MEMORANDUM OF UNDERSTANDING

SIGNED BY ONE PARTY, TEXAS STATE UNIVERSITY, HEREINAFTER REFERRED TO AS “TEXAS STATE”, REPRESENTED BY ITS PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS, DR. GENE BOURGEOIS,

AND

THE UNIVERSIDAD AUTÓNOMA DE SAN LUIS POTOSÍ, HEREINAFTER REFERRED TO AS “UASLP”, REPRESENTED BY ITS RECTOR Mtro. EN ARQ. MANUEL FERMIN VILLAR RUBIO, ASSISTED BY ARQ. ANUAR ABRAHAM KASIS ARICEAGA, IN HIS CAPACITY AS SECRETARY GENERAL OF UASLP, HEREINAFTER JOINTLY REFERRED TO AS “THE PARTIES”; AND IN THE PRESENCE OF TWO WITNESSES, Mtro. JOSÉ ABRAHAM OLIVA MUÑOZ, IN HIS CAPACITY AS THE DIRECTOR OF THE “ABOGADO PONCIANO ARRIAGA LEIJA” FACULTY OF LAW OF UASLP, AND DR. WALTER A. WRIGHT IN HIS CAPACITY AS AN ASSOCIATE PROFESSOR OF “TEXAS STATE”. “THE PARTIES” SUBJECT TO THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

“TEXAS STATE” DECLARES:

I. 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.

II. That its purposes 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.

III. That its Provost and Vice President for Academic Affairs, Dr. Gene Bourgeois, is entitled to enter into agreements and contracts with other institutions.

IV. That its legal address for the execution of this contract is 601 University Drive, San Marcos, Texas 78666, United States of America.
UASLP DECLARES:

I. It is an Institution in service to society that has as its purpose the dissemination of culture, the performance of scientific research and the training of professionals, in accordance with the Regulating Law of article 11 (formerly 100) of the Political Constitution of the Free and Sovereign State of San Luis Potosí, emanating from decree no. 53 of the XXXIX Congress of the Free and Sovereign State of San Luis Potosí, published in the official newspaper of the State dated December 22, 1949.

II. In accordance with article 3° of its Regulating Law, it is a corporation with full legal personality and its own assets, empowered to acquire the real and personal property necessary for its purpose and to enter into all types of contracts and agreements, subject to the legal provisions of the Organic Statute that govern the Institution.

III. In this document, it is represented by MTRO. EN ARQ. MANUEL FERMÍN VILLAR RUBIO, who has the capacity to enter into the present agreement as provided in article 6°, section III of its Organic Law and who, by mandate of the Honorable University Board of Directors, was elected Rector in an extraordinary session on April 2, 2012, for the 2012-2016 regular session and as a consequence is its legal representative.

IV. ARQ. ANUAR ABRAHAM KASIS ARICEAGA, Secretary General, within the capacity granted to him in article 43 of the Organic Statute, has the authority to certify the affairs of the University, among them the agreements and contracts that the Rector signs.

V. Within its organizational and administrative structure is the Division of University Linkages, represented in this document by M.A./M.C. GYLMAR MARIEL CÁRDENAS División Chief, having as its purpose to procure forms, systems and methods that favor interaction among the different academic entities, centers and offices of the university within the social and productive environment, and which has its own human and material resources necessary to fulfill the purpose of the present legal instrument.

VI. Declares that its legal address to hear and receive all kinds of notifications is located at Álvaro Obregón No. 64 (antiguo), Zona Centro, C.P. 78000, San Luis Potosí, S.L.P.

CLAUSES

I. “THE PARTIES” agree that the purpose of the present instrument is that “TEXAS STATE” and “UASLP”, directly or through their corresponding academic entities, will establish the general bases of collaboration for:

- Planning and development of specific academic projects;
- Facilitating academic cooperation;
- Promoting mutual understanding;
- Promoting student mobility and exchanges among academics;
- Promoting internationalization as one of their priorities and sustaining multicultural understanding through educational activities and research.

[Signatures]
All of the above with the ultimate aim of establishing a program of academic cooperation, joining forces and resources, sharing knowledge and information to complement and reinforce areas of common interest, ensuring steady development of activities between the two institutions.

