

IMPLEMENTING AGREEMENT
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE DEPARTMENT OF COMMERCE
OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY
AND
THE SECRETARIAT OF COMMERCE AND INDUSTRIAL DEVELOPMENT
AND
THE NATIONAL CENTER FOR METROLOGY
OF THE UNITED MEXICAN STATES

CONCERNING TECHNICAL COOPERATION IN CHEMISTRY, PHYSICS,
AND ENGINEERING MEASUREMENT SCIENCES, STANDARDS RELATED
ACTIVITIES AND INTERCHANGE OF TECHNICAL INFORMATION AND
EXPERIENCES

Article I. Scope and Objectives

In order to provide a mechanism for scientific and technical cooperation in chemistry, physics, and engineering measurement sciences, standards related activities, and interchange of technical information and experiences, the National Institute of Standards and Technology (NIST), on the one hand, and the National Council for Science and Technology (CONACYT), and the Standards and Services for Industrial and Foreign Trade of the Secretariat of Commerce and Industrial Development (SECOFI) for the Director General for Standards (DGN), and for the Director General of Industrial Promotion and the National Center for Metrology (CENAM), on the other hand, hereby agree to pursue scientific and technical cooperation in accordance with this Agreement. This Implementing Agreement is subject to the U.S. - Mexico Agreement for Scientific and Technological Cooperation of June 15, 1972, as amended August 10 and September 22, 1994.

The purpose of this Agreement is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the NIST, on the one hand, and the representatives of CONACYT, SECOFI, and CENAM, on the other hand, (hereinafter referred to as the "Parties") with respect to the chemistry, physics, and engineering measurement sciences, standards related activities, and interchange of technical information and experience, and programs that support industrial needs.

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Article II. Cooperative Activities

Forms of cooperative activities under this Agreement may consist of exchanges of technical information and experiences, reference data and materials, calibrations, and standards related activities; exchange visits; cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties; technical cooperation; support for funding and other forms of cooperative activities as are mutually agreed upon.

- A. Specific areas of cooperation with the CONACYT may include, but are not limited to, such areas of mutual interest as:
1. Assignments of long term guest scientists to each Parties' facilities for periods not less than 6 months nor more than 2 years;
 2. Assignments of short term guest scientists to each Parties' facilities for periods not more than 3 months;
 3. Research and technical stays by CONACYT sponsored scientists and engineers at NIST, under the NIST Guest Researcher Program. The general terms for this program are specified in Appendix 1;
 4. Participation in seminars, workshops and training courses in each other's laboratories;
 5. Exchange of publications;
 6. Continuing the Post Doctoral Fellowship Program and the Senior Research Associates Program; and
 7. Other activities as may be agreed.
- B. Specific areas of cooperation with the SECOFI may include, but are not limited to, such areas of mutual interest as:
1. Assignments of long term guest scientists to each Parties' facilities for periods not less than 6 months nor more than 2 years;
 2. Assignments of short term guest scientists to each Parties' facilities for periods not more than 3 months;
 3. Technical stays by SECOFI sponsored scientists, engineers and technicians at NIST, under the NIST Guest Researcher Program. The general terms for this program are specified in Appendix 1;

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4. Exchange of publications;
5. Technical cooperation from NIST experts to Mexico to assist DGN in revising the current national scheme of legal and industrial metrology and standard related activities, as needed;
6. Cooperation in Standards Related Activities and serve as the point of contact and liaison in each Parties' country;
7. Technical assistance and support for funding the Mexican official institution, and/or, institutions it recognizes, purchasing programs of instruments and equipment for metrology and testing laboratories;
8. Participation in seminars, workshops and training courses in each other's countries according to the needs of the receiving country;
9. Cooperation in international standards related activities and organizations;
10. Cooperation, technical assistance and support for funding in the development of manufacturing extension service centers or other programs related to supporting industrial needs; and
11. Other activities as may be agreed.

