

**Lourdes Valdes**

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**From:** Lourdes Valdes [bpact@email.arizona.edu]  
**Sent:** Friday, September 10, 2004 11:49 AM  
**To:** 'echram@hotmail.com'  
**Cc:** 'cf\_galindo@hotmail.com'  
**Subject:** Programa de Apoyos Financieros Border PACT/CONAHEC 2004  
**Importance:** High

Estimado Lic. Enrique Chavez,

Por medio del presente me pongo a sus órdenes para los asuntos de Border PACT/CONAHEC.

Por estas fechas estará usted recibiendo el contrato para el proyecto "CONAHEC-GLOBE Cross-Border Environmental Education Collaboration" así como una hoja llamada "Purchase Order" con la cual podrán ustedes tramitar el apoyo financiero.

Para ir avanzando el proceso del cheque o transferencia de dinero, mucho le agradeceré que nos envíe una factura al fax (520) 626-2675 a la brevedad posible. Adjunto un ejemplo de la información que debe contener dicha factura.

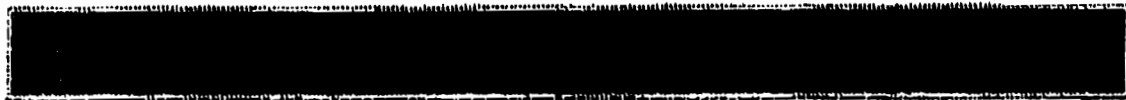
Sin más por el momento, aprovecho la ocasión para enviarle un cordial saludo.

Atentamente,  
Lula Valdés Scott

Lourdes I. Valdes  
Borderpact Program Consultant  
CONAHEC - University of Arizona  
220 W. 6th Street  
USA Bldg. 300A, Room 108  
Tucson, AZ 85701  
Telephone: (520) 626-0120  
Fax: (520) 626-2675  
Email: [bpact@email.arizona.edu](mailto:bpact@email.arizona.edu)

*Nota: Nunca recibí respuesta. ¿Podrían confirmar las direcciones de correo electrónico?*

*Gracias.*



**GP04-14**

**CONAHEC- GLOBE Cross-Border Environmental Education Collaboration**

→ **Leader Institution: University of Arizona**

**Project Leader: James Washburne**

→ **Partner Institution: Universidad de la Sierra en Mootezuma**

**Project Partner: Enrique Chavez**

**Amount: \$15,000 USD**

The *CONAHEC-GLOBE Cross-Border Environmental Education Collaboration* is a plan to bring environmental educational resources to K-12 and University-level schools in Sonora, México, often in rural areas. More importantly, however, we aim to establish an environmental education program in Sonora, MX that will eventually become self-sustaining. We will achieve our plan through collaboration with the branch of the GLOBE program at the University of Arizona, as well as the Students Across the Border (SAB) Program. GLOBE is a worldwide, hands-on Science and education program with 105 participating countries (see <http://www.globe.gov/>), and SAB is a science-education outreach program that recruits Hispanic youths in Mexico and southern Arizona for enrollment in environmental education at the University of Arizona. GLOBE and SAB have already established an initial presence and rapport with at least four high schools and one University in rural Sonora, Mexico. The Universidad de la Sierra is a new university, located in Mootezuma, Sonora, MX, and there is great potential to establish it as a GLOBE training center (i.e. a GLOBE Partner) for environmental education and outreach. We will provide environmental educational training as well as scientific equipment to the Universidad de la Sierra. The equipment can be used in a regular scientific context as well as for training GLOBE protocols to K-12 and other University instructors in Sonora, MX.

# Attachment No. 1

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FAX NO. 520 626 4520

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THE UNIVERSITY OF  
**ARIZONA.**  
TUCSON ARIZONA

Vice President for Research  
Office of Research and Contract Analysis  
888 N. Euclid Avenue, Room 515  
P.O. Box 210158  
Tucson, AZ 85721-0158

University Services Building  
(520) 626-3050  
FAX: (520) 626-4320  
<http://vpr2.admin.arizona.edu/orca>

Universidad de la Sierra  
Dept. Administracion y Promocion  
Carretera Moctezuma-Cumpass Km. 2.5  
Moctezuma, Sonora  
C.P. 84561  
Mexico

Attention: Lic. Carlos Galindo

Regarding: Subcontract for \$ 3,600 under Purchase Order No. Y410684

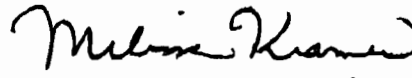
Enclosed are two (2) copies of the referenced Subcontract, signed on behalf of the Arizona Board of Regents, University of Arizona.

