

MEMORANDUM OF AGREEMENT

AMERICAN UNIVERSITY

4400 Massachusetts Avenue, N.W.
Washington, D.C. 20016
United States of America

and

EL COLEGIO DE MEXICO, A. C.

Camino al Ajusco número 20, Colonia Pedregal de Santa Teresa,
Código Postal 10740, Delegación Tlalpan,
México, Distrito Federal.

American University ("AU"), represented by President Benjamin Ladner, and El Colegio de Mexico, A. C. ("COLMEX") represented by President Andrés Lira González, enter into this Agreement on this 2nd. day of december, 2004, to establish a reciprocal student exchange program through which each institution's undergraduate students may study at the other institution for a period of a semester or year. COLMEX students studying at AU will do so under the auspices of AU's special program of study for visiting international students (Abroad at AU). AU and COLMEX will support the activities of this educational partnership in accord with the terms of this Agreement for the mutual interests of both institutions.

AU and COLMEX agree to the terms and conditions set forth below.

Section 1. Period of Agreement. The Agreement is effective for a period of five (5) years from the date above and can be renewed every five (5) years thereafter upon the mutual, written consent of both institutions.

Section 2. Numbers of Exchange Students. AU and COLMEX agree to accept qualified undergraduate students from their respective institutions beginning in the 2005-2006 academic year. The institutions agree to accept a maximum of two (2) students per year if they study for the entire academic year, four (4) students if they study for only a semester, or any combination thereof not exceeding four semesters of study by students from one institution at the



other. Two (2) students enrolling for one (1) semester or term will be deemed equivalent to one (1) student for one (1) year. A balance in the numbers of students sent and received by each institution will be sought over a period over a three year period. (See Section 10)

Section 3. Admission and Enrollment of Students. Each institution will ensure that its students qualify to meet the other's admissions standards. Each, however, will retain decision-making authority on the admission of students from the other institution. Each institution will inform the other of the number and names of its students who are intending to apply with sufficient advance notice for the institutions' respective planning purposes. Applications will, however, be made directly by each institution's students to the other institution, following each institution's standard procedures and timetable for the admissions process. Such procedures and timetable will be communicated by each institution to the other's students with sufficient advance notice for them to complete and submit their applications. The institutions acknowledge that their students may not be able to enroll in all their desired courses due to capacity constraints, in which case each institution will make every reasonable effort to accommodate them in alternative courses in the fields of study they wish to pursue.

Section 4. Student Status and Access. Students will attend AU and COLMEX on a full-time basis as visiting students. They will have access to all undergraduate academic areas and courses of study for which they are qualified, except those specifically proscribed by either institution. COLMEX students attending AU under the provisions of this Agreement will be required to take one (1) of two (2) courses—What Is America? and How Washington Works—that have been especially designed by AU for visiting international students for its Abroad at AU program. COLMEX students may take both courses if they so desire.



Section 5. Transfer Credit. Course credits earned by exchange students at either institution may be transferable to the home institution's transcripts, subject to each institution's regulations regarding the release of transcripts. Before each academic term, AU and COLMEX will examine students' proposed courses of study to assist each institution in deciding on such transferability. If requested by the other institution, each will provide supporting documents relevant to students' proposed courses of study, including course descriptions, curriculum vitae of relevant faculty, and available course syllabi. The final determination of such transferability will, however, remain with students' home institutions. AU and COLMEX agree to provide student academic records and grades as soon as possible, but no later than six (6) weeks after the conclusion of the academic term, if students have cleared their financial accounts with the host institution and have no other unfulfilled obligations to the host institution that would restrict the release of their records and grades.

Section 6. Information and Orientation. At least four (4) months prior to the commencement of each academic term, each institution will provide the other's students with information required to obtain immigration documents. At least two (2) months prior to the commencement of each academic term, each institution will provide the other's students with detailed curricular and extra-curricular information relevant to their attendance as exchange students. Upon arrival at the host institution, students will receive an on-site orientation covering the full range of the institution's academic and non-academic services and facilities. Students will have the same access to all services and facilities as other students at each institution, including, but not limited to, the library, technology, recreation, and cultural activities. Staff of AU's Office of International Student Services will coordinate with other support offices to respond to COLMEX students' requests for academic, advisory, and personal counseling services, and will consult with COLMEX staff in complex situations that require a coordinated response. COLMEX will provide a similar designation and range of services for AU students.



Section 7. Housing. Exchange students will be encouraged to live on campus in order to ensure the full integration of students into the host institution's entire student community. The institutions will assist them in locating off-campus housing if students strongly prefer such housing, or if the host institution does not possess on-campus housing, or in other exceptional circumstances. The institutions cannot, however, guarantee such off-campus housing. As with on-campus housing, each institution will endeavor to integrate the other's students in off-campus housing with students from the host country.

