

**COLLABORATION AGREEMENT FOR UNDERTAKING RESEARCH PROJECTS ON MIGRANTS' HEALTH ENTERED INTO BY THE HEALTH SECRETARIAT, REPRESENTED BY DR. JOSÉ ÁNGEL CÓRDOVA VILLALOBOS, IN HIS CAPACITY AS HEALTH SECRETARY, ASSISTED IN THIS ACT BY JOSÉ FRANCISCO HERNÁNDEZ AGUILAR, DIRECTOR-GENERAL OF INTERNATIONAL RELATIONS, HEREINAFTER REFERRED TO AS "THE SECRETARIAT" AND BY THE REGENTS OF UNIVERSITY OF CALIFORNIA, BERKELEY, OF THE UNITED STATES OF AMERICA REPRESENTED IN THIS ACT BY JYL BALDWIN, IN HER CAPACITY AS ASSOCIATE DIRECTOR, SPONSORED PROJECTS OFFICE, ON BEHALF OF THE HEALTH INITIATIVE OF THE AMERICAS, WHICH IS UNDER THE DIRECTION OF XOCHITL CASTAÑEDA, HEREINAFTER REFERRED TO AS "THE UNIVERSITY," AND JOINTLY REFERRED TO AS "THE PARTIES," IN ACCORDANCE WITH THE FOLLOWING ANTECEDENTS, DECLARATIONS AND CLAUSES.**

#### **A N T E C E D E N T S**

- I. Chapter III, Objective 4, Strategy 4, Line of Action 4.9 of the National Health Program 2007-2012 states that, "International health cooperation should be used to help achieve the objectives of the sector."
- II. The Programs of the University of California, Berkeley include the Health Initiative of the Americas, the aim of which is to coordinate and optimize resources in the United States of America, Mexico and other Latin American countries to increase access to and use of health services, and implement innovative strategies to satisfy the unmet needs of the population of Latino origin living and working in the United States of America through the Migration and Health Research Program (PIMSA) administered by the University of California, Berkeley, School of Public Health which is responsible for receiving projects and determining who the beneficiaries will be.

#### **D E C L A R A T I O N S**

##### **II. "THE SECRETARIAT," through its representative, declares that:**

**II.1** In accordance with Articles 2, 26 and 39 of the Organic Law of Federal Public Administration, it is a Centralized Federal Public Administration Office, which, among other functions, sets and conducts national policy on social welfare, medical services and general health.

**II.2** Its Administrative Units include the Head Office of International Relations, which, in accordance with Article 31, Sections X and XI of the Internal Regulations of the Health Secretariat, is responsible for promoting and carrying out institutional, national and bi-national actions designed to improve health conditions and encourage the signing of agreements with institutions in the United States of America health sector, whether public or private, to encourage the provision of health services for the Mexican migrant population living in that country.

**II.3** It has the authorization and corresponding budget to be able to cover the commitments derived from this agreement.

**II.4** Its Director is fully authorized to sign this agreement, under the terms of Articles 6 and 7 of The Secretariat internal regulations of the Secretariat of Health.

**II.5** For the effects of this agreement, its legal address is Lieja No. 7, Primer Piso, Colonia Juárez, 06696, México, Distrito Federal.

##### **III. "THE UNIVERSITY," through its representative, declares that:**

**III.1** It is a public institute of higher education and research in the United States of America.

**III.2** Its goal is to offer quality educational programs at the undergraduate and graduate level, conduct advanced research and provide public service.

**III.3** Jyl Baldwin is fully authorized to sign this agreement by authority of the Regents of the University of California, Berkeley.

**III.4** For the effects of this agreement, its legal address is 2150 Shattuck Avenue, Suite 313, Berkeley CA 94704-5940, United States of America.

**IV. "THE PARTIES" declare that**

**IV. 1** They each acknowledge the status of the other party and its legal capacity to sign this collaboration agreement.

**IV. 2** They wish to combine efforts to support and encourage the undertaking of projects within the framework of the commitments acquired through the normative instruments governing their collaboration and to establish collaboration schemes between them to undertake joint actions designed to achieve the aim of this Collaboration Agreement.

By virtue of the above, the parties sign this Collaboration Agreement in accordance with the following:

**CLAUSES**

**FIRST.-PURPOSE**

The aim of this agreement is to establish the bases and criteria on which the parties will undertake joint collaboration actions to carry out projects within the Migration and Health Research Program (PIMSA), which seeks to promote funds for binational research projects between Mexico and the United States of America in the following research areas: infectious diseases, mental health, nutrition, reproductive health and access to health services, thereby benefiting the Mexican migrant population.

**SECOND.- COMMITMENTS BY "THE SECRETARIAT"**

**II.1 "THE SECRETARIAT"** will give the University of California, Berkeley \$150,000 USD (one hundred and fifty thousand dollars 00/100) for projects in the Migration and Health Research Programs (PIMSA), subject to the budgetary availability of the current fiscal year, to undertake selected projects.

**II.2** Giving "**THE UNIVERSITY**" this contribution implies actions to be undertaken by virtue of this instrument, which will be carried out through electronic transfer, to be affected during a period of not more than 30 calendar days after "**THE SECRETARIAT'S**" express declaration of the reception of the products.

