

**INTER-INSTITUTIONAL AGREEMENT OF COOPERATION  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO  
(ALBUQUERQUE, NEW MEXICO, UNITED STATES OF AMERICA),  
AND  
INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY,  
CAMPUS ESTADO DE MÉXICO  
(ATIZAPÁN DE ZARAGOZA, ESTADO DE MÉXICO)**

The University of New Mexico (hereafter referred to as UNM) and the Instituto Tecnológico y de Estudios Superiores de Monterrey, Campus Estado de México (hereafter referred to as ITESM CEM), are willing to establish an Inter-institutional Agreement of Cooperation (hereafter referred to as IAC).

**I. PARTIES RECITALS**

- 1.1 UNM is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing. UNM's main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at post-secondary and graduate level, to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society and to provide other services that increase the general culture and well being of the people.
- 1.2 **President Robert G. Frank** is UNM's legal representative, and he is duly authorized to execute this IAC on behalf of the Regents of the University of New Mexico.
- 1.3 UNM's organic structure includes the Latin American and Iberian Institute, which has the following functions: to foster, develop and supervise fulfillment of *convenios* and agreements between academic and administrative units at UNM with Latin American and Iberian counterparts; and to jointly integrate appropriate work programs and to supervise their development.
- 1.4 UNM designates the following address for the effects of the present agreement : Latin American and Iberian Institute, 801 Yale NE, MSC02 1690, 1 University of New Mexico, Albuquerque, New Mexico, 87131-0001, USA
- 1.5 **Tecnológico de Monterrey** is an educational Institution, a free, Autonomous and Private University, with legal capacity of its own, evidenced by Presidential Act issued at the *Diario Oficial de la Federación* (here and after referred as the Gazette) on September 12<sup>th</sup>, 1952, where it was recognized as an Official

Educational Institute. Later on, at that very same Gazette, on March 5<sup>th</sup>, 1974, it was issued the Order Number 3438 of the Secretaría de Educación Pública (Ministry of Public Education), whereby it was recognized all educational programs by the **ITESM-CEM Campus**, according to the *Reglamento de Revalidación de Grados y Títulos otorgados por las escuelas libres universitarias* (Regulations of Revalidation of Grades and Certificates issued by Private Universities), issued on July 26<sup>th</sup>, 1940. All of these is evidences by public deed number 22,243, granted before Lic. Fernando Arechavaleta Palafox, Attorney at Law and Notary Public Number 27 how exercised in Monterrey City, Nuevo León State, Estados Unidos Mexicanos, and filed at the Registro Público de la Propiedad y del Comercio (Public Registry of Commerce and Property) under number 286, Volume 27, Book 6, Section III, Asociaciones Civiles on December 23<sup>rd</sup>, 1998.

1.6 **Dr. Pedro Luis Grasa Soler**, is Tecnológico de Monterrey **ITESM CEM Campus**'s legal representative, and he is duly authorized to execute this IAC on behalf of the INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY, as evidenced with the public deed number 36430 dated May 2<sup>th</sup>, 2012 granted before Fernando Méndez Zorrilla, Attorney at Law and Notary Public Number 12 of the City of Monterrey, Nuevo León, of the Estados Unidos Mexicanos and filed at the Primer Distrito Notarial y Registro en el Estado de Nuevo León.

1.7 **ITESM-CEM Campus** has its address in: **ITESM CEM** has its address in: Carretera al Lago de Guadalupe km 3.5 Colonia Margarita Maza de Juárez, Atizapán de Zaragoza, Estado de México. México.

## II. DEFINITIONS

UNM and **ITESM-CEM Campus** agree on the following definitions involved in these programs:

TERM	REFERS TO
<b>International affairs office</b>	The office from each institution responsible of handling student exchange programs
<b>Sending or home institution</b>	The institution from which the student intends to graduate or in which the professor is regularly working.
<b>Receiving or host institution</b>	The institution that has agreed to host the student or the professor from the sending institution.
<b>Candidate</b>	Student from the home institution seeking to study in the host institution
<b>Semester, trimester or session</b>	The academic term at the receiving institution. Every term starts on the first day of class and ends on the last day of the examination period.



