

MEMORANDUM OF UNDERSTANDING

between

UNIVERSIDAD DE GUADALAJARA

and

ARIZONA STATE UNIVERSITY

This Memorandum of Understanding ("MOU") is entered into by and between the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), and Universidad de Guadalajara ("UDG").

RECITALS

A. UDG is a leading public university in Mexico devoted to education, discovery and public service.

B. ASU is an institution of scientific research and undergraduate and graduate studies devoted to education, research and public service.

C. UDG and ASU (each, a "Party" and collectively, the "Parties") wish to formalize a basis on which the Parties may explore opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective and beneficial.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1: Objective

The objective of this MOU is to formalize a non-exclusive framework of cooperation and to facilitate collaboration between the Parties to promote programs and projects that foster cooperation between them in areas related to English language training, education, capacity building, and workforce development, among others. These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties.

ARTICLE 2: Areas of Cooperation

The Parties may, in particular, explore the possibility of cooperating in the following areas of activity:

- 2.1 Active participation and collaboration by the Parties in the following areas of collaboration:

- (a) Design, development and delivery of English language training content and courses aimed at strengthening the knowledge, skills and abilities of UDG students, professors and administrators;
 - (b) Design, development and delivery of teacher/professor training services, as well as programs that facilitate mobility between UDG and ASU teachers and professors.
 - (c) Generation and dissemination of knowledge, research and capacity-building products such as case studies, research products, and other publications;
 - (d) Organization and cross-participation in events such as workshops, seminars, and others.
- 2.2 Exchange of information and consultation, as necessary and appropriate, in the interest of identifying additional areas in which, and the concrete activities for which, effective and practical cooperation may be possible within the framework of this MOU. Any exchange of information between the Parties shall be subject to their respective policies and procedures on the disclosure of information.
- 2.3 Other related activities may also be agreed upon between the Parties from time to time, subject to each of the Parties' internal policies and procedures.

ARTICLE 3: Obligations of the Parties

- 3.1 This MOU does not represent any commitment with regard to funding on the part of the Parties.
- 3.2 The details of each project undertaken by the Parties under this MOU as well as all fees and costs related to such project will be agreed by the Parties from time to time and set forth in a schedule to this MOU, which shall be binding on the Parties.
- 3.3 This MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

ARTICLE 4: Channel of Communication and Notice

- 4.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties of this MoU, the channel of communication for the Parties shall be:

4.1.1 For UDG:

Calle López Cotilla No. 1043
Colonia Centro

C.P. 44100
Guadalajara, Jalisco, México
Attention: Mtra. Nadia Paola Mireles Torres
Telephone: 36309890
E-Mail: nadia@cgci.udg.mx

4.1.2 For ASU:

Arizona State University
1475 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85257
UNITED STATES OF AMERICA
Attention: Julia Rosen
Telephone: + 1 (480) 884-1618
E-mail: Julia.rosen@asu.edu

- 4.2 Either Party hereto may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 5: Effectiveness, Amendment, Termination, and Other Matters

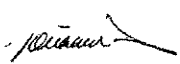
- 5.1 This MOU shall enter into force on the date of its signature by both Parties and will remain in effect indefinitely unless terminated by either Party with a written notice to the other Party. No such termination shall affect contractual obligations already entered into by either Party under this MOU.
- 5.2 This MOU may be amended only by written consent of the Parties hereto.
- 5.3 Subject to the Parties' policies and procedures with respect to the disclosure of information, the Parties may make this MOU publicly available.
- 5.4 Neither Party will use the name, logo or any other marks owned by or associated with the other Party without the prior written permission of the owning Party in each instance. UDG's use of any ASU marks must comply with ASU's requirements including using the "®" indication of a registered trademark where applicable.
- 5.5 Each Party is an independent contractor and is independent of the other Party. This MOU does not create a partnership, joint venture or agency relationship of any kind between the Parties.
- 5.6 The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.

- 5.7 Neither Party may assign or subcontract or otherwise transfer its rights or duties under this MOU without the prior written consent of the other Party.
- 5.8 This MOU may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of ASU is, at any time while this MOU or any extension thereof is in effect, an employee or agent of the other Party to this MOU in any capacity or a consultant to any other party with respect to the subject matter of this MOU.
- 5.9 The Parties agree that if any term or provision of this MOU is found to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain the particular term or provision held to be invalid.
- 5.10 This MOU shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles.
- 5.11 The Parties recognize that performance of this MOU by ASU may be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"). Should the Legislature fail to appropriate the necessary funds, then by written notice to UDG, ASU may cancel this MOU without further duty or obligation. UDG recognizes and understands that appropriation is a legislative act and is beyond the control of ASU.
- 5.12 In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or the breach thereof, the Parties will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Further, pursuant to Arizona Revised Statutes ("A.R.S.") §12-1518, the Parties acknowledge and agree, subject to Arizona Board of Regents Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this MOU if required by A.R.S. §12-133.
- 5.13 This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. The Parties may evidence execution of this MOU by means of photocopy, facsimile, or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Memorandum of Understanding.

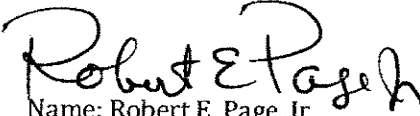
UNIVERSIDAD DE GUADALAJARA

**THE ARIZONA BOARD OF REGENTS FOR
AND ON BEHALF OF ARIZONA STATE
UNIVERSITY**


Name: Mtro. Itzcóatl Tonatiuh Bravo Padilla

Title: General Rector

Date: January 9th 2015


Name: Robert E. Page, Jr.

Title: University Provost

Date: January 9th 2015


Name: Mtro. José Alfredo Peña Ramos

Title: General Secretary

Date: January 9th 2015

This signature sheet forms an integral part of the Memorandum of Understanding dated on January 9, 2015, between the Arizona Board of Regents, for and on behalf of Arizona State University (ASU) and the University of Guadalajara (UDG).