



THIS COLLABORATION AGREEMENT ("AGREEMENT"), IS EFFECTIVE AS OF THE LAST DATE OF SIGNATURE BELOW ("EFFECTIVE DATE"), BY AND BETWEEN THE **UNIVERSIDAD DE GUADALAJARA, MEXICO**, REPRESENTED IN THIS ACT BY THE RECTOR GENERAL, RICARDO VILLANUEVA LOMELÍ, PH.D., ASSISTED BY THE SECRETARY GENERAL, GUILLERMO ARTURO GÓMEZ MATA, M.A., WHICH WILL BE REFERRED TO AS "UDEG", AND BY THE **UNIVERSITY OF MIAMI**, REFERRED TO AS "UM", REPRESENTED BY THE PRESIDENT, JULIO FRENK, PH.D. UDEG AND UM EACH ARE A "PARTY" AND COLLECTIVELY THE "PARTIES.

RECITALS

"UM" DECLARES:

- I. That in accordance with Registration Document No. 702242 FEI/EIN No. 59-0624458, filed with the Florida Division of Corporations, United States of America on April 7, 1961, it is a private not-for-profit corporation organized under the laws of the State of Florida, whose mission is to transform lives through education, research, innovation, and service.
- II. That its President, Dr. Julio Frenk, is duly authorized by "UM" to sign this Collaboration Agreement, as set forth in UM's Signature Authority Policy, Reference BSF-125, effective January 1, 2019.
- III. That its principal address is 1320 South Dixie Highway, Suite 1200, Coral Gables, FL 33146, United States of America.

"UDEG" DECLARES:

- I. That it is a public body, decentralized from the State Government of Jalisco; it is a legal entity with full autonomy and property ownership right's, conforming to that which is stated in article 1 of its Organic law, promulgated by the local Executive on the 15th day of January, 1994, in execution of the decree number 15319 of the Honorable Congress of the State of Jalisco.
- II. That its stated aims are to train and update technicians, high school diploma holders, professional technicians, professionals, graduates and other human resources that require the socio-economic development of the State; to organize, carry out, encourage and disseminate scientific, technological and humanistic research, to uphold, conserve, increase and spread cultural awareness, and to work alongside the competent educational authorities in the orientation and promotion of upper-intermediate and higher education, as well as with the development of science and technology, all of this in keeping with article 5 of its Organic Law.
- III. That it conforms to article 6, section III of its Organic Law, in that it undertakes programs of teaching, research and the diffusion of cultural awareness, in agreement with the principles and directions laid out in article 3 of the Political Constitution of the Mexican United States.



- IV. That the Rector General is the highest executive authority and the legal representative of the University of Guadalajara, conforming to that which is stipulated in article 32 of the Organic Law.
- V. That the Secretary General, conforming to article 40 of the often-quoted Organic Law, is responsible for certifying the acts and provision in the terms of the law.
- VI. That designates as responsible for the execution of this agreement holder of the Vice Provost for International Affairs, or person to whom delegates functions.
- VII. That indicates as legal domicile, the property located in the Juárez Avenue number 976, C.P. 44100 in Guadalajara, Jalisco.

T E R M S

FIRST. OBJECTIVES. The objective of this Collaboration Agreement is to establish the criteria under which the "UDEG" and "UM" will collaborate towards education, training, and research opportunities.

SECOND. PROPOSED AREAS OF COOPERATION. Both Parties agree to initiate cooperation in the following areas:

- a) Student exchanges;
- b) Faculty and staff exchanges, including for training purposes;
- c) Research;
- d) Course development and design;
- e) Other activities on which the Parties mutually agree in writing.

THIRD. NON-BINDING. This Agreement is non-binding and is intended only to express the intent of the Parties to explore possible avenues of collaboration among their entities for education, training, and research opportunities. The Parties agree that any proposed agreements that may arise from this Agreement will be in writing and signed by an authorized representative of each Party. Until a subsequent definitive agreement is executed by the Parties setting forth their respective collaborative efforts, no Party shall have any legally binding obligations to any other.

FOURTH. NON-EXCLUSIVITY. The Parties hereby acknowledge that this Agreement is not exclusive, and that each Party may freely contract with any other person, firm, or entity concerning the subject matter hereof.



FIFTH. INDEPENDENT CONTRACTOR RELATIONSHIP. The Parties will each designate their own personnel to administer the activities of this Agreement. The personnel designated by each Party for the purpose of administering any activities that arise from this Agreement will maintain current employment status at their home university and will not be considered, in any way part of the visiting institution. The host university will not incur labor responsibilities regarding visiting personnel participants. This Agreement is not intended to create nor shall be construed to create any relationship between UDEG and UM other than that of independent entities contracting for the purpose of effecting provisions of this Agreement. It is further expressly agreed that no work, act, commission or omission of any party, its agents, servants or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative, or employee of, or joint venturer with, the other party. Neither Party shall have any right to bind or obligate the other party in any way nor shall it represent that it has any right to do so.

SIXTH. COMPLIANCE WITH LAW. The Parties agree to comply with all applicable laws in developing the areas of collaboration outlined herein, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"). The Parties are familiar with the FCPA, its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

SEVENTH. FORCE MAJEURE. The Parties agree that this Agreement shall be void in the event that it becomes impossible or impracticable to carry out by reason of an unforeseen catastrophe or disaster such as hurricane (including a hurricane projected to make landfall that results in evacuation), fire, flood, earthquake, war, confiscation, by order of government, military or public authority or prohibitory or injunctive orders of any competent judicial or other government authority. Notice of such catastrophe or disaster shall be given as soon as possible. The Parties shall negotiate in good faith as such exigencies may dictate or permit.

EIGHTH. TERM; TERMINATION. The present Agreement will be valid for five years (the "Term") from the Effective Date. Either Party may terminate the Agreement by mutual agreement, or with three months written notice to the other party. If there are any separate agreements in place in furtherance of this Agreement at the time of termination, those agreements' term and termination provisions will govern.

NINTH. AMENDMENT; RENEWAL. The present Agreement may only be renewed or modified at in writing, signed by both Parties.

TENTH. ENTIRE AGREEMENT; REPRESENTATION BY COUNSEL. There are no oral agreements with respect to the subject matter of this Agreement which are not fully expressed herein. No representations, understanding, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of



construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

ELEVENTH. USE OF NAME. The Parties agree that no advertising or marketing materials having or containing any reference to either Party, or in which their names are mentioned, shall be used nor shall any other use of the other Party's faculty or employees' names, logos, or trademarks be made by the Parties or anyone on their behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of the affected Party.

TWELFTH. CONFIDENTIALITY. In the event information identified in writing as confidential is exchanged, the receiving Party shall use reasonable business efforts to keep such information confidential and shall not disclose such information to any third party.

THIRTEENTH. NOTICE. All notices which are required to be given or are permitted to be given hereunder shall be in writing and shall be sufficient if personally delivered, postage prepaid, sent by certified or registered mail, return receipt requested, or if sent by an internationally recognized overnight courier (e.g., DHS, FedEx, etc.), in each case addressed as follows:

If to: UNIVERSIDAD DE GUADALAJARA, MEXICO
Cinthya Alejandra Navarro Pantoja, M.A.
Vice Provost for International Affairs
Universidad de Guadalajara
López Cotilla N° 1043, Col. Centro, C.P. 44100, Guadalajara, Jalisco, México.

If to: UNIVERSITY OF MIAMI, United States
Dr. Maria de Lourdes Dieck-Assad
Vice President for Hemispheric and Global Affairs
University of Miami
1252 Memorial Dr. Suite #250
Coral Gables, Florida 33146USA

With copy (which shall not constitute notice)
to: Office of General Counsel
University of Miami
1320 South Dixie Highway, Suite 1250
Coral Gables, Florida 33146

Any Party hereto may change its address by written notice in accordance with this Section.

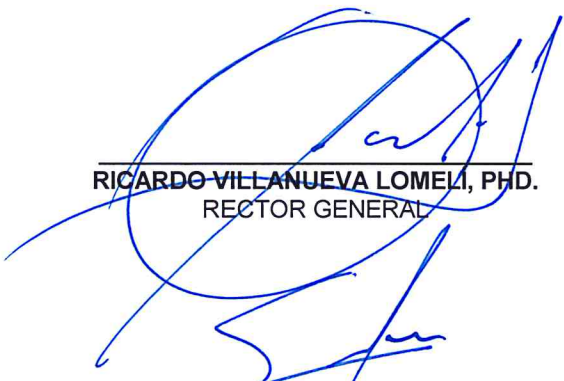


UNIVERSITY
OF MIAMI



Both Parties, having read the present document and with the understanding of the content and extent of each of its clauses, indicating the absence of malice, dishonesty or any other reason to nullify their consent, this document is signed duplicate, in the City Guadalajara, Jalisco, México, on March 3, 2020.

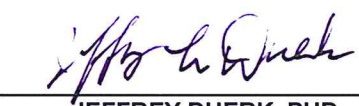
ON BEHALF OF THE UNIVERSIDAD DE
GUADALAJARA


RICARDO VILLANUEVA LOMELI, PHD.
RECTOR GENERAL


GUILLERMO ARTURO GÓMEZ MATA, M.A.
SECRETARY GENERAL


ON BEHALF OF THE UNIVERSITY OF MIAMI


JULIO FRENK, PHD.
PRESIDENT


JEFFREY DUERK, PHD.
EXECUTIVE VICE PRESIDENT FOR ACADEMIC
AFFAIRS AND PROVOST

WITNESSES


CINTHYA ALEJANDRA NAVARRO PANTOJA, M.A.
VICE PROVOST FOR INTERNATIONAL AFFAIRS


MARIA DE LOURDES DIECK ASSAD, PHD.
VICE PRESIDENT FOR HEMISPHERIC AND
GLOBAL AFFAIRS