

**Intergovernmental Agreement  
Between  
The Arizona Board of Regents, University of Arizona  
and  
The Pascua Yaqui Tribe**

This Intergovernmental Agreement ("Agreement") by and between the Arizona Board of Regents ("ABOR"), on behalf of the University of Arizona ("UA"), and the Pascua Yaqui Tribe ("Tribe"), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, collectively the "Parties," is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-951, *et seq* and Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe as of the last date of execution by the Parties, for the purposes set forth below.

**RECITALS**

WHEREAS, the Tribe desires to engage the UA to undertake certain projects and initiatives specified in this Agreement in conjunction and partnership with the Tribe, and UA has the capability to perform and is desirous of performing such undertakings; and

WHEREAS, the UA recognizes that the Tucson campus is located on the ancestral homelands of southern Arizona's Native Nations, which include the ancestral homelands of the Tribe; and

WHEREAS, the UA, in mutual partnership with the Tribe, seeks the transformation and indigenization of the UA and its relationships with Native Nations in Arizona and around the world so as to include indigenous knowledges, voices, critiques, teachers, researchers, students and materials, as well as the establishment of physical and epistemic spaces that facilitate equitable stewardship of a plurality of indigenous knowledges and practices so thoroughly as to promote and constitute an essential element of the UA; and

WHEREAS, this equitable distribution of indigenous voices, knowledge, and epistemic spaces, is not necessarily to be limited to the Tribe, or to other Native Nations and indigenous peoples, but shall encompass all students, faculty, staff and academic programs for the benefit of the UA's academic integrity and social viability; and

WHEREAS, ABOR, by adoption of ABOR Tribal Consultation Policy 1-118, and UA, by adoption of the University of Arizona Guidelines for Research and Institutional Engagement with Native Nations, recognizes and respects the authority of sovereign Indian tribes and Native Nations and commits UA to establish, maintain and develop government-to-government relationships with these tribes and nations; and

WHEREAS, those principles require the UA to respect and acknowledge the culture, traditions, beliefs, governance processes, tribal laws, codes, regulations, and protocols of sovereign tribes, and as such, ABOR and UA are committed to complying with all applicable tribal laws, codes, and regulations; and

WHEREAS, the UA 2018 Strategic Plan commits the UA to becoming a leading American Indian, Alaska Native Serving Institution (AIANSI) with a special obligation to serve the 22 federally recognized tribal nations of Arizona by fostering appropriate programs and engagement with these sovereign governments and serving the needs of their students by creating innovative structures to deliver academic programs to benefit and institutionalize UA's commitment to Native American advancement through active partnerships between the UA and Native Nations, while assuring that those partnerships honor tribal sovereignty and the needs of tribal communities; and

WHEREAS, the UA Strategic Plan commits the UA to building a diverse and high potential student body, providing students with an integrated support ecosystem, the skills and mindsets to lead in the 4th Industrial Revolution Economy, and a degree that launches them to achieve their hopes and dreams; and

WHEREAS, the UA Strategic Plan seeks to position the UA as a Global Skills Provider in providing scalable, timely, and relevant training to the world while increasing our professional student population across the globe and creating personalized learning paths that meet the needs of the individual student while balancing the desire to create large-scale interventions; and

WHEREAS, the Tribe and the UA recognize the need for exceptional higher-education services, degree programs, continuing education and workforce training opportunities for the Tribe's members; and

WHEREAS, the Tribe and the UA understand the lack of access and affordability to exceptional higher-education services, degree programs, continuing education and workforce training opportunities for the Tribe's members often creates barriers to essential needs and opportunities; and;

WHEREAS, the UA recognizes the unique educational, self-governance, and employment and workforce needs of the Tribe, and will devote its efforts to ensure that each member of the Tribe is able to receive a quality education required to become a successful member contributor to the welfare and advancement of the Tribe and its members; and

WHEREAS, the Pascua Yaqui Tribe and UA hereby agree to develop and enter into a university-tribal educational partnership that will be known as the "University of Arizona Strategic Plan Pascua Yaqui Tribe Engagement and Advancement Initiative" (hereinafter "PYT Initiative"), to be implemented through the UA Strategic Plan Native American Advancement and Tribal Engagement Initiative and the Tribe.

