



CONVENIO DE COLABORACIÓN

**ARIZONA WESTERN
COLLEGE**

E

**INSTITUTO TECNOLÓGICO
SUPERIOR DE PUERTO
PEÑASCO**

DICIEMBRE DE 2005

AGREEMENT OF INTER INSTITUTIONAL ACADEMIC COOPERATION

AGREEMENT OF INTER INSTITUTIONAL ACADEMIC COOPERATION BETWEEN THE INSTITUTO TECNOLÓGICO SUPERIOR DE PUERTO PEÑASCO, UNDER THE AUTHORITY OF THE SECRETARY OF EDUCATION AND CULTURE OF THE STATE OF SONORA, AND UNDER THE GENERAL DIRECTION OF THE NON CENTRALIZED TECHNOLOGICAL INSTITUTES, HEREINAFTER REFERRED TO AS "EL ITSPP" REPRESENTED IN THIS DOCUMENT BY ITS GENERAL DIRECTOR, ADRIANA BURKE ANDRADE, AND THE ARIZONA WESTERN COLLEGE DISTRICT OF THE STATE OF ARIZONA OF THE UNITED STATES OF AMERICA HEREINAFTER REFERRED TO AS "ARIZONA WESTERN COLLEGE" REPRESENTED BY ITS PRESIDENT, DR. DON SCHOENING, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

1. *By "ITSPP":*

I.1.- That it was constituted as a non-centralized organism of the government of the State of Sonora, endowed with their own judicial personality and own patrimonial, created by decree published in the official bulletin #30 of the state government, on October 11 of 2000.

I.2.- That it's objective as an Educational Institution is

- A. To provide Superior Technological Education for professionals (degrees), to form professionals, instructors and researchers competent for the application and generation of knowledge, with a sense of innovation in the implementation of scientific and technological development according to the needs and requirements of the economic and social development of the region, State and the country.
- B. Perform technological and scientific research that allow the advance of the knowledge, the development of technical education and the better social use of natural and material resources;
- C. Perform scientific and technological research that produce feasible solutions that contribute to the improvement and efficiency of industrial and services productivity and to the improvement of the quality of life for the community;
- D. Collaborate with public, private, and social sector in the consolidation of the technological and social development of the community; and
- E. Promote the national and universal culture, especially in technology.

I.3.- That for further reference of this agreement, the legal address is Blvd. Las Conchas, Km. 1, Ejido San Rafael, del Municipio de Puerto Peñasco, Sonora.

II. BY "ARIZONA WESTERN COLLEGE"

II.1.- It is a public education institution in the counties of Yuma and La Paz, State of Arizona, United States of America, whose main mission is to provide its students and its community in general with training and educational opportunities at a post-secondary level.

II.2.- Its officials recognize the need for academic exchange and cooperation with educational institutions, national and foreign, for the benefit of its students, faculty and the community in general.

II.3.-Its representative, the President of Arizona Western College, affirms his/her capacity to enter into this executive agreement by virtue of his/her appointment by the Arizona Western College Governing Board of Trustees.

II.4.- For the purpose of this agreement, its address is Box 929, Yuma, Arizona 85366.

III. BY "BOTH PARTIES"

Based on the former statements, the parties agree to the following:

CLAUSES

FIRST: Both parties agree that the objective of this agreement is to establish the general conditions under which "EL ITSPP" and "Arizona Western College" will develop programs or projects of academic cooperation in educational, cultural and athletics, and other areas of interest and of mutual benefit

SECOND: In order to fulfill the objectives of the present agreement, both parties agree to collaborate on the following:

A) Support academic, cultural, social, and athletic exchange projects of benefit to students, faculty and staff of both institutions.

B) Carry out the exchange of information, pedagogical material, equipment and all those elements considered necessary to strengthen their respective institutional capabilities.

C) Together combine joint programs and activities, as well as pilot and experimental projects in areas of common interest.

D) Offer specialized technical training courses as well as conferences, round tables, seminars and other academic activities designed to benefit the staff faculty and the student community of both institutions.

E) Carry out vital joint research on technical education issues of interest to both Mexico and the United States.



F) Make available their respective physical facilities (e.g., classrooms, laboratories, libraries, gymnasium, workshops, equipment, etc.) to carry out the activities and programs that are undertaken, without disrupting but rather enhancing ongoing academic and research activities.

