

**INTER-INSTITUTIONAL AGREEMENT OF COOPERATION
BETWEEN
NORTH DAKOTA STATE UNIVERSITY
(FARGO, USA)
AND
INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY,
(MÉXICO)**

Inter-institutional agreement of cooperation entered and executed by **NORTH DAKOTA STATE UNIVERSITY** who hereinafter shall be referred to as **NDSU**, represented herein by **Dr. Dean L. Bresciani**; 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 Borrallo**, pursuant to the following representations and clauses.

RECITALS

I. NDSU, THROUGH ITS LEGAL REPRESENTATIVE, HEREBY REPRESENTS THAT:

- A) It is a public, land-grant institution of higher education, established by the North Dakota State Constitution, Article VIII.
- B) Its President, Dean Bresciani, has all the necessary and sufficient powers to execute this agreement, on behalf of the UNIVERSITY.
- C) Its domicile is located at 1340 Administration Ave., Fargo, ND 58102, United States of America.

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 Borrallo, 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de Comercio de Nuevo León” (Public Register of Property and Commerce of Nuevo León State) and that such powers have not been revoked nor modified.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, México.

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 Inter-institutional agreement of cooperation (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: **NDSU** and the **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 **NDSU** and the **TECNOLÓGICO DE MONTERREY**. Detailed aspects and specification are outlined in **EXHIBIT A** which signed by both parties, is an integral part of this instrument.

SECOND. - TERM: This agreement shall have a duration of 5 years (five years), which shall be effective as of the date of the last signature.

THIRD. - COORDINATORS: Each of the parties shall appoint a coordinator for the activities hereunder, being such coordinators the following persons:

- A) On behalf of **TECNOLÓGICO DE MONTERREY**, Dr. Ofelia Teresita del Castillo-Briseño, Director of Academic Agreements, Office of Internationalization, Vice-Rectorcy for International Affairs of **TECNOLÓGICO DE MONTERREY** who shall maintain communication with the person appointed for **NDSU**

Telephone: +(52)(81)8358-1400 Ext. 3836

E- mail: partnerships@itesm.mx

Domicile: Av. Eugenio Garza Sada 2501 Col. Tecnológico CP 62489 Monterrey, Nuevo León, MEXICO.

- B) On behalf of **NDSU**, Alicia Kauffman, Director, Office of International Student and Study Abroad Services, who shall maintain communication with the person appointed for **TECNOLÓGICO DE MONTERREY**.

Telephone: +1 701-231-8046

E- mail: Alicia.Kauffman@ndsu.edu

Domicile: 1401 Administration Ave, MU 116, Fargo, ND 58102

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 FOURTEENTH; therefore, they shall not have powers to agree on any amendment to the content hereof.

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 **NDSU** 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.

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 mean.

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 **NDSU** 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.

The parties agree to keep all transferred information as confidential during the effective term of the agreement and for a 5 (five) year period following the regular, extended, or early termination of this agreement. Through such period, the receiver party shall use such information exclusively in connection with its obligations hereunder and under any other covenant or agreement that arises from or in connection with this agreement, and 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.

Confidential information of third parties held by one of the parties and revealed to the other shall be kept as confidential under the same terms and conditions set forth by such third party, notwithstanding any other provision set forth herein.

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.

The receiver party shall have the obligation to return or, if authorized in writing by the transmitter party, to destroy all confidential information and copies thereof, received under this agreement, upon written request of the transmitter party, as of the termination date of this agreement.

In addition, the parties shall be responsible for any misuse or revelation to third parties that is not expressly authorized by the owner party, of the confidential or proprietary information they may do, whether directly or through its personnel; which is why, the parties shall make known to all their employees and dependents that have access to the information, their obligation regarding the same, provided that they must use and be required to observe, on a total reserve and confidentiality basis, such documentation and information.

In the event of a breach, or an alleged breach, either party may seek damages in a court of competent jurisdiction.

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.

The Parties also undertake not to do, believe, nor suppose the existence of a partnership or relationship between **NDSU** 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 to be granted by the other party, or that it is providing a service with the other party's authorization or license.

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. - The parties agree to comply with all applicable legal provisions regarding personal data protection, which is why the possible managing of information and personal data shall be exclusively used to comply with the purposes for which it was gathered, and exclusively for complying with the subject matter of this agreement, without possibility of being transferred.

In addition, it is strictly prohibited for the parties to manage, store, or use Personal Data for purposes other than compliance with the subject matter of this agreement;

Regarding personal data, the parties specifically agree:

1° To use or apply personal data exclusively for the performance of the agreed services under this Agreement.

