

**EXCHANGE PROGRAM AGREEMENT
PARTICULAR TERMS**

**BETWEEN
EL COLEGIO DE MÉXICO
AND
SCIENCES PO**

El Colegio de México, a public institution dedicated to research and higher education endowed with its own legal personality in accordance with the provisions of article 7 of the Presidential Decree dated November 7, 1962, as well as the provisions of the Presidential Decree dated August 19, 1998, and in the Civil Association Constitution Act Number 35,562 dated October 8, 1940, registered in the Public Registry of Property on October 25 of that same year; located at Carretera Picacho Ajusco 20, Col. Ampliación Fuentes del Pedregal, 14110, Tlalpan, Mexico City, Mexico; and represented by its President Mrs. Silvia Elena Giorguli Saucedo.

Henceforth referred to as “**El Colegio**” or the “**Partner**”

and

The Institut d'Etudes Politiques de Paris, a public scientific, cultural and professional establishment registered under the SIREN number 197 534 316 and managed, by virtue of Article L758-1 of the French Educative Code (Code de l'Education), by the Fondation Nationale des Sciences Politiques, a private foundation, jointly referred under the name ‘Sciences Po’, represented by its Director, Mr. Frédéric Mion,

Henceforth referred to as “**Sciences Po**”

Henceforth referred to jointly as the “**Parties**” and individually as a “**Party**” or as an “**Institution**”.

WHEREAS:

The purpose of El Colegio is to:

- organize and conduct research in the fields of social sciences and humanities;
- focus on higher education to train professionals, researchers, and university professors;
- edit books and magazines that reflect the work of its research professors;
- collaborate with other national and foreign institutions to achieve common objectives.

The purpose of Sciences Po, since its origins, is to:

- deliver fundamental education and transmit knowledge from a multidisciplinary, international perspective, focusing on action and taking responsibility;
- make a decisive contribution to methodological, epistemological and theoretical advances and applied research in the human and social sciences.

As Parties share common goals of education, they desire to strengthen their academic and scholarly links between Students through international and cultural opportunities; both Parties wish to enter into this Agreement to set out the terms of implementing their cooperation and the respective obligations of each Party.

In this context, following negotiations, the Parties wished to enter into this Agreement to set out the terms of implementing the Exchange Program and the respective obligations of each Party.

These Particular Terms complete the General Terms appended hereto and may derogate from them. All the provisions of the General Terms not modified herein shall apply to the Particular Terms signed by the Parties.

The Particular Terms and the General Terms therefore form an indivisible whole, covering all the Parties' obligations under the Agreement. Signature of the Particular Terms therefore implies acceptance of the General Terms.

Words beginning with a capital letter will have the same meaning as that given in the General Terms.

THIS BEING STATED, THE FOLLOWING HAS BEEN AGREED:**Article 1 - PURPOSE OF THE AGREEMENT**

The Parties agree to cooperate for:

- Exchange Program

Article 2 - ACADEMIC REQUIREMENTS**Exchange Program**

Candidates who wish to enroll into the Exchange Program must meet the following requirements:

- be full-time regular Students from the Home Institution;
- have completed at least 2 years of studies at their Home Institution;
- meet the academic and linguistic requirements of the Host institution.

Article 3 - ADMISSION PROCESS

Exchange Program

Candidates willing to take part in the Exchange Program must present their application to the Exchange / International Program Coordinator, or other designated official, in their Home Institution.

The Exchange / International Program Coordinator of the Home Institution will take care of Candidates applications and the admission process.

The Exchange / International Program Coordinator of the Home Institution will send the applications and documents required by the Host Institution at least four months before the beginning of the Exchange Program.

Article 4 - TUITION AND FEES

Tuition and Fees applicable to Exchange Program

Pursuant to Article 7.2 of the General Terms, exchange Students will enroll and pay tuition and fees in their Home institution. They must not pay tuition or fees in the Host Institution, unless otherwise explicitly stated.

