

**COOPERATION AGREEMENT
BETWEEN
THE SECRETARIAT OF PUBLIC EDUCATION
OF THE UNITED STATES OF MEXICO
AND
THE CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S
OFFICE OF THE STATE OF CALIFORNIA OF
THE UNITED STATES OF AMERICA**

Prepared by

THE CALIFORNIA COMMUNITY COLLEGE CHANCELLOR'S OFFICE
THE OFFICE OF THE SECRETARY OF PUBLIC EDUCATION INTERNATIONAL
AFFAIRS OFFICE OF THE REPUBLIC OF MEXICO

with assistance from

THE SAN DIEGO COMMUNITY COLLEGE DISTRICT
INSTRUCTIONAL SERVICES ECONOMIC DEVELOPMENT
AND INTERNATIONAL EDUCATION OFFICE

SEPTEMBER, 2000

PREFACE

The Secretariat of Public Education of the United States of Mexico (SEP) and the California Community Colleges Chancellor's Office of the State of California, United States of America (CCCCO) hereafter "the Parties;

DESIRING to expand and consolidate Academic, Technical, Cultural, and Educational exchange programs;

CONSIDERING that productive academic and educational cooperative relationships have been developed through existing binational collaboration with the objective of strengthening mutual knowledge and efficient regional development;

CONVINCED that important academic, technical, cultural, informational, athletic, and social experiences have been developed to strengthen their respective educational capacities;

HAVE AGREED TO THE FOLLOWING:

ARTICLE I

The objective of this Agreement is to establish the necessary bases between the Parties for the development of technical and academic consulting programs or projects and cultural exchange in areas of mutual interest and benefit.

ARTICLE II

In order to fulfill the objective of this Agreement, the cooperative actions between the Parties could include the following categories:

- a. Contribute to the technical, academic, cultural, and social development of the institutions belonging to SEP, as well as other public educational institutions from Mexico;
- b. Strengthen the linkages among students and faculty of the educational institutions of both Parties;
- c. Implement programs and projects in areas and subjects of common interest and mutual benefit;
- d. Conduct technical, administrative, educational and cultural training courses, and
- e. Any other category agreed by the parties.

ARTICLE III

In order to fulfill the present Agreement, the parties shall establish annual operating plans which will include the performance of mutually agreed actions such as research projects, consulting, training, internships, and other actions.

The plans will specify the actions and activities agreed to be undertaken, the resources committed to each project or activity, the content of what is going to be provided, and the designation of the individuals responsible for the supervision, execution and evaluation of said actions.

ARTICLE IV

The Parties shall establish a work group with an equal number of representatives who will be responsible for:

- a. Coordinating the design, instrumentation execution, evaluation. and monitoring of the activities of Article III;
- b. Identifying the areas of interest to establish and formulate the specific projects of cooperation;
- c. Presenting to the Parties the terms of agreement of each of the specific projects of cooperation in order to obtain their approval, and
- d. Studying the expansion of the cooperation toward other projects of interest for the Parties

ARTICLE V

For each of the commonly agreed Programs and specific projects of cooperation, the detail of the academic, operational, and financial obligations and responsibilities of each of the participating institutions shall be established.

The specific projects shall be recorded progressively, in conformity with the date of their inception and shall be considered as Attachments to the Agreement.

ARTICLE VI

The personnel designated by the Parties will continue to be under the direction and dependency of their institutions to avoid the creation of employment relationships and neither Party will be considered as a substitute employer.

The personnel sent from one of the Parties to the other shall comply with the laws of the host country and with the norms and regulations of the institutions where they are employed. The personnel shall not engage in any other activity other than their established functions and shall not receive compensation, other than agreed upon, without previous authorization of the competent authorities.

ARTICLE VII

Any differences of interpretation or application of this Agreement and of the Programs or specific projects derived from it shall be mutually resolved by the Parties.

ARTICLE VIII

This Agreement will be effective the date of its signing and shall continue for five years, extendable in periods of the same duration, prior to its evaluation.

The present Agreement may be modified by mutual consent of the Parties, formalized through written communication that establishes the effective date of said modifications.

Each of the Parties may terminate this Agreement at any time with a ninety (90) day advance written notice.

The termination of the present Agreement will not affect the conclusion of the actions of cooperation that had been formalized within their terms.

Signed in the city of Mexico the 17 day of November, 2000 consisting of two originals in identical English and Spanish translations.

SIGNATORIES

The signatories to this Memorandum of Understanding are:

Thomas J. Nussbaum
Chancellor
California Community Colleges
Chancellor Office
United States of America

Lic. Miguel Limón Rojas
Secretario
Public Education of United State of
Mexico

Date: November 10, 2000
Location: Sacramento

Date: November 10, 2000
Location: Mexico