

**COLLABORATION AGREEMENT BETWEEN THE SECRETARIAT OF
HEALTH AND THE MEXICAN SOCIAL SECURITY INSTITUTE OF THE
UNITED MEXICAN STATES, AND THE UNIVERSITY OF CALIFORNIA
OF THE UNITED STATES OF AMERICA**

The Secretariat of Health (SSA) and the Mexican Social Security Institute (IMSS) of the United Mexican States and the University of California Of the United States of America, hereafter referred to as "the Parties," are

CONSCIOUS of the importance of cooperating to improve health; and

INTERESTED in conducting joint research activities and implementing strategies for health education.

The Parties have agreed to the following:

**ARTICLE I
OBJECTIVE**

This Agreement aims to establish coordination mechanisms between the Parties for the creation of collaborative research and health-care programs, as well as to develop strategies to promote health education.

**ARTICLE 2
COOPERATION MECHANISMS**

To fulfill the objective described in Article I, the Parties will conduct the following joint activities:

- a) develop joint training programs;
- b) establish research programs oriented to the study of issues of mutual interest in the field of health that affect the population on both sides of the border;
- c) establish a technological-development program between the participating institutions to support biomedical, clinical, and epidemiological research;
- d) promote multidisciplinary research projects aimed at improving the integral quality of medical care; and
- e) provide opportunities for a continual educational exchange program over the short and long-term.

ARTICLE 3
WORK PROGRAMS

To implement the activities described in Article 2, the Parties agree to create Work Plans for each one of the activities. The rights and obligations of each party will be contained within the Work Plans, will be consistent with the content of this Agreement, and will be considered part of this document.

The Work Plans will be in writing and precisely describe: objectives; activities to be carried out; timelines and work sites; personnel involved; liaisons and coordinators; technical and material resources according to budget availability; publication of results and dissemination activities; evaluation and follow-up procedures; legal commitments (copyrights and intellectual property); corresponding economic contributions; as well as those aspects and elements necessary to determine their purpose and breadth. If any economic benefit is to be derived from these Work Plans, the Parties will include in the Work Plans the procedure for the distribution of the funds generated.

ARTICLE 4
TECHNICAL COMMISSION

The Parties agree to create a Technical Commission that will recommend specific agreements for the approval of the Parties in order to implement the programs, objectives and goals of this Agreement. Said Commission will be made up of three representatives from each one of the Parties.

The Technical Commission will meet twice yearly, or as many times as necessary to fulfill its responsibilities. The meetings will alternate in each country, with the financing of the representatives being the responsibility of each Party.

ARTICLE 5
COORDINATORS

In order to oversee the fulfillment of this Agreement, the Parties will designate Coordinators who will be responsible to the Director of Health Education Development in the SSA and the Director of Medical Benefits at IMSS, both of the United Mexican States, and to the Director of the California-Mexico Health Initiative of the University of California, of the United States of America.

ARTICLE 6
LABOR RELATIONS

The personnel that each Party designates for the execution of this Agreement will remain employees of the sending Party. As such, no labor relations will be created with the other Party, and in no case will that Party be considered a substitute employer.

The personnel exchanged between the Parties shall be subject to the rules of the receiving Party and will not be allowed to develop any other activity, nor receive compensation outside of the established agreements developed through the Work Plans, without the previous authorization of the Parties.

ARTICLE 7 INTELLECTUAL PROPERTY

The Parties agree to mutually recognize the intellectual property rights that each party has or comes to have on their own. Each Party is obligated to keep the other Parties informed of claimed intellectual property rights. Each Party acknowledges that the ownership of intellectual property rights over knowledge of this nature that is derived from the implementation of the objectives of this Agreement will belong to the Party that generates said knowledge and that both Parties will hold those rights if they produce the knowledge jointly.

ARTICLE 8 USE OF RESULTS

The final results of the projects, studies, publications, and any other product obtained as a result of this Agreement can be freely used for academic purposes or for cultural promotion, with the only condition being that the Parties involved approve such use.

ARTICLE 9 BENEFITS

If any income is received from third parties resulting from any program or project of the Agreement, the financial gain will be distributed in proportion to the contributions of each Party.

ARTICLE 10 EXCHANGE OF INFORMATION

The Parties agree that the exchange of scientific and technological information will occur through channels to be established by the Technical Commission. If the information is considered "confidential," the other Parties agree to protect its confidentiality.

ARTICLE 11 RESOURCES

The parties will jointly determine, with regard to any project or program to be implemented, the allocation of human, technical, and material resources, as well as the necessary support for its development. The use of the resources mentioned will be subject to budget availability by each Party.

**ARTICLE 12
CONFLICT RESOLUTION**

If a discrepancy arises over the interpretation or implementation of this Agreement or the Work Plans, the Parties agree to resolve the dispute through mutual agreement and in writing. If the disagreement continues, the Parties will submit the dispute to the Technical Committee.

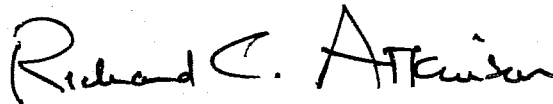
**ARTICLE 13
FINAL DISPOSITIONS**

The current Agreement will be in effect from the date it is signed and will last for five years, with the option of being extended or modified by the explicit agreement of the Parties.

The Agreement can be cancelled by one of the Parties, as long as notification is given to the other parties in writing 30 calendar days before termination. The notification must include the reasons for cancellation. In the case of cancellation, necessary measures will be taken to avoid damages or prejudice against one of the Parties or third Parties, with the understanding that actions begun shall, wherever possible, continue until they are fully completed.

Signed in Mexico City on the 28th of June of the year two thousand and two in three original copies in Spanish and English, with both texts of equal validity.

**FOR THE UNIVERSITY OF CALIFORNIA
OF THE UNITED STATES OF AMERICA**



**RICHARD C. ATKINSON
PRESIDENT**

**FOR THE SECRETARIAT OF HEALTH
OF THE UNITED MEXICAN STATES**



**ENRIQUE RUELAS BARAJAS
UNDERSECRETARY**

**FOR THE MEXICAN SOCIAL SECURITY
INSTITUTE OF THE
UNITED MEXICAN STATES**



**MICHAEL V. DRAKE
VICE PRESIDENT
HEALTH AFFAIRS**



**ONOFRE MUÑOZ HERNÁNDEZ
DIRECTOR OF MEDICAL BENEFITS**