AGREEMENT OF COOPERATION

BETWEEN

INSTITUTO TECNOLOGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY

AND

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

The University of Texas at San Antonio (hereinafter referred to as UTSA) and the Instituto Tecnologico y de Estudios Superiores de Monterrey, Mexico, (hereinafter referred to as ITESM or Tecnologico de Monterrey) enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between UTSA and ITESM are as follows:

- to promote and support academic, professional, research and intercultural activities and projects at the respective institutions, and
- to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

II.

To achieve these goals, UTSA and ITESM will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.
e. Cooperative/collaborative research projects

f. Cooperative and exchange lectures, conferences and seminars

g. Short term training programs/projects

h. Virtual programs

i. Cooperative study abroad programs

IV.

This general Agreement of Cooperation shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement.

VI.

Upon approval by each institution, this agreement shall remain in effect for a period of ten (10) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither UTSA nor ITESM shall be liable to the other for any monetary or other losses which may result.

VII.

This agreement or any associated agreements resulting from this agreement may be translated and executed by the institutions; however, if the terms and conditions in the English version of an agreement conflict with those in the foreign language version of the same agreement, the English version shall prevail.
PROGRAM AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS AT SAN ANTONIO AND
INSTITUTO TECNOLOGICO Y DE ESTUDIOS SUPERIORES
DE MONTERREY

-Visiting Students-

WHEREAS, The University of Texas at San Antonio ("UTSA") and Instituto Tecnológico y de Estudios Superiores de Monterrey ("Tecnológico de Monterrey"), have previously executed a Cooperation Agreement effective on February __, 2014; and

WHEREAS, UTSA and Tecnológico de Monterrey desire to implement the provisions of such Cooperation Agreement by providing students enrolled at Tecnológico de Monterrey with educational opportunities at UTSA; and

WHEREAS, UTSA and Tecnológico de Monterrey have defined these opportunities to include but not be limited to participation in research immersion programs ("Program").

NOW THEREFORE, subject to the terms, conditions, and provisions of such Cooperation Agreement, the parties agree as follows:

1.0 Term. This Agreement shall be effective from the date of its full execution and shall remain in effect for one year unless terminated earlier by either Institution ("Term"). The Institutions may renew the Agreement on an annual basis for an additional five years upon either Institution’s written notice to the other.

1.1 Agreements are based on the common trust and good faith of the parties. In case of disputes, the Institutions, through the liaisons designated herein, shall make a good faith effort to obtain an amicable resolution.

1.2 Termination by one institution shall be effected by giving the other institution at least 90 days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such 90 days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty.

1.3 Termination of the parent Cooperation Agreement also terminates this Agreement.

2.0 Program Students and Admission.

2.1 Tecnológico de Monterrey is a multi-campus system with 31 different locations throughout Mexico. The programs derived from this Agreement will be applicable to all Tecnológico de Monterrey campuses.

2.2 UTSA shall reserve space for the number of students agreed upon by the Institutions and listed below. UTSA and Tecnológico de Monterrey are not obliged to launch the program if Tecnológico de
Monterrey does not recruit the students as required and defined below. Should this happen, Tecnológico de Monterrey will not be committed to compensate either UTSA or the students for any damages that this situation might cause provided any cancellations dropping the number of students below the required minimum are received in compliance with Section 5.0 Program Payments.

a. During the term of this Agreement, Tecnológico de Monterrey may nominate to UTSA up to 12 undergraduate students per calendar year for the Program. The parties may increase this amount after the first year if the Agreement is renewed. There is no minimum for the Program.

2.3 Tecnológico de Monterrey will send to UTSA the list of the names of candidates to the Program on or before April 30th of each year for that year’s summer session. The list of students to participate in the Program will include their areas of interest for research, requested type of research and may also provide name(s) of UTSA faculty that the students are interested in working with. UTSA does not guarantee that students will be able to work with their preferred faculty member or in their preferred area.

2.4 UTSA and Tecnológico de Monterrey shall select students to participate in the Program based on demonstrated academic achievement and completion of curriculum that are a prerequisite for participation in the program.

a. Tecnológico de Monterrey will recommend students for the Program who have sufficient language proficiency to effectively participate in the instruction program offered at UTSA.

