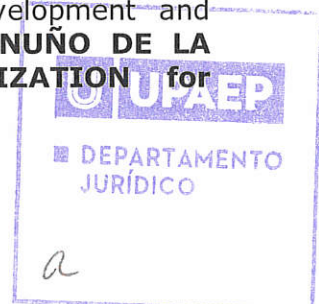


MEMORANDUM OF UNDERSTANDING WHICH IS ENTERED INTO BY THE "RIELO INSTITUTE FOR INTEGRAL DEVELOPMENT", CITY OF HUNTINGTON, NEW YORK STATE, UNITED STATES OF AMERICA, HEREAFTER CALLED "RIID", REPRESENTED BY LUIS CASASUS LATORRE, IN HIS CAPACITY OF PRESIDENT AND LEGAL REPRESENTATIVE AND THE "UNIVERSIDAD POPULAR AUTONOMA DEL ESTADO DE PUEBLA, A.C.", CITY OF PUEBLA, PUEBLA, MEXICO; HEREAFTER CALLED "UPAEP A.C.", REPRESENTED BY MTRO. JOSE EMILIO BAÑOS ARDAVIN, IN HIS CAPACITY AS PRINCIPAL AND LEGAL REPRESENTATIVE. BOTH PARTIES HEREIN SHALL BE REFERRED TO AS "UNIVERSITIES" WHEN REFERRING TO BOTH PARTIES SIMULTANEOUSLY. THIS MEMORANDUM OF UNDERSTANDING SHALL BE CALLED THE "AGREEMENT" AND SHALL BE CARRIED OUT IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

I. **"UPAEP, A.C."**, states that

- A. It is a Civil Association, legally constituted under the laws of the United States of Mexico (Mexico), with its own assets as recorded in the Notarial Instrument No. 1,460, issue number 25, dated October 15 of 1976, with the consent of the Notary Public number 19, as amended by Notarial Instrument No. 13,296, issue number 171, dated July 20 of two thousand nine, Notary Public number 40, of this city of Puebla, duly entered in the Property Public Register under the number 520, pages 105, Volume XLIV, Auxiliary Book.
- B. It is a Civil Association, dedicated to Middle and Higher Level Education, endowed with full legal capacity as an Educational Institution whose objectives include training professionals, researchers, academics and technicians useful to society, organize and conduct research focused primarily on local and national conditions and problems, and to expand the benefits of the culture as much as possible.
- C. The Principal and Legal Representative for **"UPAEP, A.C."**, A.C. is **MTRO. EMILIO JOSÉ BAÑOS ARDAVIN**, who has the legal capacity to enter into this Agreement, a capacity which at the signing of this Agreement is in full force and has not been revoked. This legal capacity is evidenced by the Notarial Instrument No. **15,865**, Volume **200**, dated June 26, two thousand and thirteen; Public Notary number 40, in the City of Puebla, in charge of Mr. Reynaldo Lazcano Fernández, and has enough powers to enter into this Agreement, which have not been amended or revoked at the time.
- D. Even when legal representative is MTRO. EMILIO JOSÉ BAÑOS ARDAVIN, the person who will be responsible for the coordination, development and execution of this Agreement shall be **DR. JOSE PABLO NUÑO DE LA PARRA, GENERAL DIRECTOR OF INTERNATIONALIZATION** for **"UPAEP, A.C."**



- E. It is duly and legally enrolled as required by law at the Registro Federal de Contribuyentes in Mexico, under the Taxpayer Identification Number **UPA761015KQ0**.
- F. For purposes of this Agreement, the legal residence for **"UPAEP, A.C."**, A.C. is **21 sur , No. 1103, Barrio de Santiago, City of Puebla, Puebla; C.P.72410'**

II. RIELO INSTITUTE FOR INTEGRAL DEVELOPMENT STATES:

- A. It is a Private Institution of Higher Education. Its headquarters are located in the city of Huntington NY, US; recognized by resolution or document number 100813000 dated August, 13 2012; Issued by NEW YORK STATE DEPARTMENT OF STATE DIVISION OF CORPORATION.
- B. LUIS CASASUS LATORRE, PASSPORT with IDENTIFICATION NUMBER AAH333070, issued in the City of MADRID, SPAIN; is recognized as the Principal and Legal Representative of **"RIELO INSTITUTE FOR INTEGRAL DEVELOPMENT"** as evidenced by appointment of Board of Directors, dated October 3th 2013.
- C. For purposes of this Agreement, as the legal residence for the RIID is: **440 WEST NECK ROAD, 11743 HUNTINGTON NY, US.**
- D. **RIID is a not for profit corporation with tax identification number (EIN):274056363.**

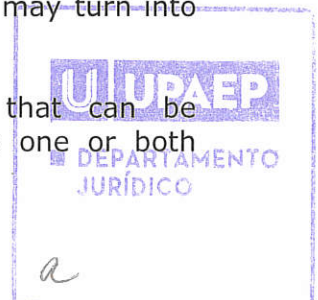
A. Purpose of the Agreement

In order to promote academic cooperation in the fields of research and education between the undersigned Institutions and, considering that the Universities share common interests and goals in the academic, scientific and cultural fields, the Universities agree to sign this Agreement.

