

MEMORANDUM OF AGREEMENT

In order to increase international collaboration and awareness between the United States of America and Mexico, let it be known that this document serves as a Memorandum of Agreement (MOA) between the University of Louisiana at Lafayette (Louisiana, US) and the Instituto Tecnológico Superior de Centla (Tabasco, Mexico) to expand the knowledge between the two countries about the culture of each country and establish a new level of interaction for a new generation of engineers, technologists, and scientists. The goals of this agreement are to foster collaboration in terms of joint educational resource development, technology, research and development (R&D), and the associated commercialization of promising processes that may benefit the economies and people of the two countries. These entities are hereto referred to as the Participating Institutions or Parties (University of Louisiana at Lafayette [UL Lafayette] and the Instituto Tecnológico Superior de Centla), and thus, having similar energy and ecological resources, technical interests, and shortage of technology professionals enter into this agreement with the over-arching goal to expand both knowledge and educational opportunities between the two countries. Hence, this MOA has been drafted as a means of detailing a variety of mechanisms to meet this goal and declaring strong commitment to initiate substantial and meaningful interaction in the areas of education and technology development.

1.0. BACKGROUND

The Parties mutually acknowledge that many of their respective regions/states are rich with petroleum reserves; are highly interested in further developing their rich petroleum assets within a safe and ecologically responsible manner; mutually recognize the need for continued development and commercialization of new and improved petroleum-based technologies; are

located within regions conducive toward the commercialization and siting of alternative energy technologies; and, are experiencing challenges associated with coastal ecosystem loss and associated technical needs to dramatically and/or eliminate degradation of these valuable ecological assets. Additionally, the Parties also acknowledge that there exists a need for the production of additional engineering and scientific skill sets within their respective countries, and as such, deem educational collaboration toward improving both the numbers of engineering and science graduates and quality of the education experiences provided to these graduates of great mutual interest. Finally, the Parties acknowledge that recent agreements and policy changes have been made between the two countries that dramatically facilitate an increase in the potential for formal collaboration of great benefit to each country in terms of increased interaction between universities; economic growth; technological exchange; and technology commercialization. Specifically, this MOA will detail a formal interactive agreement between the Parties with agreed upon guidance on how to stimulate these meaningful interactions.

2.0. MOA GOALS AND SCOPE

All Parties agree that the goal of this MOA is to establish the terms and conditions for collaboration between the Parties to achieve a high level of formal interaction in areas of mutual interest and benefit as set by the details within this MOA. The over-arching goal is to enhance the overall technical and educational capabilities of the Parties through an organized and formal collaboration. More specifically, this MOA details a formal agreement to collaborate in the areas of undergraduate program of studies articulation; student exchanges; graduate student education opportunities; joint R&D activities; faculty exchanges; post-doctoral positions; academic program tours, and technical exchange forums. Each aspect of these activities is detailed in subsequent paragraphs of this MOA.

3.0. ORGANIZATION AND OPERATIONAL MANAGEMENT

An Executive Committee will be organized by the Parties and will be composed of the following membership: Vice-President of Research from UL Lafayette; Vice-President for Enrollment Management from UL Lafayette; Dean of Engineering from UL Lafayette; Dean of Sciences from UL Lafayette; and, Director for International Studies from UL Lafayette; Dean of the Graduate School from UL Lafayette; the Assistant Vice-President for Academic Programs

from UL Lafayette; and up to seven members as selected by the Instituto Tecnológico Superior de Centla. This committee will meet via conference calls to be organized at least twice a year. These communications will be used to gauge and facilitate targeted program advancement and technology development activities. Additionally, on an alternating basis, as least two UL Lafayette Officials or two Mexican Officials will visit the US or Mexico on a rotating basis for site visits. Initially, this committee and/or its appointees will address articulation issues with course credit transfers and aligning educational offerings to facilitate smooth student transition. The cost of these visits will be paid by the home institution of the visitors.

The Executive Committee will also facilitate exchange of information on the backgrounds and interests of key faculty along with descriptions of the educational programs offered by each party member to further accelerate interactive dialog between the Parties. Both educational and research interests will be pursued through this interaction.

