



**GENERAL COLLABORATION AGREEMENT**  
**BETWEEN**  
**EL COLEGIO DE LA FRONTERA NORTE A.C. ("EL COLEF")**  
**AND**  
**THE CALIFORNIA-MEXICO STUDIES CENTER, INC. ("CMSC")**

**Whereas, The California-Mexico Studies Center is a non-profit educational institution whose mission is to research, develop, promote, and establish policies and programs between higher educational institutions and cultural organizations that will enhance the teaching, mobility and exchange of faculty, students, and professionals between California and the U.S., with Mexico and other nations in the Western Hemisphere;**

**and**

**Whereas, it is the mutual interest of EL COLEF and the CMSC to engage in collaborative research, educational and cultural exchange to be conducted on a reasonable efforts basis;**

This General Collaboration Agreement ("Agreement") is entered into by and between El Colegio de la Frontera Norte A.C. (EL COLEF), and The California-Mexico Studies Center (CMSC).

The legal representatives of both institutions declare that:

EL COLEF is a civil association established by the laws of the Estados Unidos Mexicanos, and the CMSC is a corporate entity established under the laws of the State of California.

Each of the institutions they represent is an institution legally constituted under the laws of its respective country.

This Agreement is made within a spirit of equality of capabilities, academic level, rights and responsibilities.

In order to encourage closer academic ties, EL COLEF and the CMSC intend to enter into separate Agreements in areas of interest and benefit to both institutions. This Agreement will serve as a general framework for cooperation between the two institutions and is intended to facilitate the development of specific bilateral programs of collaboration.

In particular, both institutions agree:

1. To identify opportunities for the exchange of students, faculty and research staff.
2. To exchange and educate academic personnel, through sabbatical, short stays, seminars, courses, workshops, etc.
3. To provide educational exchange programs and projects.
4. To exchange information in the fields of interest to both institutions.
5. To facilitate international exchange of faculty members and students for graduate studies and research.
6. To carry out professional and academic events.
7. To mutually lend advice, technical support, and services.
8. To publish the results of research and proceedings of educational seminars, conferences, and lectures.
9. To identify other areas of possible interest and collaboration.

The scope of activities under this Agreement shall be determined through mutual consent. In general, each party will fund the cost of its participation in the scope of activities and are governed by finances available at both institutions for the types of collaboration undertaken and by such other financial assistance as may be obtained by each institution from external sources.

Based on the above, the parties agree to the following:

**FIRST:** Both parties are obligated to present specific written proposals to collaborate in areas of mutual interest, which if approved by both institutions, will be separate from the present instrument and elevated to the category of Specific Collaboration Agreements. Any such specific activities and collaborations shall be in writing and signed by authorized representatives of both parties.

**SECOND:** EL COLEF and the CMSC agree to enter this Agreement to provide for the following:

1. Each institution agrees not to discriminate in the selection or acceptance of any faculty, scientists and students on the basis of race, color, national origin, religion, gender, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status or citizenship within the limits imposed by law or CMSC policy.
2. Participants will remain bona fide students or staff members of the home institution throughout the period of their visit to the host institution.
3. Reasonable efforts will be made to have equivalent numbers of students and staff members exchanged from each institution over the duration of this Agreement.
4. Each institution shall encourage joint research among its own faculty members and researchers from the other institution on mutually agreed upon projects funded by external agencies.
5. Each institution shall provide reasonable office space and other reasonable working facilities to approved researchers from the other institution.
6. Each institution shall facilitate the access of researchers from the other institution to data sources generally available to its own researchers.
7. This Agreement shall take effect when signed by the legal representatives of both institutions.





**THIRD:** Each institution shall designate a faculty member, scientist or other academic to serve as the institutional representative who holds responsibility for all measures undertaken through this Agreement, including the coordination, administrative follow up and implementation of the Agreement. At the CMSC, the person responsible for the Agreement is Prof. Armando Vazquez-Ramos, President and CEO of the California-Mexico Studies Center. At EL COLEF, the person responsible for the Agreement is Tonatiuh Guillén-López, President of El Colegio de la Frontera Norte. Either party may change the designated representative by giving notice to the other party.

Notices shall be sent to the institutional representatives at the following addresses:

**EL COLEF:**

Tonatiuh Guillén López  
President  
Km. 18.5 Carretera Escénica Tijuana-Ensenada  
San Antonio del Mar  
Tijuana, Baja California, C.P. 22560  
México  
Phone: (52 664) 631-6300 x1455  
e-mail: [presidencia@colef.mx](mailto:presidencia@colef.mx)

P.O. Box "L"  
Chula Vista, CA 91912-1257 USA

**The CMSC:**

Lidieth A. Arevalo Hernandez  
CMSC President and Executive  
Assistant  
California-Mexico Studies Center  
1551 N Studebaker Rd.  
Long Beach, CA 90815  
Email: [lidieth.arevalo@outlook.com](mailto:lidieth.arevalo@outlook.com)  
Phone: (562) 280-4893

All notices shall be in writing and either (i) sent by certified mail, postage prepaid, return receipt requested or (ii) delivered by courier to the address written above or such other address as notified in writing to the other party or via e-mail. Notice shall be deemed to be made on the date received under (i) and date delivered under (ii). Any notice or report required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be addressed to such other party at its respective address set before.

