

**AGREEMENT OF COOPERATION  
BETWEEN  
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
AND  
EL COLEGIO NACIONAL DE EDUCACION PROFESIONAL TECNICA  
(CONALEP)  
(THE NATIONAL COLLEGE FOR PROFESSIONAL TECHNICAL EDUCATION)**

AGREEMENT OF INTERINSTITUTIONAL ACADEMIC COOPERATION BETWEEN THE NATIONAL COLLEGE FOR PROFESSIONAL TECHNICAL EDUCATION, HERE UPON TO BE REFERRED AS "EL CONALEP", REPRESENTED IN THIS DOCUMENT BY ITS GENERAL DIRECTOR, ING. DIODORO GUERRA RODRIGUEZ, WITH THE PARTICIPATION OF THE INTERNATIONAL RELATIONS OFFICE OF THE DEPARTMENT OF PUBLIC EDUCATION OF THE UNITED MEXICAN STATES, HERE UPON TO BE REFERRED AS "DGRI", REPRESENTED BY LIC. VICTOR SOLOGAISTOA BERNARD, AS ITS GENERAL DIRECTOR; AND THE SOUTHWESTERN COMMUNITY COLLEGE DISTRICT OF CHULA VISTA, CALIFORNIA, UNITED STATES OF AMERICA, HERE UPON TO BE REFERRED AS "SCCD", REPRESENTED BY ITS SUPERINTENDENT/PRESIDENT, DR. JOSEPH M. CONTE, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

**STATEMENTS**

I. "EL CONALEP":

- I.1 A public institution, decentralized from the Federal Government of the United Mexican States, having its own legal status and patrimony, whose purpose is to contribute to national development by providing training programs for qualified professional personnel at the postsecondary level, which the country's private sector demands, and which will be in agreement with the original Decree, published by the Diario Oficial de la Federacion (Official Journal of the Federation), on December 29, 1978.
- I.2 Which, in order to completely satisfy the goals and objectives established under this Decree, recognizes the importance of academic cooperation with educational institutions, national and foreign, public or private.
- I.3 Whose General Director is authorized to sign agreements with states and institutions, public and private, in accordance with the provisions stipulated in Article 14, Sections VII and VIII of the original Decree.
- I.4 Whose representative in this document was appointed by the President of Mexico, Mr. Carlos Salinas de Gortari, on May 25, 1989.
- I.5 Whose address, for legal purposes of this Agreement, is: Avenida CONALEP No.5, Municipio de Metepec, Estado de México, C.P. 52140.

II. "DGRI"

- II.1 In accordance with the provisions of Articles 3 and 48 of the bylaws of the Department of Public Education of Mexico, it is an administrative unit of said Department which has, among others, the power to promote and develop activities of cooperation and scientific exchange, as well as technical, cultural, artistic and educational exchange with other countries ; and international organizations, and as such, represents the Department ; in carrying out these commitments which are derived from agreements of an international nature, and in such manner is participating in formalizing this document.
- II.2 Whose representative in this document was appointed by the Department of Public Education on February 4, 1991.

### III. "SCCD"

- III.1 An Institution of public education in the City of Chula Vista, State of California, United States of America, whose main mission is to provide its students and the community as a whole with training and educational opportunities at a postsecondary level.
- III.2 Whose officials recognize the need for an academic exchange and cooperation with educational institutions, national and foreign, for the benefit of its students, faculty and the community as a whole.
- III.3 For the purposes of this Agreement, its address is: 900 Otay Lakes Road, Chula Vista, California 91910, U.S.A.
- III.4 Whose representative accredits its legal status in reaching this Agreement, who was officially appointed Superintendent/President of the District by the SCCD Governing Board on August 1, 1986.

### IV. From both parties:

I Based on Articles 3 and 12.1 of the Basic Agreement of Scientific and Technical Cooperation, endorsed by the Governments of Mexico and the United States of America, on June 18, 1972, both parties have resolved to sign this Agreement of Interinstitutional Academic Cooperation and have declared their approval to what is stipulated here.

In approval of the aforementioned statements, both parties grant what is recorded in the following:

### CLAUSES

- FIRST Both parties agree that the purpose of this document is to establish the general conditions of interinstitutional academic cooperation in areas of mutual interest and benefit.
- II SECOND In order to accomplish the purposes of this Agreement, both parties resolve to collaborate on the following:
  - a) Support projects of academic and cultural exchange to benefit the citizens of both the United Mexican States and the United States of America; to accomplish the exchange of information, experts, learning materials, equipment, and all of those elements that are considered necessary to strengthen their respective educational capabilities, as well as sports, cultural and social exchange programs;
  - b) Organize joint programs and activities, such as pilot programs of an experimental nature, in those areas and topics that are of common interest;
  - c) Implement courses in specialized technical training and personnel administration, as well as a schedule of conferences, round tables, seminars and other academic activities directed to faculty as well as to the student community from both institutions and the public in general;
  - d) Conduct joint programs of study which may be deemed necessary on problems regarding technical education of interest to Mexico and the United States, particularly in the border area;
  - e) Undertake, in the localities of Chula Vista, California, U.S.A. and Tijuana, Baja California, México, those joint activities that are considered necessary to strengthen ties with the economic sectors on both sides of the border; and

- f) Share the use of physical plant facilities (i.e., classrooms, laboratories, auditoriums, libraries, gymnasiums, shops, equipment, etc.) in order to carry out activities and programs that are undertaken, which will be implemented without affecting the development of academic and research assignments, but which will enhance them.
- THIRD In order to facilitate and insure the successful development of programs and activities under his agreement, both parties will establish evaluation and follow-up procedures.  
Cooperation, signed on June 18, 1972, of the development of activities.
- FOURTH Both parties will present, in written form, the specific programs or projects in order to collaborate in areas of mutual interest. These, once approved, will be considered part of this document and will be in the category of specific agreements of collaboration, which will describe in detail the activities to be developed, work calendars, the profile and number of personnel involved, their location and required budgets, the financial participation of each party, evaluation forms for the projects, as well as all the necessary data and documents to accurately determine the end and scope of each project.
- FIFTH The present agreement will be in force for an indefinite period of time beginning on the day of its signature without affecting the power of either party to introduce, at any time, any modifications or additions that may be deemed necessary.  
Either party can terminate the agreement by written notification to the other party with 60 days notice, with the understanding the termination will not affect the development and culmination of the projects that are in progress at that time.
- SIXTH In the case of any doubt related to the interpretation or fulfillment of the present agreement, the parties should solve their differences by common consent.  
Both parties agree that the present document will be subject to legal regulations applicable at the time in both the United Mexican States, and the United States of America.

This Agreement having been read, and the participants having been informed of its content and scope, is signed in Mexico City on the thirtyth one day of the month of October, nineteen-hundred and ninety-one, in two copies, one in Spanish and one in English, both being exactly alike and authentic.

BY "EL CONALEP"

BY "SCCD"

**ING. DIODORO GUERRA RODRÍGUEZ**  
GENERAL DIRECTOR

**DR. JOSEPH M. CONTE**  
SUPERINTENDENT/PRESIDENT

BY "DGRI"

**LIC. VICTOR SOLOGAISTOA BERNARD**  
GENERAL DIRECTOR