

**GENERAL ACADEMIC EXCHANGE AGREEMENT CELEBRATED BETWEEN THE MINISTRY OF PUBLIC EDUCATION OF THE FEDERAL GOVERNMENT OF THE UNITED STATES OF MEXICO, WHO HENCEFORTH WILL BE KNOWN AS "SEP", REPRESENTED BY PROFESSOR MARIANO DIAZ GUTIERREZ AND PROFESSOR CARLOS NERI GUZMAN, RECTOR AND ACADEMIC SECRETARY RESPECTIVELY OF THE NATIONAL PEDAGOGIC UNIVERSITY, WHO HENCEFORTH WILL BE KNOWN AS "UPN" AND VICTOR SOLOGAISTOA BERNARD, INTERNATIONAL RELATIONS DIRECTOR, AND ON THE OTHER PART THE UNIVERSITY OF TEXAS AT EL PASO, FROM THE UNITED STATES OF AMERICA, REPRESENTED BY ITS PRESIDENT DIANA S. NATALICIO, WHO HENCEFORTH WILL BE KNOWN AS "UTEP", IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:**

## **DECLARATIONS**

### **I. OF "SEP":**

I.1 That is a public Administration Centralized Organization according to what is stated on the 2nd, 26th and 38th articles of the Federal Public Organization Law; that it is in charge of the educational functions of Mexico, as is stated on the said 38<sup>th</sup> article.

I.2 That according to what is stated in the Presidential Decree-published in the Federation Daily Gazette on August 29th, 1978, the, National Pedagogic University, who henceforth will be known as "UPN", is a Public Institution of Higher Education, with character of decentralized organization but SEP's dependant; that "UPN" 's objective is to lend, develop and orientated higher education services, guided toward the information of higher education professionals according to the needs of the Country.

I.3 That according to the Public Education Ministry, the International Relations General Direction's objective is to promote and increase cooperation actions and scientific, academic, cultural, technical and artistic exchange with other countries and international organizations, as well as, to represent the Public Education Ministry in fulfilling International Agreements, such as this. Hence its participation in executing this "SEP" - "UTEP" agreement.

I.4 That its address is in Carretera al Ajusco, No.24, Colonia Héroes de Padierna, Tlalpan Delegation, Distrito Federal, Zip Code 14200, Mexlco.

### **II. OF "UTEP"**

II.1 That is a component institution of The University of Texas System, an agency of the State of Texas, united States of America.

II.2 That it is a comprehensive urban university with a mission that includes the transmission of knowledge through instruction of students, the advancement of knowledge as demonstrated by research and scholarly publication, and the application of knowledge through professional consultation, artistic performance, continuing education and service to agencies and organizations.

II.3 That in order to carry out and for the fulfillment of this agreement, Diana S. Natalicio, "UTEP" 's President, has the authority to sign this agreement, and can delegate her authority and responsibility to whomever she designates.

II.4 That its legal address is: The University of Texas at El Paso, 500 University Avenue, El Paso, Texas, 79968, united states of America

### III. JOINT DECLARATION ,

III.1 That in gathering all lawful requirements assigned in its corresponding regulations, it is their wish in carrying out joint cooperation actions and academic exchanges to increase their education and cultural levels, in accordance with the following:

### **C L A U S E S:**

FIRST. It is the purpose of this agreement to establish bases according to which "SEP" and "UTEP" will carry out joint academic and scientific cooperation actions through the development of programs of common concerned areas, as an expression of the friendship relationship and for the enrichment of educational functions that the signing institutions carry out.

SECOND. The programs that form part of this agreement are:

1. Co-participation in academic activities
2. Joint research projects
3. Exchange of professors for research as well as teaching, for limited periods of time
4. Student exchange
5. Exchange of publications and other common interest materials.

The parties will agree in increasing additional programs that can be included in this agreement.

THIRD. That in developing programs that will be carried out by "SEP" by means of the "UPN", and the "UTEP", both parties agree on developing individual specific Agreements of Collaboration. Once the Specific Agreements of Collaboration are approved by the representatives of the institutions assigned for said purposes, they will become integral part of this agreement.

