COLLABORATION AGREEMENT

ENTERED INTO BY ONE PARTY,
THE JUDICIAL POWER OF THE STATE OF TAMAUJIPAS, HEREINAFTER
REFERRED TO AS "THE JUDICIAL POWER OF TAMAUJIPAS",
REPRESENTED IN THIS DOCUMENT BY MAGISTRATE ARMANDO VILLANUEVA
MENDOZA, IN HIS CAPACITY AS PRESIDENT OF THE SUPREME COURT OF
TAMAUJIPAS

AND

TEXAS STATE UNIVERSITY, HEREINAFTER REFERRED TO AS "TEXAS STATE",
REPRESENTED BY DR. EUGENE BOURGEOIS, THE PROVOST OF "TEXAS
STATE ", WHO JOINTLY WILL BE REFERRED TO AS "THE PARTIES" AND WHO
FORMALIZE THIS COLLABORATION AGREEMENT PURSUANT TO THE
FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

I. TEXAS STATE declares through its representative:

I.1. That it is a public institution of higher education with its official headquarters
located in San Marcos, Texas, authorized by the State of Texas and accredited
by the Southern Association of Colleges and Schools Commission on Colleges.

I.2. That its objectives are to:
   a) Promote academic quality by building and supporting a distinguished faculty;
   b) Provide opportunities for a public university education and contribute to
      economic and cultural development;
   c) Provide a premier student-centered, educational experience that fosters
      retention and success;
   d) Enrich its learning and working environment by attracting and supporting a
      more diverse faculty, staff, and student body;
   e) Develop and manage human, financial, physical, and technological resources
      effectively, efficiently, and ethically to support the university's mission.

I.3. That its Provost, Dr. Eugene Bourgeois, has authority delegated by the President
to enter into agreements and contracts with other institutions;
I.4. That its legal address for the execution of this agreement is 601 University Drive, San Marcos, Texas 78666, United States of America.

II. "THE JUDICIAL POWER OF TAMAULIPAS" declares through its representative:

II.1. That in accordance with the provisions of articles 101 of the Political Constitution of the State of Tamaulipas, and 2° of the Organic Law of the Judicial Power of the State of Tamaulipas, it has authority to exercise the administration and delivery of justice through the judicial function, in matters of general jurisdiction and, in addition, that President Armando Villanueva Mendoza is the legal representative of the entity.

II.2. That President Armando Villanueva Mendoza's current position was conferred upon him in a session of the Full Supreme Court of Justice of the State on January 16, 2013, under the terms of articles 108 of the Political Constitution of the State of Tamaulipas, in correlation with article 20, part X of the Organic law of the Judicial Power of the State of Tamaulipas; manifesting also, sworn to tell the truth, that as of this date, his appointment has not been revoked or limited; therefore, he has legal capacity to enter into the present agreement.

II.3. That President Armando Villanueva Mendoza has the capacity to enter into the present instrument, in terms of what is provided in in article 25, part V of the Organic Law of the Judicial Power of the State of Tamaulipas, in correlation with article 24, part I.

II.4. That its legal address for purposes of this agreement is at Calles 6 y 7 Ceros Boulevard Praxedis Balboa, entre López Velarde y Díaz Mirón, número 2207, de la Colonia Hidalgo, de Cd. Victoria, Tamaulipas, C.P. 87090.

III. "THE PARTIES" declare that:

III.1. They mutually recognize the capacities of each other's representatives.

III.2. That each one of them has the resources necessary to fulfill the purpose of the present agreement, and agrees to perform the following:
CLAUSES

FIRST.- OBJECTIVES.
The present Agreement has as its objectives:

a) To increase and facilitate society’s access to the delivery of justice through alternative mechanisms for the solution of conflicts, with the help of Information and Communication technologies, as well as promote the culture and use of alternative mechanisms for the solution of conflicts within the jurisdiction of the signing parties;

b) To promote the Exchange of scientific and cultural knowledge about alternative mechanisms for the solution of conflicts;

c) To encourage research and training about alternative mechanisms for the solution of conflicts.