Section 8. Health and Insurance. Exchange students will be required to purchase student health insurance from the host institution for the period of their study. Each institution will direct the other's students requiring medical assistance to its student health facilities and, if necessary, other appropriate facilities. However, neither AU nor COLMEX will be responsible for any medical expenses incurred by its students that are not covered by the institutions' respective student health insurance policies. Therefore, all exchange students will be required to demonstrate that they are also covered by their own individual, valid health insurance purchased at their own expense prior to departing their home country for their study abroad experience. If either institution determines that a student from the other institution is in an emergency situation, it will promptly notify the other and cooperate fully in determining what additional actions may be required.

Section 9. Payment Arrangements. Exchange students will pay tuition costs to their home institutions and will be exempted from paying such costs to the host institution. Students will, however, be responsible for all their personal expenses, including, but not limited to, housing (including deposit), meals, transportation (to, from, or within each host country), passports and visas, freight and baggage shipments, books and other supplies, storage, repatriation, telephone, e-mail, and other communication expenses. Exchange students residing in institutional housing will pay the respective



Section 11. Student Conduct. Exchange students will be subject to the student conduct policies, rules, and regulations of each host institution. Each agrees to provide its students with a written copy of the other institution's policies and standards at the time of the students' on-site orientation. Each institution can take disciplinary action against a student from the other institution for any reason they jointly deem appropriate, but only after consultation with the other institution.

Section 12. Liability. Neither AU nor COLMEX will be liable for damages caused by exchange students to their own or other persons and property, including damage due to abuse of alcoholic beverages, medicines, or illegal drugs. Exchange students will be individually liable for the economic and legal consequences of their personal actions and will be subject to the laws of the United States and México. Each institution will notify its students in writing of this liability prior to their attendance at the other institution. Neither AU nor COLMEX will be liable for any failure or delay in performing the obligations of this agreement caused by acts of God, terrorism, flood, fire, war, public enemy, or other similar catastrophes. Each institution will protect and hold harmless the other from any loss, claim, or damage resulting from wrongful acts or omissions.

Section 13. Amendments. This Agreement may be amended by the written consent of the signatories or their duly authorized representatives.

Section 14. Termination. Either institution may choose to terminate this Agreement by written notification to the other. However, the institution in surplus may not terminate the agreement without compensating the institution in deficit. The preferred mode of compensation is payment by the institution in surplus of the deficit institution's full tuition, or a negotiated proportion thereof, for every student in surplus at the time of written notification by the institution in surplus of its intention to terminate the Agreement. Other compensatory



arrangements may, however, be agreed upon in writing by both institutions and shall be concomitant with the termination of this Agreement. The institution in deficit desiring to terminate the Agreement may do so without the need for any such compensatory arrangements. Termination will be effective three (3) months after written notification is received by the other institution, provided, however, that the aforementioned compensatory arrangements, if required, have been negotiated to the mutual satisfaction of the parties. The notice of termination notwithstanding, students already admitted or enrolled at AU or COLMEX under this Agreement will be permitted to complete their studies through the end of the semester or year for which they have been admitted and enrolled.

Section 15. Legal Compliance. AU and COLMEX warrant and represent that they are in compliance with all laws of the United States and Mexico regarding business licenses and permits of any kind required to perform the services described in this Agreement.

Section 16. Official Notice. All official notices and correspondence regarding this Agreement will be sent to:

AMERICAN UNIVERSITY

Dr. Sara Dumont
Director, AU Abroad
American University
4400 Massachusetts Avenue, NW
Washington, DC 20016-8026
USA
Tel: (202) 895-4833
Fax: (202) 895-4885

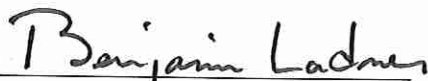
EL COLEGIO DE MEXICO, A.C.

Dr. Jean-François Prud'homme
Coordinador General Académico
Camino al Ajusco 20
10740 Pedregal de Santa Teresa
Mexico, D.F.
Mexico
Tel: (52-55) 54-49-30-00
Fax: (52) – (55) 56-45-04-64



Section 17. Jurisdiction. This Agreement will be governed and construed by the applicable laws of the United States and Mexico and be subject to the jurisdiction of the courts of these countries. The parties agree to negotiate in good faith and to ensure lawful and viable performance of this Agreement.

Now intending to be legally bound, AU and FI have caused their duly authorized representatives to execute this Agreement on the day and date first written above.



Benjamin Ladner
President
American University



Dr. Andrés Lira González
President
El Colegio de México, A. C.