Therefore, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

## **1.0 AUTHORITY**

- 1.1 Tribe is a federally recognized Indian Tribe authorized to enter into this Agreement pursuant to Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe; and

- 1.2 ABOR, on behalf of UA, is duly authorized to execute and administer agreements pursuant to A.R.S. § 15-1625(B)(2).

## **2.0 PURPOSE**

- 2.1 The purpose of this Agreement is to establish the framework under which the PYT Initiative is to be developed and executed.
- 2.2 The purpose of the PYT Initiative is to develop exceptional higher-education services, degree programs, continuing education, and workforce training opportunities for the Tribe's members in partnership and collaboration with the UA; recognizing that the Tribe places a high priority on its members pursuing undergraduate degree opportunities, Masters level and professional school training and education, continuing education courses, and life-long learning programs for all the Tribe's members; and recognizing that accessibility and affordability are critical factors for the Tribe's members pursuing higher education and job training opportunities.

## **3.0 JOINT RESPONSIBILITIES**

- 3.1 The Tribe and the UA will work together to develop and execute the PYT Initiative, including, but not limited to, the development of projects and initiatives that:
  - 3.1.1 Are focused on the development of leadership opportunities for the Tribe's youth;
  - 3.1.2 Are focused on the development of pipeline to college/university initiatives;
  - 3.1.3 Provide technical assistance, curriculum development assistance, and teacher training for the development of a Tribe K-12 school system;
  - 3.1.4 Provide planning and technical assistance for the development of a Tribe-controlled community college;
  - 3.1.5 Provide planning and technical assistance for developing a UA micro-campus at a site to be designated by the Tribe;
  - 3.1.6 Are focused on expanding and articulating curricular offerings for continuing education, professional development and workforce training certificates; and undergraduate, graduate and professional degrees for the Tribe's members;
  - 3.1.7 Are focused on strengthening and expanding the Tribe's student advising and support services capacity, with particular focus on student success services in the transition from community college to institutions of higher learning;
  - 3.1.8 Are focused on expanding access to continuing education, training and workforce development and life-long learning pathways for the Tribe's

members;

- 3.1.9 Provide for articulation of programs of study in the career pathways transition from Pima Community College (PCC) to the UA for the Tribe's members, including programs that seek to indigenize the schooling, education and training experience of the Tribe's members as they traverse the PCC and UA undergraduate educational systems and student services;
  - 3.1.10 Are focused on college readiness and transition from PCC to UA for the Tribe's members, within degree or certificate offerings at PCC and as continued at the UA in program areas such as gaming and resort management, indigenous governance, community and economic development, healthcare, information technology, and tribal justice and court administration;
  - 3.1.11 Are focused on developing an Implementation Protocol for a Joint Advisory/Administrative Working Group made up of representatives from the Tribe and the UA;
  - 3.1.12 Are focused on developing and implementing a Student Recruitment, Retention and Success Plan;
  - 3.1.13 Are focused on developing scholarship and financial aid support for the Tribe's members pursuing UA undergraduate, Masters level, and professional legal and medical degree programs, continuing education, and workforce training opportunities.
- 3.2 The Parties agree, within the first six (6) months of this Agreement, to work together to prioritize the programs and opportunities set forth in Addendum A. The Parties will then assign timelines for the programs and opportunities in order to complete the items in Addendum A by the end of this Agreement. The initial focus of the PYT Initiative will be those programs and opportunities set forth in Addendum A to this Agreement. As additional areas of focus are developed and/or prioritized, the Parties will execute additional addenda which shall be attached to and made part of this Agreement.
- 3.3 The Parties will cooperate in the coordination and administration of this Agreement and the PYT Initiative. In order to accomplish the programs and opportunities set out in Paragraph 3.2, the Parties will commit to monthly, meetings, with more frequent meetings scheduled as needed. There will also be twice yearly check-in meetings between the Tribal Council and the UA Provost in order to review the progress of this Agreement.
- 3.4 The Parties agree that they will execute additional agreements as necessary in order to implement the projects and services contemplated by this Agreement, including an agreement for the use and occupancy by the UA of a physical space to house a UA micro-campus within the exterior boundaries of the Tribe's reservation if the Tribe elects to pursue a physical micro-campus.

#### **4.0 TERM AND TERMINATION**

**4.1 Term.** The term of this Agreement shall commence on the date of last signature below, and shall remain in full force and effect for five (5) years after the date of commencement ("Term"). This Agreement shall automatically renew for two (2) additional five (5) year Terms unless otherwise terminated by the Parties pursuant to Section 4.2.