G) Participate jointly in specific events, such as general expositions and presentations, in accordance with each institution's interests.

H) Participate jointly in specific events, such as cultural and athletic events strengthening the friendship through recreation, promotion, and close relations through athletic teams and representative groups from both institutions.

THIRD: Both parties will design and implement evaluation and follow-up mechanisms for activities and programs which result from the present agreement.

FOURTH: Either party can propose to the other, in writing, specific collaborative programs or projects in areas of mutual interest.

In the specific collaborative program or project, both parties will specify:

1. The activity to be developed;
2. The work time table;
3. The qualifications, number and length of desired service of the assigned personnel;
4. The budget required to carry over each activity, program and/or project and the financial contribution of each party;
5. The evaluation methods;
6. The necessary requirements to determine the means and goals of each project or program and ensure its success.

FIFTH: "El ITSPP." will carry out the cooperative actions resulting from the present agreement through its director who will inform the secretary of education and culture of the State of Sonora and the general director of Non Centralized Technological Institutes regarding these activities.

SIXTH: The teaching and research staff, appointed by each of the parties to carry out the programs resulting from the present agreement:

A) Will remain under the direction of its corresponding party, and its working relations with the party to which it is affiliated, will remain unchanged. Therefore, no employee relations will exist with the other party, which shall under no circumstances be considered a substitute employee.

B) Each party will be responsible for the personal injury and life insurance of those members of its staff who are involved in activities resulting from this agreement, so that in case of an accident resulting from and said activities, which merits compensation or indemnification, the personnel is covered by their own respective insurance arrangements.

C) In case of either injury to a staff member or of damage to this property of either party due to negligence or to the negligent behavior by a member of the staff of the other party, the latest will compensate the former for damages incurred.

SEVENTH: Any concern with regard to the interpretation or application to the present agreement and of the specific programs and projects emanating from it will be resolved by common agreement between both parties.

EIGHTH: The present agreement becomes effective as of the date of its signature for an indefinite period unless one of the two parties states otherwise, in writing, to the other party, with 90 days notice.

The parties will be able to modify this agreement at anytime by mutual agreement. Furthermore, they will be able to terminate the agreement, by communicating in writing to the other party within the 90 days period. However, the termination of the present agreement will not affect the activities agreed upon while it was in effect, and they shall be carried out to their conclusion.

NINTH: This agreement by itself does not create any financial obligation or any other liability between the parties, but rather it provides framework within which cooperative projects may be initiated.

Having been made aware of the content of the present agreement, both parties agree to sign in the City of Puerto Peñasco, Sonora, on the Second day of the month of Dccember on the year 2005 in two original documents, one in Spanish and one in English, all being exactly alike and authentic and conveying the same meaning.

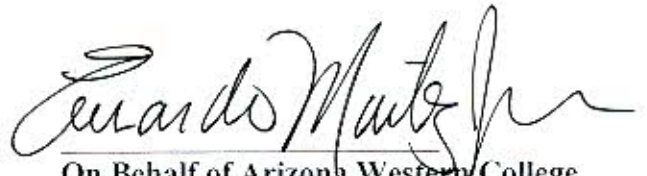
HONORABLE WITNESS



MTRO. HORACIO SORIA SALAZAR
SECRETARY OF EDUCATION AND CULTURE
FOR STATE OF SONORA

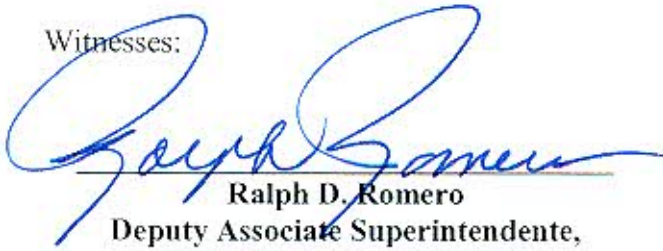


On Behalf of the Instituto Tecnológico
Superior de Puerto Peñasco
C.P. Adriana Burke Andrade
General Director.



On Behalf of Arizona Western College
Everardo Martinez-Inzunza
Director of College Services
South Yuma County.

Witnesses:



Ralph D. Romero
Deputy Associate Superintendente,
Academic Achievement Division.



L.C.C. Myreya Moreno Corona
Department Head for Communication and
Articulation
Instituto Tecnológico Superior
de Puerto Peñasco.