II. For the execution of the subject matter of this agreement, "THE PARTIES" will conclude specific agreements that will be incorporated as exhibits to the present instrument, which will establish the purpose of the activity to be developed, as well as the additional rights and duties that each party assumes to such effect. The joint collaboration activities, by way of example, include, but are not limited to, the following:

a) Research projects and legal studies.

b) Holding of conferences, colloquia, seminars, symposia, workshops, courses, certification programs, and similar activities, in person and online.

c) Dissemination of publications and events;

d) Publication of articles, reports of events, as well as joint publications of common interest.

e) Development of Undergraduate and Graduate Academic Programs with joint accreditation.

f) Sabbaticals for postgraduate study for the academic personnel of both institutions.

g) Academic-student mobility stays.

h) Temporary incorporation of Professors and Researchers of accredited experience from both institutions, so that during their stays for short periods, not to exceed twelve months, they might collaborate on an academic research Project with the receiving institution, directed to contributing to the generation of new lines of research and/or strengthening existing ones.

i) Exchange of information to complete and enrich the bibliographical, documentary and informational collections available in each of the institutions.

j) Participate in programs contained in agreements with other institutions, and that may be of mutual interest.

k) Establish programs of academic training through distance education; and

Anything else the parties may agree to within the framework of the present agreement.

III. "TEXAS STATE" and "UASLP", undertake to provide and ensure full freedom of teaching and research to the personnel involved in the development of specific academic programs that may be the subject of collaboration. The parties will recognize in every case the credit they deserve as authors of an intellectual work. "THE PARTIES" in no case will assume or be responsible for the personal opinions that may be expressed in the academic activities in which they participate.
IV. Each one of the specific agreements that "THE PARTIES" conclude in implementation of this Agreement will contain the necessary clauses regarding intellectual property in the materials that are developed as a result of the joint activity of "THE PARTIES". The intellectual property that may result from activities derived from this instrument and its specific agreements will be subject to United States Copyright Law and its Regulations and any other applicable legal provisions.

V. "THE PARTIES" agree that their personnel who participate in the development of the activities derived from the present instrument, or from the specific agreements that may be entered into, will be considered exclusively related to the party with whom they have established their employment relationship, which party will fully assume any labor, civil and other type of responsibilities, so that no legal obligations will accrue to the other party by virtue of the collaboration. In no case may either of "THE PARTIES" be considered a "substitute employer".

VI. The term of the present instrument will be for a period of five years, and should the parties not terminate the contract, it will be considered renewed for both parties for all of its regulatory and administrative effects; this renewal contract shall be established in writing. The specific agreements signed pursuant to this agreement will have the term that each one of them stipulates.

VII. The present instrument and its specific agreements may be terminated early by either of the parties, and without liability to either party, upon sixty days’ advance written notice sent by one party to the other. In case of serious and insurmountable cause, this agreement will cease to have effect at the moment such cessation is communicated by one party to the other.

VII. The rights and duties created for "THE PARTIES" by signing this agreement may be temporarily suspended by mutual agreement or by any other circumstance. In this case, "THE PARTIES" will analyze the manner and determine the time required to restart the activities of this agreement until its final conclusion.

Neither of "THE PARTIES" will have civil responsibility for damages caused by force majeure or unforeseen circumstances, particularly for academic or administrative work stoppages, that may impede the continuation of the activities prescribed in the present Agreement or its derivative instruments.

IX. In order to evaluate the results and performance of the present legal instrument, the parties agree to name a Commission of Monitoring and Evaluation, which will be composed, on behalf of "UASLP", by M.A./M.C. GYLMAR MARIEL CARDENAS, Chief of the Division of University Linkages, and on behalf of "TEXAS STATE" by Dr. Walter A. Wright.

X. "THE PARTIES" agree that the present instrument is a product of good faith, so that all controversies and differences in interpretation that arise from it respecting its operation, formalization, and performance, will be resolved by mutual agreement by both parties.
XI. RESPONSIBILITIES OF THE SIGNATORY INSTITUTIONS

Each institution is solely responsible for securing funding for the costs associated with the following:

a.) The salaries and monies paid to the participant researchers shall be paid by the home institution in accordance with applicable regulations.
b.) The cost of transport between the home institution and the host institution shall be paid by the research participant or his or her home institution.