#### **4.2 Termination.**

**4.2.1** Notwithstanding the Term, this Agreement may be terminated by any Party, with or without cause, upon thirty (30) days' notice to the other Party.

**4.2.2** This Agreement will terminate automatically and the terminating Party shall provide immediate notice to the other Party upon the occurrence of any of the following events:

**4.2.2.1** The cancellation, termination, reduction or limitation of the UA's insurance required by this Agreement; or

**4.2.2.2** If the Tribe determines in its reasonable judgment that the UA's continued participation may jeopardize the health or safety of individuals receiving or contemplated to receive services from the UA pursuant to this Agreement; or

**4.2.2.3** The indictment, arrest, charge or conviction of any criminal charge against any of the UA's personnel, agents, representatives, or contractors providing the services contemplated under this Agreement related to moral turpitude or to the UA's provision of services to the Tribe that are the same as or similar to those contemplated under this Agreement.

**4.2.3** Upon termination, the Agreement shall become null and void except for any payments required to compensate a Party for expenses which that Party has reasonably and necessarily incurred, solely as a result of entering into this Agreement, prior to the termination. Such compensation shall be limited to costs and expenses expressly agreed to by the Parties.

**4.2.4** The Parties understand that continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing bodies for the Tribe and the UA. Each Party shall notify the other Party in writing as soon as reasonably possible after the unavailability of funding comes to its attention.

**4.2.5** Upon expiration or termination of this Agreement, any personal property used

by the Tribe or the UA in administering this Agreement shall remain the property of the purchasing Party, unless otherwise agreed to in writing between the Parties at the time of termination.

## **5.0 FUNDING; FINANCIAL PROVISIONS**

This Agreement is neither a fiscal nor a funds obligation document. All terms related to funding and to any exchange of moneys between the Parties in respect to each Party's provision of services under this Agreement will be negotiated and entered into by separate agreements, as contemplated by Section 3.4 above, and signed by each Party's authorized signatory, describing the terms of the arrangement, including as applicable: the scope of work, deliverables, budget, payment schedule, and other obligations. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this Agreement will be handled in accordance with each Party's applicable laws, regulations, and procedures.

## **6.0 CONFIDENTIALITY**

- 6.1 Tribe and UA may choose, from time to time, in connection with this Agreement, to disclose confidential information to each other ("Confidential Information"). Except as set forth in Paragraph 7.0, all such disclosures must be in writing and marked as Confidential Information. Except as set forth in Paragraph 7.0, any information that is transmitted orally or visually, in order to be protected to the extent permitted by law, will be identified as such by the disclosing Party at the time of disclosure, and identified in writing to the receiving Party, as Confidential Information, within thirty (30) days after such oral or visual disclosure.
- 6.2 **Use and Disclosure.** The Parties will use reasonable effort to prevent the disclosure to unauthorized third parties of any Confidential Information of the other Party and will use such information only for the purposes of this Agreement. Confidentiality obligations with respect to Confidential Information will survive after the termination of this Agreement.
- 6.3 **Exceptions.** Notwithstanding any marking or designation to the contrary, the confidentiality obligations set forth in this Agreement will not apply to information that: (a) is already in the receiving Party's possession at the time of disclosure; (b) is or later becomes part of the public domain through no fault of the receiving Party; (c) is received from a third party with no duty of confidentiality to the disclosing Party; (d) was developed independently by the receiving Party prior to disclosure; or (e) is required to be disclosed by law or regulations.
- 6.4 Upon expiration or termination of this Agreement, the Parties shall ensure that all Confidential Information acquired is either (i) promptly returned to the other Party or (ii) continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
- 6.5 Except as required by law, the Parties agree not to use the information received from

the other Party for purposes of this Agreement, whether or not such information is Confidential Information, for any other purpose without the express, written approval of the other Party as authorized under the Parties' respective laws.

- 6.6 Tribe acknowledges that all ABOR and UA agreements are subject to applicable Public Records laws including Arizona Revised Statute § 39-121 et seq. UA shall give Tribe prompt written notice of any public records request received by UA for the disclosure of information provided by Tribe in connection with this Agreement, including Tribe's cultural information. Tribe shall provide UA's Office of the General Counsel with a copy of any protective order or other filing by Tribe to preserve the confidentiality of such information in connection with such public records request, within fifteen (15) days after UA's notice thereof.

