

**COOPERATIVE ACADEMIC AGREEMENT  
BETWEEN  
INSTITUTO TECNOLÓGICO DE SONORA  
AND  
ARIZONA BOARD OF REGENTS  
FOR AND ON BEHALF OF  
NORTHERN ARIZONA UNIVERSITY**

In view of a common commitment to global education, to continue to promote understanding and goodwill, to strengthen cultural ties, and to broaden the experience and horizons of faculty and students, INSTITUTO TECNOLÓGICO DE SONORA (hereinafter referred to as "ITSON") and ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY, ("NAU"), each an "Institution", collectively the "Institutions", agree to enter into this Cooperative Academic Agreement ("Agreement") for the purpose of memorializing their collaborative relationship in providing improved intercultural understanding and enhanced educational opportunities for their students and faculty. The Institutions desire to develop these opportunities through the program of academic cooperation described herein (the "Program"). The Institutions therefore acknowledge and agree as follows:

**1. Definitions.**

In this Agreement, unless otherwise specified,

"Home Institution" shall mean the institution at which a student is originally enrolled and from which the student intends to graduate, or the institution at which a faculty member is originally employed with teaching responsibilities;

"Host Institution" shall mean the institution at which a student is temporarily enrolled as a visiting exchange student, or the institution at which a faculty member is temporarily teaching as an exchange faculty;

"Program" shall mean any program of study hereunder or the program of academic cooperation described herein;

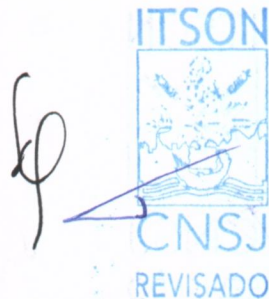
"Program Student" shall mean an ITSON student at NAU; and

"Visiting Faculty" shall mean an ITSON faculty member at NAU or an NAU faculty member at ITSON.

**2. Areas of Co-operation**

The parties agree to work on the collaboration in the following areas to further the common interests of the institutions:

- a) Exploration of collaborative research projects
- b) Exploration of exchange of teaching and research staff



- c) Exploration of exchange of students (Winter&Summer Camp)
- d) Exploration of organizing of joint academic activities such as seminars, lectures, conferences
- e) Exploration of exchange of academic materials and other information of common interest
- f) Exploration of academic progression, which may include progression through articulation of course outcomes.

### 3. Principles Governing Degree Programs

#### a) Short-Term Study Abroad

ITSON students may enroll at NAU for one semester or for one academic year. ITSON recognizes and accepts the credits students earn at NAU.

#### b) Bachelors-to-Masters Transfer Model

ITSON 4-Years program students will complete the four years of coursework at ITSON and earn a bachelor's degree. Upon meeting NAU graduate program admission requirements, ITSON students will enroll at NAU's graduate programs for two years or until the requirements for the program of study have been completed.

Upon successful completion of all requirements, ITSON students will be awarded a master's degree from NAU.

#### c) General Program Requirements

Qualified students shall normally be accepted by NAU based on the endorsement of ITSON, but NAU reserves the right to decline to accept candidates for the Program at its discretion.

Program Students must be registered as full-time students of ITSON and be in good academic standing. In addition, they must show the aptitude, motivation, and maturity to thrive in the environment at NAU. All Program Students must provide proof that they have sufficient funds to pay for all fees and expenses, including living expenses, for the duration of the Program at NAU, and shall be solely responsible for all such expenses. All Program Students shall be individually responsible for complying with all of their respective immigration, customs and any other legal requirements of the United States of America.

### 4. Eligibility, Admission and Enrollment.

- a) ITSON students are eligible to enroll in any NAU program to which transfer students are admitted.
- b) ITSON will review applications to ensure that students recommended to NAU meet the requirements of the NAU Office of International Admissions in terms of GPA, TOEFL and/or IELTS scores, and have sufficient academic preparation for the programs of interest.
- c) NAU will consider the applications of all students enrolled at and nominated by ITSON for participation in any programs covered by this Agreement.
- d) ITSON will timely submit dossiers containing all of the documents required for admission to NAU



to the designated staff person at the NAU Center for International Education (CIE).

- e) Applications must be submitted prior to the published deadlines. These deadlines are generally April 30<sup>th</sup> for fall applications and November 30<sup>th</sup> for spring applications. ITSON is responsible for determining application deadlines.
- f) NAU reserves the right to make the final admission decision regarding all applications.
- g) NAU will offer an orientation program to all newly admitted ITSON students at the start of each semester and will provide assistance with the registration process to ITSON students.