Article 5 - PARTY REPRESENTATIVES AND NOTICES

Pursuant to Article 19 of the General Terms, the Agreement is monitored by an Exchange / International Program Coordinator:

For El Colegio:

Luisa Alejandra González Barajas

Head of the Academic Exchange Office

Carretera Picacho Ajusco #20, Ampliacion Fuentes del Pedregal, Tlalpan, 14110,
Mexico City, Mexico

T. +52 55 5449 3000, ext. 3158

For Sciences Po:

Larissa Frozel Barros

International Affairs Manager for Latin America

27 rue Saint-Guillaume 75337 Paris cedex 07 France

T. +33 1 45 49 83 15

Article 6 - TRADEMARK AND MONOGRAM

Pursuant to Article 13 of General Terms, trademark and monogram of each Party are as follow:

For El Colegio:



For Sciences Po:

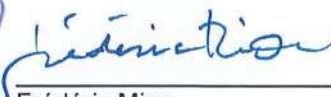
SciencesPo

In witness hereof, the Parties hereby affix their signatures to this document in two counterparts on the 27th of July of 2020.

For El Colegio

For Sciences Po


Silvia Elena Giorguli Saucedo
President of El Colegio


Frédéric Mion
Director of Sciences Po



I. GENERAL TERMS

Article 1 - DEFINITIONS

Under this Agreement, the terms beginning with a capital letter have the following meanings:

Agreement means both the General Terms and Particular Terms and any supplementary amendment.

Candidates means persons desiring to join the Exchange Program.

Exchange Program means a program in which students of a Home Institution study abroad at Host Institution.

General Terms means terms and conditions applicable to the Exchange Program.

Home Institution means the Institution where the Students are originally enrolled and intends to graduate.

Host Institution means the Institution where the Students are temporarily studying.

Particular Terms means special terms and conditions applicable to each program.

Students means persons enrolled in the Exchange Program.

Article 2 - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to set out the terms and conditions under which Exchange of Students take place.

Both Parties agree to undertake good faith efforts and discussion with the goal of establishing academic and scholarly cooperative that are of mutual interest to departments, faculty, and Students of each Institution.

Article 3 - NON - DISCRIMINATION

The Parties agree that Candidates will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status or physical disability. In accordance with articles 2 and 3 of the Particular Terms, both Parties will jointly accept Candidates if academic qualifications and standards are met. All Candidates and Students will be treated in the same non-discriminatory manner in carrying out the provisions of the Agreement, subject to

the provisions of the policies and requirements of each of the Institutions. Any violation of these principles will be considered as a breach, which could entail the termination of the Agreement pursuant to article 8 of the General Terms.

Article 4 - ACADEMIC REQUIREMENTS

Candidates must fulfill the academic requirements of the programs they wish to attend alongside the Host Institution in accordance with article 2 of the Particular Terms.

Article 5 - ADMISSION PROCESS

Exchange Program will be open to a limited number of Students.

The admission process for the acceptance of Students will be conducted according to the admission process established by the Institutions as provided for by Article 3 of the Particular Terms.

Article 6 - STUDENTS MATTERS AND OBLIGATIONS

Students will enjoy the same privileges granted to full-time regular students from the Host Institution. Students are also subject to laws, rules and internal regulations of the Host Institution.

In an academic discipline or academic misconduct matter, Students will be subject to the disciplinary and legal procedures of the Host Institution without prejudice to the provisions of international law, including treaties and international criminal law.

Where required and if it's authorized by local laws, the Institutions will cooperate in providing each other with any information that may be of assistance in such disciplinary matters.

Is had been agreed by the Institutions that Students must:

- (a) satisfy the immigration requirements for their journey to and from the country of the Host Institution;

- (b) make the necessary national or international transportation arrangement themselves;
- (c) provide their own funding. The Host Institution is under no obligation to provide funding for Students;
- (d) find their own housing. If Students are interested in the Institution housing facilities (when applicable), they will have to apply to the housing office of the Host Institution through its coordinator, following the official institutional procedure;
- (e) purchase appropriate medical, accident, civil liability and repatriation insurance for the duration of their study period. The costs of any health insurance required, as well as any medical expenses not covered by such insurance, will be the personal responsibility of Students.

