

Academic Agreement
Between Organization for Regional and Inter-regional Studies,
Waseda University and
El Colegio de la Frontera Norte A. C.

Organization for Regional and Inter-regional Studies, Waseda University (hereinafter "Waseda") and El Colegio de la Frontera Norte A. C. (hereinafter "El Colef") do hereby agree to establish the following cooperative Academic Agreement (hereinafter "Agreement") in the fields of education and academic research.

(Purpose)

Article 1 Waseda and El Colef (hereinafter, collectively as the "Parties," or individually as the "Party") shall provide mutual coordination and cooperation in accordance with the terms and conditions set forth herein or in the agreement memorandum or other arrangement executed hereunder in the spirit of reciprocity, in areas, such as research activities, education activities, and global academic and cultural exchanges, in which the Parties can provide mutual cooperation.

(Cooperative Matters)

Article 2 The Parties shall cooperate on the following matters in accordance with this Agreement.

- 1) To identify opportunities for the exchange of faculty and research staff.
- 2) To exchange and educate academic personnel, through sabbatical, short stays, seminars, courses, workshops, etc.
- 3) To provide educational exchange programs and projects.
- 4) To exchange information in the fields of interest to both institutions.
- 5) To facilitate international exchange of faculty members for graduate studies and research.
- 6) To carry out professional and academic events.
- 7) To mutually lend advice, technical support, and services.
- 8) To publish the results of research and proceedings of educational seminars, conferences, and lectures.
- 9) To identify other areas of possible interest and collaboration.

II. Details on implementation of the cooperative project set forth above shall be consulted on, agreed to, and confirmed in a written document by and between the Parties.

(Intellectual Property)

Article 3 In order to preserve the integrity of intellectual property, as well as to ensure its proper

administration and application arising as a result of the Agreement, both Waseda and El Colef agree to cooperate to achieve the most mutually beneficial solution for both Parties. When necessary, separate agreements shall be established for each item of intellectual property identified. Both Parties shall endeavor to resolve any matters related to intellectual property amicably and in a constructive manner.

(Protection of Personal Information)

Article 4 Based on the Agreement, both Waseda and El Colef agree not to divulge or expose any personal information obtained through the performance of the Agreement to any third party except in the cases where (i) the prior written consent of relevant person is obtained; (ii) the laws and regulations allow or compel the disclosure of the relevant information; (iii) it is necessary for the protection of the life, body, or property of a certain individual; or (iv) a competent authority requests disclosure of the relevant information. This provision shall survive after the termination of this Agreement.

(Confidentiality Agreement)

Article 5 The Parties hereto shall be obligated to keep strictly confidential any information which was specified as confidential and disclosed by either Party to the other in the form of documents, information, and goods, whether given orally, in writing, by electronic media or any other means. The Parties shall not use any confidential information for any purpose other than that of this Agreement. The Parties hereto shall neither divulge nor expose such to any third party without the prior consent of the other Party. In the event a Party discloses the above-described documentation and information, etc. to the other Party in a form other than in writing, it shall notify the other Party of the fact within seven (7) days following the disclosure.

II. Notwithstanding the preceding paragraph, the Party receiving such information shall not be under the confidentiality obligations provided for in the preceding paragraph if such information was:

- (1) Already in the possession of the Party receiving it at the time of disclosure by the other Party; or,
- (2) Publicly known at the time of disclosure by the other Party; or,
- (3) Released into the public domain after disclosure through no fault of the Party receiving it; or,
- (4) Properly obtained from a third party acting with the authorization or consent of the Party disclosing it, without bearing confidentiality obligations.

III. The provisions of the preceding two paragraphs shall survive any expiration or termination of this Agreement.

(Liability)

Article 6 During the performance of the Agreement, when either Party is responsible for losses and damages inflicted on or suffered by the other Party, the Party responsible shall compensate the other Party for actual losses and damages (not including indirect damage or consequential loss or damage) suffered.

(Matters for Discussion)

Article 7 Circumstances and matters which are not addressed in any of the Articles of the Agreement shall be decided upon on each occasion through discussions by both Parties.

(Notice)

Article 8 Any notice including, but not limited to, change, report, termination, offer, or approval made in relation to this Agreement shall be made to the address designated by each Party in writing (including e-mail or facsimile if e-mail addresses or facsimile numbers have been exchanged). For facsimile notices, the original shall be delivered to the appropriate address within a reasonable time period.

II. The above notice shall be effective upon actual receipt. In case of a facsimile notice, it shall be effective at the time recorded in the receiver's facsimile machine on the condition that the original is delivered within a reasonable time period. E-mail shall be effective as notice hereunder if confirmation of receipt is made through reply e-mail. However, e-mail shall not be available in respect to modification, termination, or assignment of the Agreement.

(Good faith principle)

Article 9 This Agreement is concluded on equal terms between the Parties, and the Parties shall fulfill in good faith their obligations assumed under this Agreement.

(Period of Validity)

Article 10 The Agreement shall become effective on the date of signing for five years.

I. On the condition that no requests for termination of the Agreement from Waseda or El Colef have been received at least six (6) months prior to the expiration date of the Agreement, it shall be automatically extended for a one-year period. Furthermore, this process shall be applied for all subsequent years.

(Amendments to, Termination of and Assignment of the Agreement)

Article 11 The Agreement shall not be amended or terminated without the agreement of both Waseda and El Colef.

II. The Parties shall not assign this Agreement.

(Jurisdiction)

Article 12 The parties hereby agree that, in the event of any dispute between the parties relating to this Agreement, the parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) days, the parties agree that:

1. Each party shall select one arbitrator and the third arbitrator shall be selected by an agreement between the parties.
2. Arbitration shall be conducted in the English language.
3. The decision and award of arbitration shall be in writing and shall be final and binding upon the parties hereto.
4. The execution upon the award rendered may be entered and brought to effect at any court having jurisdiction thereof.
5. Both parties shall share the expenses of arbitration”.

This Agreement shall be documented in written form using two original copies, each signed by both Waseda and El Colef, and affixed with the official seals of the signatory party representatives. Each signatory party shall keep a signed original.

June 16, 2017

Date (Month Day, Year):

July, 3, 2017

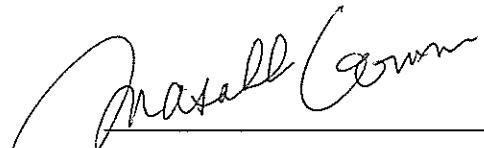
Date (Month Day, Year):

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Signature



Signature