

INTERNATIONAL EXCHANGE AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND
THE UNIVERSIDAD DE GUADALAJARA

THIS COOPERATIVE CULTURAL AND ACADEMIC AGREEMENT by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA acting through the Chancellor at Berkeley on behalf of the Center for Latin American Studies, hereinafter called "Berkeley" and the UNIVERSIDAD DE GUADALAJARA (University of Guadalajara), a public institution of the State of Jalisco in the United Mexican States, acting through its Rector and Secretary General; hereinafter called "Guadalajara."

WITNESSETH

- 1. WHEREAS, according to the organic law issued on September 6, 1952, the *Universidad de Guadalajara* is a public institution with legal authority to provide curriculum in higher education. Guadalajara accomplishes this mission by conducting a comprehensive program of training, scientific research, and the study of national problems.
- 2. WHEREAS, Guadalajara is ruled by constitutional regulations, and in order to fulfill its goals it promotes social service above any personal interest.
- 3. WHEREAS, Guadalajara wishes to establish a cooperative academic and cultural agreement with Berkeley in the terms and conditions of the articles herein presented.
- 4. WHEREAS, for the fulfillment and execution of the present agreement, Mr. Raúl Padilla López, the Universidad de Guadalajara Rector, can delegate his representation to the person or persons deemed appropriate by the authority of the Rector.
- 5. WHEREAS, for the purposes of this and other related agreements, the address for the Rector and those representing the Rector shall be Avenida Juarez y Tolsa, Codigo Postal 44100, Guadalajara, Jalisco Mexico (United Mexican States).

AND WITNESSETH

- 1. WHEREAS, Under Section 9 Article IX of the Constitution of the State of California, The University of California, of which University of California at Berkeley is a part, is authorized to provide instruction in the liberal arts, sciences, and the professions, and to conduct research and public service on behalf of the people of the State.
- 2. WHEREAS, according to the above Constitutional provision, Berkeley is authorized to contract on behalf of its corporate governing body, The Regents of the University of California.

3. WHEREAS, Berkeley desires to establish a cooperative agreement with Guadalajara in accordance with the terms and conditions established herein.
4. WHEREAS, for purposes of execution and fulfillment of this agreement and in accordance with Berkeley policies, the Chancellor may designate authority to such individuals deemed appropriate, including, but not limited to the academic authorities of participating departments, the Assistant Chancellor for International Affairs, and the Chair of the Center for Latin American Studies.
5. WHEREAS, for the purposes of this general agreement, the address for the Chancellor and those representing Berkeley shall be the Office of the Chancellor, 200 California Hall, University of California, Berkeley, California 94720 United States of America.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable considerations, Guadalajara and Berkeley mutually agree to the following:

ARTICLE 1. Building on successful experience of cooperative efforts, Guadalajara and Berkeley propose to further academic exchange in the following areas:

1.1 Student exchange. Since 1983, Guadalajara has offered yearly a specialized three week policy seminar, conducted in Guadalajara, for Berkeley graduate students in the fields of social welfare and public health. Through June 1988, more than seventy Berkeley graduate students have participated in this twenty-three day training session. In addition, individual student exchange projects and collaborative research involving graduate students and research faculty from Guadalajara and Berkeley have been conducted in the areas of public health, social welfare, demography, medical anthropology, health law, economics, and urban studies.

Both universities will work to offer seminars and special sessions for graduate and professional school students in those disciplines specified by the terms of this agreement. Activities will be based on the premise of projects of teaching and learning that contribute to the academic betterment, well-being and equitable social development of both Mexico and the United States.

1.2 Research. Research faculty at Berkeley and Guadalajara have conducted a joint research effort entitled "Migration and Health" to examine the health of temporary Mexican immigrants in California and health care utilization in selected communities of the Guadalajara area. Initiated in 1983, this joint project conducted a comprehensive study of migrants from two rural villages and one rural area near Guadalajara. Data from this study and follow up have been analyzed by faculty and graduate students from both universities, who have established a comprehensive data base at the Berkeley campus,

resulting in a number of professional publications in public health fields. As a result of this research experience, faculty, students, and health care professionals affiliated with the Berkeley and Guadalajara universities have gained valuable methodological and theoretical experience working in an international setting.