Article 7 - FINANCIAL ARRANGEMENTS

7.1 Capital flows between Parties

The Institutions acknowledge and agree that neither of them shall be obliged to pay any sum to other in respect of the Agreement.

Except where an express provision of this Agreement states the contrary, each and every obligation of an Institution under this Agreement shall be performed at that Institution's cost.

7.2 Tuition and fees

Students will pay tuition and fees in accordance with Article 4 of the Particular Terms.

It is understood that each Party may initiate a procedure for the reimbursement of the tuition and fees to its own concerned Students, in accordance with its internal rules and legislation.

Notwithstanding the foregoing and in accordance with the cooperation obligation of each Party, each Party will do its best to aid the other Party in recuperating the amount due by the Student (contact the Student, intervene as a mediator...).

Article 8 - TERM AND TERMINATION

8.1 Term

This Agreement enters into force upon signing by both Parties and remain in effect for a period of five (5) years, automatically renewable from year to year thereafter.

8.2 Termination

8.2.1 Termination without fault

Either Party may terminate this Agreement by giving no less than six (6) months before the renewal date by written notice.

8.2.2 Termination by fault

Either Party may terminate this Agreement immediately by written notice if the other is in default or in breach of any provision under this Agreement provided that the aggrieved Party has first given three (3) months written notice to the other Party to remedy such default or breach and the other Party fails to do so within the specified period.

8.2.3 Termination by force majeure

In the event of non-performance of an obligation arising from a case of force majeure as set out by Article 16 of General Terms, the defaulting Party shall inform the other Party immediately in order to plan jointly all necessary measures to reduce the consequences thereof. Should the case of force majeure exceed two (2) consecutive months, the other Party may terminate the Agreement as of right, immediately and without compensation, by recorded delivery letter with receipt acknowledgement. Exercising the right of termination does not exempt the defaulting Party from fulfilling the contracted obligations up to the effective date of early termination of the Agreement.

In the event that this Agreement is terminated, the Parties will use their best endeavors to ensure that Students enrolled in the Exchange Program at the time of termination are able to satisfy the requirements of and complete the program in which they are enrolled.

Article 9 – MODIFICATION

The terms of this Agreement may be changed or modified by written amendment and signed by both Parties.

Article 10 - CONFIDENTIALITY

Each Party undertakes to treat as strictly confidential any information, document or material sent to it by the other Party, or which might come to its knowledge as a result of performing the Agreement, in writing, verbally or by any other means of disclosure chosen by the Parties during the term of the Agreement.

The receiving Party undertakes only to use the confidential information for the purposes of the Agreement, to the exclusion of any other use, in particular commercial use.

The Parties shall ensure that this confidentiality obligation is respected by their employees, agents, partners, sub-contractors, suppliers and more generally any person authorized to transmit all or part of this information. The Parties will guarantee compliance by the persons mentioned above.

Information is not considered confidential if the receiving Party can prove in writing, before disclosure to a third party, that:

- (a) the disclosing Party stated in writing that the information could be disclosed or used by the receiving Party without any restriction or;
- (b) the receiving Party was fully aware of the information prior to its disclosure by the disclosing Party or;
- (c) the information was in the public domain without the receiving Party breaching its obligations under the Agreement or;
- (d) the information was notified to the receiving Party by a third party, independent of the disclosing Party and not bound to the disclosing Party by any confidentiality obligation concerning the confidential information or;
- (e) the information was independently developed by or for the receiving Party without use of the confidential information received under the Contract or;
- (f) the information was required to be disclosed to the public authorities in accordance with the laws and regulations, or following an administrative or court injunction, provided that the disclosing Party received prior written notification of the said disclosure and the receiving Party performed all the usual legal actions to

obtain confidential treatment of the information and to restrict the extent of its disclosure.

The non-disclosure obligation and restrictions on use defined in this article above shall remain in force for the entire term of the Agreement and for a period of three (3) years after expiry or termination thereof, for whatever reason.