## **7.0 TRIBE'S CULTURAL INFORMATION**

The Parties agree that Tribe's cultural information, as further defined in Title 8 Pascua Yaqui Tribal Code ("PYTC") § 7-1-40 (A) (13) "Traditional Indigenous Intellectual Property" and in the UA's Guidelines for Research and Institutional Engagement with Native Nations, Section III. "Traditional Intellectual Property", each incorporated here by reference, whether such information is received by the ABOR or the UA as written communication, oral communication or visually observed, is Confidential Information. ABOR and UA agree that no marking or designation is needed for any such information to be designated as Confidential Information and that this definition should be interpreted liberally to ensure the protection of all the Tribe's cultural information, regardless of how that information is received by ABOR and/or UA. ABOR and/or UA shall not disclose such information or records to any third party, during or after the term of this Agreement without the prior written consent of the Tribe.

## **8.0 FERPA; EDUCATIONAL RECORDS**

Educational records provided pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be disclosed except as provided by applicable law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

## **9.0 CONFLICT OF INTEREST**

The Tribe recognizes that ABOR and the UA may be bound by the provisions of A.R.S. § 38-511. As such, either Party may cancel this Agreement for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

## **10.0 INDEMNIFICATION**

To the extent provided by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused

by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

## **11.0 COMPLIANCE WITH APPLICABLE LAWS AND POLICIES**

- 11.1 The Parties shall comply with the requirements of all applicable federal, tribal, and state laws, rules and regulations, including applicable laws, rules, regulations, and executive orders governing equal employment opportunities, nondiscrimination, affirmative action, immigration, and tribal preference.
- 11.2 The UA agrees to comply with the Tribe's research protection policy (8 PYTC § 7-1-10 *et seq.*), language and culture policy (6 PYTC § 4-1-10 *et seq.*), and the UA's Guidelines for Research and Institutional Engagement with Native Nations, incorporated here by reference.
- 11.3 Where applicable, the UA will comply with its Human Subjects Protection Program's policies and procedures, 45 CFR Part 46, and 21 CFR Parts 50 and 56, and applicable Tribal policies or procedures, regarding the protection of human subjects.

## **12.0 NO BUSINESS RELATIONSHIP**

Nothing in this Agreement will be construed as establishing a partnership, joint venture, or similar relationship between the Parties, and nothing in this Agreement will be construed to authorize either Party to act as agent for the other. ABOR and UA and their employees will not be entitled to any employee benefits accorded to the Tribe's employees, including but not limited to workers' compensation benefits, disability insurance, and vacation and sick pay.

## **13.0 NOTICES**

- 13.1 All notices, certification, or other communication shall be sent in writing, deemed given at the time received, and may be sent by email, facsimile or mail to the following:

UA: Dr. Robert C. Robbins  
President  
PO Box 210021  
Tucson, Arizona 85721-0021  
[president@arizona.edu](mailto:president@arizona.edu)

With a copy, which does not constitute service, to:

N. Levi Esquerra  
Senior Vice President for Native American Advancement & Tribal  
Engagement  
PO Box 210021  
Tucson, Arizona 85721-0021  
[levie@arizona.edu](mailto:levie@arizona.edu)



and a copy to:

Office of the General Counsel  
PO Box 210066  
Tucson, AZ 85721-0066

**Tribe:** Peter S. Yucupicio, Chairman  
7474 S. Camino de Oeste  
Tucson, Arizona 85757  
(520) 883-5000  
[peter.s.yucupicio@pascuavaqui-nsn.gov](mailto:peter.s.yucupicio@pascuavaqui-nsn.gov)

With a copy, which does not constitute service, to:

Office of the Attorney General  
7777 S Camino Huivisim, Bldg. C  
Tucson, AZ 85757

