



**MEMORANDUM OF AGREEMENT  
FOR COLLABORATIVE EDUCATIONAL PROGRAMS  
Between  
UNIVERSIDAD POLITECNICA DE ALTAMIRA  
And  
TEXAS A&M INTERNATIONAL UNIVERSITY**

**GENERAL CONDITIONS**

THIS AGREEMENT outlines a program of cooperation for collaborative educational programs between Texas A&M International University, an agency of the State of Texas and a component of the Texas A&M University System, located in Laredo, Texas, United States of America (hereinafter, "TAMIU") and, **UNIVERSIDAD POLITECNICA DE ALTAMIRA** (hereinafter, "UPALT").

WHEREAS, TAMIU and UPALT recognize the value of scientific and educational exchange for promoting the research and teaching activities of the two respective institutions, as well as for deepening the understanding of the economic and social issues and traditions of the two respective cultures; and,

WHEREAS, TAMIU and UPALT have held discussions that established the desirability of strengthening the bonds between the two academic communities by enhancing scholarly interaction of the two institutions through the promotion of systematic and continuing exchange of academic materials, of faculty and staff to participate in instruction and research, and of students to pursue academic programs; and,

WHEREAS, TAMIU and UPALT are committed to fostering greater cooperation between the two Institutions;

It is therefore, mutually agreed that the two institutions will collaborate in several activities which may include but are not limited, to those listed below (details for each activity to be negotiated separately and individually):

- Exchange of Faculty
- Exchange of Students
- Collaborative Research
- Exchange of Education Materials & Databases
- Joint and Dual Degree Programs
- Joint Sponsorship Conferences, Symposia, etc.
- Languages (English, Spanish, French)

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A. Exchange of Faculty:

When academically and logistically feasible, and as mutually agreed upon, members of the faculty of each institution will be invited to serve as visiting members of the faculty of the other. Visiting professors will engage in teaching and other scholarly work related to the needs of the instructional and research programs of the host institution, as long as they comply with the immigration requirements and have the letter of acceptance through the competent authority.

B. Exchange of Students:

When academically and logistically feasible, and as mutually agreed upon, qualified students from each University will be accepted at the other to pursue study. Qualifications required for admission and other provisions shall be as specified by the long-term Memorandum of Agreement, as long as they comply with the immigration requirements and have the letter of acceptance through the competent authority.

C. Collaborative Research:

The two institutions agree to work together to identify among their respective teaching bodies interest in conducting collaborative research and thus seek together funds for the execution of such research.

D. Exchange of Educational Materials & Databases:

Upon the parties' written mutual and authorized agreement the two institutions agree to exchange academic materials of mutual interest at no or minimal cost. Each institution will provide the other with a description of research programs, as is appropriate and necessary.

E. Joint and Dual Degree Programs:

The two institutions agree to examine further the viability of joint and dual degree programs between compatible colleges at each institution.

F. Joint Sponsorship of Conferences:

The two institutions agree to further examine the viability of joint sponsorship of conferences and other academic events.

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**OTHER PROVISIONS**

- 1. **Effective Date:** This Agreement will go into effect immediately on the date of the final signing.
- 2. **Duration:** This Agreement will expire 5 years after the final signing date either institution may terminate this Agreement for any reason by giving 30 days written notice to the other institution.
- 3. **Notices:** Any notice required or permitted under this Agreement must be in writing and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. **TAMIU** and **UPALT** can change their respective notice address by sending the other Party a notice of the new address. Notices should be addressed as follows:

**By TAMIU:**  
 Mariana Barberena  
 Program Manager U.S.-Mexico Relations  
 United States of America  
 Office of Global Initiatives  
 Texas A&M International University  
 5201 University Boulevard, LBV 301  
 Telephone: 956.326.2831  
[mariana.barberena@tamiu.edu](mailto:mariana.barberena@tamiu.edu)

**By UPALT:**  
 Nelly Vargas Rodriguez  
 Liaison Director  
 Altamira, Tamaulipas  
 Universidad Politécnica de Altamira  
 Telephone: 833 100 8283 Zip. 89602  
 Nuevo Libramiento Altamira Km3  
 Santa Amalia, Altamira Tamaulipas  
[nelly.vargas@upalt.edu.mx](mailto:nelly.vargas@upalt.edu.mx)  
[rectoría@upalt.edu.mx](mailto:rectoría@upalt.edu.mx)

- 4. **Amendment:** This Agreement may be amended or renewed only by written consent of authorized representatives of the institutions.
- 5. **Non-Assignment:** **UPALT** shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of **TAMIU**.
- 6. **Representations & Warranties:** If **UPALT** is a business entity, **UPALT** warrants, represents, covenants, and agrees that it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all the approvals required to execute and deliver this Agreement, and the individual executing this Agreement on behalf of **UPALT** has been duly authorized to act for and bind **UPALT**
- 7. **Entire Agreement:** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.



8. **Governing Law:** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
9. **Venue:** Pursuant to Section 85.18(b), Texas Education Code, the mandatory venue for all legal proceedings against TAMIU shall be in the county in which the principal office of TAMIU's governing officer is located, which is Webb, Texas.
10. **Force Majeure:** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
11. **Indemnification:** UPALT shall indemnify and hold harmless A&M SYSTEM, TAMIU, and their regents, employees, and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense, or loss asserted against A&M System Indemnitees arising out of any acts or omissions of UPALT or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.
12. **Non-Discrimination:** Any discrimination by any institution or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.
13. **Severability:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof. This Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
14. **Compliance with Laws:** Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

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15. **Non-Waiver Privileges and Immunities:** TAMIU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. UPALT expressly acknowledges that TAMIU is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMIU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of TAMIU.
16. **Conflict of Interest:** UPALT certifies, to the best of their knowledge and belief, that no member of the A&M SYSTEM Board of Regents, nor any employee of TAMIU or A&M SYSTEM, has a direct or indirect financial interest in UPALT or in the transaction that is the subject of the Agreement.
17. **Export Compliance:** TAMIU is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances that UPALT will not export data or commodities to certain countries without advance approval of that agency. TAMIU neither represents that a license will not be required nor that, if required, it will be issued. UPALT shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. UPALT certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
18. **Not Eligible for Rehire:** UPALT is responsible for ensuring that its employees involved in any work being performed for TAMIU under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event TAMIU becomes aware that UPALT has a NEFR Employee involved in any work being performed under this Agreement, TAMIU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMIU.

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IN WITNESS WHEREOF, the parties sign this agreement in duplicate originals, in English and Spanish, on the date listed below.

By "TAMIU"

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DR. PABLO ARENAZ

President

By "UPALT"

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DR. JESÚS RICARDO RAMOS SÁNCHEZ

Rector

Date 9-5-2023

Date 9-5-2023