

ACADEMIC CO-OPERATION AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE UNIVERSITY OF THE PHILIPPINES, HEREINAFTER REFERRED TO AS "THE UNIVERSITY", HEREIN REPRESENTED BY ITS PRESIDENT ALFREDO E. PASCUAL, AS PARTY OF THE FIRST PART, AND ARCHIVO GENERAL DE LA NACIÓN, HEREINAFTER, "AGN", HEREIN REPRESENTED BY ITS DIRECTOR DRA. AURORA GÓMEZ GALVARRIATO FREER, AS PARTY OF THE SECOND PART; AND EL COLEGIO DE MÉXICO, A.C., HEREINAFTER REFERRED TO AS "COLMEX" HEREIN REPRESENTED BY ITS SECRETARY GENERAL AND LEGAL REPRESENTATIVE, DR. MANUEL ORDORICA MELLADO, AS PARTY OF THE THIRD PART; AND EL COLEGIO DE SAN LUIS A.C., HEREINAFTER REFERRED TO AS "COLSAN" HEREIN REPRESENTED BY ITS CHAIRWOMAN AND LEGAL REPRESENTATIVE, MARIA ISABEL MONROY CASTILLO PhD, AS PARTY OF THE FOURTH PART, WHO BIND THEMSELVES IN ACCORDANCE WITH THE FOLLOWING:

RECITALS

"THE UNIVERSITY" RECITES THAT:

- I. It is the national university of the Philippines, created on 18 June 1908 by virtue of Act No. 1870, as amended and strengthened by Republic Act (RA) No. 9500 entitled "An Act to Strengthen the University of the Philippines as the National University", otherwise known as the "University of the Philippines Charter of 2008";
- II. It was recognized and honored by the Philippine Senate as the Philippines' premier university pursuant to Senate Resolution No. 51 of the 14th Congress of the Republic of the Philippines, dated 30 January 2008;
- III. By virtue of its mandate under RA 9500, the University is to "serve as a research university in various fields of expertise and specialization by conducting basic and applied research and development, and promoting research in various colleges and universities, and contributing to the dissemination and application of knowledge";
- IV. Furthermore, another purpose of the University provided under RA 9500 is "to serve as a regional and global university in cooperation with international and scientific unions, networks of universities, scholarly and professional associations in the Asia-Pacific region and around the world";



- V. Under RA 9500, the administration of the University and the exercise of its corporate powers are vested in the Board of Regents, which authority and powers may be properly delegated to the University President;
- VI. The current University President, Mr. Alfredo E. Pascual, was elected by the Board of Regents on February 10, 2011. As University President, Mr. Pascual has been authorized by the Board of Regents to enter into academic cooperation agreements with other academic and/or professional organizations, both local and international;
- VII. For purposes of this Agreement, the University's business address is at the Office of the President, Quezon Hall, University Avenue, Diliman, Quezon City, Philippines, 1101.

"AGN" RECITES THAT:


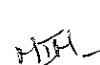

- I. It is a decentralized agency, pursuant to the provisions of article 48 of the Internal Regulations of the Mexican Ministry of the Interior, as published in the Federal Government's Official Gazette on July 30, 2002, which acts as central consulting entity for the Federal Executive in charge of handling the administrative and historical archives of the Federal Public Administration, in order to achieve a better coordination, efficiency and uniformity in this regard.
- II. As set forth in its Regulations, that were published in the Federal Government's Official Gazette on April 13, 1946, this institution is responsible for the custody, classification and cataloguing of the documents, files and publications that are part of its collections, in order to facilitate and foster the consultation thereof and use by the public, and provide assistance to public and private institutions in their educational and research tasks.
- III. It is vested with sufficient powers to execute agreements the purpose of which are to promote and encourage the recovery, conservation, research, dissemination and publication of documents with historical value, in abidance of the respective rules and procedures, by virtue of the powers vested in "AGN" through a resolution delegating powers on it that was passed by the Minister of the Interior, and published in the Federal Government's Official Gazette the 26th day of April, 1996 and in article 48, section V, of the Internal Regulations of the Mexican Ministry of the Interior, as published in the Federal Government's Official Gazette on July 30, 2002.

