

GENERAL AGREEMENT OF ACADEMIC, SCIENTIFIC, AND CULTURAL COLLABORATION
BETWEEN THE UNIVERSITY OF CALIFORNIA AND THE UNIVERSIDAD LA SALLE, A.C.

The Regents of the University of California (UC) and the Universidad La Salle, A.C. (ULSA), henceforth collectively known as “The Parties;”

Whereas

The scientific and technological relationship between the United States of America and the United Mexican States have been strengthened and increased by an agreement of scientific and technical cooperation signed on 15 June 1972 and its amendment dated 22 September 1994; and

UC is a distinguished public institution of higher education and research, which offers excellent undergraduate and graduate education programs and conducts advanced research at each of its (nine) campuses; and

UC has co-sponsored the California-México Health Initiative together with California’s state government and the Universidad La Salle to advance collaborative research and training programs between UC faculty and students and their Mexican counterparts; and

ULSA is a distinguished, private, Christian institution of higher education that aims to initiate, encourage, sponsor, fund or found, and direct professional higher education and university programs, scientific research institutes, as well as promote culture and knowledge; and

In order to complement its educational objectives, ULSA must coordinate with institutions of higher education, within a cultural, scientific, and humanistic environment with the ultimate goal of providing high-quality education, training, professors, and research to benefit its students; and

That its legal representative is the President according to its founding charter; and

That for purposes of this agreement, the legal address of ULSA is Benjamin Franklin 47, Colonia Condesa, 06140 México, D.F.; and the legal address of the University of California is 1111 Franklin Street, Oakland, California, 94607-5201,

Both parties agree on the major importance for both institutions of strengthening existing links and collaborative agreements; and

Both parties seek greater cooperation among scientists and academics in California and México to enhance the quality of their relationship.

THEREFORE,

The parties subscribe to this memorandum of understanding for the purpose of carrying out activities of mutual benefit in accordance with the rules and regulations governing them and incorporate the provisions described herein.

CLAUSES

FIRST: The present agreement has as its objective the establishment of programs and projects, in areas of mutual interest to UC and ULSA (academic, scientific, and cultural) with the ultimate goal of improving institutional development.

SECOND: For the adequate development of the activities referred to in the present agreement, both parties will designate, within 30 days following the signing of this instrument, three representatives of each institution who will constitute a working commission. ULSA representatives will be designated by the President, and the President of the University of California or his designee will appoint its representatives. The authority and functions of the permanent work commission are as follows:

- A. To prepare, agree upon, and develop specific work programs in accordance with the conditions in the framework of this agreement.
- B. To agree to the contributions of both parties for the execution of each action, subject to the seventh clause.
- C. To supervise the adequate development of specific work programs.
- D. To conduct partial and final evaluations of specific work programs.
- E. To act as a representative of both parties when dealing with a third party, in relation to this agreement when necessary, and to fulfill the goals of this instrument, which will be accepted by both parties from the present forward.
- F. To suggest modifications or additions to this agreement in relation to the content of the thirteenth clause of this document.

The working commission will meet as often as necessary in order to complete its tasks, but at least twice yearly, alternately in each country. Each institution will provide financial support for its own representatives, and the working commission will inform the corresponding presidents of ULSA and of UC as to the progress of the program.

THIRD: The final results of the projects, studies, publications, and any other product obtained as a result of this agreement will be freely used for academic purposes or for social and cultural promotion, subject solely to the agreement of the other party through the commission mentioned in the second clause.

FOURTH: Should any financial gain be realized by the interest of outside persons or institutions in obtaining results of any programs/projects emanating from this agreement, financial gains will be distributed proportionately in accordance with the contributions of ULSA and UC.

FIFTH: The parties will jointly determine, with respect to the project or program to be carried out, the human, technical and material resources as well as support necessary for the development of the programs or projects.

SIXTH: The completion of academic, scientific, and cultural programs for undergraduate and graduate students will be set forth in a manner consistent with the second clause, Part C, of this document.

SEVENTH: This agreement shall be identified as the parent document of any specific affiliation program between the parties. Subsequent agreements concerning any program shall provide details concerning the specific commitments being made by each party and shall not become effective until they have been put in writing and executed by the duly authorized representatives of the parties, approved in writing by the President of the University of California or his designee and the President of ULSA.

EIGHTH: The parties agree that the exchange of scientific and technical information will be through the channels previously determined by the commission, giving credit to the legal adviser as well as to the source of the information. If the information is to be considered confidential by the owner, the other party promises to protect its use.

NINTH: The parties agree to the development of joint actions that strengthen the programs and channels of communication.

TENTH: ULSA and UC will seek the necessary facilities to disseminate, edit, and publish all of the contributions resulting from the specific programs and projects developed under the present agreement.

ELEVENTH: The parties agree that no change in anyone's employment status is intended by this agreement. Therefore, no substitution of contractual obligations (salary, benefits, etc.) will be considered. Each party will continue to assume these responsibilities for its own staff.

TWELFTH: No amendments to this agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties and approved by any other appropriate authorities.

THIRTEENTH: This agreement may be modified by mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions of scholarships and activities in progress in such a way as to jeopardize the successful completion of the programs.

The present agreement has been read; therefore, the scope and responsibilities contained in each clause have been duly understood by both parties. The agreement will be signed in duplicate, each copy of equal value.

DURATION OF THE AGREEMENT

This agreement shall not enter in force until it has been approved by the parties and approved by any other appropriate authorities. If it is approved, this agreement will remain in force for a period of five years with automatic renewal.

TERMINATION OF THE AGREEMENT

- A. If one of the parties decides to cancel the agreement, this decision should be communicated in writing three months before the date of termination.
- B. If the agreement is terminated, the representatives of both institutions agree to return unused allocated resources to their source or divide them between ULSA and UC in proportion to their respective contributions. This also applies to any profit derived from the commercial exploitation of program results.
- C. If the agreement is terminated, such termination will not affect programs and projects already in progress until completion and the parties agree to honor scholarships offered within the framework of this agreement as long as the recipient fulfills the terms and conditions established by both parties.
- D. There are no penalties if the agreement is cancelled. If this agreement is cancelled, neither UC nor ULSA have any civil liability with their counterpart for monetary losses or losses of any other type that could occur.

DISPUTE RESOLUTION

If there is a difference in the interpretation or execution of the present agreement, the parties agree to resolve it in an amicable manner. If the parties are unable to resolve them, disputes shall be submitted to arbitration under the process described in Article, 14, paragraph I.D. of the agreement between the United States of America and the United Mexican States in relation to scientific and technical cooperation.

Executed in México City on January 9, 2003 in six original copies, in Spanish and English, both texts being equally valid.

ULSA

UC

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