#### **5. Academic Credit and Advising Issues.**

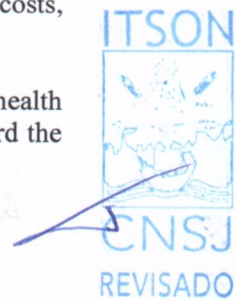
- a) ITSON students will receive appropriate academic advising by NAU staff and faculty prior to the start of the Program.
- b) NAU considers enrollment in 12 credits at the undergraduate level and 9 credit hours at the graduate level to constitute a full course of study in a given semester consistent with the immigration requirements of the United States Government.
- c) No representations are given to ITSON students regarding the time in which the requirements of the Program will be completed.
- d) The academic transcript reflecting each Program Student's performance will be sent to ITSON at the conclusion of each Program Student's period of study.

#### **6. Academic and Disciplinary Regulations.**

- a) ITSON students will be expected to remain in good academic and disciplinary standing in accordance with the rules that apply to regularly enrolled students at NAU. NAU reserves the right to dismiss Program Students from the Program and NAU upon failure to remain in good academic and disciplinary standing.
- b) NAU agrees to make ITSON students aware of its academic and disciplinary policies and procedures during orientation and in various written material provided to Program Students.

#### **7. Faculty Exchange.**

- a) Both ITSON and NAU commit to support the exchange of faculty between Institutions.
- b) All faculty exchanges must be approved in writing by the appropriate host department as well as the dean of the college of the Host Institution.
- c) Visiting Faculty members shall be compensated entirely by their respective Home Institution. The Host Institution bears no responsibility for providing salary, benefits, travel expenses, living costs, or any other funds to Visiting Faculty members for any purpose.
- d) It is understood that the Host Institution accepts no responsibility or liability for providing health care services or health care insurance for Visiting Faculty. The Host Institution will accord the



usual faculty privileges, such as access to its facilities, to Visiting Faculty.

Should any faculty collaboration involving a Visiting Faculty result in the development of intellectual property, the Institutions shall promptly meet through designated intellectual property representatives and seek an equitable and fair understanding as to ownership and other issues relating thereto. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Institutions.

- e) Neither Institution will use the trademarks, tradename, logos, trade dress, or other commercial property of the other Institution without express written approval from a duly authorized person with the authority to provide such approval on behalf of the Institution.

#### **8. Promotional Materials.**

On an annual basis, NAU will provide ITSON with current catalogs, informational brochures, and other appropriate materials to help promote the Program and advise prospective students. These materials may be supplied electronically.

#### **9. Tuition and Fees.**

NAU will bill ITSON students for the tuition, housing costs and all other fees related to and incurred in a given semester during such student's enrollment in the Program. ITSON students are responsible for all other costs associated with the Program and their stay at NAU.

#### **10. Course Selection.**

Program Students will choose their courses from NAU's regular catalog offerings. NAU reserves the right to restrict particular course areas, and upon written request by ITSON, NAU shall communicate to ITSON the areas of restriction.

#### **11. Privileges and Activities.**

As permitted by applicable laws, policies and agreements, Program Students and Visiting Faculty will have equal access to all of the privileges, facilities, accommodations, amenities and activities available to all students and faculty of the Host Institution on the same basis and at the same additional cost, if any.

#### **12. Housing.**

NAU agrees to make reasonable efforts to locate and provide suitable on-campus accommodation for ITSON students, provided the appropriate housing forms are completed and returned to NAU by the deadline dates. Such deadline dates shall be communicated to ITSON when available.

#### **13. Responsibilities of Program Students and Visiting Faculty.**

Program Students and Visiting Faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the Host Institution. The Host Institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.



#### **14. Responsibilities of the Institutions.**

##### **a) Pre-Departure Information and Immigration.**

The Host Institution will provide the documents and forms that Program Students and Visiting Faculty need for US Visa applications. The Host Institution will also provide information about immigration requirements and procedures. However, the Host Institution shall not be responsible for providing any legal advice or representation to the Program Students and Visiting Faculty that is not otherwise normally provided to its own students and faculty.

##### **b) Orientation and Registration.**

NAU will provide orientation to Program Students, which will include health, safety, and cultural adjustment information. NAU will also provide information about and assistance with course registration, which may be presented before or during orientation.

##### **c) Role of International Coordinators.**

NAU will appoint an International Coordinator (“IC”) responsible for dealing with matters related to the Program. During the Program Students’ stay at NAU and before their arrival, the IC will assist Program Students and will be available to answer questions regarding immigration and other Program matters.