Please have the Subcontract signed by an authorized individual and return one (1) copy of the four-page fully executed document directly to me; I have retained a copy of the attachments for my files.

If you have any questions or concerns regarding this agreement, please do not hesitate to contact Gina Logan, Program Coordinator at 520-626-4602 (facsimile 520-626-4520 or e-mail at [rhlogan@u.arizona.edu](mailto:rhlogan@u.arizona.edu)).

Thank you.

Sincerely,

  
Gina Logan,  
Program Coordinator

Enclosures

xc: Gilbert Maldonado

By copy of this letter, the appropriate University of Arizona personnel are reminded that payments to the Subcontractor cannot be authorized until after the Subcontract is fully-executed, at which time a copy will be furnished to the appropriate personnel.

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**COST REIMBURSABLE SUBCONTRACT****BETWEEN****ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA****AND****Universidad de la Sierra en Moctezuma**

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA (hereinafter referred to as ARIZONA) located at 888 N. Euclid Avenue, Room 515, of Tucson, Arizona, 85721 agrees to provide funds from The William and Flora Hewlett Foundation Grant No. 2001-6859 (hereinafter referred to as Prime Award) for a project entitled: CONAHEC-GLOBE Cross-Border Environmental Education Collaboration (GP04-14) during the period July 1, 2004 through June 30, 2005. For this purpose, ARIZONA and Universidad de la Sierra en Moctezuma, (hereinafter referred to as SUBCONTRACTOR) located at Carretera Moctezuma-Cumpass Km. 2.5 in Moctezuma, Sonora, Mexico mutually agree on the following:

- (1) **Project Director**  
The SUBCONTRACTOR project will be under the supervision of Lic. Enrique Chavez.
- (2) **Amount and Invoicing**  
ARIZONA shall reimburse SUBCONTRACTOR for services rendered and costs incurred by SUBCONTRACTOR up to but not to exceed \$ 3,600 to be paid upon execution of subcontract and submission of invoice. Payment is made in advance for services rendered and costs to be incurred. A final financial accounting will be due thirty (30) days after termination of subcontract with a check written out to ARIZONA for any unexpended monies if applicable. The budget for this Subcontract is attached. (See Attachment No. 1) All budget revisions shall be subject to the flow down provisions outlined in Clause Eighteen (18) of this subcontract.

Invoices will reference ARIZONA's Number Y410684 and will be forwarded for approval to:

Francisco Marmolejo, Executive Director  
CONAHEC, The University of Arizona  
220 W. Sixth Street  
Building 0300, Room 108  
Tucson, Arizona 85721  
USA

Tel: (520) 621-7761

FAX: (520) 626-2675

Email: [fmarmole@u.arizona.edu](mailto:fmarmole@u.arizona.edu)

Payments will be sent to the address indicated on the SUBCONTRACTOR invoice. Within five (5) working days after receipt of an invoice, ARIZONA shall notify the Subcontractor in writing of any disallowed expenses.

- (3) **Work Statement**  
The "Scope of Work" for this project will be as follows: (See Attachment No. 1)
- (4) **Level of Effort**  
The necessary level of effort shall be devoted by the appropriate personnel to carry out the performance of this project as specified in Clause No. (3) "Work Statement".

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(5) Lower-Tier Subcontract Agreements

All lower-tier subcontracts between SUBCONTRACTOR and other parties, as well as budgets and work statements for activities to be conducted under the terms of such lower-tier subcontracts, shall be subject to the prior review and written approval of ARIZONA's Principal Investigator. ARIZONA is in possession of a Memorandum of Understanding; the terms of the MOU state that Dr. James C. Washburne in the Department of Hydrology and Water Resources, University of Arizona will perform work under the supervision of SUBCONTRACTOR (see MOU, Attachment No. 3). Accordingly, Dr. Washburne will report to SUBCONTRACTOR who in turn will report to ARIZONA. Notwithstanding the above, the payment mechanism is in the form of a subaccount set up at ARIZONA for Dr. Washburne's use on this project. SUBCONTRACTOR, as a part of their overall responsibility for project management will have access to financial reports for this subaccount. If SUBCONTRACTOR questions costs, the parties agree to negotiate resolution in good faith. Contact information:

Dr. James C. Washburne, Assistant Director for Education  
Department of Hydrology and Water Resources  
University of Arizona  
845 North Park Avenue  
Marshall Building, Room 549B  
Tucson, Arizona 85721-0158  
USA  
Tel. (520) 626-4107

Fax: (520) 626-7770

Email: [jwash@hwr.arizona.edu](mailto:jwash@hwr.arizona.edu)

(6) Separate Accounting

SUBCONTRACTOR will establish a separate accounting for all funds specified in this Subcontract and will use them to purchase necessary supplies, equipment, defray travel, and will employ the necessary personnel to perform this Subcontract.

(7) Use of Facilities

SUBCONTRACTOR will furnish facilities and such usual equipment as is required for the work on this project insofar as the facilities of SUBCONTRACTOR will permit.

(8) Property Administration

No equipment is authorized to be purchased with monies from this Subcontract. Upon termination of this Subcontract, any material, or supplies remaining in stock will become the property of SUBCONTRACTOR.

(9) Insurance and Liability

SUBCONTRACTOR maintains minimum liability and workmen's compensation insurance as are required by state law and the Federal Acquisitions Regulations. Neither party to this Subcontract is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Professional liability insurance for physicians is not an allowable cost to this subcontract.

(10) Reports

SUBCONTRACTOR will submit to ARIZONA a detailed technical report of the activities carried out, due June 30, 2005. It is understood, however, that SUBCONTRACTOR, in accepting these funds for the purpose herein stated, shall not be restricted from publishing the results of this project. When the results of the project are published, SUBCONTRACTOR agrees to acknowledge the support received from ARIZONA and from The William and Flora Hewlett Foundation Grant No. 2001-6859.

Please note: all press releases, publicity and material of the project must credit and state the following:  
"Funded by Border PACT-Border Partners in Action /CONAHEC- the Consortium for North

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**American Higher Education Collaboration, University of Arizona-Tucson, with the generous financial support of the William and Flora Hewlett Foundation."**

**Importante: Todos los comunicados de prensa y publicidad del proyecto deben incluir los siguientes créditos -- "Apoyo Financiero otorgado por PACTO Fronterizo - Socios Fronterizos en Acción/CONAHEC Consorcio para la Colaboración de la Educación Superior en América del Norte, University of Arizona-Tucson, con el generoso apoyo la Fundación William and Flora Hewlett."**

(11) **Patents or Inventions**

Data generated from the performance of the Scope of Work shall belong to the SUBCONTRACTOR, except that SUBCONTRACTOR agrees ARIZONA may use such data for non-commercial purposes of teaching and research. Title to any trade secrets, inventions, developments, or discoveries, works of authorship, whether patentable or not (collectively referred to as "Intellectual Property"), resulting directly from the Scope of Work, shall be allocated according to applicable employment contracts and U. S. Patent Law (Title 35 U. S. Code) and U.S. Copyright Law (Title 17 U.S. Code) in effect at the time the Intellectual Property was created. For that Intellectual Property determined to be solely owned by ARIZONA, the SUBCONTRACTOR is granted an option to negotiate a license, on reasonable terms, to such Intellectual Property, such option to be exercised within six (6) months of notification of the Intellectual Property. For that Intellectual Property determined to be jointly owned by SUBCONTRACTOR and ARIZONA, an exclusive option is provided to SUBCONTRACTOR to negotiate for an exclusive license, on reasonable terms, to ARIZONA's rights, such option to be exercised within six (6) months of notification of the Intellectual Property. For that Intellectual Property determined to be solely owned by SUBCONTRACTOR, ARIZONA shall claim no rights.

(12) **Modification of Subcontract**

A mutual act of the parties to this Subcontract is necessary to make any modification to this Subcontract. No amendment or modification of this Subcontract shall be valid or binding unless written and signed by both the SUBCONTRACTOR and ARIZONA

(13) **Arbitration**

The parties agree that should a dispute arise between them, in any manner, concerning the attached contract, and said dispute involves the sum of Thirty Thousand Dollars (\$30,000) or less, in money damages only, exclusive of interest, cost or attorneys' fees, the parties will submit the matter to **Binding Arbitration** pursuant to the Arizona Rules of Civil Procedure, Rule 72a, Compulsory Arbitration, and the decision of the arbitrator(s) shall be final and binding upon the parties.

