

COOPERATION AGREEMENT

BETWEEN

UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO

AND

THE UNIVERSITY OF CALIFORNIA, BERKELEY, ACTING IN THE NAME
AND ON BEHALF OF THE SCHOOL OF PUBLIC HEALTH

The Universidad Nacional Autónoma de México (National Autonomous University of Mexico, UNAM) states that in accordance with article 1 of its Organic Law, published in the Official Gazette of the Federation on January 6, 1945, it is a public decentralized entity of the State, with full legal capacity, whose purpose is that of providing higher education to create professionals, researchers, university faculty and technicians that are useful to society, as well as that of organizing and conducting research dealing mainly with national issues and conditions and to disseminate to the greatest extent possible the benefits of culture. It states further that its legal representation is vested in its Rector, Dr. José Narro Robles, and finally that it designates as its address that located at 9° piso de la Torre de Rectoría, Ciudad Universitaria, Delegación Coyoacán, Código Postal 04510, México, Distrito Federal.

The University of California California (UC) states that it is an institution of higher education and research founded in 1869, comprised of ten campuses, as provided by the Act by which it was created and its Bylaws. It is governed by the Board of Regents as set forth in article IX, section 9 of the California Constitution. The Chancellor of the University of California, Berkeley, is Dr. Robert Birgeneau, herein represented by Dr. Stephen M. Shortell, Dean of the School of Public Health, acting with the authority and attributions of his office. Dr. Shortell is fully empowered to enter into this agreement by the School of Public Health of the University of California, Berkeley. UC designates the following address for the purposes hereof: 50 University Hall #7360, Berkeley, California 94720.

The Health Initiative of the Americas is a program of the School of Public Health of the University of California, Berkeley, intended to coordinate and optimize available health resources for migrants of Mexican origin and from other Latin American countries and their families by means of bi-national efforts in health

training, research and promotion. The above mentioned School shall be the institution in charge of coordinating this proposal.

I. PURPOSE

The purpose hereof is that of establishing relationships of cooperation between the two institutions, in particular to develop by mutual effort academic, scientific and cultural exchanges in the areas of human resources training and research projects relating to global health.

II. GENERAL AREAS OF COOPERATION

Cooperation between the parties is subject to the availability of funds and the granting of required consents by the parties and shall be carried out by means of health and migration related programs, activities and projects.

The areas contemplated by this agreement include the coordination of joint research projects, the interchange of faculty and students, the participation in academic forums, seminars and meetings and the interchange and development of academic and scientific papers, reports and materials, among others.

The specific programs with which this collaborative effort is intended to commence include the ones listed, as an enumeration but not by way of limitation, herein below:

1. The Research Program on Migration and Health (PIMSA)
2. The Summer Institute on Migration and Health
3. Student training, mobility and exchange
4. The production of academic papers and reports on health and migration related topics.

III. SPECIFIC AGREEMENTS

Specific agreements shall be drawn, when both parties deem such action necessary, to undertake any of the activities set forth in the preceding clause, in order to specify in detail the scope of their mutual undertakings. These agreements shall be signed by the representatives of both parties duly empowered to bind them thereunder.

IV. RESPONSIBLE PARTIES

Each of the parties shall designate a responsible party in charge of overseeing the proper development of the activities herein contemplated. To this end, UNAM designates its General Office of Cooperation and Internationalization (*Dirección General de Cooperación e internacionalización*), and "UC" designates of the Health Initiative of the Americas, UCB School of Public Health.

UNAM:

Person in Charge:

Dra. Martha Navarro Albo
Directora General de Cooperación e
Internacionalización

UC:

Person in Charge:

Dra. Xóchitl Castañeda
Director of the Health Initiative of
the Americas, School of Public
Health, UC Berkeley

Postal Address:
Dirección General de Cooperación e
Internacionalización
Universidad Nacional Autónoma de
México
Ciudad Universitaria, Insurgentes Sur
3000, Torre de Rectoría, Piso 10,
Delegación Coyoacán, C.P. 04360.
México D.F.