SECOND.- COLLABORATION OF “THE PARTIES”.
With the goal of achieving the objectives of the present instrument, “THE PARTIES” declare that they intend to collaborate within the framework of this Collaboration Agreement. The projects that could result in specific agreements between “THE JUDICIAL POWER OF TAMAULIPAS” and “TEXAS STATE” include the following:

a) Conduct joint actions to promote and coordinate the creation and operation of long-distance mediation programs, through the use of videoconferences;

b) Perform joint research and studies, tending to improve the application of alternative mechanisms for the peaceful solution of conflicts;

c) Offer long-distance Mediation and Conciliation services, in a free, quick, confidential, impartial and honest manner, to the people of Tamaulipas and Texas who, because of their geographic location, find themselves distant from each other, thereby providing a communication alternative for the people;
d) Organize promotion and diffusion events relative to alternative mechanisms for the peaceful solution of conflicts;

e) Organize training courses relative to alternative mechanisms for the peaceful solution of conflicts, especially long-distance mediation;

f) Monitor the listed activities.

THIRD.- MONITORING COMMITTEE.
To monitor the activities of the present Agreement, the parties agree to name a "MONITORING COMMITTEE". "THE JUDICIAL POWER OF TAMAULIPAS" will be represented through Lic. Roberto Montoya González, the Director of the Center of Alternative Mechanisms for the Solution of Conflicts, and "TEXAS STATE" will be represented through Dr. Walter A. Wright.

In addition, it is agreed that this Committee will have, by way of example and not limitation, the following functions:

a) Coordinate the exchange of information;

b) Plan schedules of activities;

c) Supervise, approve and evaluate its activities;

d) Be the official means of communication between "THE PARTIES";

e) Any other functions that "THE PARTIES" may grant to it.

FOURTH.- TERM.
"THE PARTIES" agree that the term of this Agreement will be for a period of five (5) years, with the option of renewing for another five (5) years beginning upon its signature, provided that either of "THE PARTIES" will be able to terminate it, upon written notice to the other party, with 30 days’ advance written notice, without prejudice to the conclusion of any activities that may be in progress.

FIFTH.- TRANSFER OF RIGHTS.
By virtue of the nature of the present instrument, neither of "THE PARTIES" may cede nor transfer, totally or partially, the rights derived from the present Agreement.
SIXTH.- GRATUITOUSNESS.
The present Agreement will be gratuitous for the parties, so no payment or remuneration may be required in Courts by virtue of its execution. "THE PARTIES" will absorb the inherent costs that they may generate to comply with the present Agreement in general, and in the case of special events and programs, the expenses will be as agreed, contingent on budgetary availability for each project and mutual participation.

SEVENTH.- LABOR RELATIONSHIPS.
The personnel of each of "THE PARTIES" will continue under the supervision of the entity that designated it and with which a labor relationship is already established, so no relationship of a labor character will exist with another party, nor may the personnel of one party consider the other party a substitute employer; each party will assume the responsibilities that correspond to its relationship with its own personnel.

EIGHTH.- ACT OF GOD AND FORCE MAJEURE.
"THE PARTIES" will be able to suspend, in full or in part, the legal obligations of the present instrument when justified causes occur, by reason of act of God or force majeure. If both parties agree, the provisions of this Agreement will resume once the causes of the suspension have ceased.

The failure to perform the actions established in the present Agreement, which arises from any of the causes listed in the preceding paragraph, will not constitute liability for "THE PARTIES".

NINTH.- MODIFICATIONS.
This instrument may be modified or added to by agreement of "THE PARTIES", whenever its objectives are not modified in a substantial manner. The modifications and/or additions made will be in writing and must be signed by "THE PARTIES" who sign the present instrument, and will go into effect on the day following the signing.

TENTH.- SOLUTION OF CONTROVERSIES.
As to any controversy that may arise regarding interpretation, differences of criteria, execution, performance or any other issue derived from the present Agreement, "THE PARTIES" expressly agree the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used. Nothing herein shall be construed as a
waiver by "THE PARTIES" of their constitutional, statutory or common law rights, privileges, immunities or defenses.

ELEVENTH.- NONDISCRIMINATION
In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this Agreement.

Read by "THE PARTIES" and informed of its significance, this Agreement is signed in duplicate in the English and Spanish languages in San Marcos, Texas by "THE JUDICIAL POWER OF TAMAULIPAS" on this 13th day of February, 2015, and by "TEXAS STATE UNIVERSITY" on this 13th day of February, 2015.

BY THE JUDICIAL POWER OF TAMAULIPAS

LIC. ARMANDO VILLANUEVA MENDOZA
Chief Judge/President

BY TEXAS STATE

Dr. Eugene J. Bourgeois
Provost and Vice President
for Academic Affairs

WITNESSES

LIC. ROBERTO MONTOYA GONZÁLEZ
Director of the Center of Alternative
Mechanisms for the Solution of
Conflicts

DR. WALTER A. WRIGHT
Associate Professor
Department of Political Science

Date

Date