3.0 Course of Study. Student(s) may apply to any academic program available at either Institution, but each Institution reserves the right to exclude students from restricted enrollment programs including any specific research opportunities. Students from Tecnológico de Monterrey and UTSA will remain enrolled as regular degree candidates at their respective home Institution and will not be enrolled as candidates for degrees at the host Institution. Tecnológico de Monterrey’s students shall be considered fee paying visiting students for the duration of the Program.

4.0 Grade Reports. Within two weeks of the end of the Program as indicated in the attached Exhibit A, UTSA will forward to Tecnológico de Monterrey officials a certificate of completion for each student who successfully completes the Program, corresponding to a "Pass-Fail" grading system of UTSA.

5.0 Program Payments.

5.1 Tecnológico de Monterrey will pay to UTSA, the tuition, fees, board and certain meals of each student in accordance with previously agreed amounts listed in Exhibit A. The full amount of the costs for the Program is to be paid to UTSA in US dollars by ITESM within seven day of ITESM’s receipt of the invoice for the Program from UTSA but, no later than the start date of the Program listed in Exhibit A.

5.2 Tecnológico de Monterrey is responsible for communicating the cost to its students for participation in the Program and collecting such funds from its students. Any student cancellations prior to the expiration which are more than 30 days before start of the Program will be fully reimbursed.

5.3 Subsequent Programs. The amount to be remitted by Tecnológico de Monterrey for each of their students participating in the Program for subsequent years will be negotiated and agreed upon annually.
with UTSA for the following academic year. If written agreement cannot be reached between UTSA and Tecnológico de Monterrey on the amount to be remitted for each UTSA student six months prior to the start of the Program, then, in its sole discretion and without penalty under this Agreement, Tecnológico de Monterrey may elect not to send students to the Program.

6.0 **Lodging/Travel/Meals.** Unless specifically stated otherwise herein, all travel, living, and miscellaneous expenses incurred in attending Host Institution, including meals, transportation, and lodging, shall be the responsibility of the student.

7.0 **Designated Liaison.** Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under this Program Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Program Agreement. Additional Liaisons may be designated or updated as needed.

7.1 **UTSA:**

Dr. Donovan Fogt  
Director of Undergraduate Research, Vice President for Research Division  
1 UTSA Circle  
San Antonio, Texas UNITED STATES  
Donovan.fogt@utsa.edu  
+1.210.458.8227

7.2 **Tecnológico de Monterrey:**

Lic. Astrid Alejandra Vázquez Garza  
Dean of International Programs  
Tecnológico de Monterrey – Campus Monterrey  
Ave. Eugenio Garza Sada #2501 Sur, Colonia Tecnológico  
Monterrey, Nuevo León, MEXICO  
astrid.vazquez@itesm.mx  
+(52)(81)83581400 Ext. 3935

8.0 **Insurance.** Students shall be strongly recommended to obtain comprehensive health insurance, including medical evacuation and repatriation benefits. The Tecnológico de Monterrey will provide the insurance for health, evacuation, and repatriation for all of their students who participate in this program.

9.0 **Academic and Disciplinary Rules.**

9.1 The parties agree that students and faculty will enjoy the same rights and privileges enjoyed by other students and faculty of the Host Institution.

9.2 The parties agree that each Institution’s policies and rules covering matters of academic responsibility and standards of conduct will be applicable to students and faculty while attending the Host Institution. Students in the Program will be responsible for complying with any and all applicable laboratory and research related compliance and safety policies.
9.3 If Host Institution determines after investigation that a student or faculty member violated such a policy or rule while attending Host Institution, Host Institution may terminate the student or faculty member’s participation in the program.

9.4 If Home Institution determines that a student or faculty member violated its policies or rules while attending Host Institution, Host Institution shall cooperate and provide Home Institution with information relating to the student or faculty member’s conduct while attending the Host Institution.

10.0 Orientation

10.1 Upon the arrival of Home Institution faculty or students, Host Institution shall arrange and conduct a comprehensive on-site orientation program. This program may include but is not limited to a campus tour and information concerning the Host Institution’s policies on academic responsibilities and standards of conduct.