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- IV. Its Director General, Dr. Aurora Gómez Galvarriato Freer, was designated to the position by the Mexican Minister of the Interior on May 1st, 2009.
- V. For purposes hereof, it shows as its domicile the one located at Eduardo Molina 113 y Albañiles, Colonia Penitenciaria Ampliación, Delegación Venustiano Carranza, Zip Code 15350, Mexico City, Federal District.

"COLMEX" RECITES THAT:


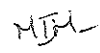
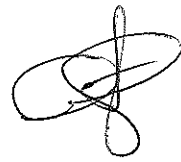
- I. It is an institution devoted to research and higher education, recognized by the State as a free college institution, as per Presidential Decrees dated November 7, 1962 and August 19, 1998, published in the Official Gazette of the Federation on December 4, 1962 and August 20, 1998, respectively.
- II. It is endowed with legal capacity of its own, in accordance with the provisions of Article 7 of a Presidential Decree dated November 7, 1962, and the provisions of a Presidential Decree dated August 19, 1998 and in its articles of association contained in deed number 35,562 dated October 8, 1940, executed before attorney José Arellano Jr., Notary Public number 57 in and for Mexico City, Federal District, and registered in the Public Registry of Property on October 25 of the same year.
- III. By deed number 42,540 dated October 24, 1970, executed before attorney Luis del Valle Prieto, Notary Public number 20 in and for the Federal District and registered on January 12, 1971 in the Public Registry of Property and Commerce of the Federal District, in section fourth section, Book 5 of corporations and non-profit associations on page 465, under number 362, the minutes of a general special meeting of partners were duly notarized, whereby the existence of "COLMEX" was extended indefinitely.
- IV. That as a free college institution recognized as such by the State, it is vested with autonomy to impart knowledge of every kind and nature as it may desire, and to freely prepare its curricula and courses of study, as well as to govern itself, as per a Presidential Decree dated August 19, 1998, published in the Official Gazette of the Federation on August 20, 1998.

  
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- V. Its purpose is to organize and conduct research in the fields of social sciences and humanities, providing higher education for the formation of professionals, researchers and academics; to publish books and journals on matters relating to its activities and those reflected in the work of its teachers, researchers and technicians, and to collaborate with other national and international institutions for the accomplishment of common goals.
- VI. Manuel Ordorica Mellado, PhD, is the Secretary General of "COLMEX", and therefore he is legally vested with the power to enter into this agreement on behalf of "COLMEX", as may be evidenced with the transcript of public deed number 83,953 dated November 14, 2005, executed before Doctor of Law María Teresa Rodríguez y Rodríguez, Notary Public number 114 in and for Mexico City, Federal District.
- VII. For all purposes that may arise from this general agreement of academic co-operation, it shows domicile for service of process and all kinds of notices the one located at Camino al Ajusco no. 20, Colonia Pedregal de Santa Teresa, Zip Code 10740, in Mexico City, Federal District.

"COLSAN" RECITES THAT:

- I. It is a Mexican Non-profit Association, with academic, not-for-profit purposes, organized on January 22, 1997 as may be evidenced in Deed number two, tome two hundred eight of the Protocol of Notary Public's Office number six in and for the City of San Luis Potosí, the Head of which is Attorney María Eugenia González Vega. The Articles of Association of "COLSAN" were duly registered in the Public Registry of Property of said city under number 25,787, page 280, tome 307 of the Book of Corporations, Powers of Attorney and Business Concerns on February 26, 1997.
- II. It is a Public Research Centre coordinated by the National Council for Science and Technology, pursuant to the terms set forth in the Science and Technology Law.
- III. It is a decentralized entity of the Federal Public Administration, receiving treatment as an entity with the State's majority equity participation, having legal capacity and equity of its own.