B. Ways of Collaboration

The Universities, subject to mutual agreement, will promote collaboration between the two institutions under any academic program offered by either University at the undergraduate and graduate level that is considered relevant to either University and by mutual agreement contributes to the promotion and development of various cooperation initiatives, including but not limited to:

1. The short-term exchange of professors, researchers and administrative staff and, if permitted by the funding and other circumstances, these exchanges may turn into long-term visits.
2. Exchange Programs for undergraduate and graduate students that can be implemented with or without partial or total financing external to one or both Universities.



3. Promote scientific, academic and cultural activities, such as short courses, seminars, workshops, conferences of mutual interest and exchange of publications and academic material.
4. Design and execution of joint research projects, development and submission of formal proposals to fund such research projects and participation in international calls for papers, proposals, and projects.
5. Development of summer short programs such as Faculty-Led.
6. Development of joint academic programs including, but not limited to, dual degrees, bridge programs between undergraduate and master's programs, academic credit exchanges, and course equivalencies for academic exchanges.
7. Inter-institutional internship programs.

II. TERMS OF THE AGREEMENT

A. The exchange of Professor and Researchers

Professor and Researcher exchanges will be developed under the following guidelines:

1. Each University, for a period of time that will be determined according to each case and after mutual agreement, may invite members of the other University for visits in order to perform academic work such as teaching and/or research. Visiting professors should be fluent and have enough knowledge in the language of instruction, if they are asked to teach.
2. At the time of the invitation, the Universities will agree on the terms of financing related to travel and accommodation expenses of the professor or visiting researcher.
3. The Universities shall endeavor to attract external resources for professors and/or researchers exchange.
4. Each professor and researcher participant of the exchange must have health insurance coverage during the period of his/her visit. The host University is not responsible for providing health care or health insurance for visiting professors and researchers, but is not prevented from offering local coverage options.
5. Exchange professors and researchers will be responsible for obtaining the necessary visas and abide by all immigration laws and local regulations of the host University. The host University will cooperate with such efforts, but shall have no liability with the granting of visas, permits or approvals.
6. The Universities shall inform each other regularly about the curricular programs offered by each one, specifically in relation to research seminars, scientific congresses, conferences and symposia organized. The Universities shall exchange documents and publications resulting from these activities.

7. If collaboration between professors and research staff results in any intellectual property (IP), the Universities shall meet through designated representatives in order to seek a fair and equitable agreement regarding ownership of the IP and any other property interests that may arise. Any discussions should incline toward preserving a harmonious and continuous relationship between the Universities.

B. Exchange of Students

- 1- To provide an opportunity to the students from both institutions to learn about culture and academic life of the counterparty, students who are enrolled as full-time and part-time students in academic programs offered by the Universities, may participate in the exchange program.
- 2- The Home or Sending University, according to their own criteria, academic performance, and educational level required, will select the students who will participate in the exchange program. The Home University will provide the Host University with the list of selected students.
- 3- Acceptance of students participating in the exchange program is responsibility of the Host University, which will take into account faculty or personnel availability and the facilities needed to receive the students.
- 4- The exchange student must demonstrate proficiency in the language of the Host University.
- 5- The exchange program will last for one (1) academic semester, after which the student will return to the Home University. This period of time may be extended by agreement between the Universities for a maximum term of one (1) additional semester.
- 6- Tuition payment for participants in the exchange program will be made at the Home University.
- 7- The fee structures will be handled as follow:
 - a. Tuition. Students must pay an equivalent tuition at the Home University. The Host University will not charge any tuition or fees to students during their stay at the Host University.
 - b. Accommodations. The visiting student is responsible for his/her personal expenses and to have his/her own home or place of residence. The Universities will advise students in finding adequate accommodations for the duration of the exchange.
 - c. Transportation. The visiting student will pay his/her transportation expenses.
 - d. Health insurance. All exchange students must acquire health insurance that meets the criteria set by the Host University.
- 8- Students in the exchange program will be enrolled as full-time non-degree students at the Host University. They are only considered exchange students and therefore they cannot be granted a degree. Additionally, they must take enough courses at the Host University for their studies to be considered full-time.

