

## AGREEMENT OF COOPERATION

**GENERAL AGREEMENT FOR ACADEMIC, SCIENTIFIC, TECHNOLOGICAL AND CULTURAL COOPERATION BETWEEN UNIVERSIDAD AUTONOMA DE BAJA CALIFORNIA, HEREIN REFERRED TO AS "UABC", REPRESENTED BY ITS RECTOR DR. GABRIEL ESTRELLA VALENZUELA, AND CALIFORNIA STATE UNIVERSITY SAN MARCOS HEREIN REFERRED TO AS "CSUSM" REPRESENTED BY ITS PRESIDENT KAREN S. HAYNES, PH.D, PURSUANT TO THE FOLLOWING.**

### DECLARATIONS

**The "UABC" declares:**

- I. That according to its organic law published February, 28th, 1957 it is an institution dedicated to public service and whose purpose is to provide higher education for the development of professionals, scientific research and the extension of cultural benefits.
- II. That Dr. Gabriel Estrella Valenzuela was appointed Rector of the University by its Board of Trustees on November, 28th, 2006 and based on such appointment has full and legal authority to sign this agreement.
- III. That the UABC's legal address is Ave. Álvaro Obregón y Calle Julián Carrillo s/n Colonia Nueva, Mexicali, Baja California, México.

**The "CSUSM" declares:**

- I. That California State University San marcos, established on July 1, 1989 by the California State University Board of trustees is a comprehensive university within the California State University System.



**II.** That Dr. Karen S. Haynes was appointed President of CSUSM by the CSU Board of trustees in February 2004.

**III.** That the legal address is 333 South Twin Oaks Valley Road, San Marcos, California 92096 USA.

**Both parties declare:**

That given their common interests in academic, scientific, technological and cultural areas and their intent of establishing means of communication to encourage and promote linkages developing said areas, they agree to conform to the following.

**C L A U S E S**

**Purpose of the Agreement**

Both parties, in order to facilitate the activities called for in this agreement, will seek specific cooperation agreements that permit better resource utilization through mutual cooperation, coordination of efforts and exchange of experiences. These specific agreements will be proposed by each party's corresponding academic or administrative units with the other party's corresponding academic or administrative units; and each such specific agreement may be approved in writing on behalf of "UABC" by its Secretary General, and on behalf of "CSUSM" by whomever the president designates for such purpose.

1. Both parties will orient their activities pursuant to this agreement towards human resource development, research, scientific discovery and academic improvement in areas considered of mutual interest through means including but not limited to:
  - a. Encouraging professional, academic and student exchange.
  - b. Developing basic and applied research proposals to be presented to external funding agencies.
  - c. Promoting scientific and cultural actions, such as, courses, conferences, seminars, workshops, symposiums, etc. of common interest for both parties.



- d. Development of jointly accredited programs.
  - e. Inviting professors and researchers to spend their academic breaks in graduate and post-graduate studies.
  - f. Encouraging the enrollment of professors and researchers interested in studying a specialty course or a degree program in common interest areas.
  - g. Exchanging information, textbooks, computer programs, publications, access to specialized bibliography, internet, instructional and audiovisual materials and library facilities.
  - h. Delivering academic instruction or conducting research in common interest areas such as the creation of anthologies or textbooks.
  - i. Providing mutual assistance in technical operations through the participation of personnel or use of equipment for the training of faculty, staff and administrative personnel for the development of projects.
  - j. Encouraging participation in any specific programs developed with other institutions in common interest areas.
  - k. Establish academic formation programs by means open and distance education.
2. The parties agree to present written specific agreements for approval by both parties. Such agreements will constitute an appendix to this General Cooperation Agreement.
  3. Each specific work program agreement referred to in the above clause will clearly state both parties level of participation and/or contribution, as well as the sharing of revenues/expenses and responsibility pertaining to the acquisition and management of economic resources and grants.
  4. In the event of any Specific Agreements covering research projects, said "UABC's" Office of Postgraduate Studies and Research will supervise actions and by "CSUSM" the Office of Graduate Studies and Research.
  5. Each party agrees to provide the other with the necessary elements needed for the development of any specific program according to each such program's requirements as are agreed to by the parties.

6. Any financial support to which both parties may be obligated shall be established in accordance with specific agreements developed for each project and duly signed by each university's representative.
7. Both universities are entitled to obtain joint or separate funding from national or international organizations, as well as government agencies, to acquire resources for the aforementioned specific agreements. In case financial resources cannot be obtained from external sources at a level sufficient to support a specific project, both parties will attempt to cover the expenses jointly and equitably with their own resources to the extent they choose to continue with such projects.
8. Both parties agree that personnel from the non-host institution involved in projects for "UABC" and "CSUSM" will remain under their institution's direction and under no circumstance will non-host institution personnel be considered host institution employees for any legal purpose.
9. In the event that any personnel involved in any program subject to this agreement work for institutions other than the parties to this agreement, such personnel will continue under the supervision and direction of their employer institution and they shall not be considered employees of either party to this agreement for any legal purpose.
10. The parties agree that the authorship rights and copyrights of the materials resulting from their joint activity and concerning intellectual and / or industrial copyrights (patents, invention certificates, model and industrial drafts, drawings or plans registry) generated from programs and research to which the agreement refers, will correspond in equal parts, requiring the mention of the persons involved in them.
11. This agreement has a duration of five (5) years beginning the date of its signing. At the end of this period, the agreement shall automatically extend for another five years, by mutual consent under the same conditions.
12. If during this agreement, modifications should be deemed necessary, both parties must agree to make the changes, if and when such changes are presented in writing and duly signed by both parties.




13. This general agreement will cease to have legal effects when one or both parties agree to terminate the agreement. The request to terminate the agreement must be in writing, and will take effect sixty days after it has been issued, without affecting the development of the Specific Programs in progress at the time.
14. All type of general communications, correspondence, administrative or academic, resulting as products of the present legal instrument shall be addressed, in the case of the "UABC" to "*Coordinación de Cooperación Internacional e Intercambio Académico*", issuing copies to the corresponding school, college or institute according to their participation in the specific work program; in the case of "CSUSM" to the office of the Office of Global Education.
15. Both parties agree to carry all possible actions to their correct interpretation, observance and fulfillment in good faith.

This General Agreement is extended in duplicate, each party keeping one copy, and duly signing it on the dates shown below.

**UNIVERSIDAD AUTONOMA DE  
BAJA CALIFORNIA**

**RECTOR**



**DR. GABRIEL ESTRELLA  
VALENZUELA**

11/15/10  
Date

**CALIFORNIA STATE UNIVERSITY  
SAN MARCOS**

**PRESIDENT**



**KAREN S. HAYNES, PH.D**

10/25/10  
Date

UNIVERSIDAD AUTONOMA  
DE BAJA CALIFORNIA



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