<b>Full time student</b>	Student registered at the host institution enrolled in courses that grant credit towards a degree
<b>Working Proposals</b>	The specific agreement derived from this IAC

### III. PURPOSE

1. The purpose of this IAC is to promote and expand international understanding, development and friendship among the signatories by stimulating and supporting academic, professional and intercultural activities and projects directed at students, staff and faculty members of both institutions: UNM and the Tecnológico de Monterrey.
2. Because of the desirability of implementing activities outlined in this IAC in a systematic manner, UNM and the Tecnológico de Monterrey will generally coordinate any activities that may develop through their international relations offices. Faculty and staff members of each institution are expected to participate in the different projects developed under this IAC.
3. This IAC presents and describes the general and particular aspects of the agreement with the understanding that based on a periodic revision of activities this document, in both its general and specific content, may be reviewed with the consent of both UNM and the Tecnológico de Monterrey.
4. Some identified general activity areas of mutual interest and concern may include, but are not limited, to the following:
  - a. Student exchange programs
  - b. Faculty / staff exchange programs
  - c. Visiting scholar activities
  - d. Cooperative / collaborative research projects
  - e. Short-term training programs / projects
  - f. Cooperative and exchange lectures, conferences and seminars
5. Both institutions realize that in general, the language of instruction of the Tecnológico de Monterrey is Spanish and at UNM the language of instruction is English.
6. It is anticipated that designated personnel and offices of both institutions will negotiate supplemental agreements for the development of programs or projects in specific areas of mutual interest, as well as any financial aspects that may derive.
7. While a wide range of involvement may be identified within the IAC, academic activities and experiences between staff and students of both institutions are likely to comprise most of the institutional linkage. The following two sections, pertaining to

staff and student exchange, will further address and develop procedures regarding these particular items:

### STUDENT EXCHANGE

8. Each institution will accept full time students on a one-for-one basis from the other Institution for graduate and undergraduate study during the academic year, according to the following mutually developed statement of equivalency:

<b>Tecnológico de Monterrey students at UNM</b>	<b>UNM students at the Tecnológico de Monterrey</b>
1 semester (up to 18 credits)	1 semester (up to 18 credits)
1 semester (up to 12 graduate credits)	1 trimester

9. Participants in the program will be drawn from the undergraduate programs at UNM and from the undergraduate division at the Tecnológico de Monterrey. The total number of credits that exchange students may earn at each institution is set as follows:

<b>Tecnológico de Monterrey students at UNM<sup>1</sup></b>	<b>UNM students at the Tecnológico de Monterrey</b>
Semester (undergraduate) = 18 credits	Semester (undergraduate) = 18 credits
Trimester (graduate) = 12 credits	Semester (graduate) = 12 credits

10. The selection procedure by which reciprocal exchange students are nominated is the sole responsibility of the student's home institution. The candidates should be either undergraduate or graduate students in accordance to the program they are seeking admission to. Each institution will be allowed to send up to 10 students per semester, each year.
11. Each institution reserves the right to accept or reject a candidate on the basis of regular academic selection criteria. For the purpose of this agreement the following requirements have been established:

<b>Tecnológico de Monterrey students at UNM</b>	<b>UNM students at the Tecnológico de Monterrey</b>
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<sup>1</sup> All academic programs at the Tecnológico de Monterrey are offered in a semester basis except for those offered by the Graduate School of Business (EGADE), which follows a calendar based on trimesters.



<ul style="list-style-type: none"> <li>▪ International Exchange Student Application</li> <li>▪ Official student transcript translated into English</li> <li>▪ Proof of English proficiency</li> <li>▪ Proof of financial responsibility</li> <li>▪ Copy of passport</li> <li>▪ Proof of insurance</li> </ul>	<ul style="list-style-type: none"> <li>▪ International Student Application Form</li> <li>▪ Official student transcript</li> <li>▪ Four passport-size pictures</li> <li>▪ Spanish placement test</li> <li>▪ Course registration (in accordance with the results of the Spanish language placement test)</li> </ul>
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12. Each institution reserves the right to ask candidates to present all commonly required admission documents, as established by each institution's admission policies.
13. Participating students are subject to the admission regulations, class performance standards and other academic and administrative policies of the host institution.
14. Students are expected to meet the minimal academic « good standing » requirements of the host institution.
15. Participating exchange students will submit current tuition charges to their respective home institution. The students will then exchange places with their counterparts at the other institution for the designated term(s) of study. Students will cover all corresponding costs for room and board at the host institution.
16. The development of the exchange opportunity will remain conditional on obtaining the necessary immigration documents and travel clearance. The receiving institution will endeavor to assist incoming students in obtaining the proper documentation.
17. Each host institution will assist incoming students in securing suitable housing for the duration of the participant's exchange program.
18. The exchange students will be responsible for all transportation, living expenses and costs involved in travel to and from the host institution for the educational experience. This includes travel and living expenses (including vacation periods and between terms), passport expenses, telephone calls, books, excess luggage, luggage storage, independent travel or any other related cost that may arise.
19. Each participant must provide evidence of holding a valid health insurance program with comprehensive coverage in the host country for the duration of the academic period in which the student will be involved. Visiting Students are obliged to carry the Medical Insurance/ Health Insurance, covering their entire stay; this insurance will include repatriation of remains.