Article 11 - PERSONAL DATA

The Parties acknowledge that each Party will comply with all law, policy, and practice, in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable to personal data that each Party receives from the other, including the following requirements:

11.1 Obligations between the Parties

Each Party must:

- (a) collect only personal data necessary for the Agreement;
- (b) each data processing will be carried out in accordance with all relevant provisions applicable in European Union;
- (c) deal promptly and properly with all reasonable inquiries from the other Party related with an inquiry from a competent supervisory authority;
- (d) only use or disclose personal data for the purposes for which it was collected, consistent with the notice to Candidates/Students;
- (e) only disclose personal data to officers, employees, consultants, or agents of any Party, who need the information for official duties, consistent with the notice to Candidates/Students;
- (f) protect personal data in all formats, including hard copy and electronic, by employing effective, up-to-date security, consistent with excellent current standards, including for information security;
- (g) retain personal data only as long as necessary for the purposes for which it was collected or created, and securely destroy it once it is no longer necessary for those purposes; and

- (h) notify the other Party in writing forthwith of any event, or treatment of personal information inconsistent with these requirements, and promptly take all steps necessary to remedy the event and prevent its recurrence.

11.2 Obligations of each Party with respect to Candidates/Students

Each Party must:

- a) provide notice to Candidates/Students of:
 - i. what personal data about them must be collected;
 - ii. intended purposes for their personal data; and
 - iii. contact information of an official for questions.
- b) informed Candidates/Students their right of access to all data relating to them that are processed and, as appropriate, their right to the rectification, erasure or blocking of data the processing of which does not comply with the principles set out in the Agreement, in particular because the data is incomplete or inaccurate.

Article 12 - EDUCATIONAL RECORDS OF STUDENTS

Each Institution shall keep and maintain its own educational records during the term of this Agreement. On termination or expiration of this Agreement, the Parties shall keep all records and charts related to Students in accordance with its established policies and procedures and laws of the jurisdiction.

Article 13 – COMMUNICATION ABOUT THE AGREEMENT

In order to promote the Agreement and encourage other organizations, institutions and companies to do the same, the Parties may communicate about the Agreement, together or separately.

In this context, each Party is authorized to use the verbal and/or graphic elements belonging to the other Party, in accordance with the recommendations given in the Particular Terms, and under the following conditions:

- the Partner authorizes Sciences Po, on a personal, non-exclusive and non-transferable basis, to use the textual and/or graphic elements, in accordance with Article 6 of the Particular Terms, in order to promote the Agreement, to the exclusion of any other commercial or non-commercial use. The right of use mentioned above includes the right to reproduce the elements in any medium, and the right of representation by any means. The right is granted by the Partner for the term of the Agreement and in any territory. Sciences Po will only permit use of the textual and/or graphic elements by its employees, managers and consultants for uses that are strictly necessary in the context of the Agreement. Any use of the textual and/or graphic elements must be made in the manner instructed by Sciences Po. The user undertakes not to change the text, graphics, colour, or any other element. The reproduction of textual and/or graphic elements, as detailed in the Particular Terms must be done on the communication media in a visible, legible manner;
- Sciences Po authorizes the Partner, on a personal, non-exclusive and non-transferable basis, to use the textual and/or graphic elements, in accordance with Article 6 of the Particular Terms, in order to promote the Agreement, to the exclusion of any other commercial or non-commercial use. The right of use mentioned above includes the right to reproduce the elements in any medium, and the right of representation by any means. The right is granted by Sciences Po for the term of the Agreement and in any territory. The Partner will only permit use of the textual and/or graphic elements by its employees, managers and consultants for uses that are strictly necessary in the context of the Agreement. Any use of the textual and/or graphic elements must be made in the manner instructed by the Partner. The user undertakes not to change the text, graphics, colour, or any other element. The reproduction of textual and/or graphic elements, as detailed in the Particular Terms must be done on the communication media in a visible, legible manner.

Each Party undertakes not to use the rights granted in a way that is contrary to public order, common decency or in a way that might be

considered misleading or ambiguous, likely to compromise, discredit the good reputation, name, prestige and image of the other Party, or that might jeopardize and restrict the latter's rights over the textual or graphic elements as detailed in the Particular Terms.