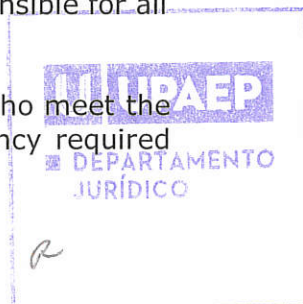
- 9- The number of undergraduate and graduate students involved in the exchange programs will be open according to the admission requirements of each University and mutual agreement.
- 10- Exchange students will have the same rights and obligations as other students of the Host University, and shall be subject to the academic and disciplinary system of the Host University during the time of the exchange.
- 11- The student exchange program is open to undergraduate, master and doctoral students. This program will be developed according to the following guidelines:
 - a. Both Universities according to the criteria and procedures thereof will recognize academic achievements at the Host University.
 - b. Specifications of each course that the exchange student will take at the Host University will be clarified and mutually agreed upon in the Learning Agreement that must be signed prior to the beginning of the exchange student experience.
 - c. The Host University will issue the certified transcript of each participating student with the corresponding number of credits at the end of the exchange period.
 - d. For undergraduate, master and doctoral programs, the Universities will agree, in each case, the time the student has to complete the course requirements at the Home University to be able to participate in the exchange program.
- 12- Exchange students will be responsible for obtaining the necessary visas and abide all immigration laws and country regulations of the host University. The host University will cooperate with such efforts, but shall have no liability with the granting of visas, permits or approvals.
- 13- Each student participating in the Exchange program must acquire a policy with coverage for health, accident, civil liability and repatriation before leaving their home country.

C. Joint Academic Programs

1. Dual Degree Programs

a) Students participating in the program must pay tuition and related fees at the Host University where the courses are being taken. This tuition shall be equal to the lowest tuition rate among the Universities. The Home University will not charge any tuition or fees to students during their stay at the Host University. Students are responsible for all other expenses such as living arrangements and meals.

b) Student Selection: **"UPAEP, A.C."** and **RIID** will select the students who meet the academic requirements and have the minimum level of language proficiency required



at the Host Institution. Each student must meet the admission requirements of each institution and degree program.

c) Participating programs: only the undergraduate, master or doctoral programs approved specifically for dual degrees by the relevant University authorities at both the Home and Host Universities are considered in this agreement.

d) Hosting and advising: The Host University will help students to find the adequate and safe accommodations. It will also provide the necessary documents, such as: admission letters and procedures for obtaining visas. Both Universities will provide orientation, advising, information and necessary guidance for students to participate in their selected programs in terms of courses, seminars, and the research programs that may better fit their academic programs.

2. Bridge Programs

a). This agreement considers the development of bridge programs. A bridge program is an academic program in which a student spends the last year of an undergraduate program from the Home University taking upper-level courses that can be considered as part of an accelerated master's program (typically 18-24 months) at the Host University. The academic credits taken would be considered at the Home University for the completion of the undergraduate program and subsequently the student can complete the master's program at the Host University.

b). Students participating in the program must pay tuition and related fees at the University where the courses are being taken. This tuition shall be equal to the lowest tuition rate among the Universities. Students are responsible for all other expenses such as living arrangements and meals.

c). Student Selection: **"UPAEP, A.C."** and **RIID** will select the students who meet the academic requirements and have the minimum level of language proficiency required at the Host Institution. Each student must meet the admission requirements of each institution and degree program.

d). Participating programs: only the undergraduate and master's programs approved specifically for bridge programs by the relevant University authorities at both the Home and Host Universities are considered in this agreement.

e). Hosting and advising: The Host University will help students to find the adequate and safe accommodations. It will also provide the necessary documents, such as: admission letters and procedures for obtaining visas. Both Universities will provide orientation, advising, information and necessary guidance for students to participate in their selected programs in terms of courses, seminars, and the research programs that may better fit their academic programs.

III. MUTUAL RESPONSABILITIES

Both Universities hereby agree as follows:

1. The Host University must provide each exchange student with a tutor. The tutor will provide the visiting student with academic and personal guidance during the exchange period.
2. The Host University will send the students applying for the exchange a formal letter of admission with the resolution of accepted or rejected by the Host University no more than thirty (30) days after receiving the application.
3. Each University shall provide the other the exact dates of enrollment courses including the start and the end of the semester.
4. The Host University shall organize and conduct a comprehensive classroom orientation program for visiting students upon arrival at the Host University. This program must include information regarding the University, academic, cultural and recreational activities, city or country awareness such as the threat of crime, terrorism, civil disturbance or disease.
5. Each academic period, the Host University will provide to the Home University the information corresponding to the courses in which the student is enrolled. After the program conclude, the Host University will be responsible for sending the course transcripts or approval certificates in a timely manner.
6. Both Universities shall ensure that each student has insurance that covers repatriation and medical emergencies abroad.
7. The Host University shall report immediately to the Home University any accident, illness, adjustment difficulties, behavioral or academic problems, severe absenteeism, changes in the number of credit hours, or any emergency involving the student. If there is a problem that involves students, both Institutions, home and host Universities will work together to help and solve the problem.
8. The Host University shall not discriminate against any student or applicant from the home Institution of race, color, nationality, physical disability, mental disability, medical condition, civil status, age or gender, be denied the benefits provided to its own students.

