

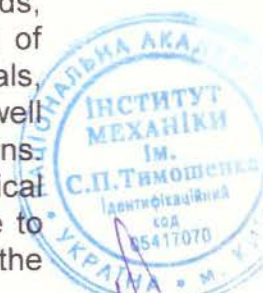
COOPERATION AGREEMENT

BETWEEN, ON ONE SIDE, CENTRO DE INVESTIGACIÓN CIENTÍFICA DE YUCATÁN, A.C, HEREAFTER REFERRED TO AS “CICY,” REPRESENTED BY ITS GENERAL DIRECTOR, MAIRA RUBI SEGURA CAMPOS, PhD, AND ON THE OTHER SIDE, S.P. TIMOSHENKO INSTITUTE OF MECHANICS OF THE NATIONAL ACADEMY OF SCIENCES OF UKRAINE, HEREAFTER REFERRED TO AS “IMech NASU,” REPRESENTED IN THIS AGREEMENT BY ITS ACTING DIRECTOR, VOLODYMYR NAZARENKO; AND WHEN THEY ACT JOINTLY, THEY WILL BE REFERRED TO AS “THE PARTIES,” WHO AGREE TO BE SUBJECT TO THE FOLLOWING DECLARATIONS AND CLAUSES

DECLARATIONS:

I. “IMech NASU” declares:

- a) The Institute of Mechanics, originally established as the Institute of Technical Mechanics, holds the distinction of being the first technical institute within the Ukrainian Academy of Sciences. Its founding was officially recorded in Protocol No. 2 of the General Meeting of the Ukrainian Academy of Sciences on November 30, 1918, shortly after Hetman Pavlo Skoropadsky enacted the ‘Law of the Ukrainian State on the Establishment of the Ukrainian Academy of Sciences in Kyiv’ and approved the Academy’s Statute on November 14, 1918. In later years, the institute was renamed the S.P. Tymoshenko Institute of Mechanics to honor the renowned scientist and engineer whose contributions to mechanics remain influential.
- b) The Institute focuses on conducting scientific research to obtain and apply new knowledge in the following areas: mechanics of solids, theoretical mechanics, mechanics of deformable solids, mechanics of fluids and gases, mechanics of structural and new composite materials, mechanics of interactions between solids and their environment as well as various physical and mechanical fields, and the theory of oscillations. It strives to translate scientific and technical knowledge into practical applications, train highly qualified scientific personnel, and contribute to meeting the social, economic, and cultural needs while supporting the innovative development of the country.
- c) That the Acting Director of “IMech NASU,” Academician Volodymyr Nazarenko, was appointed by Order No. 27k, dated March 28, 2022, issued in accordance with the regulations of the National Academy of Sciences of Ukraine (NASU). He further declares that his appointment and authority as Acting Director remain in full force and effect, without revocation, limitation, or modification, thereby granting him the right to represent “IMech NASU.”
- d) That its legal domicile for purposes of this agreement is S.P. Tymoshenko Institute of Mechanics, National Academy of Sciences of



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Ukraine, 03057 Kyiv, Ukraine, Nesterova St., 3, Tel: +380(44) 596-77-56,
Email: inst_mech@inmech.kyiv.ua

II. **“CICY” declares:**

- a) That it is a civil association with its own legal personality and assets, with technical, operational, and administrative decision-making autonomy, established by public deed number 258, dated November 16, 1979, granted in Mérida, Yucatán, before the faith of notary public number 70 of the state of Yucatán, lawyer Fernando A. Castilla Patron, and registered in the Public Registry of Property and Commerce of the State, at folio 329 of volume 43, book 7, dated February 26, 1980.
- b) That it has, among other activities, the following objectives: to conduct basic and applied research in the areas of biology, materials, energy, water, and related disciplines, and if necessary, to develop studies that support them, aimed at solving national, regional, and local problems; to guide scientific research, development, and technological innovation towards the modernization of the productive sector and to promote and manage knowledge transfer before public, social, and private organizations, in terms of the applicable regulations.
- c) That its General Director, Maira Rubi Segura Campos, PhD, accredits her personality with the testimony of public deed of protocolization number 952, dated August 9th, 2024, formalized before the faith of notary public number 96 of the state of Yucatán, lawyer José Enrique Franco Carrillo, which was registered with the Public Registry of Property and Commerce of the Institute of Legal Security and Patrimonial of Yucatán (INSEJUPY) at folios 705, with registration date August 13, 2024; she also declares that this appointment and powers as general director have not been revoked, limited, or modified in any way, so she has the capacity to bind her represented party through this instrument.
- d) That its legal domicile for purposes of this agreement is Calle 43 Number 130 between Calles 32 and 34 of Colonia Chuburná de Hidalgo Mérida, Yucatán, México, C.P. 97205, Apartado Postal 87, Tel 01(999) 942-83-30.