NAU may, in its sole discretion, assist Program Students in emergency situations, including but not limited to family emergency, natural disaster, mental health crises, or serious injury or illness. In some cases, this may consist of directing Program Students to existing NAU resources.

##### **d) Student Integration.**

NAU will integrate Program Students into regular undergraduate courses and provide a range of programming options through student organizations and activities.

#### **15. Health Insurance.**

a) NAU policy requires that all international students, including Program Students, purchase NAU Student Health Insurance. All ITSON students enrolled at NAU are required to purchase and show proof of health and accident insurance (excluding dental) through NAU’s student health insurance for the duration of the Program and will be eligible to use the campus Student Health Center.

b) Visiting Faculty must submit proof of medical insurance coverage as required by U.S. Federal law. It is understood that the Host Institution accepts no responsibility or liability for providing health care services or health care insurance for Visiting Faculty.

#### **16. Interpretation.**

This Agreement represents the entire agreement and understanding of the Institutions and supersedes any prior oral or written representations or understandings regarding the subject matter of this Agreement. This Agreement may be modified by a written addendum signed by NAU and ITSON. If one or more of the provisions set forth in this Agreement is held to be invalid or unenforceable in any respect, then that invalidity or unenforceability shall not affect any other provision of this Agreement



and this Agreement shall be construed as if the invalid or unenforceable provision had not been included herein.

### **17. Non-Discrimination.**

The Institutions agree to comply with all applicable United States laws, rules, regulations and executive orders governing equal employment opportunity, immigration and non-discrimination, including the Americans with Disabilities Act. Neither Institution will discriminate on the basis of race, sex, age, national origin, color, religion, sexual orientation, veterans/national guard/reserves status, disability or any other prohibited characteristic.

### **18. Non-Appropriation.**

The Institutions recognize that performance of this Agreement by NAU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"). Should the Legislature fail to appropriate the necessary funds, then by written notice to ITSON, NAU may cancel this Agreement pursuant to Section 23 herein without further duty or obligation. ITSON recognizes and understands that appropriation is a legislative act and is beyond the control of NAU.

### **19. Laws of México and Arizona.**

- a) Both Institutions recognize that, as a public institution of higher education under the laws of the State of Arizona, NAU is bound by provisions of Arizona law. In particular sections 38-511 (on conflict of interest), and 12-1518 and 12-133 (on arbitration) of the Arizona Revised Statutes apply. Copies of these statutes are available from the CIE upon written request. In the same manner, ITSON is subject to the laws of Mexico.
- b) In the event either Institution's home country's laws change with respect to the terms and conditions of this Agreement, either Institution shall have the right to terminate this Agreement pursuant to Section 23 of this Agreement, or upon mutual consent, this Agreement may be amended in writing to maintain compliance with the prevailing laws of both Institutions' home countries.

### **20. Relationship of the Parties.**

Each Institution is an independent contractor and is independent of the other. Under no circumstances shall any employees of one Institution be deemed the employees of the other Institution for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the Institutions of any kind or nature. This Agreement does not create any fiduciary or other obligation between the Institutions, except for those obligations expressly and specifically set forth herein. Neither Institution shall have any right, power or authority under this Agreement to act as a legal representative of the other and neither Institution shall have any power to obligate or bind the other or to make any representations, expressed or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever. Each Institution acknowledges that the relationship of the Institutions hereunder is non-exclusive.

### **21. Disputes.**

The Institutions shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim ("Dispute") arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as



A handwritten signature in blue ink is located in the bottom left corner, overlapping the ITSON logo. The signature appears to be a stylized 'S' or 'L' followed by a flourish.



Office of International Affairs  
Instituto Tecnológico de Sonora  
5 de Febrero 818 sur, colonia Centro,  
Ciudad Obregón, Sonora, 35000, México  
Tel: +52 644-410-9000 ext. 1623

## 25. No Third-Party Beneficiaries

ITSON and NAU are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third parties or institutions unless such third parties or institutions are individually identified by name herein and expressly described as intended beneficiaries of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Institutions to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

**Arizona Board of Regents  
for and on behalf of  
Northern Arizona University**

**Instituto Tecnológico de Sonora**

By: \_\_\_\_\_

Dr. Rita Hartung Cheng  
President

Date: \_\_\_\_\_

Jan 7<sup>th</sup>, 2019

By: \_\_\_\_\_

Dr. Javier José Vales Garcia  
Rector

Date: \_\_\_\_\_

28/01/'19