



MODEL FOR APPLICANT PUBLIC INSTITUTIONS
“IME Becas/Plazas Comunitarias”

MEMORANDUM OF UNDERSTANDING BETWEEN THE CAREER CONSULATE OF MEXICO IN CALEXICO AND CALEXICO UNIFIED SCHOOL DISTRICT OF THE UNITED STATES OF AMERICA, ON EDUCATION FOR MEXICANS ABROAD

The Career Consulate of Mexico in **Calexico** (“the Consulate”) and **Calexico Unified School District** of the United States of America (“the Organization”) based in **Calexico, California**, hereinafter referred to as “the Parties”;

CONSIDERING the Government of the United Mexican States gives high priority to the attention of Mexicans living abroad and sees as an essential mission to contribute to their empowerment, integration and better development in the country where they live;

INTERESTED in offering and providing educational and cultural services, serving the Mexican population in the United States of America;

CONVINCED that supporting the education of the Mexican population based in the United States of America is a key element for them to achieve a better integration into their respective host societies, and contributes to the enrichment of these societies;

RECOGNIZING the need for Mexicans working and/or studying in the United States of America to participate in educational programs that facilitate their development and ensure the continuity of their education;

BEARING IN MIND that “IME Becas/Plazas Comunitarias” of the Institute for Mexicans Abroad (IME, as in Spanish) of the Mexican Ministry of Foreign Affairs of the United Mexican States (SRE, as in Spanish) has as objective to facilitate the integral development of the Mexican and Mexican origin population living in the United States of America, with a cultural approach that promotes the connection to their roots and traditions, through the grating of economic stimulus from “IME Becas/Plazas Comunitarias” executed through organizations and institutions in the United States of America;

MOTIVATED by the desire to increase the educational offer, including workshops on Mexican and Universal literature, filmmaking cycles of Mexican filmmakers and cultural programs that enhance the art, traditions and history of Mexico;

Have agreed as follows:

ARTICLE I

Objective

The objective of this Memorandum of Understanding is to establish the foundations for collaboration between the Parties in order to increase the educational level and promote the integral development of the Mexican and Mexican origin population living in the United States of America.

ARTICLE II

Scope of Cooperation

To fulfill the objective of this Memorandum of Understanding, the Government of Mexico, through the IME will grant financial supports for the Plaza Comunitaria hosted by the Organization, in order to benefit Mexicans and/or persons of Mexican origin living in the United States of America, legible to participate in the following Initiative:

Adult Education. Open and distance learning literacy programs for elementary school, secondary school; General Educational Development Test (GED); workshops on Mexican and universal literature and filmmaking cycles of Mexican movies. Under this modality IME Becas provides support to plazas comunitarias located in all the United States of America

The amount of the financial support will be determined according to the following:

The obtained resources will be distributed according to the needs and characteristics of their students, under the assumption that the money will **only** be used for one or more of the following purposes:

- i. Mexican or Mexican origin adult students*** living in the United States of America, for a maximum amount of 200 USD (two hundred United States Dollars) per student, per course, subject or activity.
- ii. Educational Advisors*** (facilitators or promoters) who voluntarily offer their services in any of the educational programs for adults, for a maximum amount of 300 USD (three hundred United States Dollars) per advisor.
- iii. Activities and workshops of Mexican literature, art, film, history and culture,*** for a maximum amount of 200 USD (two hundred United States Dollars) per activity.

ARTICLE III Funding

In accordance with the resources allocated for the granting of financial support referred to in Article II of this Memorandum of Understanding:

1. The Consulate will deliver to the Organization the quantity of **\$3,000.00** Dollars, (**Three Thousand** United States Dollars), resources provided by the Government of the United Mexican States, through “IME Becas/Plazas Comunitarias”.

The Parties may obtain additional local resources, from governmental or private welfare organizations or foundations, for the financial support under this Memorandum of Understanding.

ARTICLE IV Responsibilities of the Parties

1. From the Organization:

- a) To receive and manage the resources provided by the Consulate for the fulfillment of the objectives of this Memorandum of Understanding;
- b) Issue the Consulate a receipt, duly signed, for the resources provided by the Consulate, on letterhead paper of the Organization, stating the total amount of the resources provided and verifying that the date corresponds to the current fiscal year;
- c) Attach to the receipt an identification with a legible photograph of the signatory of the receipt, making sure that the signature in the document is identical to that of the identification;
- d) Exercise the resources received in the current fiscal year and allocate them exclusively for the purposes for which they were delivered by the Consulate. In case of any impediment to exercise the resources granted by the Consulate before the date indicated, the Organization must inform the Consulate, in order to agree the date for the reimbursement of the resources not exercised;
- e) Do not charge fees for the administration of resources, or any other indirect cost that may reduce, in any way, the amount that was provided by the Consulate through “IME-Becas/Plazas Comunitarias”, such as: organization or

administration expenses, events or meetings costs, travel or equipment purchases (including computers or computer accessories);