10.2 Host Institution shall exercise reasonable efforts to assist Home Institution faculty and students in securing appropriate visas, residence and work permits, and to provide sponsorship for immigration and other purposes in a timely fashion for all Home Institution faculty and their families.

10.3 Host Institution will assist Home Institution faculty and students to locate housing and provide other assistance to the visiting students and faculty.

11.0 FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), UTSA hereby designates Tecnológico de Monterrey as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by the Tecnológico de Monterrey to carry out the Program. Tecnológico de Monterrey agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

12.0 Budgetary Considerations. No implementation of any portion of the Agreements may be initiated prior to the written assurance of such budgetary availability to the other party. Tecnológico de Monterrey and its students are responsible for covering the costs of the Program as outlined in the attached Exhibit A. Should either Institution not have funding to carry out any obligations of a particular Program, it shall immediately notify the other Institution of such fact and of such portions of the Program Agreement that may be deemed terminated or modified due to the lack of funding.

13.0 Non-Discrimination. The parties agree to comply with all national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which Institution is subject.

14.0 Relationship of the Parties. Agreements shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to the Agreements are acting as independent contractors.
15.0 Use of Institutions' Name; Advertising and Publicity. Neither party shall use the other Institution's name, or any name that is likely to suggest that it is related to the other Institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other Institution.

16.0 Governing Law; Forum.

16.1 All activities conducted under the Agreements must be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of UTSA, these are the laws, rules, and regulations of the State of Texas and the United States of America. In the case of Tecnológico de Monterrey, these are the laws, rules, and regulations of Mexico.

17.0 Waiver. A waiver of any breach of any provision of the Agreements shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreements.

18.0 Non-Assignment. Neither party may assign Agreements without the advance written consent of the other. Agreements shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

19.0 Notices. Any notice to either party under the Agreements must be in writing signed by the party giving it, and shall be deemed given when received by the party’s designated representative. Notices shall be mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered to the following designated representatives:

To UTSA:

    Dr. Rene Zenteno
    Vice Provost for International Initiatives
    One UTSA Circle
    San Antonio, Texas 78249-0707
    rene.zenteno@utsa.edu

To Tecnológico de Monterrey:

    Lic. Astrid Alejandra Vázquez Garza
    Dean of International Programs
    Tecnológico de Monterrey – Campus Monterrey
    Ave. Eugenio Garza Sada #2501 Sur, Colonia Tecnológico
    Monterrey, Nuevo León, MEXICO
    astrid.vazquez@itesm.mx
    +(52)(81)83581400 Ext. 3935

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.
21.0 Conflict. In the event of conflict between the text of Cooperation Agreement and the text of this Agreement, the Cooperation Agreement shall govern.

22.0 Amendment of Agreements. No amendment to the Agreements shall be effective unless reduced to writing and executed by the authorized representatives of UTSA and Tecnológico de Monterrey.

23.0 Right of Inspection. Parties agree that each Institution shall permit the other Institution to inspect facilities and services utilized in connection with any activity conducted under the Agreements.

EXECUTED by The University of Texas at San Antonio and the Instituto Tecnológico y de Estudios Superiores de Monterrey in quadruplicate copies, each of which shall be deemed an original.

UNIVERSITY OF TEXAS AT SAN ANTONIO

Dr. Ricardo Romo
President
University of Texas at San Antonio

Date: 26/Jan/14

Dr. Rene Zenteno
Vice Provost
for International Initiatives
University of Texas at San Antonio

Date: 26/Jan/14

INSTITUTO TECNOLÓGICO Y DE ESTUDIOSUPERIORES DE MONTERREY

Ing. Víctor Gutiérrez Aladro
President
Tecnológico de Monterrey, North Zone

Date: 17/Jun/14

Ing. Joaquín A. Guerra Achem
Associate Vice President
for International Affairs
Tecnológico de Monterrey

Date: 18/Jun/14

Dirección de Cooperación Internacional
Exhibit A

UTSA Summer Immersion Program 2014

TERMS AND CONDITIONS

This document is an attachment to the Program Agreement between UTSA and Tecnológico de Monterrey and includes costs, Program dates and aspects of the programs for summer 2014. The Program may change and this Exhibit will be updated on an annual basis.

