

**INTER-INSTITUTIONAL AGREEMENT BETWEEN
THE SECRETARIAT OF PUBLIC EDUCATION OF
THE UNITED STATES OF MEXICO
AND
PIMA COUNTY COMMUNITY COLLEGE DISTRICT
TUCSON, ARIZONA
UNITED STATES OF AMERICA**

INTER-INSTITUTIONAL AGREEMENT OF ACADEMIC COOPERATION BETWEEN THE PARTY OF THE FIRST PART, **THE SECRETARIAT OF PUBLIC EDUCATION**, HENCEFORTH REFERRED TO AS "**THE SEP**". AND REPRESENTED IN THIS DOCUMENT BY C.P. OSCAR JOFFRE VELAZQUEZ. UNDERSECRETARY OF EDUCATION AND TECHNOLOGICAL RESEARCH, WITH THE PARTICIPATION OF ING. RAUL GONZALEZ APAOLAZA, GENERAL DIRECTOR OF INDUSTRIAL TECHNOLOGICAL EDUCATION, AND DR. JOSE CHANES NIETO. GENERAL DIRECTOR OF INTERNATIONAL RELATIONS, AND THE PARTY OF THE SECOND PART, PIMA COUNTY COMMUNITY COLLEGE DISTRICT. HENCEFORTH REFERRED TO AS "PCCCD" REPRESENTED BY DR. ROBERT D. JENSEN, CHANCELLOR. WITH THE PARTICIPATION OF DR. JOHN GABUSI, ASSISTANT VICE-CHANCELLOR OF ECONOMIC DEVELOPMENT, PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

I. By "THE SEP":

- I.1 THE SEP is a branch of the Federal government of Mexico, and according to Article 38 of the Federal Public Administration Law, is charged with the implementation of educational functions, including fostering relationships with other countries.
- I.2 Within the organizational structure is the Subsecretariat of Education and Technological Research, in which the General Directorate of Industrial Technological Education (DGETI) is responsible for, among other duties, organizing, operating, developing, supervising, and evaluating industrial technological education at an associates degree level, as well as operating the vocational secondary schools (CBTis) and the centers of industrial technological studies (CETis).
- I.3 The General Directorate of Intentional Relations is an administrative unit within the Secretariat and is charged with, among other things, promoting and developing activities related to cooperation and exchanges of a scientific, educational, cultural, technical, and artistic nature with other countries and intentional organizations, as well as representing the Secretariat in fulfilling the commitments associated, with intentional agreements.
- I.4 For purposes of this agreement, the designated address shall be for the Under Secretariat of Education and Technological Research. located at Argentina No.28, 2nd floor, Colonia Centro, Mexico City, Mexico.

- II. From "PCCCD":
- II.1 PCCCD is a qualified, post-secondary education public institution that grants associate degrees.
 - II.2 PCCCD recognizes the need for cooperation and exchange with other national and intentional educational institutions that benefit its students, professors. and the community in general.
 - II.3 It is a governed by a Board of Directors whose representatives are chosen by delegates of the five districts in Pima County , State of Arizona, United States of America, represented for the purposes of this document by Dr. Robert D. Jensen, Chancellor, who was legally empowered by the Governing Board on September 15, 1995.
 - II.4 For the purposes of this agreement, the designated address is 4905A East Broadway #207, Tucson, Arizona 85709-1255.
- III Of both parties:
- III.1 That being dedicated to similar objectives, both parties are interested in entering into joint efforts of mutual benefit.
 - III.2 In light of the preceding statements, both parties jointly agree to the following:

CLAUSES

- FIRST The object of this agreement is to establish a foundation by which **THE SEP** and **PCCCD** will develop programs or academic cooperation projects of mutual interest and benefit.
- SECOND In order to accomplish the objectives of the above mentioned clause, **THE SEP** will carry out its activities through the Directorate General of Education in Technological Research (**DGETI**), its state affiliates, and the **CBTis** and **CETis** facilities. In turn, **PCCCD** will carry out its activities through its campuses.
- THIRD The parties agree to accomplish the following common goals:
- a) Support academic and cultural exchange projects that benefit both the citizens of Mexico and the United States.
 - b) Promote the exchange of information, experts, instructional materials, equipment and all of the elements considered necessary to strengthen their respective educational capabilities.
 - c) Develop joint programs and activities, as well as pilot and experimental, projects in areas and issues of common interest.

- d) Organize specialized technical training and personnel administration courses, as well as a series of conferences, round tables, seminars, and other academic activities aimed at both the faculty and the student body, and the general public.
- e) Implement training programs for faculty and specialized subjects.
- f) Promote the development of instructional materials.
- g) Foster the development of an educational system based on competition.
- h) Make available their respective physical facilities (classrooms, laboratories, libraries, gymnasiums, workshops, equipment etc.) to carry out activities and programs embarked upon without affecting existing academic and research activities.

FOURTH In order to enable and guarantee the development of the activities and programs presented herein, both parties will arrange for the evaluation and follow-up procedures as they deem appropriate.

FIFTH Either party may submit written proposals for programs or specific work projects for the implementation of joint activities to be carried out by **THE SEP** and **PCCCD**. If approved by both parties, such programs or projects will be considered implementation annexes to this agreement.

In the programs or specific work projects, both parties will detail:

- a) Objectives.
- b) Activities to be developed.
- c) Timetables.
- d) Profile, number and experience of participants.
- e) Assigned personnel.
- f) Evaluation methods for the execution of said programs and projects.
- g) Requirements necessary to determine the goals and scope of each projector program, so as to ensure its success.

SIXTH The teaching and research staff appointed by each of the parties to implement the programs regulated by this agreement will remain under the direction of its corresponding party and its working relationship with the party to which it is affiliated will remain unchanged. Therefore, no labor relationship will exist with the other party which shall under no circumstances be considered a substitute employer.

The parties will ensure that the personnel assigned to perform duties under the terms of this agreement have personal liability, medical, and life insurance in case, of accidents that merit compensation or restitution resulting from the development of said actions. Assigned personnel will be covered by insurance carried by the corresponding agency.

In case of personal injury to a member of either party or damages to the property of either party, due to the negligence or malfeasance of either party, the negligent party will provide restitution or compensation for the damages incurred.

SEVENTH The parties agree to come to a mutual agreement in resolving any doubt regarding the interpretation or compliance of this agreement, or any unforeseen aspect of such.

EIGHTH This agreement becomes effective on the date signed for a period of two (2) years and will be automatically extended for a period of equal length, unless either one of the parties notifies the other in writing ninety days (90) prior of their intent to discontinue the agreement. In addition, the parties can modify this agreement at any time with mutual consent, and terminate this agreement upon ninety day (90) written notification of intent to terminate from one party to the other. Both parties agree that termination of this agreement will not affect the activities agreed upon while the agreement was in effect and said activities win be carried out to their completion.

Having been made aware of the content and legal extent of this agreement, both parties agree to sign it in **Tucson, Arizona** on the **13th** day of **may** in the year **nineteen hundred and ninety six** on duplicate in Spanish and English, both texts being authentic and true translations.

BY "THE SEP"

BY "PCCCD"

C.P. OSCAR JOFFRE VELAZQUEZ
Undersecretary of Education and
Technological Research

DR. ROBERT D. JENSEN
Chancellor

RAÚL GONZÁLEZ APAOLAZA
Director General of Industrial
Technological Education

DR. JOHN GABUSI
Assistant Vice Chancellor
Economic Development

DR. JOSÉ CHANES NIETO
Director General of International
Relations