

*MEMORANDUM OF UNDERSTANDING*

**INTER-INSTITUTIONAL AGREEMENT OF CO-OPERATION AND STUDENT EXCHANGE**

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**BETWEEN:**

Instituto Tecnológico y de Estudios Superiores de Monterrey (Monterrey, Nuevo León, México)

**AND**

North Dakota State University (Fargo, North Dakota, U.S.A.)

**THE PARTIES HAVE AGREED AS FOLLOWS:**

**A. INTERPRETATION**

In this Agreement unless the context otherwise indicates:

"Home Institution" means the institution sending the students.

"Host Institution" means the institution receiving the students.

**B. CO-OPERATION**

The purpose of this agreement is to promote and expand international understanding, development, and friendship by stimulating and supporting educational, professional, and intercultural activities and projects among students and staff of the two institutions, (NDSU and ITESM), and the respective communities which support these institutions.

1. The two institutions shall encourage co-operation in any discipline which is studied in both institutions.
2. The two institutions shall seek to promote:
  - (a) exchange of information and materials that are of mutual interest.
  - (b) student, faculty, and staff exchanges between the two institutions.
  - (c) other forms of co-operation which the two institutions may jointly arrange.
3. The two institutions shall decide through consultation, the specific areas and details of co-operation within the frame work of this agreement.
4. The financial arrangements involved in the implementation of this agreement for non student issues shall be settled through negotiations between the two institutions with respect to programs.

5. Both institutions realize that in general the language of instruction of ITESM is Spanish and at NDSU the language of instruction is English.

**C. STUDENT EXCHANGE**

1. Each institution may normally exchange up to 3 students per semester, for a period not exceeding one year as indicated in the table below:

**TABLE OF EQUIVALENCIES**

**ITESM STUDENTS**

**NDSU STUDENTS**

One Semester or Trimester  
ONE STUDENT full time  
graduate or undergraduate

=

One Semester or Trimester  
ONE STUDENT full time  
graduate or undergraduate

One semester or trimester  
ONE STUDENT full time  
graduate or undergraduate

=

One Summer  
THREE STUDENTS full time in  
Intensive Spanish or  
Business in Mexico Programs

One semester or trimester  
ONE STUDENT full time  
graduate or undergraduate

=

One Semester  
ONE STUDENT in intensive  
Spanish

2. The home institution will screen applications from its students and recommend students to the host institution for invitation. The host institution must be notified of the recommendation at least four months prior to the intended commencement date of the exchange period. All prospective students will be required to meet the admission standards of the host institution.
3. The selection procedure by which reciprocal exchange students are nominated is the responsibility of the sending institution. The candidates may be either undergraduate or graduate students. Each institution reserves the right to require candidates to complete the admission documents required by each institution. Each institution reserves the right to accept or reject for admission to the institution each candidate on the basis of regular academic selection criteria and to accord such student status as may be appropriate at the time of admission.
4. Participating students are subject to the admissions regulations, including language proficiency, class performance standards and other policies of the host institution. Students are expected to meet the minimal academic "good standing" requirements of the host institutions.
5. While at the host institution, students will take courses in or subjects similar to those required in their home institution's course. The exact program of each student will be determined by the student with the approval of his or her supervisors at the home institution and the host institution.

6. The students will be enrolled as non-degree students. Transcripts of results will be provided to the home institution as soon as practicable after completion of the exchange.
7. Each student will register and pay tuition and other required fees at his or her home institution. The host institution will waive tuition and other required fees for the exchange student.
8. Students enrolled in the host institution will be subject to the same rules and regulations that apply to local students and those required by the federal government of all international students. Students will be eligible for all the services and rights normally provided to locally enrolled students as well as the special services needed by students who are studying abroad.
9. Each institution will provide the incoming exchange student with assistance in arranging accommodation for the exchange period. Each institution will provide outgoing students with preparatory information and incoming students with orientation information.
10. Each student will be responsible for arranging the necessary visa and the costs of accommodations (including vacation periods), international travel, travel in the host country, books, equipment, consumables, hospitalization, *required* health insurance, and other incidental expenses arising out the exchange, including any costs over and above tuition and fees required for international students.
11. The number of students participating in the exchange may be modified in the future by mutual agreement in writing signed by both parties, and any imbalance in numbers will be compensated for in succeeding years. No exchange of funds between the two institutions will occur.
12. Selected students will within reasonable limits, attempt to represent their home institution and country to organizations, service clubs, schools, churches and other host community organizations by making appropriate presentations to them.

