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

September, 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 to as ITESM), Monterrey, Nuevo León, Mexico, 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 (6) 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 arrangement 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.

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

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

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

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

Dr. Enrique Zepea
Vice President of Internationalization
INSTITUTO TECNOLOGICO DE ESTUDIOS SUPERIORES DE MONTERREY
ITESM System
DATE

Dr. S.K. De Anda
Associate for International Affairs
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)*
DATE