

**INTER-INSTITUTIONAL AGREEMENT OF COOPERATION
FOR A STUDENT EXCHANGE BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
(ALBUQUERQUE, NEW MEXICO, UNITED STATES)
AND
INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY,
(MEXICO)**

Inter-institutional agreement of cooperation for a Student Exchange entered and executed by **The Regents of The University of New Mexico** who hereinafter shall be referred to as “UNM”, represented herein by **Dr. Nicole Tami**; and **Instituto Tecnológico y de Estudios Superiores de Monterrey**, who hereinafter shall be referred to as “**Tecnológico de Monterrey**”, represented herein by **Dr. José Manuel Páez Borrillo**, pursuant to the following representations and clauses.

RECITALS

I. “UNM”, THROUGH ITS LEGAL REPRESENTATIVE, HEREBY REPRESENTS THAT:

- A) It is a duly incorporated UNIVERSITY pursuant to the laws of the United States and New Mexico, as a public entity established by decree by the Territorial Legislature in 1889 with full legal standing.
- B) Its legal representative Dr. Nicole Tami, Executive Director of Global Education Initiatives, has all the necessary and sufficient powers to execute this agreement, on behalf of “UNM.”
- C) Its domicile is located at 1 University of New Mexico, MSC06 3850, Albuquerque, NM 87131-0001 USA

II. “TECNOLÓGICO DE MONTERREY”, THROUGH ITS LEGAL REPRESENTATIVE, REPRESENTS THAT:

- A) Regarding private educational system, it is a university school with official acknowledgement and recognition of studies, as evidenced in Public Deed number 22,243 dated December 20, 1988, granted before Mr. Fernando Arechavaleta Palafox, Notary Public number 27, for the city of Monterrey, Nuevo León, México, which is duly entered into the Public Registry of Commerce under number 286, Volume 27, Book 6, Section III Non-profit Association, dated December 23, 1988.
- B) Its legal representative Dr. José Manuel Páez Borrillo, Vice-Rector for International Affairs, has all the necessary and sufficient powers to execute this agreement, as evidenced in Public Deed number 15,117, dated June 07 2017, filed at the “Registro Público de Propiedad y de Comercio de Nuevo León” (Public Register of Property and Commerce of Nuevo León State) and that such powers have not been revoked nor modified.
- C) Its domicile is located at Av. Eugenio Garza Sada Sur #2501, colonia Tecnológico, in Monterrey, Nuevo León, Zip Code 64849, Mexico.

III. BOTH PARTIES REPRESENT THAT:

- A) They agree with the execution of this agreement pursuant to the terms and conditions set forth herein.

B) They have the sufficient powers and authorities to undertake the provisions set forth herein.

C) There is no defect of consent that may invalidate this agreement, reason why they agree to subject this agreement's compliance to the following:

CLAUSES

FIRST.- PURPOSE: The purpose of this agreement is to promote and expand international understanding, development and friendship among the signatories by stimulating and supporting academic, professional and intercultural activities, through the establishment of a student exchange program between "UNM" and "Tecnológico de Monterrey". This agreement 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 "Tecnológico de Monterrey". Detailed aspects and specification are outlined in the CORRESPONDING EXHIBIT which signed by both parties, is an integral part of this instrument.

SECOND. - TERM: This agreement shall have a duration of 60 months (sixty months), which shall be effective as the date of the last signature and shall mature five years from the date of said signature. This agreement replaces any other prior agreement(s) signed for the same purpose by "UNM" and "Tecnológico de Monterrey".

THIRD. - COORDINATORS: Each of the parties shall appoint a coordinator for the activities hereunder, being such coordinators the indicated in the CORRESPONDING EXHIBIT.

FOURTH.- CONFIDENTIALITY: The parties agree and acknowledge that all information to which their personnel will have access, as well as any information provided to them, regardless of the means by which it is made known to them, is owned by "UNM" or by "Tecnológico de Monterrey", as applicable, and that such information is CONFIDENTIAL, which is why they undertake not to disclose or transfer it, whether partially or entirely, to any third party, as well as not to use it for purposes other than those set forth in this agreement. The parties shall only make such information available to its employees and other personnel which have the need to know it, in order to carry out their duties, with respect to the obligations hereunder.

Therefore, it is understood by confidential information, any type of information qualified as such, and that is provided, partially or entirely, by any of the parties, whether directly or indirectly, orally (as long as it is recorded in written document or minute, or any other means of evidence which prove its transmission), in writing, in digital form, or reproduced by any means.