**THIRD.- "THE UNIVERSITY'S" COMMITMENTS**

For the effects of the fulfillment of this agreement, "**THE UNIVERSITY**" pledges to:

**III.1** Select the beneficiary project comprising binational teams, whose research aims will focus on aspects of migration and health within the context of public policy on the basis of the following:

- a) Proposals must be jointly submitted by the main researchers of the eligible US and Mexican institutions following the criteria of the research methodology and the researchers' capacity to undertake the project, the impact they will have on analysis and the potential contribution of the results to the development of specific health policies.
- b) The principal United States of America's researchers must be from the University of California, the University of Arizona, Texas A&M, the University of Illinois in Chicago, University of New Mexico, University of Texas (El Paso), and the State University of New York, whereas in Mexico, they must be full-time researchers and professors affiliated to Mexican institutes of higher education and/or researchers accredited by the National Council of Science and Technology (CONACYT).

- c) Researchers must only submit one proposal in the program.
- d) Ascertain that the selected project has been submitted in a timely fashion and in the correct form, as well as getting the original receipt.
- e) Submit a final narrative report and a financial report within a period of no more than ninety days once the project has been completed in English and Spanish in an electronic and printed version to "**THE SECRETARIAT.**"
- f) Deliver explicit acknowledgments in proposals, publications, and materials for conferences, exhibitions, videotapes or any other supporting products to "**THE SECRETARIAT.**"

**III.2** For its part, "**THE UNIVERSITY**" will use the resources contributed by "**THE SECRETARIAT**" to undertake the activities contained in the projects in the Migration and Health Research Program (PIMSA), which will be based on the Key Research Areas indicated in the First Clause of this Collaboration Agreement.

**FOURTH.- COORDINATION AREAS**

"**THE SECRETARIAT**" appoints the Head Office of International Relations as the coordinating body while "**THE UNIVERSITY**" appoints the Director of the Health Initiative of the Americas as its coordinator.

**FIFTH.- MODIFICATIONS TO THE AGREEMENT**

The parties agree that any modification in the terms of this instrument during its duration will be established by mutual agreement and must be recorded in writing, duly signed by the parties and submitted at least 30 days before the modifications are due to come into effect, making any necessary adjustments to enable the commitments to be fulfilled.

**SIXTH.- SUPERVISION**

"**THE SECRETARIAT**" will have the right to supervise, oversee and validate at all times the due fulfillment of the obligations contracted by this instrument on the part of "**THE UNIVERSITY.**"

**SEVENTH.- LABOR RELATIONS**

Since the personnel of each of the parties designates or contracts to intervene in the activities included in this agreement will not thereby modify their labor relations with the party that designated or contracted it, the other parties will not become substitute or supportive employers, with each party continuing to assume responsibility for the labor and social security issues related to their own personnel.

**EIGHTH.- DURATION**

This agreement will come into effect as from the date of the signature of the last signatory and will be in effect for one year. Despite the above, both parties pledge to review it periodically.

**NINTH.- ADVANCE TERMINATION**

The parties agree that either party may terminate this agreement upon thirty (30) days advance written notice to the other party. In the event of such termination, "**THE UNIVERSITY**" will refund all unexpended and unobligated funds to Sponsor after withholding amounts necessary to discharge uncancellable obligations.

**TENTH.- ACCESS TO INFORMATION**

"**THE PARTIES**" pledge to respect the principle of confidentiality and confidence established in the Federal Law of Transparency and Access to Public Government Information and its Regulations.

**ELEVENTH.- UNFORESEEN AFFAIRS**

Any issues not foreseen in this instrument will be resolved by mutual agreement by the parties and any decisions made must be recorded in writing and, having been duly signed, will then form part of this agreement.

**TWELTH.– CONTROVERSIES**

The parties declare that since the signing of this agreement and the commitments contracted in it are the result of their good faith, all the necessary actions will be undertaken for its due fulfillment. In the event of any discrepancy regarding its interpretations, this will be resolved by mutual agreement. In the event that the parties fail to reach an agreement, they express their willingness to be bound, for both the interpretation and the fulfillment of this agreement, by the jurisdiction and competence of the Federal Courts in Mexico City, Federal District.

**HAVING READ THIS INSTRUMENT AND BEING APPRISED OF THE CONTENTS AND SCOPE OF EACH OF ITS CLAUSES, EACH OF THE PARTIES SIGN THREE COPIES ON THE RIGHT OF PAGES ONE TO THREE AND AT THE BOTTOM OF PAGE FOUR, SPANISH AND ENGLISH, BEING BOTH TEXTS EQUALLY AUTHENTIC IN MEXICO CITY DECEMBER 12<sup>TH</sup>, 2009.**

**ON BEHALF OF THE “SECRETARIAT”**

**ON BEHALF OF “THE UNIVERSITY”**

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**DR. JOSÉ ÁNGEL CÓRDOVA VILLALOBOS,  
HEALTH SECRETARY**

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**JYL BALDWIN  
ASSOCIATE DIRECTOR,  
SPONSORED PROJECTS OFFICE  
REGENTS OF THE  
UNIVERSITY OF CALIFORNIA, BERKELEY**

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**JOSÉ FRANCISCO  
HERNÁNDEZ AGUILAR  
GENERAL DIRECTOR OF INTERNATIONAL  
RELATIONS**

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**XOCHITL CASTAÑEDA  
DIRECTOR OF HEALTH INITIATIVE OF THE  
AMERICAS**