2° Not to communicate them, not even for purposes of their preservation, to other persons or third parties; neither shall they communicate the elaborations, assessments, or similar processes, as aforementioned, nor duplicate or reproduce the entirety or part of the information, results, or relationships thereof.

3° To ensure that such data is exclusively handled by those employees whose intervention is required for this agreement's purposes.

4° To authorize the controls and audits that **TECNOLÓGICO DE MONTERREY** may reasonable intent to perform, for purposes of verifying **NDSU's** compliance hereunder, and the fact that **TECNOLÓGICO DE MONTERREY** may add control records to the personal data provided.

5° Once the agreement has ended, to destroy such data or, if **TECNOLÓGICO DE MONTERREY** requires so, to return such data to the latter, as well as the support or documents in which they rely, without keeping any copy.

TECNOLÓGICO DE MONTERREY Privacy Notice for Students is included in the following link:

<https://tec.mx/en/privacy-notice-students> .

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.

EIGHT. - 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 30 (thirty) days 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. - RESCISSION: Any of the parties, at any time, may to subject this agreement to rescission, without incurring in any liability whatsoever, if the counterparty incurs in any violation of the terms and conditions set forth in the ongoing clauses; and the damaged party shall be obliged to provide notice with 10 (ten) days in advance to the date in which the rescission shall come into effect.

In the event any of the parties herein provides notice of rescission to its counterparty pursuant to the terms set forth in the preceding paragraph, the latter has a 5 (five) business days-term as of the date in which it receives notice to appear before a court to state what it considers legally appropriate, regarding the motive of rescission or breach of its obligations; if such term elapses and the party does not states anything in its defense, or if after analyzing the reasons given by it, the damaged part considers that they are not satisfactory, then rescission shall come into full force and effect, applying the provisions set forth in the final part of clause NINETH above. The party in breach of this agreement undertakes to pay the other for all damages that such breach has caused.

ELEVENTH.- FORCE MAJEURE: Failure of any of the parties to comply with any of its obligations hereunder, shall not be considered as negligence or breach hereof, as long as such failure arises from a force majeure event and the affected party by such event had: a) adopted all appropriate preventive measures, due care and taken all reasonable alternative measures in order to comply with the terms and conditions hereunder; and b) informed the other party about such event as promptly as possible.

For purposes of this clause, "Force Majeure" means an event that is out of reasonable control of any of the parties and makes compliance with that party's obligations impossible to perform, or be deemed as not viable or impossible to perform due to those circumstances.

Any period within which **TECNOLÓGICO DE MONTERREY** shall perform any activity or task under this agreement, shall be extended for a period equivalent to that in which such party was not able to perform such activity because of the force majeure event.

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

THIRTEENTH. - 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.

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:

NORTH DAKOTA STATE UNIVERSITY
Legal Address Office of International Student and Study Abroad Services, 1401 Administration Ave, Memorial Union, 116, Fargo, ND 58102 USA

TECNOLÓGICO DE MONTERREY
Legal Address Pabellón Tec, Locales 4-6 Eugenio Garza Sada 427, Colonia Altavista, Monterrey, Nuevo León, C.P.64840

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.- GOVERNING LAW: Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the institutions shall be jointly referred to the President of **NDSU** and the Vice-Rector for International Affairs of **TECNOLÓGICO DE MONTERREY**. Where the dispute remains unresolved ninety (90) days after such referral, the dispute may be resolved through mediation.

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 such agreement, in order to evidence the foregoing and for all legal purposes that may arise.

Date of signature:

9-10-19

Date of signature:

NORTH DAKOTA STATE UNIVERSITY

TECNOLÓGICO DE MONTERREY

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



Dr. Dean L. Bresciani

President

Fargo, ND, USA



Dr. José Manuel Páez Borrillo

Vice-Rector for International Affairs

Monterrey, Nuevo Leon, Mexico



**Dirección de
Cooperación**

The above signatures correspond to agreement executed by North Dakota State University (NDSU) and Instituto Tecnológico y de Estudios Superiores de Monterrey (TECNOLÓGICO DE MONTERREY).