The parties agree to adopt the necessary and appropriate measures in order to require their personnel maximum discretion and professional secrecy regarding any information owned by UNM or by "Tecnológico de Monterrey" to which they may have access to under this agreement. They also undertake not to disclose any information deemed to be confidential, unless they have written authorization of its counterparty.

Proprietary or confidential information shall be subjected to the protection granted by this clause, unless:

1. It is information that at the time of its disclosure to the receiver party was already within public domain, without liability for the receiver party.

2. It is information that after its disclosure to the receiver party enters into public domain without liability for the receiver party.
3. It is information that the receiver party legally acquired from a third party, without any restriction regarding its use and/or its disclosure
4. It is information that the receiver party may prove, by means of written records of its independent development from the transmitter party, or that,
5. It is information revealed under a legal requirement; as long as the required party provides urgent notice to the other party of such requirement, and that both parties cooperate to legitimately minimize such disclosure.

FIFTH. - INTELLECTUAL PROPERTY: The parties agree that this instrument does not grant any license, or any type of right, regarding the counterparty's "Intellectual Property". For purposes hereof, "Intellectual Property" includes all registered and/or used trademarks in Mexico or abroad, by any of the parties, as well as any right over inventions (whether patented or not), industrial designs, utility models, confidential information, trade names, slogans, reserved rights, domain names, as well as any other economic right in any work or creations protected by copyrights, and any other type of industrial or intellectual property recognized or come to be recognized by the applicable laws.

Each of the parties undertakes not to use, commercialize, reveal to third parties, distribute, give away, or in any other way, dispose of any development made by the other party, or any material or excess material that results from Intellectual Property, without previous written authorization on behalf of the owner party; and once the maturity of this agreement is reached, such developments and materials shall be returned to their owner.

It is strictly prohibited to each of the parties and, if applicable, to their personnel, to reproduce any type of material that was provided to them or developed under this agreement, without authorization of the counterparty, under penalty of incurring in any fine under copyright laws, in addition this agreement's termination.

"UNM" also undertakes not to do, believe, nor suppose the existence of a partnership or relationship between "UNM" and "Tecnológico de Monterrey", or that the manufacturing of a product and/or the provision of a service is performed under certain rules, license, or authorization of "Tecnológico de Monterrey", or that it is providing a service with the latter's authorization or license; and at the same time "Tecnológico de Monterrey" reciprocally undertakes the same.

In addition, the parties agree not to misuse the image, logos, typography, brands, designs, or images in advertisement, undertaking to immediately remove and correct such advertisement material within a period no longer than 3 (three) days following the moment in which the correction of such advertisement material is requested in writing.

SIXTH. - CONFIDENTIALITY DUTY AND MANAGEMENT REGARDING PERSONAL DATA.

Each party (1) will comply with all data protection and privacy laws applicable in its respective jurisdiction; (2) will protect personal and sensitive data against loss, unauthorized disclosure and access; and (3) will take appropriate technical and organizational measures to protect such data.

SEVENTH.- EMPLOYER LIABILITY: The parties agree that this agreement may not be construed in any way as constitutive of any type of labor partnership or relationship between the parties; which is

why labor relationships, whether individual or collectively, shall remain in all cases between the hiring party and its respective personnel, even in cases when tasks are performed jointly and developed in the place or places where the subject matter of this agreement shall be performed, and/or with any of the parties' equipment.

EIGHTH. - AMENDMENTS: Any amendment, supplement, or clarification to the terms and conditions hereunder, shall be made in writing, duly signed by each of the parties' legal representative, and being such amendment, supplement, or clarification effective as of the date of its subscription.

NINETH. - EARLY TERMINATION: The parties agree that this agreement may be subjected to early termination by any of them, without judicial order being needed, as long as written notice is given within 12 months in advance, immediately proceeding with the determination of pending obligations on behalf of each of the parties, in order for them to liquidate them within the aforementioned term.

TENTH.- FORCE MAJEURE: Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of Nature, judicial action, unavailability or shortages of labor, materials or equipment, or failure or delay in delivery by suppliers or delays in transportation.

ELEVENTH. - ASSIGNMENT: Neither of the parties may assign, partially or entirely, the rights and obligations arising hereunder, without the counterparty's written consent.

