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)

November, 2004

Virginia Polytechnic Institute and State University (hereinafter referred to as VIRGINIA TECH), and the Instituto Tecnológico y de Estudios Superiores de Monterrey (hereinafter referred to 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 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 converse 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  
Monterrey Campus  
DATE

Charles W. Steger  
President  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)  
DATE 11/10/04

Jorge Carlos Lozano Lain  
Student Affairs Director  
INSTITUTO TECNOLOGICO DE ESTUDIOS SUPERIORES DE MONTERREY  
Monterrey Campus  
DATE 11/4/04

Dr. Landrum Cross  
Vice President for Student Affairs  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)  
DATE 11/4/04

Dr. S.K. De Datta  
Associate Provost for International Affairs  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)  
DATE 10/17/04

Dr. James A. Hyatt  

DATE
STUDENT EXCHANGE AGREEMENT
between
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(Virginia Tech)
Blacksburg, Virginia, U.S.A.
and
THE INSTITUTO TECNOLOGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY
(ITESM)
Monterrey, Nuevo Leon, Mexico

In the interest of expanding educational opportunities, Virginia Tech and ITESM agree to promote the exchange of students under the following provisions:

1. **Exchange Coordinator**
   Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange, including the selection and counseling of the exchange participants. For Virginia Tech, the Assistant Program Director for Education Abroad will serve as Exchange Coordinator. For ITESM, that role will be played by the Director of the International Programs Office.

2. **Duration of Exchanges**
   Students may be exchanged for a summer, semester, or an academic year.

3. **Number of Students to be Exchanged**
   The number of qualified students to be exchanged will be determined by mutual agreement between the two institutions. The selection process by which reciprocal exchange students are nominated is the responsibility of the sending institution. Candidates may be either undergraduate or graduate students.

4. **Balancing the Exchange**
   Parity in numbers of exchange students is the objective of the agreement. Numbers should be counted in semester units: 1 summer = 0.5, 1 semester = 1. 1 academic year = 2.

<table>
<thead>
<tr>
<th>ITESM students at VA Tech</th>
<th>VA Tech students at ITESM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 semester</td>
<td>1 semester</td>
</tr>
<tr>
<td>1 semester</td>
<td>1 trimester¹</td>
</tr>
<tr>
<td>1 semester</td>
<td>2 or 3 students for one summer session each</td>
</tr>
</tbody>
</table>

¹All academic programs at ITESM are offered in semester session except by the Graduate School of Business (EGADE) which follows a calendar based on trimesters.

However, each party should be prepared to consider a disparity in any given semester or year during the period agreement. Any and all imbalances shall be resolved by the end of the period of agreement.

5. **Academic Status**
   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 expected to maintain
full-time status at the host institution. Participating students are subject to admissions, regulations, class performance standards, and other policies of the host institution.

6. Student Eligibility
The Exchange Coordinator at each institution acting after consultation with the appropriate academic unit, will be responsible for the selection of suitable nominees for exchange. It is understood that the Coordinator will nominate students who are both academically and personally suitable for exchange abroad and that details of academic background as well as references will be provided to the host institution. It is hoped that the host institution will not reject a nominated student unless he/she does not meet established admission requirements for international students, or unless the host institution cannot guarantee availability of required courses. Courses in Computer Science, Computer Engineering, and Accounting Information Systems will not be offered to international exchange students seeking placement at Virginia Tech.

Students involved in the exchange will have proficiency level in Spanish/English that will allow them to attend regular university classes. The appropriate level will be demonstrated through the required tests in each institution.

7. Transcripts
Both institutions agree to provide a transcript at the end of the period of study, giving details of the courses studied and grades and credits awarded.

8. Student Program Fees
Each student will pay his or her regular tuition and fees to the home institution and will receive these benefits in turn from the host institution. All housing and meal costs will be the responsibility of the exchange student. The host institution agrees to provide all necessary assistance in arranging accommodation in the residence halls or off campus, as appropriate. All travel costs will be the responsibility of the individual student. Miscellaneous fees such as special course fees, fieldwork courses, key deposits, books, etc. will be paid directly by each participant.

Neither institution will charge students an application fee.

9. Vacation Periods
The individual student will be responsible for his or her own housing and meal arrangements and costs during vacation periods.

10. Insurance
Each participant will provide his or her own health and accident insurance. Proof of adequate insurance coverage must be provided to the international office of each institution. In the case of ITESM students coming to Virginia Tech, they will be required to provide proof of health insurance that meets Virginia Tech's minimum standards for insurance coverage before registering for courses.