A. PROGRAM DATES

The STEM Research Immersion Camp will take place from June 2 – July 11, 2014
Students will arrive at UTSA on or around May 31, 2014 and depart by July 12, 2014.

B. PRICE & PROGRAM CONDITIONS

The costs of the Program, expressed in US dollars, is listed below for summer 2014.

<table>
<thead>
<tr>
<th>COST OF THE SUMMER IMMERSION PROGRAM TO ITESM (PER STUDENT), 2014</th>
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<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Housing</td>
</tr>
<tr>
<td>Housing Insurance</td>
</tr>
<tr>
<td>Lunch</td>
</tr>
<tr>
<td>Student Services Fee</td>
</tr>
<tr>
<td>Student Health Services Fee</td>
</tr>
<tr>
<td>Recreation Center Fee</td>
</tr>
<tr>
<td>Library Resources Fee</td>
</tr>
<tr>
<td>Student Identification Card</td>
</tr>
<tr>
<td>Student Data Management Fee</td>
</tr>
<tr>
<td>Bus Pass</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

Notes:

Students can add money to student card to buy more meals at Road Runner Café or to eat at national brand locations (except those closed for renovation)

Students can buy a 6 week parking pass for $36.00 in Residential Lot, if needed.
AFFILIATION AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS AT SAN ANTONIO AND
INSTITUTO TECHNOLOGICO Y DE ESTUDIOS SUPERIORES
DE MONTERREY

This Agreement is made between University of Texas at San Antonio ("UTSA"), a component institution of
the University of Texas System located in Bexar County, Texas, USA, and Instituto Tecnológico y de
Estudios Superiores de Monterrey ("ITESM") located in Monterrey, Nuevo León, Mexico.

RECITALS

WHEREAS, UTSA and ITESM have previously executed a Cooperation Agreement effective on
February 20, 2014 to which this Agreement is subject; and

WHEREAS, UTSA and ITESM desire to implement the provisions of such Cooperation Agreement by
providing students enrolled at ITESM with educational opportunities at UTSA and by providing
students enrolled at UTSA with educational opportunities at ITESM; and

WHEREAS, UTSA and ITESM have defined these opportunities to include but not be limited to
participation in graduate and undergraduate student exchange programs including international signature
study abroad programs (collectively “Program”).

NOW THEREFORE, subject to the terms, conditions, and provisions of such Cooperation Agreement,
the parties agree as follows:

1.0 Purpose of the Affiliation Agreement; Definitions.

1.1 The parties agree that this Agreement is incorporated into, and will provide the
foundation and framework for, the particular programs developed by academic and administrative units
from the two institutions and memorialized in Program Agreements.

1.2 “Agreements” refers to this Affiliation Agreement and any Program Agreement(s)
executed by the parties.

1.3 "Home Institution” is a party to this Agreement that sends its faculty members and/or
students to the other party (institution) for the purposes of teaching, study, and/or research.

1.4 "Host Institution" is a party to this Agreement that accepts the visiting faculty member(s)
and/or student(s) from the other party (institution) for teaching, study, and/or research.

1.5 “Program Agreement” is a duly, executed agreement that sets forth a particular
cooperative activities or program(s) that faculty or students participate in as authorized by this
Agreement but, which requires more specific details than this Agreement provides as determined by the
parties. Program Agreements shall not be effective until they have been reduced to writing and executed by the authorized representatives of the parties.

2.0 Program Students and Admission.

2.1 To be eligible for participation in this reciprocal student exchange program ("Program"), a student must be a full-time enrolled student of his/her Home Institution and meet all academic requirements for participating in the Program established by both the Home Institution and the Host Institution.

2.2 Each participating exchange student will take courses regularly offered at the Host Institution, with the understanding that the Host Institution may exclude exchange students from participation in restricted enrollment programs. Acceptance of transfer of academic credit will be determined by the Home Institution.

2.3 The term of study for exchange students participating in this Program shall be one academic year or less. The academic term (semester, trimester or session) starts on the first day of class and ends on the last day of the examination period or as indicated in a Program Agreement for shorter tailor made programs.

