LETTER OF INTENT BETWEEN THE REGENTS OF THE UNIVERSITY OF NEW MEXICO GLOBAL ENGAGEMENT OFFICE AND CRCC ASIA, LLC

This Letter of Intent ("LOI"), effective as of October 4, 2023 (the "Effective Date"), is by and between THE UNIVERSITY OF NEW MEXICO, having a business address of 1 University of New Mexico, Albuquerque NM 87131-0001 ("UNIVERSITY") and CRCC Asia, LLC, having a business address of 11 North 3rd Street, Philadelphia, PA, 19106 USA ("CRCC Asia")] (each or both hereinafter may be referred to as a "Party" or the "Parties").

This Document will establish the basic terms to be included in a LOI between the Parties. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

UNIVERSITY and CRCC ASIA wish to enter into this LOI for the purpose of promoting opportunities for UNIVERSITY's students to gain practical experience by working in unpaid international internships organized and supported by CRCC ASIA.

The Parties agree as follows:

- 1. UNIVERSITY shall (a) recognize CRCC Asia as an approved provider of international internship programs for UNIVERSITY's students, (b) promote CRCC ASIA internship programs and any discount offered to UNIVERSITY's students through channels such as information sessions, its website, emails and printed materials, (c) allow a CRCC ASIA representative to attend UNIVERSITY's study abroad fair(s) in order to promote CRCC ASIA programs and conduct information sessions, (d) provide CRCC ASIA with a reasonable prior opportunity to review and approve any written promotional materials prepared by UNIVERSITY which refer to CRCC ASIA programs or include CRCC ASIA's trademarks, and (e) designate a UNIVERSITY staff member to receive written communications from CRCC ASIA concerning UNIVERSITY students accepted onto one of CRCC ASIA's programs (each a "Participant") and to serve as a general liaison between the Parties.
- 2. CRCC ASIA shall (a) offer Participants a discount of \$100 on CRCC ASIA's published program fees, found at https://www.crccasia.com/prices/, and (b) designate a CRCC ASIA staff member to act as a representative for the purpose of discussing the CRCC ASIA programs in detail, providing training and support, and serving as a general liaison between the Parties. In addition to the standard \$100 off discount, CRCC Asia can offer a further tiered discount to support promotion and recruitment by both Parties. This tiered system will work as follows:
 - a. 3-7 students \$200 USD discount per student
 - b. 7-15 students \$300 USD discount per student
 - c. 15+ students \$400 USD discount per student

- 3. CRCC ASIA shall send bi-weekly written updates to UNIVERSITY about Participants during pre-departure and while they are on a CRCC ASIA program. Bi-weekly up-dates shall include general information about Participants' progress on the program, as well as general updates, if any, on health, safety, or security matters related to the CRCC ASIA program host location. To the extent CRCC ASIA discloses any personal information about Participants to UNIVERSITY, UNIVERSITY agrees to keep such personal information confidential, not to disclose it to any third parties, and to use it only for purposes related to this agreement and in accordance with all applicable data protection laws.
- 4. CRCC ASIA shall maintain a 24/7 emergency contact number in all of its program locations and communicate information concerning urgent health, safety, or security incidents regarding Participants to UNIVERSITY.
- 5. All Participants shall be required to sign CRCC ASIA's standard Participation Agreement (Assumption of Risk, Waiver of Liability, Release and Indemnification) ("Participation Agreement") before the applicable Program Start Date. The Parties acknowledge and agree that the terms and conditions contained in the Participation Agreement shall be the sole and exclusive terms and conditions governing the relationship, rights and obligations of Participants and CRCC Asia concerning Participants' participation in CRCC ASIA programs.
- 6. The Parties recognize that each Party is the sole owner of its name, logo and other trademarks ("Trademarks"). Neither Party nor any of its employees or agents shall use the other Party's Trademarks without the prior written approval of the other Party.
- 7. The relationship between the Parties under this LOI shall be that of independent contractors. Nothing herein shall be construed to create any relationship of joint venture, partnership, or agency between the Parties.
- 8. This LOI shall expire no later than three (3) years from its effective date, at which point the LOI can be renewed. Either party may elect to terminate this agreement for good cause shown and with thirty (30) days' notice given to the other party. Parties agree to work reasonably to amicably support their common interests in achieving the goals set out in this LOI.

CRCC ASIA: THE REGENTS OF THE UNIVERSITY OF NEW MEXICO:

Name: Edward Pircher

Title: Managing Director

Date: 10/20/2023

Name: Nicole Tami

Title: Executive Director of Global Education

Initiatives

Date: 18-Oct-2022

CRCC Asia -UNM Affilate Agreement - Final - UC Approved

Final Audit Report 2023-10-18

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