TWELFTH. - ACKNOWLEDGEMENT: This agreement constitutes all agreement between the parties with respect to the subject matter hereof and supersedes any other negotiation, obligation or communication between them, whether written or oral, effected prior to the subscription date hereof.

THIRTEENTH. - DELEGATION. - "UNM" may execute legal actions with one or more individuals or entities, in order for them to comply with the subject matter of this agreement on behalf of "UNM", provided that the execution of such legal actions shall be subjected to the provisions previously made known to "Tecnológico de Monterrey", and the latter provides its written consent.

FOURTEENTH.- NOTICES: For purposes related to the application of this agreement and the receipt of legal notices, the parties state as their domiciles the following:

The Regents of The University of New Mexico
Legal Address 1 University of New Mexico MSC06 3850 Albuquerque, NM 87131-0001 USA

"Tecnológico de Monterrey"
Legal Address Pabellón Tec, Locales 4-6 Eugenio Garza Sada 427, Colonia Altavista, Monterrey, Nuevo León, C.P.64840., México

Any modification to the parties' domiciles shall be given in written notice to the other party (return receipt requested), at least 10 (ten) calendar days prior to the date in which such modification is to come into full force and effect.

FIFTEENTH.- DISPUTE RESOLUTION: Any dispute arising out of or in connection with this agreement, which cannot be resolved by mutual cooperation and amicable discussions between the administering offices shall be jointly referred to the Presidents of "UNM" and "Tecnológico de Monterrey" or their nominees, for resolution. Failing settlement by the Presidents or their nominees after thirty (30) days of referral, the Dispute shall be first submitted to mediation. This shall be conducted in English. A mediated settlement, if any, shall be reduced to writing. If necessary, such disputes shall be resolved through arbitration by a sole arbitrator in English in accordance with the Arbitration Rules of the International Chamber of Commerce: <https://cdn.iccwbo.org/content/uploads/sites/3/2017/01/ICC-2017-Arbitration-and-2014-Mediation-Rules-english-version.pdf.pdf>. The decision of the arbitrator shall be final and binding upon the parties hereto.

The parties state that this agreement is free from any fraud, mistake, duress, or bad faith, and from any other vice of consent that may invalidate it; which is why, mutually agreeing with the entire contents and form thereof, the parties state that it is within their will to sign in two counterparts, one for each party, such agreement, in order to evidence the foregoing and for all legal purposes that may arise, on the date of the last signature.

"UNM"

"Tecnológico de Monterrey"

THE REGENTS OF THE UNIVERSITY OF
NEW MEXICO

INSTITUTO TECNOLÓGICO Y DE
ESTUDIOS SUPERIORES DE MONTERREY



Dr. Nicole Tami

EXECUTIVE DIRECTOR FOR GLOBAL EDUCATION
INITIATIVES

Date: Oct 11, 2021

Dr. José Manuel Páez Borrillo

Vice-Rector for International Affairs

Date: Nov 30, 2021

Dirección de
Cooperación
Internacional

The above signatures correspond to agreement executed by University of New Mexico ("UNM") and Instituto Tecnológico y de Estudios Superiores de Monterrey ("Tecnológico de Monterrey"), on the date of the last signature.

**EXHIBIT A
FOR AN UNDERGRADUATE STUDENT EXCHANGE PROGRAM
ARISING FROM THE INTER-INSTITUTIONAL AGREEMENT OF COOPERATION
FOR A STUDENT EXCHANGE BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
AND
INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY**

1. **PURPOSE OF THE EXHIBIT:** This Exhibit arises from the Inter-institutional Agreement of Cooperation for a Student Exchange signed by the Regents of The University of New Mexico (hereinafter referred to as "UNM") and Instituto Tecnológico y de Estudios Superiores de Monterrey (hereinafter referred to as "Tecnológico de Monterrey"). The purpose of this Exhibit is to establish specific educational relations and cooperation for undergraduate student exchange between the two participating institutions.
2. "Tecnológico de Monterrey" is a multicampus system with different locations throughout Mexico. The programs derived from this agreement will be applicable to all "Tecnológico de Monterrey" campuses.
3. For each academic year, each institution will accept 4 (four) full-time students that fulfill the conditions described in item #4, for one semester each, or the equivalent as per the accompanying Guidelines:

GUIDELINES FOR STUDENT EXCHANGE BALANCE CALCULATION

"TECNOLÓGICO DE MONTERREY" STUDENTS AT "UNM"	=	"UNM" STUDENTS AT TECNOLÓGICO DE MONTERREY
One student full time enrolled for a semester	=	One student full time enrolled for a semester
One student full time enrolled for a semester	=	Three students enrolled for official short-term programmes (summer/winter)

4. The parties agree herein that the historical student exchange balance that resulted from the bilateral student exchange agreement signed by Tecnológico de Monterrey and "UNM" will be restarted, in such a way that the calculation of student exchange balance between the two institutions will start at zero from the date of commencement of the present agreement. The parties shall make reasonable efforts to involve equal numbers of students from each institution over the term of this Agreement. Typically, up to 2 students from each institution will participate in the exchange program each year for one academic session. The parties will adjust this number as needed to reach an overall balance of incoming and outgoing students. In assessing balance, one student registering for two academic sessions is equivalent to two students registering for one academic session. Any imbalance in a given semester ideally should be corrected in the subsequent year. If an imbalance continues for more than three consecutive academic terms (including summers), the party that has received the larger number of incoming students has the option to operate the exchange on a one-way basis until the imbalance is corrected, whereupon it will resume operating on a reciprocal basis as described above.

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. At "Tecnológico de Monterrey" some courses are taught in English.
6. The students participating in the exchange program will be extracted from all undergraduate programs, with the exception of those offered by the School of Medicine and Health Sciences in "Tecnológico de Monterrey" and its equivalent at "UNM", including the School of Medicine, Nursing and Pharmacy. Restrictions apply to Law, Nutrition, and Architecture courses. The parties agree that, if in the future they decide to start an exchange program for undergraduate and/or graduate students within these areas, they will sign the corresponding specific agreement separately considering their own conditions, vacancies and balance sheet.
7. The total number of credits that exchange students may earn at each institution is set forth as follows:

TECNOLÓGICO DE MONTERREY
Undergraduate
1 semester = 48 units = 6 courses
1 summer = 16 units = 2 courses

"UNM"
Undergraduate
1 semester = 12-15 credits = 4-5 courses

8. The selection procedure by which reciprocal exchange students are nominated is the sole responsibility of the student's home institution. Each institution reserves the right to accept or reject a candidate on the basis of regular academic selection criteria.
9. Each institution reserves the right to ask candidates to present all commonly required admission documents, as established by each institution's admission policies. For the purpose of this agreement, the following requirements have been established:

"Tecnológico de Monterrey" students at "UNM" will submit:	"UNM" students at "Tecnológico de Monterrey" will submit:
<ul style="list-style-type: none"> ▪ Official Transcript, with certified English translation, displaying at least a 3.0 cumulative GPA out of 4.0. ▪ Proof of financial sufficiency in form of: bank statement, letter from government or school awarding loans, scholarships, or grants which are less than six months old. ▪ Proof of English Sufficiency ▪ Copy of the biographical page of passport ▪ List of proposed courses to take at UNM 	<ul style="list-style-type: none"> ▪ International Student Application Form ▪ Official student transcript ▪ Four passport-size pictures ▪ Spanish placement test ▪ Proof of insurance that meets immigration minimum requirements ▪ Course registration (in accordance with the results of the Spanish language placement test)

10. A student's participation in the exchange opportunity will remain conditional upon the receipt of all required immigration documents and travel clearance. The host institution will endeavor to assist incoming students in obtaining the proper documentation.
11. The Host Institution may, in consultation with the Home Institution, ask a student to terminate their exchange and return to his/her Home Institution. Such circumstances include, but are not limited to the following:
 - a. Students who are NOT in good academic standing at the Host Institution upon completion of the first academic term, may not be permitted to renew for a second term
 - b. Violation of Home Institution's policies, rules, regulations, or code of conduct