20. Selected students will, within reasonable limits, attempt to represent their home institution and country with organizations, service clubs, schools and other host community organizations by partaking in meetings and presentations when requested.
21. The host institution will provide the home institution with an adequate record of the participant's academic performance; i.e., a transcript or equivalent. Courses completed by students at either institution will be treated as equivalent by the student's home institution according to its policies. The grading system to be used by each institution is as follows:

Estados Unidos	
Letra	GPA
A	4.0
A-	3.7
B+	3.3
B	3.0
B-	2.7
C+	2.3
C	2.0
C-	1.7
D+	1.3
D	1.0
D-	0.7
F	0.0

Tecnológico de Monterrey
100
93
88
83
78
74
71
68
64
61
57
52

Estados Unidos	
Letra	GPA
A	4.0
AB	3.5
B	3.0
BC	2.5
C	2.0
CD	1.5
D	1.0
E	0.5
F	0.0

Tecnológico de Monterrey
100
90
83
76
71
66
61
57
52



22. Grades at Tecnológico de Monterrey are expressed in whole numbers on a scale of one to one hundred. The minimum passing grade at Tecnológico de Monterrey is seventy<sup>2</sup>.
23. The Tecnológico de Monterrey will be able to send one copy of the transcript to the host institution within three months of completion of the last academic term attended by the visiting student. Additional copies of said document may be issued at the student's expense.
24. Any violation of the host country's laws by the participants may result in the withdrawal of the immigration and academic sponsorship of the host institution and the possible expulsion of the participant from the host country.
25. If a significant imbalance in numbers of exchange students occurs in a given year, a deficit will be acknowledged with the understanding that the institution with the deficit will compensate for it within the next calendar year. Imbalances may be settled by complying with the dispositions set forth in the equivalency chart. However, the balance of the exchange is to be flexible within reasonable limits and will not involve any financial transactions between the institutions.
26. UNM authorizes Tecnológico de Monterrey to register the UNM name in the official Tecnológico de Monterrey certificate of studies, in case requested by the student, with the unique purpose to demonstrate that the student partially studied at that host university.
27. During their exchange program, students may only register courses that grant credit towards a degree, as sanctioned by the academic authorities of the host institution.
28. For a student to receive credit for a course towards a degree, said course must be or must have been instructed by a faculty member who satisfies the profile and carries the necessary academic credentials as determined by the corresponding academic department at the host institution.

#### **FACULTY AND STAFF EXCHANGE**

29. The faculty and/or staff members of the participating institutions may take part in a variety of activities as contemplated by the provisions of this IAC.
30. Such activities may include, but are not limited to:
  - a. Faculty exchange for instructional and/or research purposes, either for a short or extended period of time
  - b. Conduction of conferences, seminars and/or lecture series

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<sup>2</sup> According to the General Academic Policies and Regulations 2008 (Articles 39-40)

- c. Providing professional expertise as consultants on particular projects developed by the participating institutions
- d. Short term exchange visits for observation and project development purposes
- e. Or any other activities that may be identified during the term of the IAC.

31. In general, faculty exchange activities are also implemented through a request / review / approval process involving the two parties. The financial support for faculty exchange opportunities is to be defined on a one-to-one basis.

### **OTHER POSSIBLE CONTRACTUAL AGREEMENTS**

32. At the request of any one of the parties to this agreement, specialized programs may be contracted for specific academic purposes. These international educational experiences may fall out of the regular and scheduled curricular offering and may represent an additional cost for the parties. For such purposes, particular contractual arrangements should be developed and agreed upon by the parties outlining the specifics of the educational experience being requested.