Building on these efforts, both universities will seek to develop collaborative research projects, involving coordination beginning with the process of research planning and including the operationalization of studies and dissemination of research findings. These collaborative efforts will be pursued in a manner that will allow participating students, faculty, and professional researchers of diverse fields and departments from both universities to cooperatively develop theoretical and methodological approaches to the issues under study, emphasizing bilateral approaches. Collaborative research will also serve to establish jointly coordinated archives and data banks, as well as to encourage joint publications of research findings.

1.3 Development of Teaching and Research Faculty. The Berkeley-Guadalajara *Intercambio* Project has greatly contributed to the development of faculty and researchers from Guadalajara and the Berkeley campus. Berkeley faculty affiliated with the program have acquired greater working knowledge of Mexican health systems and health policy processes which would be difficult to obtain without some form of institutional sponsorship in Mexico. The publications resulting from Project-related research have also allowed participants to make original contributions to their professions and to the interdisciplinary field of public health and social policy. As part of its program of faculty development, Guadalajara encourages eligible professors and researchers to pursue advanced degrees at Berkeley, in accord with the admission requirements of Berkeley.

Under the terms of this agreement, both universities will seek to support the special affiliation of Guadalajara research faculty in advanced degree programs and postdoctoral appointments at Berkeley in specific training projects in accord with the interests of the participants and Berkeley program requirements. Special certification of these specialized studies will be sought in accord with a specific agreement under the terms of Article 2. Both universities will seek to promote programs of faculty development that will allow professors of both entities to make full utilization of sabbaticals, specialized research projects, and other mechanisms to improve levels of cooperation.

1.4 Development and Exchange of Academic Materials. A large amount of material has been developed for use in courses in both universities for professional training at the graduate level. At Berkeley, the course entitled "Health and Social Policy in Mexico and Latin America" has become a regular offering of the Health Policy and Administration Program in the School of Public Health. This course is currently being offered to complement the *Intercambio* effort and draws heavily upon the theoretical and substantive case material which has been developed through cooperative activity with Guadalajara. Also, Guadalajara has incorporated material relating to the organization, structure and policy of the U. S. health care system by utilizing theoretical and case material available at Berkeley. In this way, instruction at both institutions has improved.

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Both universities will work to establish an ongoing exchange of academic and scientific materials and the elaboration of programs in participating disciplines with the object of enriching the libraries and documentation collections of both institutions.

1.5 Doctoral and Masters Student Preparation. Doctoral students from both universities are able to draw upon the data set that has been generated by *Intercambio*-sponsored research. The exchange program allows graduate students to work with a team of researchers and policy administration specialists. In this way, doctoral students develop their research skills more rapidly than if left to their own devices.

Both universities agree to develop specific programs with the goal of developing teaching skills and providing an opportunity to reach an advanced level of proficiency in the language of the counterpart institution.

1.6 Guadalajara Post-Doctoral Appointment. Guadalajara has developed a faculty position so that recent doctoral graduates of Berkeley can gain valuable teaching experience in Spanish, by providing classes for one semester at Guadalajara.

1.7 Faculty Exchange. Faculty from both universities have participated in a series of one to three week exchanges, directing lectures and seminars. Current plans are to expand this effort to include longer sabbatical exchanges. Both long and short term faculty visits will be planned, with costs to be determined by the specific agreements to be established under the terms of Article 2.

1.8 Continuing Professional Education. Two training sessions, taught by Berkeley public health faculty, have been conducted in Guadalajara for high level officials of the four main health and welfare secretariats and agencies located in the State of Jalisco. Both parties agree to develop a series of seminars in policy modernization for Mexican health and welfare agency officials and research specialists to be held at Berkeley. Berkeley and Guadalajara will continue programs of outreach to Mexican and U.S. practitioners in health and social service fields. The Pan American Health Organization and the Health Officers Association of California have offered to collaborate with university personnel in this effort.

1.9 Coordination of Efforts with Mexican Studies Consortia. The Berkeley Program in Mexican Studies has provided schools and departments of Guadalajara information concerning training and research in the University of California system, Stanford University, and other centers of research. The Program will continue to serve as a liaison between Guadalajara and the University of California Consortium on Mexico and the United States and assist in the identification of programs beneficial to collaborative efforts between Mexican and U.S. scholars.

1.10 Co-sponsorship of Meetings, Seminars and Conferences. The Berkeley Program in Mexican Studies assists units of Guadalajara in the planning and co-sponsorship of specialized meetings. For example, the Berkeley Program co-sponsored

the Seminar on U.S.-Mexico Relations co-sponsored by the Regional Institute for Economic and Social Study of the Universidad de Guadalajara. This seminar was held in conjunction with the Guadalajara International Book Fair in December 1987. Under the agreement between the Guadalajara and Berkeley, the Berkeley Program in Mexican Studies and Center for Latin American Studies will continue to participate in the planning and sponsorship of specialized seminars and conferences.