- c. Student's actions place other students, faculty/staff, and/or community members at risk
 - d. Student is in violation of city/state/national laws and/or regulations
12. Students are expected to meet and maintain the minimal academic requirements of good standing applied by the host institution, and to take the equivalent of a full-time course load at the host institution.
 13. Participating exchange students will pay the regular tuition, applicable at the time of the students' participation in the exchange program, directly to their respective home institutions. The students will then exchange places with their counterparts at the other institution for the designated term(s) of study. Students will be financially responsible for:
 - a. Home institution tuition and fees, including differential tuition and/or specialized course fees, which are NOT part of base tuition and therefore not included in the tuition waiver.
 - b. Round-trip travel costs including passport, visa, etc.
 - c. Books, class materials, supplies, etc.
 - d. Any host-institution differential tuition, special course fees, laboratory fees, or recreation fees
 - e. Living expenses (accommodation, food, transportation, personal expenses, tourism, etc.)
 - f. Administrative fees applicable to all incoming international students, including specific student exchange fees.
 - g. Health and accident insurance that meets host-institution requirements.
 14. During their exchange program, students may only register for courses that grant credit towards a degree, as sanctioned by the academic authorities of the host institution.
 15. For a student to credit a course towards a degree, said course 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.
 16. 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 to those of their own by the student's home, according to its policies.
 17. "Tecnológico de Monterrey" and "UNM" 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.
 18. "UNM" authorizes "Tecnológico de Monterrey" to register "UNM" name in the official "Tecnológico de Monterrey" certificate of studies, in case requested by the student, with the unique purpose of demonstrating that the student studied on exchange at that host university. "Tecnológico de Monterrey" gives the corresponding authorization to "UNM".
 19. Grades at "Tecnológico de Monterrey" are manifested as whole numbers, on a scale from one to one hundred. The minimum passing grade for all courses at "Tecnológico de Monterrey" is 70 (seventy).

Tecnológico de Monterrey
100
99
98
97
96
95
94
93
92
91
90
89
88
87
86
85
84
83
82
81
80
79
78
77
76
75
74
73
72
71
70
69 or below = Failed

20. Grades at "UNM" are expressed in letters on a scale from F to A+. The minimum passing grade for all courses at "UNM" is C.

UNM
A+
A
A-
B+
B
B-
C+
C
C-
D+
D
D-
F

Selected students will, within reasonable limits, attempt to represent their home institution and country by means of their participation in organizations, service clubs, schools and other host community organizations, when requested.

21. COORDINATORS: Each of the parties shall appoint a coordinator for the activities mentioned in this exhibit, being such coordinators the following persons:

A) On behalf of "Tecnológico de Monterrey", Ofelia Teresita del Castillo Briseño Ph.D., Director of Academic Agreements at the International Office of the Vice Rectory for International Affairs who shall maintain communication with the person appointed for "UNM".

Telephone: +(52)(81)15513000 Ext. 4473

E- mail: partnerships@itesm.mx

Domicile: Avenida Eugenio Garza Sada #2501 Sur, Colonia Tecnológico, C.P. 64849, Monterrey, Nuevo León, México.

B) On behalf of "UNM", Todd Karr, Director of Education Abroad who shall maintain communication with the person appointed for "Tecnológico de Monterrey".

Telephone: +1-505-277-4032

E- mail: exchange@unm.edu

Domicile: Global Education Office, 2120 Mesa Vista Hall, MSC06 3850, 1 University of New Mexico, Albuquerque, NM, 87131-0001, USA.

The parties agree that the persons appointed as coordinators under this clause, shall have as a purpose to perform all necessary actions in order to facilitate the operation and execution of the subject matter of this legal instrument; nevertheless, any information, notice or communication related to the compliance of this agreement's clauses shall be made known to the counterparty in terms of clauses EIGHT and THIRTEEN; therefore, they shall not have powers to agree on any amendment to the content hereof.

Coordinators may be replaced at any time, as long as the party who makes such replacement provides written notice to the other party at least 30 (thirty) days prior to such situation, and fully identifies the new coordinator with the information required in this same clause in paragraph A or B, as applicable.

Once this EXHIBIT A was read by the parties, they ratify and subscribe it on the date of the last signature, there being two counterparts of this instrument.

THE REGENTS OF THE UNIVERSITY
UNIVERSITY OF NEW MEXICO

TECNOLÓGICO DE MONTERREY
INSTITUTO TECNOLÓGICO Y DE
ESTUDIOS SUPERIORES DE MONTERREY



Nicole Tami

Dr. Nicole Tami

Executive Director for Global Education
Initiatives

Date: Oct 11, 2021

[Handwritten Signature]

Dr. José Manuel Páez Borrillo

Vice-Rector for International Affairs

Dirección de
Cooperación
Internacional

Date: Nov. 30, 2021

The above signatures correspond to EXHIBIT A of the agreement executed by "UNM" (THE REGENTS OF THE UNIVERSITY OF NEW MEXICO) and Instituto Tecnológico y de Estudios Superiores de Monterrey (TECNOLÓGICO DE MONTERREY), on the date of the last signature.