2.4 During the term of this Agreement, each year UTSA and ITESM may nominate to each other undergraduate or graduate exchange students for one academic year, one semester or one summer of studies with the other party as Host Institution. Two exchange students enrolling for one semester of study each is equivalent to one exchange student enrolling for one academic year of study. Similarly, three students enrolling for one regular summer session each is equivalent to one exchange student enrolling for one semester of study at the Host Institution. Reciprocity ratios for shorter programs (e.g. tailor made programs, etc.) will be determined by mutual agreement as needed. The Program will also be available to graduate students on a one to one basis by mutual agreement of both institutions.

2.5 The goal of the Program is to achieve a balanced rate of student exchange between the institutions, and the Program liaisons will cooperate in achieving this goal. There is no minimum number of students that either party must send each semester or academic year.

2.6 Participating exchange students will remain enrolled at their Home Institution, and will not be enrolled as degree candidates at the Host Institution.

2.7 UTSA and ITESM will send to each other the official postulation of student candidates to the Program on or before April 30th of each year for that year’s fall (August-December) semester; on or before October 15th of each year for the following year’s spring (January-May) semester and on or before April 15th of each year for the regular summer (June-July) session unless indicated otherwise in a Program Agreement.

2.8 The Home Institution shall nominate students to participate in the Program based on demonstrated academic achievement and completion of curriculum that are a prerequisite for participation in the Program. Students wishing to participate in the Program will submit an application
that shall include, but is not limited to, a copy of the candidate’s academic record, statement of eligibility for international travel, proof of health insurance and a recommendation for participation to be sent from the student’s Home Institution Program liaison to the Host Institution liaison.

2.9 The Home Institution will nominate students for the Program who have sufficient language proficiency to effectively participate in the instruction program offered at the Host Institution. Host Institution will make the final decision as to the acceptance of the student, according to its admission policies governing students, and will notify Home Institution in writing of acceptance or rejection.

3.0 **Course of Study.** Students must obtain all required approvals from the Home Institution. Each institution’s student(s) may apply to any academic program offered at the other institution, but the other institution reserves the right to exclude students from restricted enrollment programs. Students are expected to maintain the equivalent of a full-time course load at the Host Institution. The total number of credits that exchange students may earn at each institution is set forth as follows:

<table>
<thead>
<tr>
<th>ITESM</th>
<th>UTSA</th>
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<tbody>
<tr>
<td><strong>Undergraduate</strong>&lt;br&gt;1 semester = 48 units = 6 courses&lt;br&gt;1 summer = 16 units = 2 courses</td>
<td><strong>Undergraduate</strong>&lt;br&gt;1 semester = 18 credits = 6 courses&lt;br&gt;1 summer = 6 credits = 2 courses</td>
</tr>
<tr>
<td><strong>Graduate</strong>&lt;br&gt;1 semester = 48 units = 4 courses&lt;br&gt;1 summer = 24 units = 2 courses</td>
<td><strong>Graduate</strong>&lt;br&gt;1 semester = 12 credits = 4 courses&lt;br&gt;1 summer = 6 credits = 2 courses</td>
</tr>
</tbody>
</table>

3.1 To assist the Home Institution in the determination of course equivalencies, Host Institution will annually, unless indicated otherwise in a Program Agreement, provide to Home Institution course syllabi and the curriculum vitae, or similar documentation, of Host Institution instructors teaching Home Institution students that academic term.

4.0 **Grade Reports.**

4.1 Within six weeks of the end of each semester, Host Institution will forward to Home Institution officials grade reports for each student in the Program, in accordance with the grade equivalencies agreed upon by the institutions.

4.2 The institutions will be responsible for generating Program student enrollment information and reports and providing the same to the other institution. Each institution will provide the other with adequate information on the academic performance of the participating exchange student(s), to include notification of the students’ enrollment (during the first four weeks of each semester), the number of hours the student is enrolled for, and provide the student (and Home Institution) instructions on how to obtain a grade report or transcript at the completion of the course(s). The Host Institution will notify the Home Institution in writing in the event an exchange student withdraws from any course.
5.0 Program Payments. Unless specifically stated otherwise in a Program Agreement, all students admitted to the Program shall remain enrolled full-time and pay all required tuition (and other required fees applicable to exchange student participants) at the participating student's Home Institution. The Program Agreement(s) may delineate additional requirements for how payment is to be made for other specific Program(s).