ARTICLE 2. In order to carry out and fulfill the goals of this agreement, the Universidad de Guadalajara and Berkeley will implement the following procedures and guidelines to assure the development and management of joint activities described in Article 1:

2.1 Each university will present in writing "letters of understanding," specific programs, and work for collaboration in various academic fields, which upon approval by the appropriate university authorities, will become part of this general agreement in the form of appendices or "annexes".

2.2 Work plans and activities proposed as annexes to this agreement will include the following information:

(a) Identification and elaboration of the responsibilities and appropriate university personnel associated with each activity, including a designation of the sponsoring departments.

(b) Specific schedules for each activity including beginning and ending dates of the mutually agreed program.

(c) Preparation of a detailed budget for the proposed activity to include sources of funding and a description of expenditures for salaries, research expenses, administrative costs, and supplies.

(d) Other items necessary for the efficient management of the proposed activity.

2.3 Guadalajara and Berkeley will each designate a respective "Campus Exchange Committee". In addition, each academic unit involved in a specific exchange project will name a working committee charged with the responsibility of submitting a joint work plan annex "letter of understanding" and of implementing an approved collaborative project.

2.4 Each Campus Exchange Committee will be responsible for coordinating the implementation and development of specific collaborative projects and will continue, expand, conclude, or terminate existing programs in accordance with procedures of evaluation agreed upon for each project. For each party, the Campus Exchange Committee will also be charged with the responsibility of the interpretation and implementation of the general agreement, resolving any question that may arise among participants in a given campus exchange project.

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2.5 The undersigned agree that whatever information or research developed as part of the performance or implementation of this general agreement can not be transferred to third parties without the previous written consent of both parties.

Any publication or research findings that result from collaborative projects sponsored herein will acknowledge the participation of the counterpart unit or institution, allowing and recognizing all rights and credit that correspond to the researchers, professionals, or specialists who participate in approved, jointly-sponsored projects.

2.6 Berkeley and Guadalajara can authorize occasional and regular changes of professional, administrative, and academic personnel assigned for the implementation and execution of programs and work plans described in this general agreement and in specific work plans.

2.7 Each university's participation in this general agreement will be contingent upon the availability of funding from Berkeley, Guadalajara, or an external source to support the activities discussed herein. This general agreement does not obligate either of the parties to cover any expenditure not specified in this document and its annexes. All aspects of the collaboration described herein are of a non-profit nature, in accord with the non-profit status of both entities subscribing to this agreement.

2.8 Any information or matter related to the Berkeley-Guadalajara exchange program not expressly covered in the language of this document and the appended annexes will be resolved through specific letters of understanding authorized by appropriate university authorities of both parties and appended to the general agreement.

2.9 Participants in the programs authorized by this agreement shall be subject to the policies and regulations of the respective institutions, including those that apply to visiting scholars.

2.10 For the convenience of both parties, English and Spanish versions of this agreement will be provided, both of which are identical in meaning and equally valid.

TERM:

This general agreement will become effective on the date of its signature by both parties and will be valid without time limitation. Amendments and revisions can be made by mutual written agreement of the appropriate authorities from both institutions.

TERMINATION:

Either party may withdraw from the agreement with 190 days written notice to the other. In the event of withdrawal of any party from the agreement, however, any project previously agreed to and funded shall nonetheless be governed by the terms and conditions of that specific project.

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FORCE MAJEURE:

Neither party shall be liable for failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of nature or inevitable accident, civil disorder or disturbance, strikes or other disturbances, vandalism, war, riot, sabotage, or like causes, nor shall either party be liable in any way for the value of real or personal property destroyed due to such causes.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized representatives as of the date of signature by both authorities indicated below.

As witness to their subscription of the above articles, the appropriate authorities of the Universidad de Guadalajara and the University of California at Berkeley have hereunto set their hands.

The Regents of the University of California

Universidad de Guadalajara


Ira Michael Heyman
Chancellor, University of California at Berkeley


Raúl Padilla López
Rector

Date: 6/22/89

Date: _____

ATTACHMENTS
LISTING OF ANNEX LETTERS OF AGREEMENT
ANNEX LETTERS OF AGREEMENT