4.0. PLANNED KEY ACTIVITIES

Numerous activities are planned for implementation that are designed to meet the goals of this MOA and as such as presented in the subsequent sub-sections of this section. Note that the implementation and optimization of this MOA is charged primarily with the Executive Committee with the leadership of both institutions placing a high priority on the success and later expansion of this joint venture. Key activities include:

4.1. Undergraduate Program of Study Articulation (Mexico Students to UL Lafayette)

UL Lafayette and the Instituto Tecnológico Superior de Centla agree to participate in a Coordinated Undergraduate Degree Program (CUDP), most often to be designed as a 2+3 Program, in which students from the Instituto Tecnológico Superior de Centla complete no more than two years of courses in Mexico toward their Engineering, Technology, and/or Science degrees, and then transfer to UL Lafayette to complete the remainder of the courses necessary to obtain their UL Lafayette BS Degree. Note that it is hoped that new agreements for UL Lafayette undergraduate students to potentially transfer from UL Lafayette to the Instituto Tecnológico Superior de Centla will be drafted as separate, stand-alone documents to facilitate true interaction; however, these agreements must be written around the applicable requirements of the Instituto Tecnológico Superior de Centla on a case by case basis for the degree programs

to be considered as applicable and/or of interest and as such is outside of the scope of this MOA document.

4.1.1. Basic Obligations of the Parties

The basic obligations of each party in this agreement to facilitate and implement the CUDP are set forth in the following paragraphs:

- 1) Students from the Instituto Tecnológico Superior de Centla who have been accepted into the CUDP at UL Lafayette will be eligible to enroll in courses and, subject to compliance with applicable program requirements, graduate with an UL Lafayette undergraduate degree in an accredited program within the College of Engineering and/or College of Science. UL Lafayette guarantees the students transferred from the Instituto Tecnológico Superior de Centla to have the same rights, including scholarship opportunities, as all non-resident students who apply or are enrolled at UL Lafayette.
- 2) UL Lafayette will offer appropriate assistance to interested students from the Instituto Tecnológico Superior de Centla in the process of obtaining appropriate visas and other travel documents required by U.S. immigration laws.
- 3) Each student from the Instituto Tecnológico Superior de Centla will be responsible for maintaining valid and legal immigrant status for the entire duration of enrollment in the CUDP.
- 4) UL Lafayette and the Instituto Tecnológico Superior de Centla, each, will designate both an Engineering and Science faculty representative to serve as a liaison for their respective programs. They will confer periodically with each other to ensure that substantial participation, program improvement, and program growth is on-going.
- 5) CUDP students will be eligible for available housing during their period of study at UL Lafayette, either on or off campus. Every effort will be made to give students their first housing choice, but a specific type of housing cannot be guaranteed and will be handled on a case by case basis.

- 6) CUDP students will be subject to laws of the national, state, and local jurisdictions in which UL Lafayette is located, and will be expected to comply with such laws. In addition, each student from the Instituto Tecnológico Superior de Centla who enrolls at UL Lafayette will be expected to comply with UL Lafayette policies and procedures. A student who fails to maintain satisfactory academic performance or who violates UL Lafayette policies may be subject to dismissal.
- 7) CUDP students enrolled at UL Lafayette will be required to purchase and maintain adequate health insurance coverage while participating in the CUDP. The health insurance coverage must meet minimum requirements prescribed by UL Lafayette. At the time of enrollment, each student must provide proof of such insurance coverage, translated into English. Students who do not provide proof of adequate insurance will be required to enroll in the UL Lafayette international student insurance program, and will be charged the appropriate rate.
- 8) CUDP students who withdraw from, or are unable to maintain enrollment in the CUDP, will be subject to the UL Lafayette refund policy with regard to all tuition and fees.
- 9) In case a student participating in the CUDP withdraws from all classes prior to the conclusion of an academic semester, UL Lafayette will notify the Instituto Tecnológico Superior de Centla within a reasonable time of the student's withdrawal.

Section 4.1.2. Pre-Application and Admission Requirements

The following process will be used to facilitate implementation of the program. Note that a course articulation agreement will be required on as case by case basis for each academic program:

- 1) Students from the Instituto Tecnológico Superior de Centla who apply to the CUDP must first be nominated by the Instituto Tecnológico Superior de Centla.
- 2) The Instituto Tecnológico Superior de Centla will ensure that each CUDP nominee: a) Has a letter from the appropriate Mexican liaison at the Instituto Tecnológico Superior de Centla specifically stating that the student has completed requirements as agreed to below and that the

Instituto Tecnológico Superior de Centla is fully supportive of the student entering the CUDP between their university and UL Lafayette; b) Meets the following requirements of English proficiency evidence for UL Lafayette: (A) TOEFL Scores - original results of the Test of English as a Foreign Language (TOEFL) with a minimum score of 550 on the paper-based test, minimum score of 213 on the computer-based test, or a minimum of 79 score on the internetbased test is needed for admission, or (B) original results of the International English Language Testing System (IELTS) with a minimum score of 6.5 required for admission; c) Has a minimum cumulative GPA of at least of 3.0 (on a scale of 4.0 with A - 4.0, B - 3.0, C - 2.0, D - 1.0, and F -0.0) at the Instituto Tecnológico Superior de Centla; d) Fills out and submits, along with all required documents, the UL Lafayette international student online- application-form along with the requisite application fee; e) Has established that course offerings available at UL Lafayette and the participating CUDP Undergraduate degree programs are compatible with her/his academic goals; f) Has no disciplinary action pending at the Instituto Tecnológico Superior de Centla; and, g) Will be acceptable for admission to CUDP at UL Lafayette. Each student will submit official or certified true copies of all post-secondary academic records, transcripts, notes and/or mark sheets from their education path at the Instituto Tecnológico Superior de Centla. For courses not covered by the articulation agreement described below, a course program syllabus should accompany the records. [NOTE: The appropriate letter of admission and visa form will be issued only after all credentials have been received, and the applicant has been admitted to the university.]

3) UL Lafayette will determine the academic eligibility of each student nominated by the Instituto Tecnológico Superior de Centla as a transfer student, and will have the right to refuse admission to any applying Instituto Tecnológico Superior de Centla nominee who does not meet the Registration and Enrollment requirements set forth by UL Lafayette. Credits for courses taken at the Instituto Tecnológico Superior de Centla will be awarded based on the course contents and grades in the courses, in accordance with an articulation agreement which will be negotiated between UL Lafayette and the Instituto Tecnológico Superior de Centla within the first year after this agreement is signed. Each student will have to fulfill the UL Lafayette graduation requirements of his/her program in order to receive a degree from UL Lafayette.

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- 4) CUDP students must be enrolled and registered for a full course load while enrolled at UL Lafayette (15 or more semester hours).
- 5) Once a student from the Instituto Tecnológico Superior de Centla is offered and accepts admission to the UL Lafayette CUDP, UL Lafayette will appoint an advisor to help the CUDP student with course selections.
- 6) Under the MOA, UL Lafayette shall provide appropriate academic programs for CUDP students from the Instituto Tecnológico Superior de Centla. Each participating academic program at UL Lafayette shall develop and provide an articulation document on a case by case basis with the Instituto Tecnológico Superior de Centla, to be reviewed periodically, the Instituto Tecnológico Superior de Centla courses that can be transferred to UL Lafayette and a study plan showing UL Lafayette courses towards obtaining BS degree from UL Lafayette through the academic program.
- 7) CUDP students will be responsible for their application fees, non-resident tuition fees, and student fees, as well as their living costs. The students may apply for Cayenne International Transfer Scholarship (http://oia.louisiana.edu/waiver.shtml) for non-resident fee exemption. However, these scholarships are highly competitive and the applicants are not guaranteed that they will receive the scholarship.
- 8) UL Lafayette will provide guidance to CUDP students in the use of various support facilities at UL Lafayette including libraries, computer labs and other regular university facilities.
- 9) The CUDP procedures and requirements described herein are based on UL Lafayette university and departmental policies that may change from year to year. The most current information will be available from www.louisiana.edu and that information will supersede the procedures and requirements described herein
- 10) Instituto Tecnológico Superior de Centla students in CUDP at UL Lafayette shall meet all immigration requirements of the United States of America including, where appropriate, arrangements for their family members and dependents. The students shall ensure that they keep

UL Lafayette fully informed of their movements and their contact details during the period of their studies at UL Lafayette. UL Lafayette will act as the point of contact with the student during this period.

4.2. Student Exchanges

The parties agree to offer, at no cost to the host institution, annual opportunities for student visits (both at the undergraduate and graduate levels) via formal visits at the host institution which will allow the visiting students to work within the research laboratories of the host institution while touring regional industries involved in technology development of mutual interest along with exposing the visiting student to cultural experiences so that they may learn more about the host university and region. Note that all costs associated with the visit in terms of travel, lodging, stipends, and meals are to be covered by the visiting student's university (the Instituto Tecnológico Superior de Centla or UL Lafayette) or some funding program associated with either the Mexico or the US that has not yet identified at the time of document drafting. However, the visiting student and their home institution will not be charged for laboratory costs, computer charges, supplies, and other costs of normal laboratory operations that are associated with the visiting student being present at the host institution. The objective of these exchanges are to provide the visiting students with a unique educational experience that will teach them new technology development methods and/or associated data management while stimulating joint R&D interest between the two institutions and providing an opportunity to learn more about the people and culture of the two countries and associated regions where the universities are located.

4.3. Joint Research Activities

Several modes of research collaboration will be initiated through this MOA. Albeit, all potential modes of such activity cannot be completely detailed in this document, example opportunities are detailed in subsequent subsections of this section as a means of providing guidance to the Executive Committee to expand on detailing and initiating potential opportunities (discussed later in this document). Both energy and coastal protection R&D areas are of prime interest to the Parties; however, all engineering, technology, and/or science topical R&D areas will be considered.

4.3.1. Graduate Student Positions at UL Lafayette

A key goal of this MOA is to initiate a significant graduate student exchange between the Parties. Under this MOA, the Parties will periodically exchange information on graduate student funding opportunities available at the two participating institutions (Parties) with encouragement for students to apply toward these opportunities. This MOA does not assure that applicants will be selected since they will undergo the same review and selection process of any other applicant to each respective program; however, the Parties do agree to place a priority toward the selection of qualified applicants from the other Participating Institution when appropriate student positions are available. In the case of any student selected into a graduate student position at either UL Lafayette or the Instituto Tecnológico Superior de Centla, a graduate faculty member from the original home university (UL Lafayette or the Instituto Tecnológico Superior de Centla) of the student will be invited to join the graduate committee of the student at their new institution to stimulate faculty interaction between UL Lafayette and the Instituto Tecnológico Superior de Centla. Note that all costs associated with participating in the graduate committee of the new host institution will be paid by the faculty member's institution and not the host institution. Also, faculty members from the alumnus institution of the student must meet the committee membership criteria of the host institution. Finally, this MOA also encourages UL Lafayette and the Instituto Tecnológico Superior de Centla to fund student graduate education opportunities at either UL Lafayette via Mexican-based funding or UL Lafayette students at the Instituto Tecnológico Superior de Centla via UL Lafayette-based funding. The Executive Committee is challenged, via this MOA, to identify and initiate such exchange programs. The goal of this initiative is to stimulate joint technology development and a stronger collaborative culture between the Parties and their respective countries.

4.3.2. Faculty Education and Training

This MOA strongly encourages additional education of the faculty (such as the obtainment of a PhD) at the various Parties to foster increased relationship and enhance the educational opportunities at the two universities. Faculty from the Parties will be given preference to advanced education experiences, such as PhD and Graduate Certificates, by the

other Party where applicable and allowed. The cost of these experiences will be handled on a case by case basis.

4.3.3. Faculty Visits

Faculty visits are encouraged between UL Lafayette and the Instituto Tecnológico Superior de Centla. The Parties agree to explore numerous mechanisms to facilitate such visits with the Executive Committee tasked to lead this effort. Envisioned visits include guest lectures, laboratory tours, field trips, conference participation, and long-term research sabbaticals. Policies are already in place at two institutions to facilitate these exchanges and as such apply and shall be adhered to. The cost of these exchanges will be handled as a case by case basis with no formal, blanket commitment of funding/support provided or inferred by the Parties.

