

## AGREEMENT

between

THE GEORGE WASHINGTON UNIVERSITY

and

EL COLEGIO DE MEXICO, A.C.

## PREAMBLE

This Agreement ("Agreement") made this 28<sup>th</sup> day of June 2023 by and between the George Washington University ("GW"), a congressionally-chartered not-for-profit corporation located in the District of Columbia, U.S.A. and El Colegio de México, A.C. ("El Colegio"), a public university located in Mexico City (each, a "Party", and together, the "Parties").

## WITNESSETH

WHEREAS, the Parties out of a desire to promote academic exchange, established collaboration along with undergraduate and graduate student exchange (the "Program") with an Agreement ("Agreement") and incorporated addenda on June 27, 2018;

WHEREAS, the Agreement expired on June 27, 2023;

WHEREAS, the Parties desire to renew their partnership and commitment to collaboration with a renewal agreement and incorporated addenda;

NOW THEREFORE, based on the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GW and El Colegio intend to be legally bound and have agreed as follows:

### A. DUTIES AND OBLIGATIONS

1. **Program.** The Parties agree to an exchange of undergraduate and graduate students (the "Exchange Students") from the other institution on a non-degree basis. The specific terms and conditions governing each individual Program are set forth in the respective addendum drafted to establish the particular exchange and collaboration program.
2. Unless otherwise specified, "Exchange Students" refers to both Undergraduate Exchange Students and Graduate Exchange Students.

3. **Admission Criteria.** GW and El Colegio agree that the specific terms and conditions governing the admissions criteria for each individual Program are set forth in the respective addendum drafted to establish the particular exchange and collaboration program.
4. **Enrollment Expectations.** The Parties agree that the specific terms and conditions governing the Enrollment Expectations for each individual Program are set forth in the respective addendum drafted to establish the particular exchange and collaboration program.
- a. The Parties agree that an Exchange Student of the home institution who is a national of the country of the host institution will not be eligible to participate in the Program without the permission of the host institution, as such participation may not serve the objectives of the Program.
  - b. Exchange Students are subject to the same policies as those pertaining to matriculated students in the host institution including health and students' rights and responsibilities, among others, and may also remain subject to the policies and regulations of their home institution as applicable. Regarding behavior, Exchange Students at GW will be subject to the Code of Student Conduct, the Title IX Sexual Harassment and Related Conduct Policy, and any other published university policies.
  - c. Each host institution will provide educational auxiliary aids, and make such reasonable accommodations to its policies, practices, facilities, services, and other benefits as required by applicable law, to provide qualified Exchange Students with disabilities an equal opportunity to participate in host institution's programs or activities. Reasonable accommodations are those in which do not impose an undue burden/hardship on the host institution or fundamentally alter the nature of the program or activity. Each host institution will manage the review process for requests for auxiliary aids and reasonable accommodations of enrolled Undergraduate Exchange Students and will be financially responsible for the accommodations and/or aids provided. Inbound students to GW in need of accommodation will go through the same evaluative process as matriculated students.
  - d. Either Party shall have the right to terminate the participation of any Exchange Student in the Program, and in any other program, service or benefit of the host institution, at any time if the student's academic work or behavior is not suitable in the judgment of the host institution, in accordance with established and applicable institutional policies and processes. Regarding required academic progress, Exchange Students at GW will be subject to the policies and procedures of each individual GW academic school including GW's Code of Academic Integrity. El Colegio will notify GW, at the time it becomes aware, of a report of behavioral or academic misconduct as well as reports of concern regarding a student's health and well-being. El Colegio will also notify GW of any outcome it reaches regarding reports of misconduct at the time of resolution. Concerning expulsion or removal



from the program for any reason, the Parties agree to consult with each other prior to taking any such action.

5. **Language of Instruction.** The principal language of instruction at GW is English. The principal language at El Colegio is Spanish. GW Exchange students can also elect to participate in the El Colegio International Summer Program, which is taught in English.

6. **Visas & International Health Insurance.**

- a. GW and El Colegio will facilitate the acquisition of appropriate visas for the Exchange Students from each institution. However, the Exchange Students are ultimately responsible for obtaining their own required documents and visas in compliance with all relevant visa requirements and immigration laws. This includes payment of any U.S. or Mexican government or other fees that may be imposed for visa processing or immigration services.
- b. **Obligation to Comply with J Exchange Visitor Program Regulations: 22 C.F.R. § 62 Exchange Visitor Program Regulations.** The Parties understand that entities and persons participating in this Agreement may participate under the J Exchange Visitor Program of the U.S. Department of State and are therefore subject to J Exchange Visitor Program requirements regarding administration of the Exchange Visitor Program, outlined at 22 C.F.R. § 62 and its subchapters ("Exchange Visitor Regulations"). Specifically, among other requirements, each Party will ensure that all persons associated with the administration of the exchange visitor program are adequately qualified, appropriately trained, and comply with Exchange Visitor Program Regulations. In addition, each Party will ensure that all persons involved in the recruitment, selection, screening, placement, orientation, evaluation, or provision of the exchange visitor program are sufficiently educated on the goals, objectives, and Exchange Visitor Regulations outlined at 22 CFR Part § 62.
- c. All GW Exchange Students entering El Colegio will be enrolled in an international health insurance plan by GW's Office for Study Abroad. This coverage will be in effect during their time abroad, and will include coverage for medical consultation and treatment, medical evacuation, and repatriation.
- d. All El Colegio Exchange Students coming to GW are required to purchase the GW Student Health Insurance Plan, and will be responsible for all costs associated with that coverage. Any international student entering GW on an F1 or J1 visa is enrolled in this plan upon registration with the GW. Students who wish to opt out of GW health insurance coverage must submit an online waiver and show proof of alternative medical insurance that meets GW's minimum standards. This opt-out must be completed by GW's designated deadline for the semester of study. Students are responsible for obtaining their own dental insurance, if desired.

7. Local Facilities.

- a. All facilities at the host institution that are available to matriculated students, including, but not limited to, libraries and reference materials, computer labs, health centers and sports centers, shall be available to Exchange Students on a substantially similar basis as they are made available to matriculated students. The Parties recognize that this requirement is for existing facilities, and that both Parties may not have the same facilities within the University.
- b. The privileges and activities at the host institution that are available to matriculated students of the host institution, including, but not limited to, the restaurant or meal services, shall be made available to Exchange Students on a substantially similar basis. The Parties recognize that some of their respective services and activities may be made available only to matriculated students.

8. Housing Safety and Travel Arrangements.

- a. Undergraduate Exchange Students can request on-campus housing and/or board at GW on a space-available basis. Requests for on-campus housing and/or board should be made at the time of application in order to make the necessary reservations. If on-campus housing cannot be arranged for Undergraduate Exchange Students, GW will not be obligated to assist Undergraduate Exchange Students with securing off-campus housing.
- b. On-campus housing for Graduate Exchange Students is not available at GW. GW will not be obligated to assist Graduate Exchange Students with securing off-campus housing. However, GW may provide Graduate Exchange Students with information on housing options.
- c. On-campus housing for Exchange Students is not available at El Colegio. El Colegio will not be obligated to assist Exchange Students with securing off-campus housing. However, El Colegio may provide students with information on housing options.
- d. Housing Safety. The Parties acknowledge that it is the sole responsibility of each host institution to exercise due diligence consistent with industry standards in its selection, assignment, and/or operation of appropriate in-country accommodations and program facilities, which includes but is not limited to ensuring that such selections are safe, appropriately supervised, and compliant with applicable law, including fire safety standards.
- e. Except as provided in this Section, the arrangement, payment, and provision of accommodation and travel for Exchange Students are not the responsibility of the Parties.



## B. FINANCIAL ARRANGEMENTS

### 1. Tuition and Fees.

- a. Exchange Students shall pay tuition and fees directly to their home institution. Exchange Students shall pay room and board, if provided by the host institution, directly to the host institution. The Parties agree to waive all tuition and academic coursework-related fees, such as laboratory or registration fees, for visiting Exchange Students enrolled in their institution as a part of this Agreement. Exchange Students are responsible for all other charges or costs, including without limitation, any special activity fees, athletic event ticket fees, and course-assigned book or material purchases.
- b. Any incidental fees for services over and above those specified in this Agreement shall be met by the Exchange Student at a rate reasonably comparable to that charged to non-exchange students.

2. Additional Expenses. In addition to the home tuition and fees, Exchange Students shall be responsible for all personal expenses including, but not limited to, health insurance, visa, housing, food, books, and travel.
3. Collection Activities. Where payments are being received by the host institution directly from Exchange Students, the home institution shall provide reasonable assistance to help collect from students in the event of nonpayment.
4. Taxes and Other Assessments. Each Party shall pay all taxes and any other charges or assessments which are applicable to the performance of this Agreement and as required by the laws of the U.S. and/or Mexico, and shall indemnify and hold the other Party harmless from any encumbrance, fine, penalty, or other expense which may incur as a result of failure to pay any such taxes, charges, or assessments. If any applicable law requires either Party to withhold amounts from any payments to the other Party hereunder, (a) the Party affected by such requirement shall effect such withholding, remit such amounts to the appropriate taxing authorities and provide tax receipts to the other Party evidencing the payments of such amounts within fifteen (15) days receipt; and (b) the sum payable by the affected Party upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that after such deduction or withholding, the other Party receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount that Party would have received and retained absent such required deduction or withholding.

## C. TERM AND TERMINATION

1. Term. This Agreement shall commence on June 28, 2023 (the "Effective Date") and terminate on June 27, 2028 unless otherwise terminated as provided for herein, and may be extended thereafter by written mutual consent of the Parties.

## 2. Termination.

- a. Termination without Cause. Either Party may terminate this Agreement without cause by providing written notice of termination to the other Party at least ninety (90) days before the date of its intended termination, which shall be specified in the written notice of termination.
- b. Termination for Cause. Either Party may terminate this Agreement for cause in the event that:
  - i. Either Party dissolves or ceases to exist, becomes bankrupt or insolvent, or takes a substantially equivalent action under applicable local law; or
  - ii. Either Party commits a material default relating to nonfinancial issues that is subject to cure and which is not cured within a thirty (30) day period following written notice of the nature of the default; or
  - iii. Either Party commits a material default relating to financial matters (including, without limitation, the making of a payment required by this Agreement) within a ten (10) day period following written notice of the default. If the breaching Party does not cure the alleged default within the cure period the non-breaching Party shall have the right to seek specific performance of this Agreement and/or recover money damages, if any, or terminate this Agreement effective as of the date set forth in the default notice without further notice. For defaults not reasonably subject to cure within the cure period, this Agreement will terminate effective as of the date set forth in the default notice.
- c. Early Termination. Should early termination occur, both Parties will reasonably cooperate in good faith to honor commitments to students participating in the program as of the date of termination.

## D. MISCELLANEOUS

1. Representations and Warranties. Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this Agreement; and (d) there are no legal restrictions or bars to each Party entering into this Agreement. Each Party also represents and warrants that it has not and will not offer, promise, or authorize the payment or provision of anything of value to any government official, or to any person with the knowledge or belief that he or she will give it to a government official, for the purpose of improperly influencing such government official or securing any improper business or commercial advantage related to this Agreement.



2. **Indemnification.** Each Party shall defend, indemnify and hold the other Party, its officers, agents, trustees, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of any negligence or fault by the indemnifying party, its officers, agents, trustees, or employees. The obligations under this paragraph shall survive the termination of this Agreement.
3. **Limitation of Liability.** Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory giving rise to such damages is tort or contract or otherwise. [In no event will GW be responsible to El Colegio for any amounts in excess of the amount paid by El Colegio to GW hereunder.] The limitation of liability set forth in this paragraph does not apply in cases of willful misconduct, fraud, or negligence, or in connection with either party's confidentiality or indemnification obligations.
4. **Insurance.** Each Party shall maintain liability insurance (or self-insurance) sufficient to cover any claims which may reasonably arise out of or relate to its obligations under this Agreement.
5. **Non-Discrimination.** Both Parties agree to subscribe to the principle of equal opportunity and shall not discriminate against any person on the basis of disability, gender, gender identity or expression, genetic information, marital or familial status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, or other protected characteristic, in the administration of this Agreement.
6. **Governing Law.** This Agreement shall be governed and construed, and the rights and obligations of the Parties shall be determined, in accordance with the laws of the State of New York without regard to conflicts of laws issues, as if such Agreement was executed and performed within the State of New York.
7. **Dispute Resolution.** This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each Party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations. If the Parties cannot resolve such disputes amicably through negotiations, the Parties agree that any dispute, controversy, or claim resulting from the execution or interpretation of this Agreement or related to it, directly or indirectly, in the event that the desired agreement is not reached, will be submitted to arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules as then in force. The place of arbitration will be New York City. The number of arbitrators shall be one. The language used in the arbitral proceedings shall be English.
8. **Compliance with Law.** Each Party agrees, it will take no action, or omit to take any action, which would cause another Party to be in violation of applicable laws. "Applicable laws" includes both the laws of Mexico and those laws of the United States that have "extraterritorial" reach (and therefore reach GW operations in Mexico), including laws governing nondiscrimination, export control and anti-boycott, human subjects research,

immigration, sanctioned parties or transactions, and anti-bribery and corruption. In the event that compliance with any such laws conflicts with the terms of this Agreement, the Party so affected shall give written notice thereof to the other Party and the Parties shall consult with the goal of reconciling the applicability of such laws and terms of this Agreement.

9. **Foreign Corrupt Practices Act and Anti-bribery Laws.** Each Party agrees to comply with applicable laws. Each Party has retained and will retain complete and accurate accounting records consistent with the FCPA and applicable laws, and have instituted and maintained policies and procedures designed to ensure continuing compliance.
10. **Commercial Agreement/No Immunity.** El Colegio acknowledges and agrees that the exercise of rights and fulfillment of (or failure to fulfill) obligations under this Agreement are commercial in nature rather than governmental, and therefore acknowledges and agrees that it is not entitled to, and hereby waives, any right of immunity on the grounds of sovereignty or otherwise with respect to such activities or in any legal action or proceedings arising out of or relating to this.
11. **Permits and Registrations.** The Parties will use reasonable efforts to timely obtain required permits, certifications, registrations, exemptions, or any other regulatory approvals or authorizations, and all program activities are contingent on obtaining the same.
12. **Intellectual Property.** The use, ownership and licensing of any intellectual property created by GW, or its faculty, staff, or students shall be owned by GW, or its faculty, staff, or students as the case may be. The use, ownership and licensing of any intellectual property created by El Colegio, or its faculty, staff or student shall be owned by El Colegio, or its faculty, staff or student as the case may be.
13. **Use of Name and Marks.** GW's name and registered marks may not be used without the GW's prior written consent in each instance. This prohibition extends to including the name of GW in client lists or press releases. El Colegio shall have the right to use these names and marks only for purposes of performing its obligations under this Agreement and only with GW's prior written consent in each instance. El Colegio's name and registered marks may not be used without El Colegio's prior written consent in each instance. This prohibition extends to including the name of EL Colegio in client lists or press releases. GW shall have the right to use these names and marks only for purposes of performing its obligations under this Agreement and only with El Colegio's prior written consent in each instance.
14. **Force Majeure.** Neither Party shall be responsible for any failure or delay in its performance due to an occurrence that has made it impossible to perform under this Agreement due to causes beyond its reasonable control, including but not limited to strikes, war or threat of war, riot, acts of terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, civil unrest, government or World Health Organization regulation or travel advisory/warning, curtailment of transportation services



or facilities, epidemic or pandemic, an act of God (including but not limited to fire, water, earthquake or other natural disasters) or acts of government or subdivision thereof affecting the terms of this Agreement (including but not limited to any law, regulation, decree or denial of visas or residence permits) or any other events or circumstances not within the reasonable control of the Party affected, whether similar or dissimilar to any of the foregoing. In the event that either Party wishes to invoke force majeure, that Party shall (a) as soon as practicable after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) calendar days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party for services already performed. The Parties will work in good faith to prevent one Party from unfairly benefitting from the force majeure event or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.

15. **Confidentiality.** Information concerning either Party's business methods, financial information, future plans, personnel data, trade secrets, information systems, financial and accounting policies or similar matters, or information designated as "confidential" by a Party that discloses it (the "Disclosing Party"), including but not limited to the financial terms of this Agreement, or released under circumstances where a reasonable person would understand that such information is to be treated as confidential, shall be treated as confidential. The Party receiving such confidential information (the "Receiving Party") shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, in order to preserve its confidentiality. Confidential information shall not be revealed to third parties (other than those who may be bound directly or derivatively by similar confidentiality agreements with the Parties) without the written consent of the Disclosing Party, and neither Party may use the other Party's confidential information for any purpose except for purposes of performing this Agreement. This confidentiality requirement shall not apply to information that:

- a. was known to the Receiving Party prior to the time of disclosure by the Disclosing Party;
- b. was generally available to the public or was otherwise part of the public domain prior to the time of disclosure by the Disclosing Party;
- c. became generally available to the public or became otherwise part of the public domain after the time of disclosure by the Disclosing Party other than through any act or omission of the Receiving Party or its Representatives in breach of this Agreement; or
- d. became known after the time of disclosure by the Disclosing Party through a source other than a source who had an obligation to the Disclosing Party not to disclose such information to others.

Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions or otherwise lose its confidential nature merely because it is comingled with such information.

Receiving Party may disclose Confidential Information that is required to be disclosed pursuant to any legal, administrative or regulatory proceeding or requirement, provided, however, that Receiving Party promptly provides to Disclosing Party prior written notice of any such requirement, such that Disclosing Party may seek a protective order or other appropriate remedy to prevent or limit such disclosure, and reasonable assistance in protecting the Disclosing Party's Confidential Information from public disclosure.

16. **Privacy and Data Protection.** The Parties mutually agree to:

- a. Process personally identifiable information (or personal data), each for their own abilities and for their respective purposes, in full compliance with national and international privacy laws and regulations, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records and Mexico's Personal Data Protection Laws. El Colegio will be solely responsible for obtaining sufficient consent, as required by the applicable privacy law, from students and takes sufficient measures when transferring the students' personal data to GW.
- b. Comply with contractual obligations and industry standards, related to its collection, use, transfer, protection, disposal, disclosure, handling, storage, analysis, reporting or other processing of personal data;
- c. Implement appropriate technical and organizational measures to ensure a level of security that is appropriate to the risk to protect the personal data against accidental or unlawful destruction or loss, alteration (including corruption), unauthorized disclosure, use or access and against all other unlawful forms of information processing; and
- d. Immediately inform the other Party about the theft, loss, unauthorized disclosure, use or access of personal data received from the other Party.

17. **Assignments.** The Parties may not assign or subcontract the rights or obligations under this Agreement without the other's prior written consent.

18. **Waivers.** The delay or failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.



19. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable. If it is possible, any unenforceable or invalid clause in this Agreement shall be modified to show the original intention of the Parties.
20. **Independent Contractors.** The Parties are strictly independent contractors and are not, in any way, employees, partners, joint ventures or agents of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Nothing contained herein shall be construed to give either Party any authority, right or ability to bind or commit the other in any way. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.
21. **Authoritative Version.** The English version of this Agreement shall be the authoritative version of this Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
22. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any specific provision or the interpretation of this Agreement.
23. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by confirmed email, confirmed facsimile transmission or by certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to:

**For GW:**

Melissa Woolverton  
Program Coordinator  
Office of International Programs  
The George Washington University  
2127 G St. NW, Suite 304  
Washington, DC 20052  
Phone: +1 202-994-0470  
intl@agreements@gwu.edu

**For El Colegio:**

Prof. Ana Covarrubias  
Vice President for International Academic Affairs  
El Colegio de México  
Carretera Picacho Ajusco No. 20  
Ampliación Fuentes del Pedregal  
Delegación Tlalpan, 14110  
Mexico City, Mexico  
Phone: (+52) 55 5449 3000, Ext. 3008  
Email: coorac@colmex.mx; oia@colmex.mx

Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this section.

24. **Entire Agreement; Modification.** This Agreement (and its amendments, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by El Colegio and an authorized representative of GW.
24. **Signatures.** This Agreement and its amendments may be executed in any one or more counterparts (including by confirmed electronic (e.g. scanned document/pdf) or facsimile

transmission), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An electronic signature of a Party done pursuant to law, or a signature of a Party transmitted by electronic means, shall be deemed an original signature for purposes of this Agreement.

**[Signature Page Follows]**



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date noted above.

For The George Washington University

AGREED:

  
Christopher Alan Bracey, J.D.  
Provost and Executive Vice President  
for Academic Affairs

Date: 12/18/23

For El Colegio de México, A.C.

AGREED:

  
Prof. Vicente Ugalde Saldaña  
Secretary General

Date: 28-02-24