

# GENERAL COLLABORATION AGREEMENT BETWEEN

### EL COLEGIO DE LA FRONTERA NORTE (EL COLEF), SIMON FRASER UNIVERSITY (SFU),

#### AND

# WESTERN WASHINGTON UNIVERSITY (WWU), UNDER THE FOLLOWING DECLARATIONS AND CLAUSES:

### DECLARATIONS

1. The legal representatives of the three institutions declare that:

Each of the institutions they represent is an institution of scientific research and graduate studies, legally constituted under the laws of its respective country.

In order to encourage closer academic ties, El COLEF, WWU and SFU enter into agreement on areas of interest and benefit to the three institutions. This agreement will serve as a general framework for cooperation between the three institutions and is intended to facilitate the development of specific bilateral and trilateral programs of collaboration.

In particular, the three institutions agree:

- A. to identify opportunities for the exchange of faculty and research staff;
- B. to mutually design and develop programs and/or projects that will enable interested and qualified students to pursue either short-term or extended programs of study in the respective institutions:
- C. to identify other areas of possible interest and collaboration; and
- D. to make faculty and students aware of the academic programs, study opportunities, research institutes, and educational resources of the other institutions.

The scope of activities under this agreement shall be determined through mutual consent and governed by finances available at the institutions for collaboration undertaken and by such other financial assistance as may be obtained by each institution from external sources.

Based on the preceding, the institutions grant the following:

#### CLAUSES

FIRST: The institutions are obliged to present specific programs to collaborate in tasks of mutual interest, which if approved by the three institutions, will be separate from the present agreement and elevated to the category of specific collaboration agreements.

SECOND: The specific programs will describe the tasks, information and documents needed to determine the purpose and outcome of each of the programs, which should be balanced in benefits and obligations for each institution, and which will not be valid until they are documented and signed by each of the three institutions.

THIRD: Each of the institutions will cover, according to each specific project, the expenses for transportation and per diem of their representatives in the working group, when it becomes necessary for them to travel outside their respective headquarters.

FOURTH: When one institution requires of another the services of academic personnel for the delivery of courses, seminars, workshops, etc., the economic contributions, transportation expenses and per diem will be covered by the applicant institution, inasmuch as this activity comes from a specific collaboration agreement and a specific agreement detailing such contribution is signed by the three.

FIFTH: In specific collaboration agreements, it will be stipulated that the personnel of each institution commissioned to the joint execution of any activity will continue to be under the direction of and dependent to the institution of origin.

SIXTH: The institutions will seek, jointly or separately, the necessary resources for the development of programs relative to the specific collaboration agreements, in case those resources cannot be provided totally or partially by the parts in a joint and equal manner.

**SEVENTH:** The specific collaboration agreements will stipulate terms of ownership of copyright of materials created as a result of joint activities as well as the ownership of industrial copyrights (e.g., patents, invention certificates, model registry or industrial design) that might be derived from research work undertaken under the agreements.

EIGHTH: With regards to the instrumentation, development and evaluation of the present agreement, a Trilateral Commission will be constituted, composed of a formal representatives of each of the three institutions. That commission will meet annually at an agreed time and place, alternating between the three institutions. Transportation expenses, per diem and related costs will be the responsibility of the institution of origin of each representative.

NINTH: With regards to the projects or specific agreements derived from this general agreement, the three institutions are obliged to name a person, persons or an academic entity as the operative in charge, as well as to maintain a direct communication on issues related to these agreements.

TENTH: Upon approval by each institution, this agreement shall be in effect until terminated by any institution. Each institution may amend, add to, or terminate this agreement with mutual consent of the other institutions and must provide at least six months advance notice of intention to terminate. Termination shall be without penalty.

In case the present general agreement is terminated, the specific agreements initiated during its validity will continue until their completion, unless the institutions agree on the contrary.

ELEVENTH: The three institutions agree that the present agreement is a product of the goodwill of the institutions which celebrate it, and through which they will execute all the actions possible for its fulfillment, but in case any discrepancy is presented, the representatives of the three institutions will name an external commission that will act as a referee in the interpretation of discrepancies.

TWELFTH: The present General Collaboration Agreement is signed in the city of Vancouver, British Columbia, Canada, on the fourteenth day of the month of June of nineteen ninety six, and is signed in triplicate by the legal representatives of the interested institutions in conformity to the content.

### For EL COLEGIA DE LA FRONTERIA NORTE

Dr Jorge A. Bustamante F.

President

Dr Jorge Santibáñez Romellón Secretario General Académica

For SIMON FRASER UNIVERSITY

Dr John O. Stubbs

President & Vice Chancellor

Dr David P. Gagan

Vice President Academic & Provost

For WESTERN WASHINGTON UNIVERSITY

Dr Karen Morse

President

Dr Roland L. Delorme

Provost