Phone No.:
+(5255) 5622 1094

Fax:
+ (5255) 5550 9017

e-mail:
mnavarro@global.unam.mx

Web Page:
<http://www.global.unam.mx/>

Postal Address:
Health Initiative of the Americas
1950 Addison Street, Suite 203
Berkeley, CA 94704
USA

Phone No.:
+(001) 510-643-4088

Fax:
+(001) 510-642-7861

e-mail:
xochitl.castaneda@berkeley.edu

Web Page :
<http://hia.berkeley.edu/>

V. INTELLECTUAL PROPERTY

Monetary rights over any copyright and intellectual property shall vest in the party whose personnel has developed the work subject to publication or patent and due credit must be given to those participating in its development.

The parties agree that publications of different types (books, booklets, articles, research posters, web pages, data bases, etc.) as well as joint publications and their dissemination produced hereunder shall be undertaken by mutual agreement.

It is expressly provided herein that the parties may use the results obtained from the activities herein contemplated in their academic endeavors.

VI. CIVIL LIABILITY

It is expressly agreed that the parties shall have no civil liability for damages and losses that may ensue as a result of acts of God or Force Majeure events, specifically as a result of academic or administrative work stoppages, it being understood that upon cessation of any such events, the parties shall resume the activities herein contemplated in the manner and under terms as agreed upon.

VII. TERM AND AMENDMENTS

This agreement shall remain in effect for a five-year term, counted as of the date of its execution, and may be extended, prior assessment of results, by mutual agreement of the parties hereto.

This agreement may be terminated in advance by either party by giving written notice thereof to the other party six months in advance of the intended termination date.

In the event of advanced termination, both parties shall take all action required to prevent any damages and losses to be caused to either of them and to third

parties, it being understood that all on-going activities at such time shall be carried out to completion.

Additions or amendments may be made to this agreement by written agreement of the parties hereto signed by their duly authorized representatives, and any such amendment or agreement so executed shall become an integral part hereof. Such amendments or additions shall bind the parties as of the date of their execution.

VIII. LABOR RELATIONSHIP

The Parties agree that the personnel assigned by each to perform under this agreement shall be deemed to relate solely to the institution that employs them. Accordingly, each party assumes its own liabilities in this regard, and under no circumstance shall the other party be deemed to be a surrogate or joint employer.

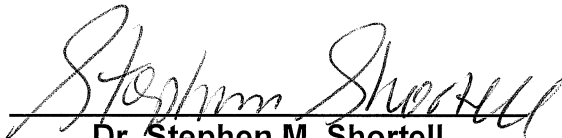
IX. INTERPRETATION AND CONTROVERSIES

This agreement is entered in good faith and therefore any disputes or controversies which may arise as regards its interpretation, or execution and performance hereunder shall be resolved by mutual agreement of the parties hereto.

The parties having read this cooperation agreement and acknowledging being cognizant of its content, scope and legal effect, sign it in six counterparts, three originals in the Spanish language and three originals in the English language, all of which are equally valid.

IN WITNESS WHEREOF, the parties sign it in agreement:

**UNIVERSITY OF CALIFORNIA
BERKELEY**



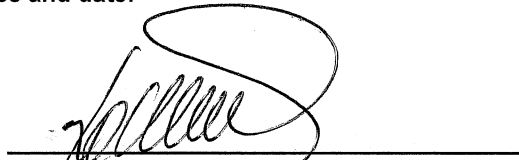
**Dr. Stephen M. Shortell
Dean, School of Public Health
Berkeley**

**UNIVERSIDAD NACIONAL AUTÓNOMA
DE MÉXICO**



**Dr. José Narro Robles
Rector**

Place and date:



**Xochitl Castañeda
Director, Health Initiative of the
Americas**

Place and date:

16 / XII / 2011

Place and date: