

STUDENT EXCHANGE AGREEMENT

Between

UNIVERSIDAD DE GUADALAJARA
Guadalajara, Jalisco, Mexico

And

VIRGINIA COMMONWEALTH UNIVERSITY,
Richmond, Virginia, United States of
America

Universidad de Guadalajara, which indicates as legal domicile, the property located in the Juárez Avenue number 976, C.P. 44100 in Guadalajara, Jalisco. (hereinafter referred to as 'UdeG') and Virginia Commonwealth University, that it is located at 901 W. Franklin St, Richmond, VA 23284-2512, (hereinafter referred to as 'VCU') agree to the following terms.

DEFINITIONS

In this Agreement:

HOME institution refers to the institution at which the student intends to graduate

HOST institution refers to the institution that has agreed to receive the exchange student on a temporary basis.

ACADEMIC SEMESTER refers to the following time periods for each institution:

- January to June (UdeG Semester 1);
- August to December (UdeG Semester 2);
- August to December (VCU Semester 1);
- January to May (VCU Semester 2).

ACADEMIC YEAR refers to two academic semesters.

EXCHANGE STUDENT refers to a student enrolling for a limited period of time as defined by this Agreement in the HOST institution with no requirement to pay tuition or certain fees to that institution and who remains a candidate for a degree at the HOME institution.

1. Purpose

The objective of this agreement is to establish specific terms and conditions under which the two institutions will conduct undergraduate and graduate student exchange. Each student exchange will enable the student to take units (classes) but not to earn credits toward or obtain a degree at the HOST institution. In the sole discretion of the HOME institution and according to criteria established by HOME institution, credits earned at the HOST institution will be accepted for credit at the EXCHANGE STUDENT's HOME institution. Each HOME institution must inform interested students that it will be the responsibility of each student in the exchange to obtain prior approval from his or her HOME institution of transfer credit for units taken at the HOST institution.

The academic extension programs of the UDEG offered by its university enterprises, the Colegio de Español y Cultura Mexicana and the Sistema Corporativo PROULEX - COMLEX are not included in this Agreement.

2. Exchange Numbers

Unless otherwise agreed to in writing by the parties, student exchange will occur on a one-for-one basis. The one-for-one basis shall be deemed satisfied by equal numbers of participating students from each institution over a period of three consecutive years. Furthermore, the HOST institution reserves the right to determine the final number of exchange students it will accept in any semester or academic year based upon current balance and future exchange prospects in accordance with applicable law. The absence of exchange during any one academic year does not nullify this Agreement.

3. Application and Selection of Students

Undergraduate and graduate students who have completed one year of study and are considered in good academic standing at their HOME institution may apply to their HOME institution to participate in an exchange. The HOME institution is responsible for the screening of applicants for the exchange and nomination to the HOST institution.

Each HOME institution will send the HOST institution the completed applications for their students as follows:

By October 15th and March 15th, the HOME institution will provide the HOST institution a list of the students nominated for exchange for the following semester, together with appropriate documents, as required by the HOST institution.

Students may apply to enroll in any academic courses offered at the HOST institution, however, the HOST institution will make the final determination on the admissibility of each student to the exchange program and enrollment in each course at the HOST institution. Prior to acceptance into the exchange program, the HOST institution's designated office will coordinate with HOST academic departments to confirm that admission requirements, pre-requisite coursework, and language proficiency have been met and the students' course selection is available and appropriate.

Students applying for exchange to VCU must submit proof of English language proficiency with their application (IELTS score of 6.0 or higher or TOEFL score of 80 or higher).

For students applying for an exchange program at UDEG, B1-B2 level of Spanish language proficiency is recommended.

4. Responsibilities of the Two Institutions

UdeG and VCU agree to accept qualified exchange students from each other and enroll them as full-time 'not for degree' students for the regular semesters of the academic year. UdeG and VCU agree to require each EXCHANGE STUDENT to attend the HOST institution for one academic semester unless agreed upon in writing by UdeG and VCU.