  
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- IV. In accordance with the provisions of article 6th of its bylaws presently in force, its corporate purpose is to conduct research and build new knowledge on social and cultural processes from a historical and regional perspective, to train researchers, educators and professionals specialized in social sciences and humanities, and participate in the formation of a larger and more vigorous scientific community capable of meeting the challenges of national integration and the dawning of a more knowledgeable society.
- V. Its legal representative is María Isabel Monroy Castillo, PhD who, with her capacity as Chairwoman, is vested with the necessary powers to execute this instrument, on the basis of the provisions of article 36 of the Bylaws presently in force, which capacity and powers are also evidenced with deed number eleven thousand ninety-one, dated March 12, 2007, executed before Attorney María Eugenia González Vega, head of Notary Public's Office number 6 in and for the city of San Luis Potosí, S.L.P., duly registered in the Public Registry of Property under electronic mercantile folio number 14669*1 on March 14, 2007.
- VI. It has its corporate domicile at Calle Parque de Macúl No. 155, Fraccionamiento Colinas del Parque, Zip Code 78299, in the City of San Luis Potosí, S.L.P., Mexico.
- VII. It is duly registered with the National Registry of Scientific and Technological Institutions under number 2008/657 and that for due compliance with its fiscal obligations it has been assigned to it the following Federal Taxpayers' Registry code number: CSL-970122-SUA.

PURPOSE

The parties state that they are willing to enter into this Agreement with the purpose of collaborating in the following fields: research, spreading and dissemination of knowledge and of the cultural and historical heritage; the furtherance of an exchange of professionals, teachers and students in the History, International Relations and Southeast Asia studies areas.

In view of the foregoing, the parties hereto agree to be bound by the provisions of the following clauses:

FIRST. For the accomplishment of the purpose of this Agreement, the parties agree to carry out a number of activities, including but not limited to the following:



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- a) Facilitate an exchange of students aimed at performing research in the areas of History, International Relations and Southeast Asia studies.
- b) Promote the exchange of academics and archivists, for purposes of the research and dissemination of culture and other fields of interest to both institutions.

SECOND. For the due compliance with this instrument, "THE UNIVERSITY" undertakes to comply with the following obligations:

- a) To determine and support the specific actions to be carried out.
- b) To establish the criteria and/or guidelines to be followed.
- c) To specify the required documentation.
- d) To prescribe the duration and the costs of the activity to be performed.
- e) To promote the dissemination of the activities and programs to be carried out by the institutions in a jointly manner.
- f) To facilitate and expedite any formalities which, due to its location, may delay the execution of the activities aimed at fulfilling the purposes of this Agreement.
- g) All other as are agreed upon by the parties hereto.

THIRD. For the due compliance with this instrument, "AGN" undertakes to comply with the following obligations:

- a) To determine and support the specific actions to be carried out.
- b) To make its facilities and collections available and expedite the formalities for the conduct of the research subject matter of this agreement.
- c) To promote the dissemination of the activities and programs to be carried jointly by the Institutions.
- d) All other as are agreed upon by the parties hereto.

FOURTH. For the due compliance with this instrument, "COLMEX" undertakes to comply with the following obligations:

- a) To determine and support the specific actions to be carried out.
- b) To establish the criteria and/or guidelines to be followed.
- c) To specify the required documentation.
- d) To prescribe the duration and the costs of the activity to be performed.
- e) To promote the dissemination of the activities and programs to be carried out by the institutions in a jointly manner.
- f) All other as are agreed upon by the parties hereto.



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FIFTH. For the due compliance with this instrument, "COLSAN" undertakes to comply with the following obligations:

- a) To determine and support the specific actions to be carried out.
- b) To establish the criteria and/or guidelines to be followed.
- c) To specify the required documentation.
- d) To prescribe the duration and the costs of the activity to be performed.
- e) To promote the dissemination of the activities and programs to be carried out by the institutions in a jointly manner.
- f) All other as are agreed upon by the parties hereto.