33. For contractual purposes the total tuition cost per student, as well as other administrative and overhead costs for the requested activity or program should be identified and negotiated in advance. These costs should at least consider: cost of instruction, course materials, cost of room and boarding. Transportation costs may or may not be included dependent on the particular negotiation. Given that particular specifications to this type of study abroad arrangement should be handled on a contractual case-by-case basis, further details are not presented in this document and should be determined as the result of a specific negotiation.

### **DURATION, TERMINATION AND DISPUTE RESOLUCION OF THE IAC**

34. This agreement will be effective from the date of signature and shall remain valid for an initial period of five (5) years, and shall automatically renew for successive terms of five (5) years each, unless terminated in writing as provided for in this agreement.

35. Either institution may terminate this agreement through written notice signed by the chief administrative office of the notifying institution. The other party should receive the termination notification no later than the last day of January of the terminal year.

36. The agreement and activities conducted under this IAC should be reviewed and evaluated by each institution on an annual basis in order to determine the status for the following period. The decision to continue under the current status should be reached during the fall semester of each year. The continuation of any existing programs or activities will result from the approval of both institutions based on the annual review and evaluation.



37. The parties agree that any controversies, disputes or claims resulting from this agreement shall be first submitted to mediation. This shall be conducted in English and Spanish. A mediated settlement, if any, shall be reduced to writing. If necessary, both parties will agree on a neutral arbitrary mediator and will subject to its resolution.

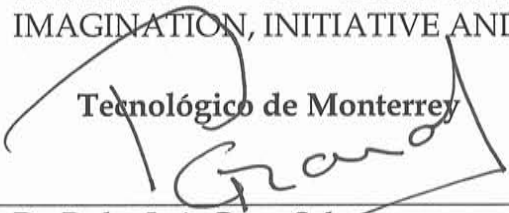
### INTELLECTUAL PROPERTY


38. The parties convene that this Agreement does not grant The University of New Mexico or the Tecnológico de Monterrey any license of use or rights over the intellectual property of the other party. The use of trademarks and/or denominations representative of either party are strictly prohibited without the owner's written consent.

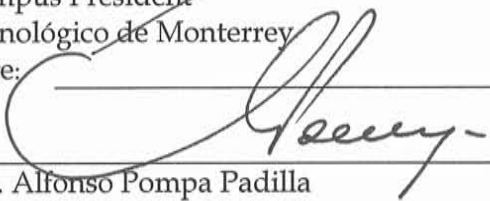
MANY ADDITIONAL ACTIVITIES MAY BE IDENTIFIED AND DEVELOPED AS RELEVANT TO THE PARTIES. THE EXTENT OF THIS INTER-INSTITUTIONAL AGREEMENT OF COOPERATION MAY ONLY BE LIMITED BY THE IMAGINATION, INITIATIVE AND CREATIVITY OF THOSE INVOLVED.

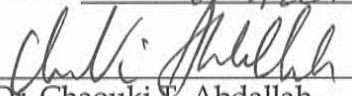
Tecnológico de Monterrey


The University of New Mexico

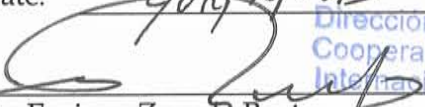
  
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Dr. Pedro Luis Grasa Soler  
Campus President  
Tecnológico de Monterrey  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Dr. Robert G. Frank  
President  
The University of New Mexico  
Date: 6/4/2013

  
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Ing. Alfonso Pompa Padilla  
Regional President of the Metropolitan  
Zone of Mexico City  
Tecnológico de Monterrey  
Date: \_\_\_\_\_

  
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Dr. Chaouki Y. Abdallah  
Provost and Executive Vice President for  
Academic Affairs  
The University of New Mexico  
Date: 5/30/2013

  
\_\_\_\_\_  
Dr. Carlos J. Mijares López  
Vice president for Academic Affairs  
Tecnológico de Monterrey  
Date: July 10, 2013

  
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Dr. Enrique Zepeda Bustos  
Vice president for International Affairs  
Tecnológico de Monterrey  
Date: 06/27/2013

