parties shall appoint a bilateral commission, in charge of the following duties:

1. To prepare the working programs, relying on experts, if deemed necessary.
2. To carry out periodical evaluations on the fulfillment of the working programs.
3. To exchange information, on a continuous basis, on the development of policies, procedures and progress of the working programs.

TERM OF AGREEMENT AND MODIFICATIONS

FIFTH: The present agreement shall remain in effect for five years, beginning with the signing of the present document. The present agreement can be modified or extended by mutual agreement of the parties at the request of one of them. The amendments shall go into force on the date agreed upon by both institutions. Either party may terminate this Cooperation Agreement prior to its expiration, upon written notice to the other party and communicated with ninety (90) days in advance, without prejudice to ongoing Specific Cooperation Agreements at that time. In this case, both parties shall take the necessary measures to prevent damages to third parties.

INTERPRETATION AND CONTROVERSIES

SIXTH: This agreement is made in good faith by virtue of which any conflict that may arise with respect to its interpretation, formalization and fulfillment, will be resolved by agreement between the parties.

The present document, having been read and the parties having understood its content and scope, is signed in duplicate in English and Spanish in Mexico City, México, on June 3, 2016.

EARTHQUAKE ENGINEERING RESEARCH INSTITUTE	SOCIEDAD MEXICANA DE INGENIERÍA SÍSMICA A. C

WITNESS OF HONOR

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APPENDIX

The parties agree that for the development of all work programs they will abide by the provisions of this appendix.

EXCHANGE OF TECHNICAL AND ACADEMIC PERSONNEL

The exchange of technical and academic personnel will be carried out according to each institution's rules, established for such purposes and according to particular agreements between the parties.

RESPONSIBLE PARTIES

Each of the parties shall designate a person responsible for the fulfillment of each work program specified in this agreement.

FINANCING

For the development of work programs, the parties will establish the financial resources that each party will contribute, indicating the sources and budgetary availability of financing.

Said financing will be subject to the rules of each institution and to the applicable laws of each country.

LABOR RELATIONS

Both institutions agree that the staff assigned by them for the development of work programs derived from the present agreement is understood to be assigned exclusively to the employing institution; thus, each institution assumes its responsibility in this respect, and in no case shall the institutions be considered substitute or liable employers.

INTELLECTUAL PROPERTY

Publications of various kinds (articles, pamphlets, etc.) as well as joint projects and dissemination that be generated because of this instrument will be carried out by mutual consent. Likewise, the parties stipulate that they shall benefit jointly from the privileges granted by copyright laws, both in the United States of America, Mexico and abroad.

It is expressly understood that both parties may use the results obtained from the activities authorized by the present document in their scientific and technical work.

COPYRIGHT

Copyright ownership in its proprietary sense shall devolve upon the party whose personnel shall have carried out the work to be published, giving due recognition to those who shall have collaborated in the execution of said work. If the work was developed by both the recognition is for both too.

CONFIDENTIALY

In the cases that would be necessary the parties should maintain confidentiality with respect to the activities that are subject of this agreement.

CIVIL RESPONSABILITY

Is expressly agreed that the parties shall not be liable for damages caused as consequence of fortuitous case, as could be the stoppage of academic, scientific, technical or administrative activities, with the understanding that as soon as this academic interruption is finished, the joint will continue under both parties' terms.