The HOST institution's designated office will assist the EXCHANGE STUDENT in the registration process. VCU will inform EXCHANGE STUDENTS hosted at VCU that they are required to register for a minimum of 12 credits to fulfill related visa requirements.

All students will remain enrolled as regular degree candidates at the HOME institution and will not be enrolled as candidates for degrees at the HOST institution. Students are required to maintain full-time status at the HOST institution. The HOST institution does not guarantee housing, but will offer to EXCHANGE STUDENTS on-campus housing on a space-available basis under the terms and conditions of an applicable housing contract and charge all housing costs directly to the EXCHANGE STUDENT. When on-campus housing space is not available, the HOST institution shall provide information and guidance to assist the EXCHANGE STUDENT in locating suitable accommodation within a reasonable distance of the campus.

Each HOST institution agrees to provide each HOME institution and EXCHANGE STUDENTS with emergency contact information for an on-site HOST university contact who can be reached 24/7 in the event of an emergency. Each HOST institution will notify EXCHANGE STUDENTS of emergency protocols, procedures, and contacts for the HOST campus.

5. Financial Responsibilities

The HOME institution shall inform students interested in the exchange that they will be responsible for all costs and payments associated with the exchange program other than those explicitly set forth in this Agreement or paid by the HOME institution. The HOME institution shall be obligated to inform candidates of all potential fees before they are accepted. The HOME Institution will charge registration fees and standard tuition and fees to students

participating in this exchange program. The host university will not charge them for these items, except in the case that students register for more than 12 credits (see responsibilities of EXCHANGE STUDENT below).

HOST institution will provide the following to each EXCHANGE STUDENT:

- Enrollment in academic courses as determined by the HOST institution
- Orientation
- One official transcript at the conclusion of the semester or year of study, provided the student has cleared all debts and obligations with the HOST institution. This transcript will be mailed to the student's HOME institution by the HOST institution.

HOST institution shall not be responsible for any costs not set forth in this Agreement, including but not limited to the following:

- Travel to and from the HOST country, including appropriate travel insurance
- Books and any other needed supplies
- Travel documents and visas
- Living and subsistence expenses
- Application or related fees for participating in the program as may be charged by the HOME institution
- Health or other insurance required by the HOST institution

HOST institution may hold EXCHANGE STUDENT financially responsible for:

- any additional tuition costs beyond 12 credits and notifying the designated office before registering for additional credits.
- any additional fees incurred through coursework for which additional course or lab fees are charged.

6. Student Conduct and Dismissal

Each HOME institution shall inform all EXCHANGE STUDENTS that they are required to abide by all applicable policies, rules and regulations of the HOST institution. The HOST institution shall provide an orientation or informational materials on applicable policies regarding academic responsibility and conduct. Each institution reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of institutional regulations. All students are subject to the rules and regulations of the HOST institution, in addition to those of their HOME institution. The dismissal of a student shall not abrogate the Agreement or the arrangements regarding other students in the exchange program.

7. Exchange Period, No Extensions

Upon completion of the student exchange at the HOST institution, the participating student may not continue enrollment at the HOST institution and must return to the HOME institution in accordance with the HOME institution's policy governing continuous enrollment. No extension of stay shall be authorized unless otherwise approved by both the HOST and HOME institutions

in writing.

8. Termination

Subject to this Clause 8, the HOST or HOME institution may terminate this Agreement at any time for any reason by providing six (6) months written notice of its intention to do so to the other institution. In the event that notice of termination is given, account will be taken of where both institutions stand in the annual exchange selection process, and both institutions will collaborate so that students who have already been selected and accepted for the Exchange Program may participate in the program, if possible.

If an imbalance of exchange places exists at the time of termination of the Agreement, the institution which has hosted the larger number of EXCHANGE STUDENTS, shall be entitled to rectify the imbalance by continuing to send students to the other institution under the terms of this Agreement within six months of the date of the official termination of this Agreement.

