INTER-INSTITUTIONAL AGREEMENT OF COOPERATION
BETWEEN
THE INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY
(MONTERREY, NUEVO LEÓN, MEXICO)
AND
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)
(BLACKSBURG, VIRGINIA, UNITED STATES)

November, 2004

Virginia Polytechnic Institute and State University (hereinafter referred to as VIRGINIA TECH), and the
Instituto Tecnológico y de Estudios Superiores de Monterrey (hereafter referred as ITESM), Monterrey, Nuevo
León, México, are willing to enter into and formally establish this “Inter-institutional Agreement of
Cooperation” (hereafter IAC).

The purpose of this IAC is to promote and expand international understanding, development, and friendship by
stimulating and supporting educational, professional and intercultural activities and projects among students and
staff of the two institutions, (VIRGINIA TECH and ITESM), and the respective communities which support these
institutions. Further this IAC sets forth and describes many of the general and specific aspects of the agreement,
with the understanding that on the basis of a regular review of activities, the document in both its general and
specific content may be revised with the mutual consent of VIRGINIA TECH and ITESM.

Identified general activity areas of mutual interest and concern may include but are not limited to the following:

* Student exchange programs
* Faculty/staff exchange programs
* Cultural exchange programs
* “Visiting scholars”
* Cooperative/collaborative research projects.
* Double degree programs
* Short term training programs/projects.
* Cooperative and exchange lectures, conferences and seminars

Both institutions realize that in general the language of instruction at ITESM is Spanish and at VIRGINIA TECH
the language of instruction is English.

The parties recognize that the implementation of any exchange program will depend upon the academic interests
and expertise of individual faculty members and upon the availability of financial resources. Accordingly, the
implementation of each exchange program based on this agreement shall be separately negotiated and determined
by both universities.

This agreement is not intended to be a legally binding document. It is meant to describe the nature and to suggest
the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either
institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.

DURATION, TERMINATION AND DISPUTE RESOLUTION OF THE IAC

This agreement will be effective from the date of signature and shall remain valid for an initial period of 5 years.
Thereafter, shall be automatically extended with the written approval of both parties for the same period of time.
Either institution may however terminate the agreement at anytime by giving six months written notice of such
intent to the other institution. The terms of this agreement may be revised and modified after mutual discussion
and written consent between the two institutions.

It is suggested that the agreement and activities conducted under the IAC arrangements will be reviewed and
evaluated by each institution annually to determine status for the ensuing year.
The parties agree that any controversies, disputes, or claims arising out of this Agreement, as between the parties, may be first submitted to mediation upon the written request of either party. Mediation shall be conducted in English and Spanish. A mediated settlement, if any, shall be reduced to writing. If necessary, both parties will agree on a neutral arbitrary mediator and will subject to its resolution.

**INTELLECTUAL PROPERTY**

The parties convene that this Agreement does not give VIRGINIA TECH or ITESM any license of use or rights over the intellectual property of the other party. The use of trademarks and/or denominations representative of either party are strictly prohibited without the exercising authority's written permission.

**THERE ARE MANY ADDITIONAL ACTIVITIES THAT MAY BE IDENTIFIED. THE EXTENT IS LIMITED ONLY BY IMAGINATION, INITIATIVE AND CREATIVITY OF THOSE INVOLVED.**

In the witness whereof, the parties hereto have hereunto set their hands the day and year indicated.

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Dr. Alberto Bustani  
President and Legal Representative  
INSTITUTO TECNOLOGICO DE ESTUDIOS SUPERIORES DE MONTERREY  
Monterrey Campus  

DATE

Dr. Charles W. Steger  
President  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE  
UNIVERSITY (VIRGINIA TECH)  

DATE 11/1/04

Jorge Carlos Lozano Lain  
Student Affairs Director  
INSTITUTO TECNOLOGICO DE ESTUDIOS SUPERIORES DE MONTERREY  
Monterrey Campus  

DATE 11/1/04

Dr. Landrum Cross  
Vice President for Student Affairs  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE  
UNIVERSITY (VIRGINIA TECH)  

DATE 11/2/04

Dr. Enrique Zepeda  
Vice-President of Internationalization  
INSTITUTO TECNOLOGICO DE ESTUDIOS SUPERIORES DE MONTERREY  
ITESM System  

DATE

Dr. S.K. De Datta  
Associate Provost for International Affairs  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE  
UNIVERSITY (VIRGINIA TECH)  

DATE 10/29/2004

Dr. James A. Hyatt