III. **“THE PARTIES” declare:**

- a) That they mutually recognize the legal capacities under which they act and affirm that this agreement is entered into in good faith, free from error, bad faith, or any defects of consent.
- b) That they consider their collaboration to be timely and mutually beneficial, fostering joint academic and scientific cooperation aimed at the development and execution of projects of shared interest to both institutions.



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NOW, THEREFORE, "THE PARTIES" hereby agree to the following terms:

ARTICLE 1: The purpose of this Agreement is to join efforts to organize and develop academic activities and projects within the scope of their competencies, as well as research projects of interest to both institutions. Both parties recognize their common interests in scientific research, education, and technology. Therefore, they agree to enhance, encourage, and formalize scholarly and scientific interactions, including the exchange of academic and professional staff and students, for academic, research, and other appropriate activities.

ARTICLE 2: The forms of cooperation will include, among others:

- a) Collaborative and cooperative programs of study in the fields of Physical Sciences, Mathematics, Earth Sciences, Engineering, Materials, and Applied Sciences.
- b) Development of joint and/or collaborative research programs between academic staff, students, and research scholars of "THE PARTIES" with other institutions of similar interests or with individual scientists.
- c) Discussions on academic and administrative developments in education, including possible co-sponsorship of international seminars and colloquia.
- d) Exchange of scholarly publications.
- e) Facilitating, assisting, and developing other academic activities that may be of joint interest to the two Institutions in general or to members of the two Institutions in particular.

ARTICLE 3: The principles and general terms of this cooperation are outlined in this agreement and may be further detailed through specific agreements. Additional specific agreements may be established as necessary to address particular collaborative initiatives.

ARTICLE 4: LIAISON OFFICERS

For the administration of this Agreement, "**CICY**" designates as liaison officer Luis Manuel Peña Rodríguez, PhD, Research Director; likewise, "**IMech NASU**" designates Volodymyr Nazarenko, Academician, Acting Director and in the future those who may replace them in their functions, who will have the following duties:

- a) To determine and approve the feasible actions for execution.
- b) To carry out the necessary steps to comply with the obligations and commitments undertaken by each of "THE PARTIES."
- c) To coordinate the preparation and signature of the specific agreements arising from this instrument.
- d) To follow up on the activities that are the object of each specific agreement.
- e) To coordinate, supervise and evaluate the development of the object of the present instrument.



- f) To define which information or research, technological developments, or innovation results will be classified as Confidential Information or Industrial Secrets and to regulate the handling of such information or results, specific agreements shall be executed for these purposes.
- g) The others agreed by "THE PARTIES."

ARTICLE 5: CONFIDENTIAL INFORMATION

"THE PARTIES" recognize that "CICY" is obligated to provide transparency and access to information, as well as to protect the personal data in its possession, in accordance with the provisions of the General and Federal Laws of Transparency and Access to Public Information. Therefore, all the information it generates, obtains, transforms, or has in its possession is public and accessible to any person in the terms established by the laws on the matter.

Furthermore, "THE PARTIES" agree that if Specific Collaboration Agreements are derived from this instrument, they shall include provisions regarding the confidentiality of information. The terms set forth in the Specific Collaboration Agreements shall take precedence over those outlined in this General Agreement.