Notwithstanding the termination of this Agreement for any reason, each institution agrees that it will continue to fulfill its responsibilities to EXCHANGE STUDENTS already registered at their institution until the completion of their particular exchange period.

9. Data Protection

Both institutions acknowledge and agree that they will disclose to the other, personal data relating to Exchange Students in compliance with applicable law, for example, by obtaining consent forms signed by the relevant Exchange Student. Both institutions further agree that they will ensure that all student records and personal data relating to EXCHANGE STUDENTS are held securely and confidentially, are accessible only to those agents and employees with a legitimate need to know the information, and further ensure that such data is used or disclosed solely for the purpose of the administration of the Student Exchange Program under this Agreement. With student authorization, the HOST institution will mail one official transcript containing student's records and grades at the conclusion of the semester or year of study to the student's HOME institution.

10. Liability and Insurance

Assumption of Liability: As permitted by law, each institution shall be responsible for property damage or other liabilities attributable to the negligent acts or omissions of that institution and the officers, employees and agents thereof.

Insurance: Each institution warrants and represents that it has various insurance, self-insurance, or similar coverage applicable to the institution, as well as its officers, employees, and agents while engaged in the scope of duties under this Agreement. Each institution shall, at the request of the other institution, provide relevant Certificates of Insurance or other evidence of insurance or similar coverage upon request.

11. Term of Agreement

This Agreement shall take effect upon execution by both parties and remain in force for a period of three (3) years from the date of signing. This Agreement may be renewed for set terms of one to three years thereafter upon written agreement of the parties.

12. Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

13. Headings

The headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

14. Assignment

Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

15. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16. Notice

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

17. Administration

Each institution will designate the coordinating office responsible for the day-to-day coordination of the programs, including the selection and counseling of participating students.

UdeG, through its Rector, will designate the corresponding body or person as responsible.

UdeG and VCU shall undertake all reasonable measures to give maximum effect to this student exchange program. Such actions will include the exchange of academic handbooks, newsletters and promotion material.

SIGNATURES

This Agreement constitutes the entire Agreement between the parties on this subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this subject matter. No amendments, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. UdeG and VCU, by the signatures of their authorized representatives in duplicate, in English and Spanish, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions. The individuals signing below represent and warrant that they are the authorized representatives of the Parties hereto and that those parties are the sole entities necessary to fulfill the obligations herein.

This agreement is drawn up in four original copies, two in English and two in Spanish with the English version serving as the controlling version in the event of conflict.

Place: Guadalajara, Jalisco, México

Place: Guadalajara, Jalisco, México

Date: April 4th, 2022

Date: April 4th, 2022

For Virginia Commonwealth University

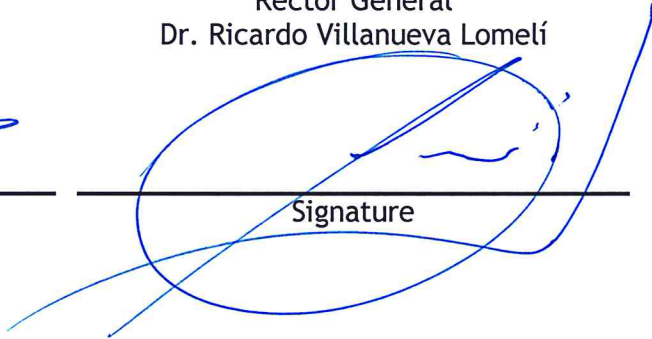
President
Dr. Michael Rao



Signature

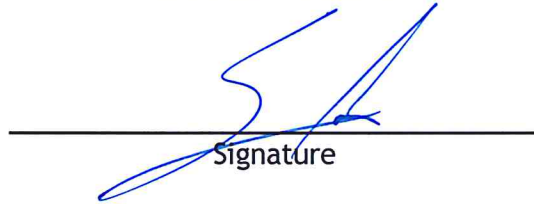
For Universidad de Guadalajara

Rector General
Dr. Ricardo Villanueva Lomelí



Signature

MSc. Guillermo Arturo Gómez Mata
Secretario General



Signature