

RECIPROCAL STUDENT EXCHANGE AGREEMENT

between

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

and

TEXAS STATE UNIVERSITY

RECITALS

Texas State University (hereafter referred to as Texas State), through its legal representative, hereby represents that:

It is a duly incorporated UNIVERSITY pursuant to the laws of the United States and the State of Texas , as evidenced in Sessions Law Chapter: Acts 1899, 26th R.S., ch 103, General Laws of Texas.

Its legal representative Dr. Gene Bourgeois, has all the necessary and sufficient powers to execute this agreement, on behalf of Texas State, as evidenced in Texas State University System Rules and Regulations, Chapter III: System Component Operations, Section 10. Contract, Purchases, and Agreements, subsection 10.22-23 and the relevant policy and procedure statement is UPPS 03.04.02 Contracting Authority.

Its domicile is located at 601 University Drive San Marcos, TX 78666

Instituto Tecnológico y de Estudios Superiores de Monterrey (hereafter referred to as Tecnológico de Monterrey), through its legal representative, hereby represents that:

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.

Its legal representative Dr. José Manuel Páez Borrillo, Vice-Rector for International Affairs, has all the necessary and sufficient powers to execute this agreement, as evidenced in Public Deed number 88,075, dated August 26, 2021, 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de Comercio de Nuevo León” (Public Register of Property and Commerce of Nuevo León State) and that such powers have not been revoked nor modified.

Its domicile is located at Av. Eugenio Garza Sada Sur #2501, colonia Tecnológico, in Monterrey, Nuevo León, Zip Code 64849, Mexico.

Whereas

- A. The Parties have been involved in discussions regarding the exchange program and wish to formalize their agreement by entering into and signing the present Agreement.
- B. The Parties wish to establish a reciprocal student exchange program to enable full-time students of the Home Institution to study at the Host Institution.

1. DEFINITION

- 1.1 “Home Institution” shall mean the institution at which students are primarily enrolled.
- 1.2 “Host Institution” shall mean the institution that has agreed to receive students from the Home Institution.
- 1.3 “Exchange Students” shall mean the students for whom reciprocal obligations exist for the Home Institution to accept for enrollment. Such students from the Host Institution are subject to the conditions determined by this agreement.

2. NUMBER AND ELIGIBILITY OF EXCHANGE STUDENTS

- 2.1 The number of students to be exchanged in any one year shall be determined on the basis of the number of qualified applicants and the current balance to accommodate exchange students. In case of an imbalance in the number of student exchange between Texas State and Tecnológico de Monterrey, both universities will attempt to balance the program within the next three years.
- 2.2 Students who have completed at least one semester of study at their Home Institution will be considered eligible for exchange.
- 2.3 Students to be exchanged shall be selected by the Home Institution, but they shall be accepted subject to approval for admission by the Host Institution.
- 2.5 Students from any academic field of each of the Parties—with exception of students in their clinical phase in those academic fields offered by the School of Medicine and Health Sciences in the Tecnológico de Monterrey and Texas State— may apply to participate as exchange students through this agreement.

Students from programs offered by the School of Medicine and Health Sciences of Tecnológico de Monterrey and Texas State studying their non clinical phase of studies will be able to participate as exchange students through this agreement. However, the Parties agree that if in the future they jointly decide to start an undergraduate student exchange program for students in their clinical phase of their studies in the field of medicine or any other health sciences field, both Parties will sign the corresponding specific agreement between the School of Medicine and Health Sciences of the Tecnológico de Monterrey and Texas State specifically for those students in their clinical phase of studies. In any case, the agreement should be signed prior to the admission of any exchange student in the host university.

If in the future the Parties sign an agreement between the School of Medicine and Health Sciences in the Tecnológico de Monterrey and Texas State specifically for students in their clinical phase of studies, that agreement will have its own slots for exchange as well as its own balance of exchange of students. The slots for exchange and balance of students' exchange of that agreement will not be mixed with the slots for exchange and balance of students' exchange that results from this agreement

2.6

GUIDELINES FOR STUDENT EXCHANGE BALANCE CALCULATION

“TECNOLÓGICO DE MONTERREY”
STUDENTS
AT “THE UNIVERSITY”

“THE UNIVERSITY” STUDENTS
AT “TECNOLÓGICO DE MONTERREY”

One student full-time (12-15 credits) enrolled for a semester.	=	One student full-time (12-18 credits) enrolled for a semester.
One student full-time (12-15 credits/semester) enrolled for an academic year.	=	Two students full-time (12-18 credits) enrolled for a semester.
Two students full-time (12-15 credits) enrolled for a semester.	=	One student full-time enrolled for an academic year (12-18 credits/semester).