IV. ADMINISTRATIVE POLICIES

1. The terms of partnership for specific activities that are not described in this Agreement shall be discussed and agreed between the Universities, in writing, prior to the beginning of such activity. The agreements reached will constitute annexes to this Cooperation Agreement. Each specific agreement must include the specific purpose, activities taking place, duration, budget and funding, intellectual property issues, and must be approved by the competent authorities.

2. For coordination purposes of this Cooperation Agreement, the Universities designate the following liaisons:

RIID

Name: Maria Catalina Ovando Chico

Position: Mexico Liaison Officer

Address: Calle 51 Sur, 4916 Colonia Estrella deal Sur

City: Puebla, Mexico

Phone: +521 (222) 354 9089

Email: mariacatalina.ovando@upaep.mx

"UPAEP, A.C."

Name: José Pablo Nuño de la Parra

Position: General Director of Internationalization

Address: 21 sur 1103, Colonia Barrio de Santiago, CP: 72410

City: Puebla, Mexico

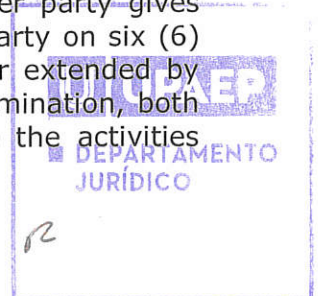
Phone: +52 (222) 229 94 00 ext. 7741

Email: pablo.nuno@upaep.mx

Any notification of change of liaison officers shall be in writing without modifying this Cooperation Agreement.

V. LEGAL POLICIES

1. **Intellectual Property:** The Universities agree that the Specific Partnership Agreements during collaborative efforts contain the necessary provisions to regulate matters concerning the ownership of inventions, copyrights or other intellectual property developed jointly by both Universities.
2. **Civil liability:** It is expressly agreed that the Universities shall have no liability for any damages caused as a result of unforeseeable circumstances or special situations, particularly the suspension of academic or administrative work, with the understanding that upon cessation of the anomalous events or interruptions, activities will be resumed in the form and terms determined by the Universities.
3. **Employment Relationship:** This agreement is academic, so it does not generate or imply an employment or labor relationship between the Universities or their various members, employees, and students or result in any kind of social or labor benefits for professors and researchers from the Host University at the Home University, and vice-versa.
4. **Term and Amendment:** This Agreement shall be in effect for a period of five (5) years. The Agreement shall be in force during this period and shall be automatically extended for additional periods of four (4) years, as long as neither party gives notice of termination to the other. It may be terminated by either party on six (6) month's prior notice in writing. This Agreement may be modified or extended by mutual agreement in writing of both Universities. In the event of termination, both Universities will take the necessary measures to give continuity to the activities already initiated until its final conclusion.



- 5. Dispute settlement:** the Universities state their intention and commitment to deliver in goodwill all actions and responsibilities arising under this Agreement. In case of disagreement, both Universities agree to resolve these disagreements directly and voluntarily through the Universities' Principals or their duly appointed.
- 6. Integral Agreement:** This Agreement constitutes the entire agreement binding the Universities relating to its Agreement objectives. Accordingly, this Agreement shall replace all previous written or oral agreements related to the same objectives.

After having read this Cooperation Agreement with both Universities, being made aware of its terms and legal implications, the Agreement is signed in triplicate, each 9 pages printed on both sides, on February twenty-five of two thousand sixteen.

"UPAEP, A.C."



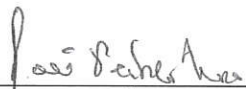
EMILIO JOSÉ BAÑOS ARDAÍN
PRINCIPAL AND LEGAL REPRESENTATIVE OF
"UNIVERSIDAD POPULAR AUTÓNOMA DEL
ESTADO DE PUEBLA, A.C."

RIID



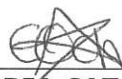
LUIS CASASUS LATORRE
PRESIDENT AND LEGAL REPRESENTATIVE
OF "RIELO INSTITUTE FOR INTEGRAL
DEVELOPMENT"

**RESPONSIBLE FOR THE
COORDINATION, DEVELOPMENT AND
EXECUTION OF THIS AGREEMENT FOR
"UPAEP A.C.",**



JOSÉ PABLO NUÑO DE LA PARRA
GENERAL DIRECTOR OF
INTERNATIONALIZATION.

**RESPONSIBLE FOR THE
COORDINATION, DEVELOPMENT
AND EXECUTION OF THIS
AGREEMENT FOR "RIID"**



MARIA CATALINA OVANDO CHICO
MEXICO LIAISON OFFICER