These Specific Agreements for Collaboration will clearly describe the functions and activities to be developed, work schedule, personnel profile, financing, evaluation project form, as well as the required documents and data necessary to determine the goals and scope of each program.

Likewise the Specific Agreements of Collaboration should state; .which are the rights and obligations of each one of the parties with regard to resources, financing, academic credits, author rights, publications, filing and diffusion of the results.

FOURTH. The Specific Agreements of Collaboration must be signed by the assigned representative of both parties.

FIFTH. For the purposes of development, follow up and appraisal of the Specific Agreements of Collaboration derived from this instrument, a Bipartite Commission will be created, integrated by operation representatives of both parts. Said Commission should develop the following functions:

1. Name the representatives that will be directly responsible for coordinating the elaboration of the Specific Agreements of Collaboration, to which the third clause makes reference and which can find support in all those groups or specialists that they consider necessary. The Agreements made should include the authorization of the University authorities that are going to participate in said agreements.
2. Establish a meeting agenda for follow up and assessment of each one of the Specific Agreements of Collaboration and present in writing a final report and by stages if necessary, regarding each one of them in which the results accomplished are mentioned, as well as the suitability of continuing, expanding or ending each program.
3. To further additions or modifications on the development of the Specific Agreement of Collaboration programs, as well as to the General Agreement, which respond to the evaluation and assessment report of the Bipartite Commission.

SIXTH. Each one of the parties will cover completely all the expenses and per diem of their representatives of the Bipartite Commission, when it is necessary for them to travel outside of the Institution.

SEVENTH. In all Specific Agreements of Collaboration to which the third clause makes reference, it will be stipulated that the personnel of each Institution that will be assigned for the joint fulfillment of any action, will continue in an absolute manner under the direction and department of the Institution which they have established a labor relation.

If in the carrying out of the program, personnel that work for an Institution or person other than the parties intervene, this will continue under the direction and department of said Institution or person, for which his intervention will not create a labor relation neither with the "UPN" nor with the "UTEP".

EIGHTH. Communications of general, administrative and academic type that result of this agreement should be directed in the case of the "UTEP" to the Center for Inter-American and Border Studies; in the case of the "UPN", general and administrative communications should be directed to the Office of Academic Exchange and Student Services, and academic communications at the Academic Secretary.

NINTH. The parties express that in case of having some discrepancy regarding the implementation or interpretation of the agreement, it will be resolved by common agreement.

TENTH. Both parties agree that this agreement will be in force; on the date this document is signed and it will have a duration of one year; in case it is not objected to, this agreement at its termination can be renewed by common agreement of the parties involved.

This agreement can be canceled for non-compliance of one of the parties, in which case, a previous written notification should be presented three months in advance. This will not have any effect on the projects and programs that would be in process at the moment of the termination.

HAVING READ THIS AGREEMENT AND THE PARTIES BEING INFORMED OF THE CONTENT AND THE SCOPE OF EACH ONE OF ITS CLAUSES, IT IS SIGNED BY MUTUAL AGREEMENT IN THE CITY OF EL PASO, TEXAS, UNITED STATES OF AMERICA, ON THE EIGHTH DAY OF THE MONTH OF OCTOBER IN THE YEAR. NINETEEN NINETY ONE; EACH ONE OF THE PARTIES HAVING A COPY.

BY THE:  
MINISTRY OF PUBLIC EDUCATION  
OF MEXICO

BY THE:  
UNIVERSITY OF TEXAS AT EL PASO

**PROFR. MARIANO DIAZ GUTIERREZ**  
PRESIDENT OF THE NATIONAL  
PEDAGOGIC UNIVERSITY

**DR. DIANA S. NATALICIO**  
PRESIDENT

**LIC. VICTOR SOLOGAISTOA BERNARD**  
INTERNATIONAL RELATIONNS  
GENERAL DIRECTOR

**DR. JOHN ENGELHARDT DEAN**  
COLLEGE OF EDUCATION

#### **HONOR WITNESSES**

**LIC. MANUEL BARTLETT DIAZ**

**SECRETARY LAMAR ALEXANDER**

MINISTRY OF PUBLIC EDUCATION OF  
MEXICO EDUCATION

UNITED STATES DEPARTMENT OF  
EDUCATION