3. ADMISSION OF EXCHANGE STUDENTS

- 3.1 The Home Institution shall submit to the Host Institution a list of exchange students to be nominated along with other necessary documentation as required by the Host Institution by the designated application deadline.
- 3.2 Exchange students shall possess the minimum required level of language proficiency as required by the Host Institution.
- 3.3 The Host Institution shall provide exchange students with both necessary information about visa and relevant documents as well as other assistance for visa application as required by the Host nation’s immigration laws and regulations. However, it shall be the sole responsibility of exchange students to complete the visa application and meet all the requirements.
- 3.4 Tecnológico de Monterrey is a multicampus system with different locations throughout Mexico. The programs derived from this agreement will be applicable to all Tecnológico de Monterrey campuses.
- 3.5 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.

4. ENROLLMENT OF EXCHANGE STUDENTS

- 4.1 Exchange students shall be enrolled as full-time non-degree students and become subject to the Host Institution’s policies and regulations. Students will be permitted the same freedom of choice in course selection as that enjoyed by regularly enrolled students at the Host Institution, provided that they satisfy any individual course prerequisites. Each institution commits to ensuring students are able to enroll in courses that count toward degree completion.
- 4.2 The Host Institution will assist the student(s) from the Home Institution to settle readily into life in the host environment by providing pre-arrival information and a post-arrival orientation program.

4.3 If a student withdraws early from the Host Institution, the Host Institution will promptly inform the Home Institution.

4.4 The total number of credits that exchange students may earn at each institution is set forth as follows:

“TECNOLÓGICO DE MONTERREY”	“TEXAS STATE”
Undergraduate programs prior 2019 (prior to Tec21 model):	Undergraduate
1 semester = 48 units = 6 courses	1 semester = 15 credits/30 ECTS = In most cases 5 courses
1 short programme = 16 units = 2 courses	1 short programme = 6 credits/12ECTS = 2 courses
Undergraduate programs of 2019 or latter (belonging to Tec21 model):	
1 semester = 18 units	
1 official intensive short term (summer/winter) = 6 units	

5. DURATION OF EXCHANGE PROGRAM

5.1 The period of stay at the Host Institution as an exchange student shall not exceed one (1) academic year.

5.2 Upon the completion of an exchange student’s studies at the Host Institution, the student must return to the Home Institution. No extension of stay shall be permitted without the permission of both the Home and Host Institutions.

6. STUDENT CONDUCT

6.1 Each Party reserves the right to terminate the participation of any student in the exchange program with immediate effect in the event of a serious breach of Host Institution policies and regulations.

6.2 Each institution reserves the right to dismiss any exchange student at any time for academic or personal misconduct in violation of university regulations or established laws. The dismissal of a student shall not abrogate the agreement or the arrangements regarding other students in the exchange program.

7. HOUSING AND CAMPUS FACILITIES

7.1 The Host Institution makes every possible effort to provide appropriate housing or provide information regarding the accommodation options suitable for incoming exchange students.

8. FINANCIAL RESPONSIBILITIES OF EXCHANGE STUDENTS

8.1 The Host Institution shall waive payment of all tuition costs and mandatory fees incurred by exchange students. All other expenses, such as living, and transport expenses incurred shall be borne by that student and will not be the responsibility of the Host Institution. Students are responsible for any course fees or other option fees including but not limited to lab fees, distance learning fees, late registration fees, etc., when applicable.

9. TRANSFER OF CREDITS/TRANSCRIPTS

9.1 Upon completion of the agreed period of study, subject to the Host Institution having received payment in full of any amounts owed to it by the individual exchange student and following the required procedures, the Host Institution will send an official academic transcript for each student to the appropriate office at the Home Institution.

9.2 “Texas State” and “Tecnológico de Monterrey” authorize to each other to register the host university name in the official home university 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.

9.3 Grades at Tecnológico de Monterrey are manifested as whole numbers, on a scale from 1 (one) to 100 (one hundred). The minimum passing grade for all courses at “Tecnológico de Monterrey” is 70 (seventy).

Grades at “Texas State are expressed in letters, on a scale from F to A. The minimum passing grade for all courses is D.