C. Specific areas of cooperation with the CENAM may include, but are not limited to, such areas of mutual interest as:

1. Assignments of long term guest scientists to each Parties' laboratories for periods not less than 6 months nor more than 2 years;
2. Assignments of short term guest scientists to each Parties' laboratories for periods not more than 3 months;
3. Research stays by CENAM scientists and engineers at NIST, under the NIST Guest Researcher Program. The general terms for this program are specified in Appendix 1;
4. Participation in seminars, workshops and training courses in each other's laboratories;
5. Exchange of publications;
6. Cooperative research projects carried out partially in each institution, including cooperation in the production of Standard Reference Data;

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7. Mutual development and exchange of Certified Reference Materials;
 8. Intercomparisons of national standards;
 9. Calibrations of special instruments or standards, in cases where one Party has unique capabilities;
 10. Technical cooperation between NIST experts and Mexican counterparts to improve the current national schemes of scientific and industrial metrology, and to develop new metrological activities;
 11. Technical cooperation in design and construction of new metrology laboratories;
 12. Temporary loan of equipment, when available, for the implementation of specific activities;
 13. Other activities as may be agreed.
- D. The specific areas identified for an individual Party in Sections A, B, and C of this Article do not preclude all other Parties from participation in the area(s) identified.

Article III. Source of Funding

Activities under this Agreement are subject to and dependent upon the funds and personnel available to the Parties. Under the Agreement, the receiving-side will pay for facilities, supplies, and other research costs except for those which are required only to meet a Guest Researcher's special needs. The sending-side will continue normal support of the exchange scientists, including base salary and fringe benefits. In most cases, any subsistence allowance provided to compensate for differential costs of living will be provided by the sending-side. However, the receiving-side may, based on its availability of funds, provide a portion or all of the subsistence allowance if doing otherwise would prevent the exchange from occurring.

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Article IV. Intellectual Property

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement shall be governed by the U.S.-Mexican Agreement for Scientific and Technological Cooperation of June 15, 1972, as amended August 10 and September 22, 1994.

Article V. Disclaimer

Information transmitted by one Party to the other Party under this Implementing Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or any third Party.

Article VI. Planning and Review of Activities

The Parties will name representatives who, at times mutually established by the Parties, and at a minimum once a year, will plan and review activities under this Agreement and use their best abilities to mitigate disputes, if any.

The point of contact for implementation of these activities for NIST shall be the NIST Office of the Director for International and Academic Affairs, for CONACYT shall be the Deputy Director General's Office for International Affairs, for SECOFI shall be the Director General for Standards, and the Director General of Industrial Promotion and for CENAM shall be the Director for Technology Services or other offices notified in writing.

Article VII. Project Annexes

Any activity carried out under this Agreement shall be agreed upon by the Parties in writing and shall be subject to further arrangements in accordance with the laws and procedures of the United States and Mexico. Whenever more than the exchange of technical information or exchange visits of individuals or promotion activities is planned to take place, such activity shall be described in an Annex to this Agreement which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Agreement. In case of any inconsistency between the terms of this Agreement and the terms of an Annex hereto, the terms of this Agreement shall be controlling.

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Article VIII. Entry into Force and Termination

This Agreement shall enter into force upon signature by the Parties and remain in force for five (5) years, unless terminated earlier by either Party upon ninety (90) days' written notice to the other Party. This Agreement may be modified or extended by written agreement of the Parties. The termination of this Agreement shall not affect the validity or duration of projects under this Agreement that are initiated prior to such termination, unless the Parties decide otherwise.

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Done at Mexico City, on the 4TH day of December, 1996, in duplicate, in the English and Spanish languages, both being equally authentic.

The undersigned being duly authorized by their respective Governments have signed this Agreement.

FOR THE NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY
OF THE DEPARTMENT OF COMMERCE
OF THE UNITED STATES OF AMERICA:

FOR THE SECRETARIAT OF
COMMERCE AND INDUSTRIAL
DEVELOPMENT OF THE
UNITED MEXICAN STATES:

Signature



Signature

FOR THE DIRECTOR GENERAL
FOR STANDARDIZATION:

Signature



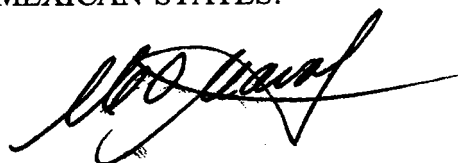
FOR THE DIRECTOR GENERAL FOR
INDUSTRIAL PROMOTION:

Signature



FOR THE NATIONAL CENTER FOR
METROLOGY OF THE
UNITED MEXICAN STATES:

Signature



FOR THE NATIONAL COUNCIL FOR
SCIENCE AND TECHNOLOGY
OF THE UNITED MEXICAN STATES:

Signature



APPENDIX I

AGREEMENT OF UNDERSTANDING
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND
THE NATIONAL COUNCIL FOR SCIENCE AND TECHNOLOGY
AND
THE SECRETARY OF COMMERCE AND INDUSTRIAL DEVELOPMENT
AND
THE NATIONAL CENTER FOR METROLOGY

ON A GUEST RESEARCHER PROGRAM
AT THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

The National Institute of Standards and Technology, hereinafter referred to as NIST, agrees to supervise and administer on behalf of the National Council for Science and Technology and the Director General for Standards of the Secretary of Commerce and Industrial Development and the National Center for Metrology, hereinafter referred to as the Sponsors, Guest Researcher Programs relating to the measurement science and technology subjects having the objectives and comprising the work described in a Guest Researcher Program Authorization Letter to be prepared by NIST and the Sponsors for each program. Each such Program Authorization Letter shall reference this Appendix and shall be countersigned by the Guest Researcher and by the designated NIST supervisor in accordance with Item (2) below.

NIST activities which complement each program shall be specified in each Guest Researcher Program Authorization Letter.

THE SPONSORS commit themselves only in terms of liabilities incurred individually.

THE SPONSORS AND NIST AGREE THAT:

- (1) The Program shall be conducted on the schedule specified in each instance, subject to extension by mutual agreement of the Parties hereto, and to the provisions of Items (3), (5), and (6) below.
- (2) NIST shall be the supervising agency, both administrative and scientific, for the Guest Researcher Programs. A NIST supervisor shall be designated for each project.
- (3) The scientific and technical project of the Guest Researchers shall be reviewed at least semiannually by the Parties to this Agreement, and more frequently if deemed

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advisable by either party. Such review shall precede approval of the work program for each succeeding period.

The Sponsors shall designate an individual to represent the Sponsors in these reviews.

(4) The Sponsors shall designate the individual(s) to serve as Guest Researcher(s) for each project. The provisions applying to Guest Researchers as this term is used in the following items of this Agreement shall also apply to members of their supporting staff while serving at NIST as employees of the Sponsors.

(5) While it shall be the privilege and responsibility of the Sponsors to select the Guest Researchers, they shall also be acceptable to NIST. The Sponsors and NIST each reserve the right to terminate the association with this Program of any individual Guest Researcher by providing notice in writing to the other party.

(6) The Sponsors and NIST each reserve the right to terminate this Program by providing at least sixty (60) days notice in writing to the other party.

(7) Remuneration to the Guest Researcher(s) for travel and related expenditures shall be provided directly by the Sponsors.

(8) The Sponsors shall reimburse NIST for the cost of special supplies, special material, computation, technician assistance, and/or other special services provided the Guest Researcher(s) by NIST in connection with the program covered by each Guest Researcher Program Authorization Letter in the terms thereof. Sponsors shall reimburse NIST for any subsistence allowance provided to researchers to offset differential costs of living, if and when the allowance has been previously authorized by the sponsors. Only in cases where requirement of such reimbursement would prevent the exchange from proceeding shall NIST provide a portion of the allowance. When a strong case can be made that the Sponsors are unable to provide any funds for the subsistence allowance, NIST upon prior consultation with the Sponsors may provide, depending upon the availability of funds, the entire allowance.

Charges for special supplies and/or services shall require the approval of the Guest Researcher and the NIST Supervisor for each Program as designated in the pertinent Authorization Letter. Such charges shall not exceed the amount specified for each program without prior approval of the respective Sponsor. Upon completion of each program, outstanding charges shall be billed to the Sponsor to cover such cost.

All equipment, materials, instruments, and supplies purchased during the term of this Agreement shall be considered and remain at all times the property of the Party with whose resources they were purchased. Special equipment and instruments obtained by the Sponsors from sources external to NIST and provided by the Sponsors to NIST for use in connection with the programs covered by this Agreement will be returned to the Sponsor at the Sponsor's expense and risk as soon as practicable after termination of

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