#### **D. LIAISON**

Each institution will name an individual staff member to serve as the liaison officer with his/her counterpart at the other institution. These staff members will be responsible for providing appropriate information about the other institution, community, and regulations, including governmental, so that students receive adequate pre-arrival information.

#### **E. COMMENCEMENT AND DURATION**


1. This agreement shall commence on the first day of January, 1994.
2. The duration of this Agreement is for three years from the commencement date unless otherwise agreed between the parties in writing each year. Determination of continuation status will be made during the Fall Semester of each year. Program continuation will result from the affirmative response of both institutions based on an annual review/evaluation.


**F. TERMINATION**


The termination notification should be received by the other part before January 31 of the terminal year. The termination date may be either the end of the Spring Semester or the end of the regular Summer Session of the terminal year. The parties may mutually agree to terminate the Agreement at any time.


**G. REVIEW**


The Agreement will be reviewed by the parties annually on a date to be agreed between the parties.


  
Ing. Ramón de la Peña  
Rector  
ITESM - Campus Monterrey

  
J. L. Ozbun  
President  
North Dakota State University

  
Lic. Sergio Sierra  
Director de Desarrollo y Servicios Académicos  
ITESM - Campus Monterrey

  
Sharon A. Wallace  
Vice President for Academic Affairs  
North Dakota State University

  
Lic. Leticia Santos  
Directora de Programas Internacionales  
ITESM - Campus Monterrey

  
Virginia M. Packwood  
Director, Office of International Programs  
North Dakota State University

Nov. 19, 1993  
Date

November 2, 1993  
Date


**RENEWAL OF  
AGREEMENT OF COOPERATION  
BETWEEN  
THE INSTITUTO TECNOLOGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY  
(MONTERREY, NUEVO LEON, MEXICO)  
AND  
NORTH DAKOTA STATE UNIVERSITY  
(FARGO, NORTH DAKOTA, USA)**

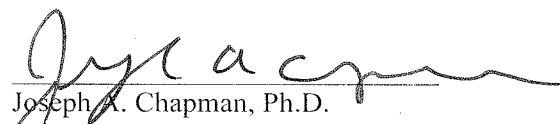
North Dakota State University (hereafter referred to as NDSU), Fargo, North Dakota, USA, and the Instituto Tecnológico y de Estudios Superiores de Monterrey (hereafter referred as ITESM), Monterrey, Nuevo León, México, agree to renew their agreement for educational cooperation signed in 1993.


This agreement will be in effect from the date of its last signature for a period of five years. It shall be extended automatically for an additional period of five years at each expiration date. Either institution may however terminate the agreement at anytime by giving six months written notice of such intent to the other institution.


The parties convene that the Agreement does not give NDSU or ITESM 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 with out the owner's permission

In witness whereof, the parties hereto have offered their signatures:

  
\_\_\_\_\_  
Dr. Alberto Bustani  
President and Legal Representative  
INSTITUTO TECNOLOGICO DE ESTUDIOS  
SUPERIORES DE MONTERREY  
Monterrey Metropolitan Area  
DATE 06.06.05

  
\_\_\_\_\_  
Joseph A. Chapman, Ph.D.  
President  
NORTH DAKOTA STATE UNIVERSITY  
DATE 3/25/05

  
\_\_\_\_\_  
Dr. Enrique Zepeda  
Vice-President of Internationalization  
INSTITUTO TECNOLOGICO DE ESTUDIOS  
SUPERIORES DE MONTERREY  
ITESM System  
DATE 18/07/05

  
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Kerri Spiering  
Director, International Programs  
NORTH DAKOTA STATE UNIVERSITY  
DATE March 24, 2005