- 13.2 Subject to compliance with applicable data protection, privacy law, University and ABOR policy, and Tribal law, the Parties will use reasonable efforts to notify the other of known instances of any of the following occurrences:
- 13.2.1 Mechanisms and procedures to report harassment, sexual misconduct, violence, and bias incidents, as well as the investigation and mitigation procedures and policies pertaining to such incidents (to be provided upon commencement of the Term, and upon amendment or modification of the mechanisms, procedures and/or policies); and
  - 13.2.2 Unexplained disappearance or absence of a Tribe's student from class for more than one week; and
  - 13.2.3 Significant concerns or material complaints that Tribe's student(s) raise(s) about activities or services provided pursuant to this Agreement; and
  - 13.2.4 Any Tribe's student action or omission that may justify disciplinary action or dismissal of the student (prior to any disciplinary action or dismissal); and
  - 13.2.5 Any changes in the status of required insurance coverage; and
  - 13.2.6 Any concern, delay or adverse conditions (including physical, cultural, legal, regulatory, or social conditions) that will or may materially affect Tribe's students or the objectives or time schedules established pursuant to this Agreement; and
  - 13.2.7 Any adverse publicity related to this Agreement or the services provided hereunder; and

- 13.2.8 Health and safety issues and incidents pertaining to Tribe's students, including, but not limited to, known reports of sexual misconduct and assault, harassment, assault, battery, or other crime alleged to be committed by an employee or personnel of either Party in which a student or UA personnel is the alleged victim (whether or not such personnel is providing services pursuant to this Agreement at the time of the report); and
- 13.2.9 Any suspension or debarment, arrest by law enforcement officials, or other such matters raised against the Parties, or their employees, agents, or subcontractors engaged in the provision of services pursuant to this Agreement; and
- 13.2.10 Any voluntary or involuntary sanction, restriction, suspension, withdrawal, denial, expiration, non-renewal, or revocation of any corporate, educational, or regulatory license, or approval necessary for lawful operation or accreditation status of either Party or services provided pursuant to this Agreement; and
- 13.2.11 Known reports of the improper use or embezzlement of UA or Tribal money or property, or fraudulent appropriation for personal gain of UA or Tribal money or property by an ABOR Regent, UA or Tribal officer, UA or Tribal agent, or UA or Tribal personnel.

#### **14.0 DISPUTE RESOLUTION**

- 14.1 It is the intent of the Parties to establish a successful working relationship, to maintain open communications, and to cooperate fully with one another. Should a dispute arise under this Agreement, the Parties shall exercise good faith to resolve the dispute in the normal course of business. Should the Parties be unable to resolve the dispute in the normal course of business, the Parties' designated representatives are authorized to negotiate and attempt to resolve the dispute. Nothing in this Agreement prevents either Party's designated representative from referring the dispute to a higher level of management within the Party for negotiation and attempted resolution.

- 14.2 The parties' respective designated representatives are as follows:

Tribe: Alfred Urbina  
Attorney General  
7777 S. Camino Huivisim, Bldg. C  
Tucson, AZ 85757  
(520) 883-5119 Office  
(520) 490-6973 Cell  
(520) 883-5084 Facsimile  
email: [alfred.urbina@pascuayaqui-nsn.gov](mailto:alfred.urbina@pascuayaqui-nsn.gov)

UA: Laura Todd Johnson

Senior Vice President for Legal Affairs and General Counsel  
Office of the General Counsel  
PO Box 210066  
Tucson, AZ 85721-0066  
(520) 621-3175 Office  
(520) 621-9001 Facsimile  
email: [OGC-Info@email.arizona.edu](mailto:OGC-Info@email.arizona.edu)

- 14.3 Either Party may give the other Party's designated representative written notice of a dispute not resolved in the normal course of business ("Dispute Notice"). Within fourteen (14) days after receipt of the Dispute Notice, the receiving Party will submit to the other Party's designated representative a written response ("Response"). Both the Dispute Notice and the Response will include, with reasonable particularity, (i) a statement of the submitting Party's position, (ii) a summary of facts and arguments supporting that position, and (iii) a proposed resolution. Within thirty (30) days of delivery of the Dispute Notice, unless agreed otherwise, the Parties' designated representatives will meet or confer remotely, if an in-person meeting is not practicable, at a mutually acceptable time and place to negotiate a mutually acceptable resolution ("Negotiation"). Additional participants, including the Parties' respective legal counsel, may attend and participate in Negotiations as agreed upon by the Parties' representatives.
- 14.4 All offers, agreements, and statements, whether oral or written, made in the course of a Negotiation by either of the Parties or their agents and attorneys are confidential, privileged, and shall be inadmissible for any purpose, including impeachment, in arbitration or other proceedings involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the Negotiation.
- 14.5 If the Parties do not resolve a dispute through Negotiation, either Party may terminate the Agreement according to the Termination provision in Section 4.2 above.

