

SPECIFIC COLLABORATIVE AGREEMENT, FOR THE CARRYING OUT OF THE RESEARCH STUDY “THE IMPACT OF MIGRATION ON WOMEN’S MENTAL HEALTH”, CELEBRATED, ON ONE PART, BY EL INSTITUTO NACIONAL DE LAS MUJERES, OF THE UNITED MEXICAN STATES, HENCEFORTH REFERRED TO AS “INMUJERES” AND, ON THE OTHER PART, BY THE UNIVERSITY OF CALIFORNIA AT BERKELEY, OF THE UNITED STATES OF AMERICA, HENCEFORTH REFERRED TO AS “UC”, THROUGH THE HEALTH INITIATIVE OF THE AMERICAS, HENCEFORTH REFERRED TO AS “HIA”

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

ACKNOWLEDGING that on July 24, 2008 “**the Parties**” signed a Collaborative Agreement in which the central objective was to implement, support, promote and spread actions aimed at protecting, respecting and fomenting the human rights of migrant population, with equitable treatment for women, and that in Article III Section e), and Article IV, they agreed on carrying out scientific research, as well as formalizing such research through specific collaborative agreements,

Have agreed on the following:

**ARTICLE I
OBJECTIVE**

The central objective of the present Agreement is to establish the commitments to following up the research founded by the Research Project on Migration and Health (PIMSA), as well as developing policy recommendations on that matter, applicable within the Mexican and American context.

**ARTICLE II
COMMITMENTS**

To achieve the objective the present Agreement refers to, “**the Parties**” will assume the following commitments:

“**UC**” through “**HIA**”, within the scope of its competition, commits:

1. To designate a researcher or a group of researchers, as a follow up of PIMSA, who:
Will coordinate and supervise the follow up activities of the research study “Mental Health and Migration: a Binational Proposal”, in accordance to what is stated in the sole annex to the present agreement.
2. To designate a researcher or group of researchers who:
Will carry out an analysis of the impact of migration on women’s health, based on the results of the researches founded by PIMSA.
Will prepare a “binational report” containing a binational policy recommendation on migration and health.
3. To release the results of the present research in the pertinent forums, including the Binational Health Week.

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

1. To grant to **“HIA”**, through **“UC”**, the amount of **\$135,000.00 (ONE HUNDRED THIRTY FIVE THOUSAND MEXICAN PESOS 00/100)** in order to carry out the Project. The mentioned amount will be granted in two installments as follows:
 - First installment of 57%, equivalent to \$77,000.00 (seventy seven thousand pesos 00/100) in August, upon the handing over of the first progress report.
 - Second installment of 43%, equivalent to \$58,000.00 (fifty eight thousand pesos 00/100) in October, upon the preliminary handing over of the final report.
2. To release the results of the present research in the pertinent forums.

ARTICLE III DELIVERY SCHEDULE

“The Parties” agree that the deadline for the completion and delivery of the project matter of this Agreement, will be November 14, 2008, with other previous dates for the partial handing over of progress reports, according to what is stated in the sole annex to the present agreement.

ARTICLE IV RESOURCES REFUND

In case the funds granted to **“HIA”** were not used or were used for other purposes different from those established in the present Agreement, **“UC”**, through **“HIA”**, shall refund to **“INMUJERES”** the total amount of the funds within 5 (five) days from the date of the refund request; **“UC”**, through **“HIA”**, shall also pay the liquidated damages caused by breach of the obligations under the present Agreement.

ARTICLE V INTELLECTUAL PROPERTY

“The Parties” agree that, as the result of a joint effort, the ownership of the copyright will be shared by **“The Parties”**, accordingly to the Mexican National Legislation regarding the intellectual property, which states the obligation to grant the corresponding credits to the individuals who participate, if it is the case, in the achievement of the project.

ARTICLE VI LABOR RELATIONS

The personnel commissioned by each one of **“the Parties”** will 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” will 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 will fulfill all the current 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 will leave the receiving country, accordingly to its own laws and regulations.

ARTICLE VII PEOPLE IN CHARGE

For the execution, follow up and fulfillment of the present agreement, **“the Parties”** agree to designate as responsible persons:

For **“INMUJERES”**, Laura Liselotte Correa de la Torre, Manager of the Office of the Dirección General de Promoción y Enlace

For **“UC”** and **“HIA”**, Rosario Alberro, Associate Director.

ARTICLE VIII ACT OF NATURE OR FORCE MAJEURE

“The Parties” will not 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 are overcome, the activities will restart in the way and terms that **“the Parties”** determine.

ARTICLE IX SOLUTION OF CONTROVERSIES

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

ARTICLE X FINAL DISPOSITIONS

The present Agreement will come into effect as of the date of its signature and will be in force until December 31, 2008.

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)*, once 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 25, 2008, in three original copies written in Spanish, the three copies being equally authentic.

FOR "INMUJERES"

FOR "UC" AND "HIA"

**María del Rocío García Gaytán
President**

**Xóchitl Castañeda
Director**