SIXTH. In order to properly carry out the activities mentioned above, a Technical Commission will be formed, which will be composed of representatives of each of the parties hereto.

The Commission shall meet whenever necessary and upon request of a party, to assess the results of this general agreement on academic co-operation.



SEVENTH. Exchange students and/or teachers/researchers shall abide by all rules, bylaws and procedures of the Host Institution; consequently, the parties agree to monitor the proper performance of the students and teachers in the exchange program. Moreover, the latter will be exempt from enrolment and tuition fees that may be incurred, as long as it is so permitted by the institutions' budget, therefore, it shall be subject to the financial resources available to the institution for this purpose.

EIGHT. According to the activity to be performed, the parties may enter into specific cooperation agreements detailing therein with precision which activities are purported to be carried out concretely. Once the specific agreements are approved, they must be executed by those who have sufficient powers to represent the parties.

NINTH. Once the exchange period at the host institution has concluded, or once the Research Project has come to an end, in the event of inter-institutional research, the student or teacher must return to their home institution. Any extension of stay must be approved by both institutions.

TENTH. The host institution reserves the right to admit or refuse to admit any applicant who fails to comply with the requirements set forth above, and also reserves the right of admission to restricted programs.

ELEVENTH. Regarding student exchanges, both parties will foster the granting of scholarships, aimed at abiding by the principle of reciprocity in the number of students accepted by each institution, according to the

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budgetary possibilities of the parties, all of which shall be set forth in the respective documentation.

TWELFTH. The parties agree that the staff provided by each of them for the implementation of this Agreement, will be deemed to be exclusively related to the party who hired them; consequently, each party shall assume its responsibility in this respect, and in no event will they be regarded as substitute or joint employers.

THIRTEENTH. Any and all intellectual property resulting from work performed in connection with this agreement shall be subject to applicable laws and to the specific instruments on the subject the parties may sign, giving due recognition to those who have participated in the performance of such work.

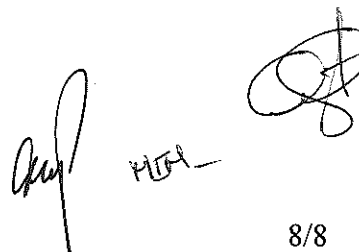
FOURTEENTH. It is expressly agreed upon that the parties shall have no civil liability for any harm and damages that may be caused as a result of an act of God or force majeure, particularly due to an academic or administrative work stoppage, with the understanding that once these events has passed, the activities will be resumed in the manner and terms as are determined by the parties.

FIFTEENTH. This agreement shall have an indefinite term of life, unless one party serves notice on the other in writing six months in advance, of its intention to terminate it.

SIXTEENTH. In case of termination, the parties shall take the necessary measures to prevent harm to them and to third parties, with the understanding that they continue to completion any work they had already begun.

SEVENTEENTH. This instrument may be modified or supplemented by mutual consent of the Parties, through the execution of the respective Amendment, and once it is so executed, said modifications or additions shall bind the signatories as of the date of execution thereof.

EIGHTEENTH. This Agreement is the result of good faith negotiations, consequently, any disputes that may arise regarding its interpretation, construction, execution and performance will be resolved by mutual accord of the Parties.



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Once this agreement was read by the Parties hereto, duly aware of its content and scope, they sign it in four counterparts, on this 12 day of October, 2011.

ON BEHALF OF "COLSAN"

M. Isabel Monroy
DRA. MARIA ISABEL MONROY
CASTILLO

ON BEHALF OF "THE
UNIVERSITY"

Alfredo E. Pascual
MR. ALFREDO E. PASCUAL
Alfredo

ON BEHALF OF "COLMEX"

Manuel Ordorica Mellado
DR. MANUEL ORDORICA MELLADO

ON BEHALF OF "AGN"

Aurora Gómez Galvarriato Freer
DRA. AURORA GÓMEZ
GALVARRIATO FREER