10. FINANCIAL AID

10.1 The Host institution will facilitate the completion of any documents such as verification of enrollment, program completion, etc., required by the exchange student’s Home institution concerning financial assistance.

11. HEALTH INSURANCE

11.1 Each participant must provide evidence of holding an insurance policy valid in the host country with comprehensive coverage (illness and hospitalization, civil liability, repatriation of remains, etc.) during the entire duration of the academic period in which the student will be involved in the host institution. Insurance coverage of exchange students should meet the host and home institution minimum requirements. Students from Tecnológico de Monterrey will be required to purchase health insurance from Texas State University. At Tecnológico de Monterrey, Texas State students applying as exchange students will be informed of the minimum insurance requirements of Tecnológico de Monterrey when applying.

12. CONFIDENTIALITY

12.1 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 “Tecnológico de Monterrey” or by “Texas State”, 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.

12.2 Texas State strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Tecnológico de Monterrey is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

13. RESERVED

14. LIABILITY RELEASE

14.1 Tecnológico de Monterrey releases and holds harmless Texas State and its representatives and subcontractors from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature, except as may result directly or indirectly out of any negligent act or omission of Texas State.

15. AMENDMENTS

15.1 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.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 This agreement shall not be interpreted as indicating or inferring the transfer or assignment of any intellectual property rights between the two institutions. A separate written agreement addressing intellectual property rights will be executed if any joint research commences during the term of this agreement.

To the extent permitted by Texas law, Texas State 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.

To the extent permitted by Mexican law, Tecnológico de Monterrey 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.

To the extent permitted by Texas law, Texas State and, if applicable, its personnel, are strictly prohibited from reproducing 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.

To the extent permitted by Mexican law, Tecnológico de Monterrey and, if applicable, its personnel, are strictly prohibited from reproducing 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.

17. EXPORT CONTROL

17.1 Tecnológico de Monterrey understands that the parties are subject to and that Texas State's obligations under this Agreement are contingent upon compliance with certain laws and regulations of the United States applicable to the export of technical data and information, computer software, laboratory prototypes and other commodities (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979)("Export-Controlled Materials") Tecnológico de Monterrey understands that the transfer of any Export-Controlled Materials to Tecnológico de Monterrey under this Agreement may require a license from a cognizant agency of the United States Government and/or written assurances by Tecnológico de Monterrey that Tecnológico de Monterrey shall not transfer Export-Controlled Materials to certain foreign countries without the prior approval of an appropriate agency of the United States Government. Texas State University neither represents that any such export license shall not be required, nor that, if required, it shall be issued.

19. LIMITATIONS

19.1 The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

20. WAIVER OF SOVEREIGN IMMUNITY

20.1 Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

Notwithstanding any provision of this agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities for defenses. To the extent the terms of this paragraph conflicts with any other provision in the Agreement and this Addendum, the terms of this paragraph shall control.

21. RESERVED

22. RESERVED

23. LOSS OF FUNDING

23.1 Performance by Texas State University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas State University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Texas State University will issue written notice to Tecnológico de Monterrey and Texas State University may terminate the Agreement without further duty or obligation hereunder. Tecnológico de Monterrey acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Texas State University.

24. FORCE MAJEURE

24.1 Except as otherwise provided, neither Tecnológico de Monterrey nor University, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this agreement caused by Force Majeure, incidents of force majeure will include but not limited to the following: acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.

25. NO-BOYCOTT

25.1 Pursuant to Section 2270.002 of the Texas Government Code, Tecnológico de Monterrey certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this contract. Tecnológico de Monterrey shall state in this contract any facts that make it exempt from the boycott certification.

26. TEC DE MONTERREY CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS

26.1 Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Tecnológico de Monterrey certifies Tecnológico de Monterrey is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

27. NONDISCRIMINATION STATEMENT

- 27.1 Texas State and Tecnológico de Monterrey agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity or expression, disability, or status as a veteran be excluded from participation under the terms of this agreement.
- 27.2 The parties agree that they have in effect and will comply with and apply their own policies and laws providing protection against discrimination, harassment, and sexual harassment to this agreement. A breach of this covenant may be regarded as a material breach of this agreement and may result in termination

30. Tecnológico de Monterrey SUBJECT TO ALL APPLICABLE LAWS

- 30.1 In accordance with Texas Education Code, Section 51.9335 (h), any contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the agreement or contract is considered to be a part of the executed agreement or contract without regard to:
- a. Whether the provision appears on the face of the agreement or contract; or
 - b. Whether the agreement or contract includes any provision to the contrary.