(14) **Conflict of Interest**

This Subcontract is subject to the provisions of Arizona Revised Statutes (A.R.S.) 38-511, and the State of Arizona may cancel this Subcontract if any person significantly involved in negotiating, drafting, securing or obtaining this Subcontract for or on behalf of the Arizona Board of Regents, becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Subcontract while the Subcontract or any extension hereof is in effect.

(15) **State Obligation**

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds, the Board of Regents may cancel this Subcontract without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

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(16) Termination

Either party may terminate this Agreement upon thirty (30) days prior written notice. In the event that ARIZONA terminates without just cause, ARIZONA will pay for all costs incurred, up to and including the effective date of termination, and all non-cancelable obligations made before notice of termination.

(17) Non-Discrimination

The parties agree to comply with the applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination.

(18) Other Requirements

Also, applying to this Subcontract are the applicable "flow-down" provisions of:

- (1) The Prime Agreement (See Attachment No. 2)
- (2) OMB Circular A-110 (if applicable)

In the event of conflict in the terms of the above documents, the order of precedence is as follows:

- (1) Prime Agreement
- (2) OMB Circular (if applicable)
- (3) Subcontract

(19) Audit and Availability of Records

This agreement is subject to the provisions of the Single Audit Act of 1984 last modified in 1996. Accordingly, ARIZONA is responsible for ensuring that the SUBCONTRACTOR is in compliance with applicable laws. SUBCONTRACTOR is subject to an audit for a period of three (3) years following the final payment of this Subcontract. Should an audit be required of the expenditures under this Subcontract, the costs of such an audit are the responsibility of SUBCONTRACTOR and are not to be charged as direct costs to this project. Notwithstanding any other conditions of this Agreement, the records and financial statements of SUBCONTRACTOR shall be made available upon request, at SUBCONTRACTOR's regular place of business, for examination by ARIZONA or their duly authorized representative(s).

(20) Debarment/Suspension

SUBCONTRACTOR certifies that it is not debarred or suspended from receiving federal funds under applicable laws and rules.

(21) Assurances (if applicable)

SUBCONTRACTOR certifies that:

- A. **Non-Delinquency:** It is not delinquent on the repayment of any Federal debt.
- B. **Debarment and Suspension:** Under FAR 52.209-5 or 34 CFR 85, as applicable, it is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency.
- C. **Drug-Free Workplace:** It is in compliance with the Drug-Free Workplace Act of 1988.
- D. **Lobbying:** It is in compliance with Public Law 101-121 and FAR 52.203-11 or 31 USC 1352, as applicable, prohibiting recipients of Federal grants, cooperative agreements, contracts, or loans from using appropriated funds for lobbying in connection with the grant, cooperative agreement, contract, or loan.
- E. **Clean Air and Water Certification:** Any facility to be used in the performance of this agreement is not on the Environmental Protection Agency (EPA) List of Violating Facilities.

In the event that this status changes, the SUBCONTRACTOR will notify ARIZONA of the change.

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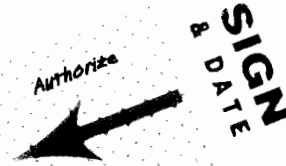
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(22) Non-U.S. Entity (if applicable)

ARIZONA recognizes that SUBCONTRACTOR is an entity whose government is not governed by U.S. law. In addition to the clauses in this subcontract as well as the flow-down provisions from the Prime Agreement, the SUBCONTRACTOR shall obey all applicable laws and regulations set out by their government including those enforcing social, labor and tax policies. SUBCONTRACTOR maintains minimum liability and workmen's compensation insurance as are required by SUBCONTRACTOR's government. Neither party to this Subcontract is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Professional liability insurance for physicians is not an allowable cost to this subcontract. SUBCONTRACTOR must comply with the applicable laws and regulations, as are required by SUBCONTRACTOR's government, governing Equal Employment Opportunity and Non-Discrimination.

FOR Universidad de la Sierra en Moctezuma:



Date \_\_\_\_\_

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Date 9/8/04 TRC/AL

Lee Anne T. Peters, Contracts Officer  
Office of Research and Contract Analysis  
Richard A. Haney Jr., Director  
Office of Research & Contract Analysis

- Attachments (are herein incorporated):
- (1) Subcontract Budget & Scope of Work
  - (2) Copy of Prime Agreement