## **15.0 OWNERSHIP OF WORK PRODUCT**

The Parties acknowledge that work products, inventions, discoveries, and other technology that is patentable, or that is copyrightable may arise from activities conducted under this Agreement. The Parties agree to negotiate in good faith in determining the appropriate authorship and ownership of such materials, and to any rights regarding patents, trademarks, copyrights, and title on reasonable terms. Such terms will be negotiated under separate agreement(s), as contemplated by Sections 3.4 and 5.0 above, when the specific scopes of work, deliverables and contributions of each Party can be more accurately defined.

## **16.0 INSURANCE**

The Parties acknowledge that UA participates in a program of self-insurance, administered by the State of Arizona, Department of Administration, Risk Management Division, as authorized by Arizona Revised Statutes § 41-621 et seq. The Parties agree that the general and professional liability coverage provided by this self-insurance program is deemed sufficient for the purposes of this Agreement.

The Tribe warrants and represents that it will maintain, at Tribe's own expense, adequate professional liability insurance coverage during the term of this Agreement for the type of services contemplated under this Agreement. "Adequate" shall be no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. These insurance requirements are minimum requirements. UA does not warrant that these minimum limits are sufficient to protect Tribe or UA from liabilities that might arise out of the performance of the services contemplated under this Agreement.

## **17.0 EVALUATION; REPORTING**

17.1 The Tribe will periodically conduct onsite monitoring visits at the UA.

17.2 UA shall evaluate the PYT Initiative at the end of each academic year and submit its evaluation to:

Attention: Chairperson  
Pascua Yaqui Tribe  
7474 S. Camino de Oeste  
Tucson, Arizona 85757  
[peter.s.yucupicio@pascuayaqui-nsn.gov](mailto:peter.s.yucupicio@pascuayaqui-nsn.gov)

and

Director  
Pascua Yaqui Education Department  
5100 W. Calle Tetakusim  
Tucson, Arizona 85757

17.3 PYT shall evaluate the PYT Initiative at the end of each academic year and submit its evaluation to:

Attention: Dr. Robert C. Robbins  
President  
PO Box 210021  
Tucson, Arizona 85721-0021  
[president@arizona.edu](mailto:president@arizona.edu)

and

N. Levi Esquerra  
Senior Vice President for Native American Advancement & Tribal  
Engagement  
PO Box 210021  
Tucson, Arizona 85721-0021

levie@arizona.edu

17.4 The evaluation process to be used by Parties shall be determined by the Joint Advisory/Administrative Working Group contemplated in Section 3.1.11 above.

## **18.0 ASSOCIATION MARKS**

The use of any signs, trademarks, letterhead, forms, advertising or solicitation materials, or other materials associating ABOR and/or UA and the Tribe with each other is specifically forbidden without the express written approval of the UA or the Tribe. In the event of termination or expiration of this Agreement, any such approvals are automatically withdrawn and all such use by the Tribe, ABOR and/or UA will cease.

## **19.0 AMENDMENTS**

This Agreement shall not be modified, amended, or extended except by written amendment signed by both Parties.

## **20.0 ASSIGNMENT**

Neither this Agreement nor any obligation of the Parties under this Agreement may be assigned in whole or part without the prior written consent of the other Party.

## **21.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

## **22.0 WAIVER**

Waiver of any provisions of this Agreement or of a Party's rights or remedies under this Agreement shall be in writing. No waiver shall constitute a waiver of subsequent breach. A Party's acceptance of partial performance under this Agreement shall not be deemed to be a waiver of any preceding breach by the other Party, nor shall it constitute a waiver of the other Party's duties to comply with any covenant, term, or condition of this Agreement. Each Party shall be and remain liable to the other in accordance with the applicable law for all damages to the extent caused by that Party's nonperformance or negligent performance of any service under this Agreement.

## **23.0 CONSENSUAL RELATIONSHIP**

This Agreement establishes a consensual relationship between the Tribe, ABOR and the UA, and is deemed to have been entered into, executed, and performed on the Pascua Yaqui Reservation.