31. EXTERNAL TERMS

- 31.1 The Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Tecnológico de Monterrey's performance or provision of goods or services under this Agreement ("External Terms"). The External Terms are null and void and will have no effect under this Agreement, regardless of whether Texas State University or its employees, contractors, or agents express assent or agreement to the External Terms. The External Terms include any shrink wrap, clickwrap, browse wrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that Texas State University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Tecnológico de Monterrey.

32. ETHICS MATTERS; NO FINANCIAL INTEREST:

- 32.1 Tecnológico de Monterrey and its employees, agents, representatives and subcontractors have read and understand Texas State University's Conflicts of Interest Policy and Code of Ethics at <https://gato-docs.its.txstate.edu/jcr:34a3f1a1-48af-4b2b-9abb-42921fb9ae23/Rules%20and%20Regulations%20May%202018.pdf> and applicable state ethics laws and rules, including Senate Bill 20 (84th Texas Legislature, 2015). Neither Tecnológico de Monterrey nor its employees, agents, representatives or subcontractors will assist or cause Texas State University employees to violate Texas State University's Conflicts of Interest Policy. Tecnológico de Monterrey represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Neither Tecnológico de Monterrey nor its employees, agents, representatives or subcontractors will assist or cause Texas State University employees to violate Texas State University's Conflicts of Interest Policy, The Texas State University System's Ethics Code, or applicable state ethics laws or rules. Tecnológico de Monterrey represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

33. DURATION OF AGREEMENT

33.1 This agreement shall have a duration of 60 months (sixty months), which shall be effective as of April 1st, 2023 and shall mature as of March 31st, 2028.

Either party may give notice to the other party of its intention to terminate this agreement, by written notice of six (6) months. Any revision or modification shall be in writing and by mutual agreement.

33.2 If this Agreement is terminated as set out in Clause 22.1, it is agreed by the parties that any student who at the date of termination has been accepted into the program and has commenced studies will be supported to complete that course of study under the terms of this memorandum.

34. CONFIDENTIALITY DUTY AND MANAGEMENT REGARDING PERSONAL DATA

Each party agrees to guard the Exchange Students' personal data in the same manner and using the same safeguards and protections that the Home Institution uses in storing and protecting the data of its home students.

35. PROGRAM LIAISON

35.1 Each party shall designate by name an individual to act as program liaison. The program liaison will act as an advisor to the student in academic and logistical matters and serve as the contact person for the partner university. Information about the exchange, including deadlines and obligations, shall be communicated through this person.

TEXAS STATE UNIVERSITY

Name: Oleksandra Sehin

Title: Exchange Program Coordinator

Address: 601 University Drive San Marcos,
TX 78666

Telephone: 512-245-1967

E-mail: educationabroad@txstate.edu

Website: www.txstate.edu

TEC DE MONTERREY

Name: Ofelia Teresita del Castillo Briseño,
Ph.D.

Title: Director of Academic Agreements

Address: Avenida Eugenio Garza Sada #2501
Sur, Colonia Tecnológico, C.P. 64849,
Monterrey, Nuevo León, México

Telephone:

E-mail: partnerships@itesm.mx

Website: <https://studyinmexico.tec.mx/>

So be it understood and enthusiastically supported by the undersigned.

Texas State University

Tecnológico de Monterrey



Apr 27, 2023



29-mar.-2023 | 2:23 PM PDT

Dr. Gene Bourgeois
Provost and Vice President
for Academic Affairs

Date

Dr. José Manuel Páez Borrallo
Vice-Rector of International
Affairs

Date

Appendix

Exchange Students Admission Requirements and Deadlines

1. Incoming Texas State Exchange Students Admissions Requirements and Deadlines
 - A completed and signed Texas State University nomination form from Exchange Coordinator
 - A completed and signed Texas State University admissions application
 - Students must meet the English proficiency requirement of one of the following:
 - TOEFL iBT score of 78
 - TOEFL PBT score of 550
 - Cambridge IELTS score of 6.5Or, provide a letter of evaluation certifying English proficiency in addition to other university required criteria

2. Incoming Tecnológico de Monterrey Exchange Students Admissions Requirements
 - 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)