5.1 Participating students are also required to pay all incidental fees required by the Host Institution; provided, however, the Host Institution shall not assess incidental fees against students participating in the Program, other than those fees normally paid by other students enrolled at the Host Institution. For example, incidental fees may include but are not limited to lab fees, studio fees, parking fees, etc.

5.2 If either institution collects tuition and/or other student payments to be transferred to the other institution, the institution collecting the student payments shall maintain at its principal place of business for the term and any renewal terms, business records, books, and account information related to such student payments which the other institution shall have the right to review with advance notice during normal business hours.

6.0 Lodging/Travel/Meals. Participating exchange students will be responsible for all expenses incurred for housing, travel, medical insurance and all other subsistence costs, and neither institution will be responsible for such charges.

7.0 Designated Liaison. Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under this Agreement and to address any concerns or disputes that may arise relating to the terms and conditions of this Agreement.

7.1 UTSA: Dr. Rene Zenteno
Vice Provost for International Initiatives
One UTSA Circle
San Antonio, Texas 78249-0707
Phone: (210) 458-4994
Email: rene.zenteno@utsa.edu

7.2 ITESM: Lic. Astrid Alejandra Vázquez Garza
Dean of International Programs
Tecnológico de Monterrey – Campus Monterrey
Ave. Eugenio Garza Sada #2501 Sur, Colonia Tecnológico
Monterrey, Nuevo León, MEXICO
astrid.vazquez@itesm.mx
+(52)(81)83581400 Ext. 3935

8.0 Term and Renewal. This Agreement shall be effective from the date of its execution and shall continue in effect for an initial period ending five years after the effective date ("Term"). After the initial Term, this Agreement shall continue from year to year unless one party gives the other party 180 days
prior written notice of intent to terminate. If such notice is given, this Agreement shall terminate: (a) at
the end of such 180 days; or (b) when all students enrolled in a course of study pursuant to this
Agreement at the time such notice is given have completed their respective courses of study, whichever
event occurs last.

9.0 Insurance. Exchange students and faculty shall be strongly recommended to obtain
comprehensive health insurance, including medical evacuation and repatriation benefits.

10.0 Academic and Disciplinary Rules.

10.1 The parties agree that exchange students and faculty will enjoy the same rights and
privileges enjoyed by other students and faculty of the Host Institution.

10.2 The parties agree that each institution’s policies and rules covering matters of academic
responsibility and standards of conduct will be applicable to students and faculty while participating in a
Program at or through the Host Institution.

10.3 If Host Institution determines after investigation that a student or faculty member violated
such a policy or rule while participating in a Program at or through the Host Institution, Host Institution
may terminate the student or faculty member’s participation in the Program.

10.4 If Home Institution determines that a student or faculty member violated its policies or
rules while participating in a Program at or through the Host Institution, Host Institution shall cooperate
and provide Home Institution with information relating to the student or faculty member’s conduct while
attending the Host Institution.

11.0 Orientation

11.1 Upon the arrival of Home Institution faculty or students, Host Institution shall arrange
and conduct a comprehensive on-site orientation program. This program shall include but is not limited
to information concerning the Host Institution’s policies on academic responsibilities and standards of
conduct, and report of crime statistics occurring on property owned or controlled by the institution in
accordance with applicable law.

11.2 Host Institution shall exercise reasonable efforts to assist Home Institution faculty and
students in securing appropriate visas, residence and work permits, and to provide sponsorship for
immigration and other purposes in a timely fashion for all Home Institution faculty and their families.

11.3 Host Institution will assist Home Institution faculty and students to locate housing and
provide other assistance to the visiting students and faculty.

12.0 Budgetary Considerations. Resources for implementation of Agreements may come from either
party, depending upon budgetary availability. Neither party is obligated to expend any resources in
connection with Agreements unless specifically stated otherwise in a Program Agreement. No
implementation of any portion of the Agreements may be initiated prior to the written assurance of such
budgetary availability to the other party hereto. To the extent any external funding is required by a party
in order to implement a Program Agreement and funding for such purposes is not appropriated to that institution or is not otherwise available to the institution, the institution shall have no further financial obligations upon such determination. Should either institution not have funding to carry out any obligations of a particular exchange effort conducted under a Program Agreement, it shall immediately notify the other institution of such fact and of such portions of the Program Agreement that may be deemed terminated or modified due to the lack of funding.