EXHIBIT A
ARISING FROM THE INTER-INSTITUTIONAL AGREEMENT OF COOPERATION
BETWEEN NORTH DAKOTA STATE UNIVERSITY (NDSU)
AND
INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY (TECNOLÓGICO DE
MONTERREY)

1. **TECNOLÓGICO DE MONTERREY** is a multicampus system with different locations throughout Mexico. The programs derived from this Exhibit A will be applicable to all **TECNOLÓGICO DE MONTERREY** campuses.
2. Each institution will accept 5 full time students on a one-for-one basis from the other Institution for undergraduate study during the academic year, according to the following mutually developed statement of equivalency:

STUDENT BALANCE

**TECNOLÓGICO DE MONTERREY STUDENTS AT
NDSU**

**NDSU STUDENTS AT TECNOLÓGICO DE
MONTERREY**

One undergraduate student full-time enrolled for a semester.

= One undergraduate student full-time enrolled for a semester.

One undergraduate full-time enrolled for a semester.

= Three undergraduate students full-time enrolled for a summer or winter session.

3. 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 student balance chart shown above. However, the balance of the exchange is to be flexible within reasonable limits and will not involve any financial transactions between the institutions.
4. Both institutions realize that, in general, the language of instruction of the **TECNOLÓGICO DE MONTERREY** is Spanish (some courses are offered in English) at **NDSU** the language of instruction is English.
5. Participants in the program will be drawn from undergraduate programs at **NDSU** 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 forth as follows:

TECNOLÓGICO DE MONTERREY

Undergraduate
 1 semester = 48 units = 6 courses
 1 summer = 16 units = 2 courses

NDSU

Undergraduate
 1 semester = 12-15 credits = 4-5 courses
 1 summer = 9 credits = 3 courses

6. Participants from **NDSU** can take courses in **TECNOLÓGICO DE MONTERREY** from the schools of Business, Engineering, Humanities, Architecture and Design, Social Sciences and Government. Participants from **TECNOLÓGICO DE MONTERREY** can take courses at **NDSU** from the schools of Agriculture, Food Systems and Natural Resources, Arts, Humanities and Social Sciences, Business, Engineering, Human Sciences and Education and Science and Mathematics. The following areas of study for participants from **TECNOLÓGICO DE MONTERREY** at **NDSU** are restricted: *Accounting, Finance, Interior Design, Nursing, the Intensive English Language Program, Pharmacy, Architecture and Landscape Architecture, Construction Management, Construction Engineering, Mathematics, and Teacher Education.*
7. The official academic calendar for **TECNOLÓGICO DE MONTERREY** is from August to December and from February to June, with summer school during July and winter school during January. The official academic calendar for **NDSU** is from August to December and from January to May.
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 NDSU will submit:	NDSU students at TECNOLÓGICO DE MONTERREY will submit:
<ul style="list-style-type: none"> ▪ NDSU Exchange Student Application for Admission ▪ English Proficiency Test Results ▪ Official college/university transcripts ▪ English translation of transcripts ▪ Financial documentation showing minimum funding for period of study ▪ Copy of passport 	<ul style="list-style-type: none"> ▪ International Student Application Form ▪ Official student transcript ▪ Four passport-size pictures ▪ Spanish placement test ▪ 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. Participating students are subject to the admission regulations, class performance standards and other academic and administrative policies of the host institution. 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.
12. Students are expected to meet and maintain the minimal academic requirements of good standing applied by 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.

14. Students will cover all corresponding costs for room and board at the host institution, if available. If not, each host institution will assist incoming students in securing suitable housing for the duration of the participants' exchange program.
15. 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.
16. Each participant must provide evidence of holding a valid health insurance policy 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 adequate medical /health insurance, covering their entire stay; this insurance will include coverage for repatriation of remains. **TECNOLÓGICO DE MONTERREY** students at **NDSU** are required to purchase the **NDSU international student health insurance policy**.
17. 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.
18. 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.
19. 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.
20. **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.
21. **NDSU** authorizes **TECNOLÓGICO DE MONTERREY** to register the **NDSU** 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.
22. 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).
23. Grades at **NDSU** are expressed in letters on a scale from A-F with 1-4 honor points per credit. The minimum passing grade for all courses at **NDSU** is a D (1.0).

24. 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.

Date of signature:

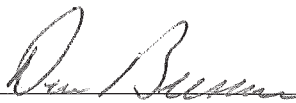
9-10-19

Date of signature:

NORTH DAKOTA STATE UNIVERSITY

TECNOLÓGICO DE MONTERREY

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



Dr. Dean L. Bresciani

President

Fargo, ND, USA



Dr. José Manuel Páez Borralló

Vice-Rector for International Affairs

Monterrey, Nuevo Leon, Mexico



The above signatures correspond to agreement executed by North Dakota State University (NDSU) and Instituto Tecnológico y de Estudios Superiores de Monterrey (TECNOLÓGICO DE MONTERREY).

**Dirección de
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