**FOURTH: Intellectual Property / Information Sharing / Publication**

1. The parties agree that this Agreement does not grant any other party any license or rights whatsoever in relation to the Intellectual Property of any other party. For the purposes of this Agreement, "Intellectual Property" includes, but is not limited to, all registered and common law trademarks and service marks used in any country by the parties, patents, (as well as all rights of invention, patented or not), copyrights, all types of intellectual property that can be protected by corresponding laws.
2. The parties agree they will not use, commercialize, reveal to third parties, distribute, give, or in any other form dispose of or disperse Intellectual Property or Confidential or Proprietary Information, which is clearly marked in writing "Confidential or Proprietary Information". Notwithstanding the preceding provision, the obligations of the parties



regarding confidentiality and use of Confidential or Proprietary Information disclosed hereunder shall not include:

- a) Information that at the time of disclosure was published, known publicly or otherwise in the public domain;
  - b) Information that after disclosure is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the disclosing party or its affiliated entities;
  - c) Information that the disclosing party can establish was in its possession prior to the time of disclosure; or
  - d) Information that after disclosure is made available to the disclosing party in good faith by a third party under no obligation of confidentiality to the other party.
  - e) Information required by law to be disclosed.
3. Unless otherwise agreed to by the party that owns the Intellectual Property, the intellectual property rights created pursuant to this Agreement will belong to the party that creates the Intellectual Property. If two or more parties jointly develop Intellectual Property, the parties that create the Intellectual Property will own the intellectual property rights jointly.
  4. Publications made during the scope of the activities will be in accordance with accepted academic practices. Each party has the opportunity to review and comment on any proposed manuscripts describing said work thirty (30) days prior to their submission for publication and will give appropriate credit to any other party in the publication as scientifically appropriate.
  5. The parties agree to provide to each other all reasonable assistance in the application, filing, and securing of intellectual property rights and protections in accordance with each parties' policies.
  6. The parties acknowledge that each are the owners of certain names, designations, trade names, trademarks, service marks, logos, abbreviations, business names, and other identifying property ("Marks"), which have become associated and identified with each party. It is expressly agreed and understood that each party must obtain prior written approval of the institutional representatives for the use of its Marks for any purpose.

#### **FIFTH: Relationship of Parties**

This Agreement shall not be construed to establish any form of partnership, agency, or joint venture of any kind between the parties or to constitute any party as an agent, employee, or legal representative of another; and nothing in this Agreement shall create any relationship between the parties other than that of independent contractors. No party shall have any responsibility or liability for the actions of the other party. No party shall have any right or authority to bind or obligate another in any manner or make any representation or warranty on behalf of the other, without prior written approval. Each party is responsible for the direction and compensation of its employees. The relationship of the parties shall be non-exclusive.

#### **SIXTH: Entire Agreement and Effective Date**

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersede any prior Agreement, oral or written, and all other





communications between the parties. This Agreement will be valid for five years starting from the latter date of the signing indicated below by each party. This Agreement may be extended by mutual, written agreement, signed by the duly authorized representatives of each institution. Either institution may withdraw from the Agreement, provided written notification of the withdrawal is given to the other institution at least thirty (30) days prior to the withdrawal date; however, no termination shall adversely interrupt or impair active participation in a program commenced prior to such termination.

In addition, this Agreement shall terminate:

1. At any time if any party gives thirty (30) days prior written notice of its intention to terminate the Agreement to the other party;
2. In the event of a breach by any party of any provision of this Agreement which is not cured within fifteen (15) days of receipt of written notice from the non-breaching party;
3. Immediately in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against any party or immediately in the event of appointment, with or without the party's consent, or any assignee for the benefit of creditors, or of a receiver.

#### **SEVENTH: Force Majeure**

No party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, or actions or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Agreement. The party so affected shall immediately give notice to each other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be immediately suspended, and the affected party shall do everything reasonably possible to resume performance as soon as practicable. Notwithstanding, if after fifteen (15) days from the Force Majeure Event the affected party cannot resume activities, the other party may terminate this Agreement with no further responsibilities.

#### **EIGHTH: Dispute Resolution**

The parties hereby agree that, in the event of any dispute between the parties relating to this Agreement, the parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) days, the parties agree that:

1. Each party shall select one arbitrator and the third arbitrator shall be selected by an Agreement between the parties.
2. Arbitration shall be conducted in the English and Spanish languages.
3. The decision and award of arbitration shall be in writing and shall be final and binding upon the parties hereto.
4. The execution upon the award rendered may be entered and brought to effect at any court having jurisdiction thereof.
5. Both parties shall share the expenses of arbitration.

**NINTH: Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such decision shall not affect the validity or enforceability of the Agreement or any of the remaining provisions.

**TENTH: Translation / Language**

This Agreement has been executed in English. The English language will control the interpretation of this Agreement.

**ELEVENTH: Amendments**

Either institution may propose changes in the present Agreement provided the initiator informs the other institution of the proposed change(s) in writing at least thirty (30) days before the proposed implementation of the change. Modifications to this Agreement shall only be effective when signed by the duly authorized representatives of each institution.

**TWELVTH: State Agency Provisions**

1. Non-Discrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, non-discrimination and affirmative action.
2. Non-Appropriation. The parties recognize that performance of this Agreement by EL COLEF and the CMSC may be dependent upon the appropriation of funds. Should any of the Parties fail to appropriate the necessary funds, then by written notice they may cancel this Agreement without further duty or obligation.

The present General Collaboration Agreement is signed in the cities of Long Beach, California, and Tijuana, Baja California, respectively on the 21 of February, 2017, and is signed in duplicate by the legal representative of the interested institutions in conformity to the content.


The California-Mexico Studies Center, Inc.

  
Prof. Armando Vazquez-Ramos  
President and CEO

Signed on this date:

2/24/2017

El Colegio de la Frontera Norte A.C.

  
Dr. Tonatiuh Guillén López  
President

Signed on this date: 02/21/2017