13.0 Non-Discrimination. The parties agree to comply with all national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which Institution is subject.

14.0 Relationship of the Parties. Agreements shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to the Agreements are acting as independent contractors. Faculty who participate in exchange programs remain employees of the Home Institution.

15.0 Use of Institutions’ Name; Advertising and Publicity. Neither party shall use the other institution’s name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.

16.0 Governing Law; Forum.

16.1 Agreements shall be governed by and construed under the laws of the State of Texas, which shall be the forum for any lawsuits arising from and incident to the Agreements.

16.2 All activities conducted under the Agreements must be conducted in accordance with the laws, rules, and regulations applicable to each institution. In the case of UTSA, these are the laws, rules, and regulations of the State of Texas and the United States of America. In the case of ITESM, these are the laws, rules, and regulations of the United Mexican States.

17.0 Waiver. A waiver of any breach of any provision of the Agreements shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreements.

18.0 Non-Assignment. Neither party may assign Agreements without the advance written consent of the other. Agreements shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

19.0 Notices. Any notice to either party under the Agreements must be in writing signed by the party giving it, and shall be deemed given when received by the party’s designated representative. Notices shall be mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered to the following designated representatives:
To UTSA:  Dr. Rene Zenteno  
Vice Provost for International Initiatives  
One UTSA Circle  
San Antonio, Texas 78249-0707  
Phone: (210) 458-4994  
Email: rene.zenteno@utsa.edu

To ITESM: Lic. Astrid Alejandra Vázquez Garza  
Dean of International Programs  
Tecnológico de Monterrey – Campus Monterrey  
Ave. Eugenio Garza Sada #2501 Sur, Colonia Tecnológico  
Monterrey, Nuevo León, MEXICO  
astrid.vazquez@itesm.mx  
+(52)(81)83581400 Ext. 3935

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Termination.

20.1 If either party materially breaches the terms and conditions of the Agreements and the parties have complied with paragraph 24 of this Agreement, the other party has the right to terminate the Agreements immediately upon written notice to the other or when all students enrolled in a course of study pursuant to this Agreement or a Program Agreement at the time such notice is given have completed their respective courses of study, whichever event occurs last.

20.2 Either party has the right, upon proper notice, to terminate or suspend its obligations under the Agreements or any specific Program for reasons of force majeure. “Force majeure” are circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the Agreements.

21.0 Conflict. In the event of conflict between the text of the Agreement of Cooperation and this Affiliation Agreement, this Agreement shall govern to the extent of the conflict.

22.0 Amendment of Agreements. No amendment to the Agreements shall be effective unless reduced to writing and executed by the authorized representatives of UTSA and ITESM.

23.0 Right of Inspection. Parties agree that each institution shall permit the other institution to inspect facilities and services utilized in connection with any activity conducted under the Agreements.

24.0 Resolution of Disputes. Agreements are based on the common trust and good faith of the parties. In case of disputes, the parties, through the liaisons designated in this Agreement, shall make a good faith effort to obtain an amicable resolution.
25.0 **Headings.** The headings of the paragraphs, articles, and sections of this Agreement are for convenience only and shall not be a part of or affect the meaning or interpretation of this Agreement.

EXECUTED by The University of Texas at San Antonio and the Instituto Tecnológico y de Estudios Superiores de Monterrey in quadruplicate copies, each of which shall be deemed an original.

**UNIVERSITY OF TEXAS AT SAN ANTONIO**

Dr. John Frederick  
Provost and Vice President for Academic Affairs  
University of Texas at San Antonio  

Date: **Sept. 2, 2014**  

Dr. Rene Zenteno  
Vice Provost  
for International Initiatives  
University of Texas at San Antonio  

Date: **Sept. 2, 2014**

**INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY**

Ing. Víctor Gutiérrez Aladro  
Rector and Legal Representative  
Tecnológico de Monterrey, North Zone  

Date: **Sept. 2, 2014**  

Ing. Joaquín Guerra Achem  
Associate Vice Rector  
for International Affairs  
Tecnológico de Monterrey  

Date: **Nov. 2, 2014**