## **24.0 CONSTRUCTION**

If there is any conflict or inconsistency between the provisions of this Agreement and any Addendum or Exhibit, this Agreement shall control. This Agreement was arrived at by the mutual

negotiations of the Parties and no rule of construction that a document shall be interpreted or construed against the drafter shall apply.

## **25.0 HEADINGS**

The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

## **26.0 SEVERABILITY**

If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, unenforceable, illegal, or inoperable, its invalidity shall not affect the validity and effect of the other provisions.

## **27.0 ENTIRE AGREEMENT**

This document, including all addendums, exhibits, and attachments, constitutes the entire agreement between the Parties and supersedes all prior written or oral representations and contracts, and contains all prior and contemporaneous negotiations and understandings between the Parties. Each Party acknowledges that no representations, enticements, promises or contracts, oral or otherwise, have been made on behalf of any Party, which are not written in this Agreement and that no other contract, statement or promise not contained in this Agreement is valid or binding.

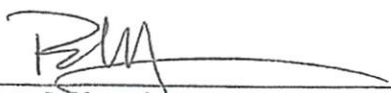
## **28.0 GOVERNING LAW, JURISDICTION, AND SOVEREIGN IMMUNITY**

The validity, interpretation and effect of this Agreement, and the resolution of any disputes arising from this Agreement, shall be governed exclusively by the laws of the State of Arizona, without giving effect to the conflict of laws. This Agreement may be subject to non-binding arbitration in accordance with applicable law and local court rules. By entering into this Agreement, the Tribe does not waive any rights it holds under the Constitution of the Pascua Yaqui Tribe, including but not limited to, Article XXIV- Sovereign Immunity, and nothing in this Agreement is intended to be, or shall be construed to be, an express or implied waiver of the Tribe's immunity; nor shall this Agreement or any portion of it be deemed to be a waiver, express or implied, of the Sovereign Immunity of the State of Arizona or any of its institutions except as specifically provided in Title 12, Chapter 7, Article 2 of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the signatures of their duly authorized representatives as of the date signed below.

PASCUA YAQUI TRIBE:

ARIZONA BOARD OF REGENTS,  
UNIVERSITY OF ARIZONA:

  
Peter S. Yucupicio, Chairman

  
Dr. Robert C. Robbins, President  
The University of Arizona

Pursuant to A.R.S. § 11-952 (D) and Title 2 of the Pascua Yaqui Tribal Code, as applicable to each Party, the attorney for each Party has reviewed the above Agreement and has determined that it is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona and the Pascua Yaqui Tribe:

  
Alfred Urbina, Attorney General

  
Joshua Estavillo, Associate General Counsel

## **ADDENDUM A INITIAL FOCUS AREAS**

1. An online BA program with concentration in Tribal Courts and Justice Administration; and
2. An online BA program with concentration in Indigenous Governance and Economic and Community Development; and
3. An online BA program with concentration in Tribal Gaming and Enterprise Management; and
4. An online BS program in Information Technology, including a concentration or specialized track in Cybersecurity; and
5. A Masters of Professional Studies in Indigenous Governance along with a specialized concentration track in Tribal Gaming and Resort Management, offered as a hybrid degree program with a 3 week Executive Education session at the UA and specialized online course offerings and on-site PYT externship credit and research project opportunities; and
6. Development and Implementation of a Student Recruitment, Retention and Life-long Learning Plan; and
7. Development of a UA Continuing Professional Education Certificate in Indigenous Governance along with a new set of courses in Tribal Gaming and Resort Management, offered by IPLP and NNI online through the University of Arizona's January in Tucson (JIT) Program; offered as a hybrid continuing education program with 3-week Executive Education JIT session and online course and on-site PYT externship credit; and
8. Development of a specialized concentration track in Sustainability; and
9. Development of a micro-campus to be located on the Pascua Yaqui Reservation in a location of the Tribe's choosing; and
10. Articulating curricular offerings for continuing education, professional development and workforce training certificates, and undergraduate, graduate and professional degrees in the areas of medicine, public health, nursing, pharmacy, and traditional medicine for the Tribe's members; and
11. Articulating curricular offerings for continuing education, professional development and workforce training certificates, and undergraduate, graduate and professional degrees in the areas of law and legal studies for the Tribe's members; and
12. Developing scholarship and financial aid support for the Tribe's members so that they can participate in and take advantage of curricular offerings and programs articulated and/or developed pursuant to this Addendum.