XII. RESPONSIBILITIES OF RESEARCH PARTICIPANTS

Each exchange participant agrees to the following responsibilities:

a.) To cover their personal costs as well as any debts accumulated during their stay at the host institution.
b.) To complete the activities and tasks agreed articulated and agreed upon by each institution.
c.) Conditions for medical assistance and health services shall always be established in order to protect the exchange participant during his or her stay at the host institution.

XIII. USE OF THE CORPORATE IMAGE OF UASLP

In all cases in which, as a result of the agreements established herein and their application, Texas State believe it is necessary to use UASLP 's logos, it must ask for the prior authorisation of the University, through the Communication and Promotion Service, specifying the application in which they wish to use the logo (whether graphic or electronic or any other format) and for what they wish to use it.

The authorization, which must always be in writing, shall specify the use(s) being authorized, as well as the period during which the authorization shall remain valid, which must never be later than the period of validity of this agreement.

However, when logos or other identifying marks of UASLP are to be used for activities that will generate profits for Texas State, the corresponding trademark licence contract must be signed.

XIV. USE OF THE NAME AND TRADEMARKS OF TEXAS STATE UNIVERSITY

UASLP will not use the trademarks or the name of Texas State, nor of any Texas State student, staff or faculty, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Texas State. Texas State will not use the name of UASLP, or any employee or student of UASLP, in any publicity, advertising, or news release without the prior written approval of UASLP.

XV. NONDISCRIMINATION

Texas State and UASLP agree that no person shall on the grounds of race, religion, colour, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this agreement.
In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all policies and laws of their respective countries prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

XVI. EXPORT CONTROL

It is recognized and understood that this agreement is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulation.

XVII. CONTACT PERSONS

Each party will designate an individual who will serve as the contact person for this agreement.

TEXAS STATE UNIVERSITY
Name: DR. WALTER A. WRIGHT
Title: ASSOCIATE PROFESSOR
DEPARTMENT OF POLITICAL SCIENCE
Address: 601 University Dr.
San Marcos, TX 78666
Room 355 EAC
Telephone: (512) 245-2138
E-mail: wwo5@txstate.edu
Website: www.txstate.edu

INSTITUTION
Name: MTRO. JOSÉ ABRAHAM OLIVA MUÑOZ
Title: THE DIRECTOR OF THE
“ABOGADO PONCIANO ARRIAGA LEIJA” FACULTY OF LAW
Address: Alvaro Obregón No. 64
(antiguo), Zona Centro, C.P. 78000, San Luis Potosi, S.L.P., Mexico
Telephone: 011-52-444-1-02-72-45
E-mail: aoliva@uaslp.mx
Website: www.uaslp.mx

It is envisioned that both parties will engage in creative activities that will meet these mutually identified areas of interest with quality and a sense of international cooperation. This agreement shall remain in force for five years from the date of the last signature below and shall be deposited at UASLP and Texas State
HAVING READ THIS COLLABORATION AGREEMENT, INTO WHICH THE PARTIES HAVE DULY ENTERED IN ACCORDANCE WITH THE SCOPE OF THEIR LEGAL POWER, THEY SIGN IT IN TRIPlicate IN TWO LANGUAGES (SPANISH AND ENGLISH). THE VERSIONS IN EACH LANGUAGE HAVE THE SAME VALIDITY. IN CASE SOME DISCREPANCY ARISES BETWEEN THE VERSIONS OF THE TWO LANGUAGES, SUCH DISCREPANCY WILL BE RESOLVED BY MUTUAL AGREEMENT.

Having read the present instrument, and informed themselves of its content, scope and legal consequences, "THE PARTIES" sign it in San Marcos, Texas, United States of America, on __________________________, 2016.

TEXAS STATE UNIVERSITY

DR. GENE BOURGEOIS
PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS

UNIVERSIDAD AUTÓNOMA DE SAN LUIS POTOSÍ

M. EN ARQ. MANUEL FERNANDO VILLAR RUBIO
RESTOR

ARQ. ANUAR ABRAHAM KASIS ABICIEAGA
SECRETARIO GENERAL

WITNESSES

DR. WALTER A. WRIGHT
ASSOCIATE PROFESSOR
TEXAS STATE UNIVERSITY

MTRO. JOSÉ ABRAHAM OLIVA MUÑOZ
THE DIRECTOR OF THE "ABOGADO PONCIANO ARRIAGA LEJA" FACULTY OF LAW

No. UASLP/AG-132/16.