"THE PARTIES" will guarantee the right that every person has to the protection of their personal data, which are contained in physical or electronic media, regardless of the form or modality of its creation, type of support, processing, storage, and organization, meaning any information provided by "THE PARTIES" concerning an identified or identifiable natural person.

"THE PARTIES" reserve the right to jointly exploit the scientific information and the results acquired within the framework of the programs implemented by the present agreement. This is done in accordance with the laws and regulations in force in each of the two countries and the regulations that govern each of "THE PARTIES." The conditions of this exploitation and its consequences shall be set forth in a new agreement. From this perspective, the parties can work together to publish in scientific journals.

Scientific results and information that have not been the subject of joint publication cannot be communicated to third parties without prior agreement.

ARTICLE 6: INTELLECTUAL PROPERTY

"THE PARTIES" shall address, in a timely manner and through the Specific Agreements entered into following the signing of this instrument, all matters related to the ownership of intellectual property rights arising from works, projects, and research.

These agreements shall also specify the respective participation percentages, ensuring compliance with applicable regulations and legal instruments governing such matters.



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ARTICLE 7: TERM OF THE AGREEMENT

This instrument shall have a term of five (5) years from the date of its last signature, and at the end of its term, it may be renewed at the will of "THE PARTIES" for a term equal to the previous one, or for such time as "THE PARTIES" may agree.

For its renewal, a written request from one Party to the other, with thirty (30) days prior to the expiration of the Agreement, shall be sufficient.

ARTICLE 8: AMENDMENTS TO THE AGREEMENT

This Agreement or the Specific Agreements arising therefrom may be modified, added to, or extended at the will of "THE PARTIES" by means of the respective addendum. Said modifications, additions, or extensions shall bind the signatories as of the date of their signature.

ARTICLE 9: EARLY TERMINATION

Either of "THE PARTIES" may terminate this agreement by means of a written notice to be given thirty (30) calendar days in advance.

In such case, both PARTIES shall take the necessary measures to avoid damages, both to them and to third parties, in the understanding that they shall continue, until their conclusion, the actions already initiated in the respective programs and Specific Agreements derived from the present instrument that they have subscribed.

Likewise, when extraordinary or unforeseeable conditions arise, which in any way are beyond the grantors' control, or due to fortuitous events or force majeure, which cause the non-compliance of the contracted obligations, "THE PARTIES" shall agree, if applicable, that the party in default for these reasons shall be released from the fulfillment of the agreed obligations.



ARTICLE 10: DISPUTE RESOLUTION

Any dispute arising from this Agreement shall be amicably resolved through consultation or negotiation between "THE PARTIES" or through other means as "THE PARTIES" may decide.



If a mutually accepted solution is not reached, "THE PARTIES," or one of them, may terminate the present instrument without implying any legal liability for the termination, and the provisions of the ninth clause shall apply.



ARTICLE 11: APPLICABLE LAW

Each party operates under its own laws, regulations, and policies subject to the availability of funds.

Signing

IN WITNESS WHEREOF "THE PARTIES" have signed this Agreement of Understanding, comprising 6 useful sheets, duly initialized on each of them, with no text on the reverse, which shall take effect on the date of the signatures below.

Signed for and on behalf of the **S.P. Timoshenko Institute of Mechanics of the National Academy of Sciences of Ukraine (IMech NASU)**

this... 27day of February2025

By Volodymyr Nazarenko, Academician, Acting Director



(Signature)



Signed for and on behalf of the **Centro de Investigación Científica de Yucatán, A.C. (CICY)**

this... 21day of January2025

by **MAIRA RUBI SEGURA CAMPOS, PhD**, General Director



(Signature)

The signatures appearing on this sheet refer to the Cooperation Agreement between CENTRO DE INVESTIGACIÓN CIENTÍFICA DE YUCATÁN, A.C. "CICY," and S.P. TIMOSHENKO INSTITUTE OF MECHANICS OF THE NATIONAL ACADEMY OF SCIENCES OF UKRAINE. "IMech NASU" subscribes at the places and on the dates expressed in each signature caption. -----

