

**COLLABORATIVE AGREEMENT BETWEEN EL INSTITUTO NACIONAL DE LAS MUJERES, OF THE UNITED MEXICAN STATES, AND THE UNIVERSITY OF CALIFORNIA IN BERKELEY, OF THE UNITED STATES OF AMERICA**

El Instituto Nacional de las Mujeres of the United Mexican States, henceforth referred to as **“INMUJERES”**, and the University of California, Berkeley, of the United States of America, henceforth referred to as **“UC”**, both henceforth referred to as **“the Parties”**,

**ACKNOWLEDGING** that the phenomenon of women’s migration to the United States of America is of crucial importance, considering the diverse socio-cultural characteristics of migrant groups, and their various problems;

**BEING AWARE** of the fact that migration, directly associated to the dynamics of globalization, has become a vital way out for thousands of women and is directly related to gender inequality;

**BEARING IN MIND** that the regulations established in Article 7 Section XIV of the Law of El Instituto Nacional de las Mujeres, and in Article 48 Section IX of The General Law on Women's Access to a Life Free of Violence, entitle **“INMUJERES”** to establish and sign collaborative agreements with national and international public government organizations in order to develop projects designed to benefit women and to eradicate violence against them;

**MOTIVATED** by the aspiration of exchanging experiences that should contribute to their enrichment and that can influence to promote women’s full development, granting the importance of equality of treatment and opportunities assigned by society to men and women, which will allow them to participate, to a larger extent, in the political, cultural, economic, social and family life, as well as in decision making contributing positively to the improvement of their living conditions,

Have agreed on the following:

**ARTICLE I  
OBJECTIVE**

The central objective of the present Agreement is to implement, support, promote and spread actions aimed at protecting, respecting and fomenting the human rights of migrant population, with equitable treatment for women

**ARTICLE II  
COMMITMENTS**

To achieve the objective the present Agreement refers to, **“the Parties”** shall

assume the following commitments:

**“INMUJERES”**, within the scope of its competition and according to its budgetary availability, commits:

1. To organize, in conjunction with **“UC”**, inter-institutional events contributing, in a coordinated manner, to address the problems of Mexican migrant women abroad, and to progress in fulfilling the national and international agreements on this matter.
2. To carry out the awareness-building of the community agencies and institutions appointed by **“UC”** in gender equity matters, contributing with elements that foster quality action, with emphasis on the respect and protection of the human rights of Mexican migrant women abroad, in all their dimensions.
3. To contribute with the educational and promotional material required for the awareness-building actions and for its general dissemination.

**“UC”**, within the scope of its competition and according to its budgetary availability, commits:

1. To provide all the necessary assistance and support for the promotion and dissemination of the programs and projects contributing to grant health care to Mexican migrant women abroad.
2. To coordinate the organization and development of events related to the issue of health and migration (forums, seminars, courses, among others) with the purpose of promoting the transversalization of the gender perspective, and the respect and defense of Mexican migrant women's rights abroad.

### **ARTICLE III ACTIVITIES**

The collaboration between **“the Parties”** shall be carried out through the following activities:

- a) Training;
- b) Forming the human resources
- c) Organizing seminars, workshops, lectures; and
- d) Experiences, information, documents and materials exchange;
- e) Carrying out scientific researches; design and development of joint projects; specific consultancies and tutoring sessions, and others.

### **ARTICLE IV SPECIFIC COLLABORATIVE AGREEMENTS**

In order to achieve the objective of the present Agreement, **“the Parties”** agree to celebrate specific collaborative agreements, in which there will be a description of the

activities to be carried out, containing specifications of their scope, coordination and management, funds allocation, personnel exchange, total budgets and their disposal, performance schedule, and any other information considered necessary.

The operation of this agreement is not subject to any obligation of the involved **“the Parties”** to establish projects in all the cooperative categories, nor to collaborate in those activities prohibited by internal regulations, a law, institutional rules or a custom.

**“The Parties”** shall get in touch as soon as possible, to formulate the first work program.

## **ARTICLE V LIAISONS DESIGNATION**

Each one of **“the Parties”** shall designate a liaison employee, both of whom shall plan and coordinate together the cooperative activities. For such purpose they shall:

- a) Develop an Annual Operational Plan,
- b) State, in a coordinated manner, the ways, processes or means for the activities established by both Parties,
- c) Define the mechanisms for the carrying out of the activities agreed by the parties, and
- d) Evaluate annually the progress and fulfillment of the activities defined in the Annual Operational Plan.

The liaison employees shall prepare a report on the progress and results obtained in their cooperative work under the present agreement.

## **ARTICLE VI LABOR RELATIONS**

The personnel commissioned by each one of **“the Parties”** shall continue to work under the direction and supervision of the Institution to which it belongs; therefore there will not be any labor relations with the Other Party, which in no case shall be considered as a joint or substitute employer

**“The Parties”** shall handle, before the corresponding authorities, all the necessary procedures for the participants –officially participating in the cooperative projects derived from the present Agreement– to legally enter, stay and exit the country. These participants shall fulfill all the in force migratory, fiscal, sanitary, security and customs regulations of the receiving country, and will not be able to carry out any activity other than those corresponding to their responsibilities, without the previous authorization from the competent authorities in that matter.

The participants shall leave the receiving country, accordingly to its own laws and regulations.

Each one of **“the Parties”** shall be responsible for work-related accidents of their personnel or for damages to their property, independently of the place where these may occur, and they shall not file any lawsuit nor press any charges against the other Party.

## **ARTICLE VII INTELLECTUAL PROPERTY**

**“The Parties”** agree that the Party entitled to the ownership of the copyright shall be the one responsible of the achievement of the project, but in case this would be the result of a joint effort, both Parties will share the ownership of the copyright, accordingly to the Mexican National Legislation regarding the intellectual property, which states the obligation to grant the corresponding credits to the individuals carrying out the task.

## **ARTICLE VIII EXPENSES**

**“The Parties”** agree that the expenses resulting from the Cooperative activities shall be paid by the Party that incurred such expenses, unless **“the Parties”** would agree to another method of payment, in accordance with the budgetary availability of the Parties involved. **“The Parties”** shall establish the conditions for the financing of a particular activity, before its start.

## **ARTICLE IX ACT OF NATURE OR FORCE MAJEURE**

Nona of **“The Parties”** shall be responsible for any delay or breach of the commitments established in this Agreement, resulting from an act of nature or force majeure. Once these events will be overcome the activities will restart in the way and terms **“the Parties”** will determine.

## **ARTICLE X SOLUTION OF CONTROVERSIES**

Any discrepancy derived from the interpretation or application of the present Agreement shall be settled by **“the Parties”** by common consent.

## **ARTICLE XI FINAL DISPOSITIONS**

The present Agreement shall come into effect as of the date of its signature and shall be in force until December 31, 2010

The present Agreement can be modified by **“the Parties”** mutual consent,

formalized through written communications, specifying the date when the modification will come into effect.

At any time, any of **“the Parties”** will be able to consider the present Agreement to be concluded, addressing, 30 (thirty) days in advance, a written communication to the other Party, specifying the causes that motivate the termination.

The anticipated termination of the present Agreement will not affect the completion of the cooperative actions formally established while the Agreement was in force.

Signed in Mexico City, on July 24, 2008, in three original copies written in Spanish, the three copies being equally authentic.

**FOR “INMUJERES”**

**FOR “UC”**

**María del Rocío García Gaytán**  
**President**

**Robert Birgeneau**  
**Chancellor**