4.3.4. Joint R&D Projects

Faculty from the two universities are encouraged to initiate joint R&D projects of mutual interest via self-generated funds or third party funding opportunities within either country. As such, this MOA serves as a formal statement of interest by the Parties to facilitate to the extent possible this type of interaction. These projects will be formulated on a case by case basis with all applicable rules and regulations in effect. The Parties will develop numerous mechanisms to initiate a series of joint R&D projects. The overall goal is to stimulate technology transfer and to develop stronger collaboration.

4.3.5. Presentation Opportunities

The Parties commit to exploring and offering opportunities for faculty members from the two institutions to present technical papers at appropriate regional and national conferences and symposia. It is a goal that a least one paper will be given in the US by a researcher from the Instituto Tecnológico Superior de Centla as organized/facilitated by UL Lafayette and vice versa within Mexico by a UL Lafayette faculty member as facilitated by the Instituto Tecnológico Superior de Centla.

4.3.6. Post Doctoral (Post Doc) Positions

The Instituto Tecnológico Superior de Centla can send recent PhD graduates and/or faculty hires to UL Lafayette for a period of no less than one year and no more than two years to

actively perform on current R&D projects at UL Lafayette. The Instituto Tecnológico Superior de Centla will be required to pay for all cost associated with salary and travel of their participant, while UL Lafayette will provide free of charge laboratory space, supplies, equipment, and a research mentor to the visiting Post Doc. A mentor from the Instituto Tecnológico Superior de Centla will also be identified and this mentor will participate in R&D implementation and progression. The salary of the participating Post Doc must be at a reasonable magnitude while visiting UL Lafayette – which will be determined via agreement of the MOA Executive Committee. Salary funds will be sent to UL Lafayette to provide the salary to the Post Doc candidate while in Louisiana (ensures compliance with insurance coverage, immigration issues, and supervisory control of projects). Additional methods of funding will be explored.

5.0. APPLICATION LAWS, REGULATIONS, AND INSTITUTIONAL RULES

This MOA does not replace, supersede, cancel, nor modify any applicable federal, state, regional, and institutional law, rule, and/or policy. All applicable laws, rules, and policy remain in force and will apply. The offices within each Party Institution that manage international collaborations are challenged to facilitate the interaction detailed above.

6.0. INTELLECTUAL PROPERTY (IP)

This MOA does not reduce and/or eliminate the rights and privileges associated with all IP owned or under development by the two participating universities. IP that is jointly developed by any two parties or more associated with this MOA will be managed by the applicable office of each involved entity as these opportunities emerge.

7.0. COMMENCEMENT AND DURATION OF THE AGREEMENT

This MOA may be modified through the mutual discussion and consent of the two universities, and shall remain in effect from the date of signature for an initial period of five years. Thereafter, it shall be automatically renewed each year; however, after the initial period either university may terminate or revise the agreement by giving one year written notice of such intent. In the event that either party terminates the MOA, the host institution of a student at that host institution shall honor the terms of the MOA for students whose exchange has been approved prior to termination, as if the MOA remained in force for the period of exchange. Also,

note that after the first five year period of this MOA, the timeframe for renewal may be revisited and modified as an addendum to this agreement if both parties are agreeable.

8.0. SIGNATURE OF APPLICABLE OFFICIALS

After reading this MOA and with full knowledge of its content and scope of the various sections making up this MOA, the following authorized officials from UL Lafayette and the Instituto Tecnológico Superior de Centla on the dates listed by their signatures enter into this MOA in full faith in support of its content and spirit of collaboration. Additionally, by signing this MOA, all parties agree that this is a starting point for a new age of stronger collaboration that strives to improve the condition of each region associated with the Parties.

In witness whereof, the Parties have caused this agreement to be executed as of the date written below,

Date: 7/17

Dr. Joseph Savoie,

President of the University of Louisiana

at Lafayette (US)

Date:

Minister Emilio Alberto de Ygartua y Monteverde, Sub-Secretary of Education for Higher Learning for

the State of Tabasco (Mexico)

Date

Lic. Ramón Antonio Rodríguez Laynes,

Director of the Instituto Tecnológico Superior de Centla,

State of Tabasco (Mexico)