- f) In accordance with the work program authorized by the Local Committee with the participation of the Consul during the process of selection of "IME-Becas /Plazas Comunitarias" and formalized in the Final Opinion Act, provide financial support to students of Mexican origin or selected advisers and / or carry out the cultural activities and literature workshops proposed in the program, and
- g) Submit to the Consulate a final report about the execution of this Memorandum of Understanding, which must be delivered at the date established in the calendar of activities corresponding to "IME Becas/Plazas Comunitarias", it must contain the following:
 - 1. Number of implemented activities and their modalities (literacy, primary, secondary, GED, universal literature workshops and Mexican film cycles);
 - 2. Number of beneficiaries and modalities of attention;
 - 3. Written report in executive summary format that includes, in addition to the experiences of the institution or organization related to financial support, the observations and conclusions of the program (not greater than two pages);
 - 4. Report on the distribution of the resources granted by the Government of the United Mexican States in the date established in the calendar of activities corresponding to "IME Becas/Plazas Comunitarias", and
 - 5. Testimonials of students, advisers or coordinators about the received support.

2. From the Consulate:

- a) Share with the Organization the necessary documents, related to "IME Becas/Plazas Comunitarias", to carry out the implementation of this Memorandum of Understanding;

- b) Provide the Organization the resources assigned by the Government of the United Mexican States through "IME Becas/Plazas Comunitarias";
- c) Request from the Organization a receipt on letterhead paper, for the amount of resources granted by the Government of Mexico, issued on behalf of the Consulate, making sure that a photographic identification (legible) of the person signing is attached the receipt and verifying that the signature shown on the document is identical to that of its identification. The date of receipt must be imperatively of the current fiscal year;
- d) Request the Organization to inform the Consulate of the process followed to determine the selection of the beneficiaries of the financial support, in accordance with the proposed work program authorized by the Local Committee with the participation of the Head Consul and formalized in the Final Opinion Act;
- e) Supervise the performance and fulfillment of the obligations acquired by the Organization as well as the exercise of the assigned resources;
- f) Request the Organization a final report on the execution of this Memorandum of Understanding, which must be delivered in the date established in the calendar of activities corresponding to "IME Becas/Plazas Comunitarias", and
- g) Supervise that the resources allocated and the activities under the "IME Scholarships/Plazas Comunitarias" are optimal and in accordance with the Mission and the Vision of the IME and the Program, as well as with the objective of the Memorandum of Understanding, in such a way that it constitutes a joint work and monitoring of the actions carried out.

None of the Parties has explicit authority to designate or create any kind of responsibility on behalf or in the name of the other.

ARTICLE V

Follow up Mechanism

To achieve the objective of this Memorandum of Understanding, each Party agrees to appoint a coordinator, who will oversee the compliance of the responsibilities of the Parties established in this Instrument.

The Consulate appoints **Ramón Tonatiuh Romero Reyes**, whose address is **408 Heber Avenue, Calexico, California 92231** and the Organization appoints **Carlos R.Gonzales**, whose address is **901 Andrade Ave, Calexico, California 92231**, who may meet as needed.

ARTICLE VI

Labor relationship

For the fulfillment of this Memorandum of Understanding, the personnel employed by the Parties shall be understood to be exclusively related to the Party that employs it, so that in no case may the other Party be considered as a substitute or solidary employer.

ARTICLE VII

Transparency and Information Management

The Parties may use the information obtained through collaborative activities under this Memorandum of Understanding solely for the purposes for which it was provided by the other Party. The private information of beneficiaries of "IME Becas/Plazas Comunitarias", will be managed under the strictest confidentiality criteria, in accordance with applicable federal and local laws.

ARTICLE VIII

Dispute Resolution

Any dispute arising from the interpretation or application of this Memorandum of Understanding will be resolved by the Parties by mutual written agreement.

ARTICLE IX

Final Provisions

This Memorandum of Understanding will enter into force from the date of its signature and will remain in force until December 31, 2019, and may be terminated at any time by written notice sent to the other Party with sixty (60) days in advance to the proposed day for termination.

The termination of this Memorandum of Understanding will not affect the conclusion of the cooperation activities that have been formalized during its validity.

This Memorandum of Understanding may be modified or extended by consent of the Parties, formalized through written communications specifying the date of entry into force.

Signed at **Calexico, California**, the ____ of **June**, 2019 in two originals, each in the Spanish and English languages, being both texts equally authentic.

**BY THE CAREER CONSULATE OF
MEXICO IN **CALEXICO****

BY **CALEXICO UNIFIED SCHOOL
DISTRICT OF THE UNITED STATES OF
AMERICA**

Ramón Tonatiuh Romero Reyes
Acting Consul

Carlos R. Gonzales
Superintendent