Each Party guarantees to the other Party that it holds the intellectual property rights necessary to enforce this article and holds the other Party harmless against any litigation by third parties in this respect.

As a strict exception to the above provision, each Party shall nevertheless remain liable towards the other Party for any losses resulting from unauthorized use under the Agreement of the textual and/or graphic elements belonging to the other Party, as detailed in the Particular Terms.

In addition, each Party undertakes not to register or have registered as a trademark any textual or graphic element as detailed in the Particular Terms and/or any other element sent by the other Party during the Agreement.

At any time during performance of the Agreement and upon simple written notification, the Party may ask the other Party, which must comply within one (1) month:

- to cease all use of the textual and/or graphic elements as detailed in the Particular Terms; and
- to return or, where applicable, destroy under its own responsibility and at its own cost, all the media not yet published, or already published but reasonably recoverable, containing these textual and/or graphic elements.

Upon expiry of the Agreement, each Party shall, within one (1) month, cease all use of the textual and/or graphic elements as detailed in the Particular Terms and return or, where applicable, destroy under its own responsibility and at its own cost, all the media not yet published, or already published but reasonably recoverable, containing these textual and/or graphic elements.

Article 14 – INTELLECTUAL PROPERTY

Unless otherwise agreed by the Institutions in writing:

- the Parties' pre-existing copyrights remain their own property. Any claim from any Party shall remain without effect;
- the rules of intellectual property created solely by one or several Students shall be governed by the laws of country of creation.

Article 15 - LIABILITY

Each Party is liable to the other Party for the performance of its obligations under this Agreement and agrees to repair any direct damage, whether material or immaterial, resulting from any non-performance, partial performance or improper performance, excluding indirect damages (loss of profits, loss of revenues, loss of production...)

Article 16 - FORCE MAJEURE

Notwithstanding Article 15 of the General Terms, a Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Institution, including, without limitation, war, terrorism, industrial disputes, fire, flood, tempest, national and international pandemics, and national emergencies.

If a Party affected by such an occurrence causes a delay of two (2) months or more, and if such delay may reasonably be anticipated to continue, then the Party shall discuss whether the continuation of the Agreement is viable or whether the Agreement should be terminated, and, whether or not the Parties agree on the viability of the programs, each Party shall have the right to terminate this Agreement in accordance with Article 8.2.3.

In the event that Article 16 becomes effective, the Parties will use reasonable endeavors so that all Student achievements are properly documented at the Institution and can be used at a later date for accreditation purposes.

Article 17 - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties. No representations, warranties, inducements or promises made by either Party, whether oral or otherwise, not embodied in this Agreement and no custom or practice of the Parties, or any of them at variance with the terms specified in this Agreement, shall add to or vary this Agreement or be of any force or effect.

Article 18 - ASSIGNMENT AND TRANSFER OF THE AGREEMENT

As this Agreement is entered into on a personal basis, the Parties shall refrain from assigning, in whole or in part, the rights and obligations arising here from in any manner whatsoever without the express prior written consent of both Parties.

Article 19 - MONITORING OF THE AGREEMENT

Article 5 of the Particular Terms appoints an Exchange / International Program Coordinator who is responsible for monitoring the Agreement.

If the designated Coordinator changed, the Party concerned by this change would notify the other Party as soon as possible and by all

appropriate means, in particular by e-mail, without affecting the performance of the Agreement.

Article 20 - LAW AND JURISDICTION

The Parties hereto shall carry out all the activities under this Agreement in good faith. In case of disagreement, the Parties agree to make every reasonable effort, with common goals to resolve such dispute directly and willingly, through their Presidents or designees.

If the dispute takes place at Home Institution, this Agreement is governed by Home Institution law. Failing any such amicable settlement, all disputes under the present Agreement, concerning its validity, interpretation, execution, termination, consequences and subsequent developments, will be submitted to the authority of the Home Institution jurisdiction.

If the dispute take place at Host Institution, this Agreement is governed by Host Institution law. Failing any such amicable settlement, all disputes under the present Agreement, concerning its validity, interpretation, execution, termination, consequences and subsequent developments, will be submitted to the authority of the Host Institution jurisdiction.