11. Dependents
The obligations of each institution under this agreement are limited to the exchange of students and do not extend to partners or dependents. Expenses of accompanying partners and dependents are the responsibility of the exchange student.
12. Visa Requirements
Participants will be required to meet any visa requirements that pertain to studying in the host country. In the case of ITEMSM students coming to Virginia Tech, they will need to document having sufficient financial resources for the period of stay.

13. Effective Date and Termination of Agreement
This agreement shall be in effect for five years from the date of its signing. At the anniversary of the agreement, each institution will exchange a brief report indicating any imbalances of student numbers and/or other issues or problems. This agreement may be amended, and/or extended by mutual written consent of both institutions for a period beyond its original date of expiration. Either party may terminate this agreement by serving written notice to the other party. In this case, if either party desires to balance the numbers before termination, the other party will cooperate in that effort. Otherwise, termination will take effect six months from the date of the written notice.

14. Agreement
In agreement with the above terms of participation, the following signatures are affixed:

**VIRGINIA POLYTECHNIC UNIVERSITY AND STATE UNIVERSITY (Virginia Tech)**

Dr. Charles W. Steger
President

Date

**THE INSTITUTO TECNOLOGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY (ITESM)**

Dr. Alberto Bustamant
President and Legal Representative

Date

**Dr. S. K. De Datta**
Associate Provost for International Affairs, and Director of the Office of International Research, Education and Development

Date

**Dr. James A. Hight**

3
STUDENT EXCHANGE AGREEMENT - ADDENDUM
between
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
(Virginia Tech)
Blacksburg, Virginia, U.S.A.
and
THE INSTITUTO TECNOLOGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY (ITESM)
Monterrey, Nuevo León, Mexico

In the interest of expanding educational opportunities, Virginia Tech and ITESM agree to the following amendments to the original Student Exchange:

1. Add the following definitions for full-time students to Section 5 - Academic Status:

   To be considered a full-time student in each of the institutions, students must register the following course loads:

   **ITESM:**
   - Semester (undergraduate): 18 US credits (or 48 ITESM undergraduate units)
   - Trimester (graduate): 12 US graduate credits (or 48 ITESM graduate units)
   - Summer (undergraduate): 6 US credits (or 16 ITESM undergraduate units or 24 Tec graduate units)

   **Virginia Tech:**
   - Minimum full-time enrollment for undergraduate students is 12 credit hours per semester in regular A-F option (VT Grading System) or Pass/Fail option. For each summer session, the minimum is 5 credit hours. Audit hours are not used in establishing minimum full-time enrollments.
   - Full-time enrollment for graduate students is 9 credit hours or more in regular A-F option (VT Grading System), Pass/Fail option, or equivalent credit. For each summer term, the minimum is 3 credit hours.

2. Add the following definition for grading scales to Section 7 - Transcript:

   The grading systems to be used by each institution are as follows:

   **ITESM**
   
<table>
<thead>
<tr>
<th>Score</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Excellent</td>
</tr>
<tr>
<td>99-90</td>
<td>Very Good</td>
</tr>
<tr>
<td>89-90</td>
<td>Good</td>
</tr>
<tr>
<td>79-70</td>
<td>Average</td>
</tr>
<tr>
<td>Below 70</td>
<td>Failed</td>
</tr>
</tbody>
</table>

   **Virginia Tech**
   
<table>
<thead>
<tr>
<th>Score</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>100-93</td>
<td>A</td>
</tr>
<tr>
<td>92-90</td>
<td>A-</td>
</tr>
<tr>
<td>89-87</td>
<td>B+</td>
</tr>
<tr>
<td>86-83</td>
<td>B</td>
</tr>
<tr>
<td>82-80</td>
<td>B-</td>
</tr>
<tr>
<td>79-77</td>
<td>C+</td>
</tr>
</tbody>
</table>
3. Add the following statement to Section 10 - Insurance:

In the case of Virginia Tech students coming to ITESM, they will be required to provide proof of health insurance that meets the ITESM minimum standards for insurance coverage before registering for courses.

4. Add the following 2 Sections to the agreement as per ITESM Policy:

Dispute Resolution

The parties agree that any controversies, disputes, or claims arising out of this Agreement, as between the parties, shall be first submitted to mediation. 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 be subject to its resolution.

Other Educational Opportunities

This type of international educational experience may be utilized when one of the institutions (because of anticipated large numbers of participants or highly specialized type of program) contracts with the other institution for specific kinds of education experiences outside of the regular and scheduled curricular offerings.

In general, the total cost per student as well as the total cost of the program are identified. These costs will minimally include: cost of instruction, other course materials and course costs, food and lodging. Transportation may or may not be included. Since this study abroad arrangements is handled through a contract method, and since one can not anticipate the many kinds of program variations that may be developed, further details are not presented in this document.