ADDENDUM
TO
MEMORANDUM OF AGREEMENT
FACULTY EXCHANGE

This Addendum is made and entered into on the date of the final signature hereto, by and between Texas A&M University-Corpus Christi, a member of The Texas A&M University System an agency of the State of Texas, United States of America, located at 6300 Ocean Drive, Corpus Christi, Texas 78412 (hereinafter referred to as “TAMU-CC”) and Universidad Autónoma de Queretaro, a public institution of higher education duly organized under the laws of Querétaro, México located at Cerro de las Campanas s/n, Centro Universitario, Querétaro, Querétaro, México CP 76010 (hereinafter referred to as “UAQ”).

This Addendum is a part of and contemporaneous with the Memorandum of Agreement entered into on 2nd day of February, 2009 by and between TAMU-CC and UAQ.

1.0 PURPOSE

1.1 The purpose of this agreement is to increase and facilitate cooperation in research and education. This agreement provides the framework for the following activities: collaborative research projects, reciprocal exchange of faculty and staff, exchange of publications, reports and other academic information, collaborative professional development, and other activities such as conferences, symposia, and workshops as mutually agreed.

2.0 AREAS OF COLLABORATION

2.1 The parties agree to implement collaborative research through faculty and staff initially in Music, Visual Arts, and Performing Arts.

3.0 FACULTY/STAFF EXCHANGE

3.1 The parties shall, for duration to be determined on a case by case basis, and after mutual written agreement, invite faculty for teaching and/or research visits. Visiting faculty must have a sufficient command of the language of instruction, if they are invited to teach.

3.2 The purpose of any such visit must be teaching or cooperative research. No such visit shall exceed one academic year as that period is defined by the Host University.

3.3 All matters related to the rights and responsibilities of employment, including salaries and benefits of exchange faculty and staff, are the sole responsibility of the Home University.

3.4 Exchange faculty and staff will be subject to the Host University’s rules, regulations, and policies. The Host University will orient exchange faculty
and staff to pertinent rules. The Home University will withdraw the faculty/staff member from the exchange assignment upon the request of the Host University.

3.5 The Host University will, on request, provide information to assist exchange faculty/staff in locating living accommodations. Exchange faculty/staff will be responsible for obtaining any necessary visa, work permit, or other documents necessary to enter and stay in the host country. The Host University will cooperate in such efforts, but will not have any responsibility to assure the granting of any visa, permits, or approvals. The ultimate responsibility for making the appropriate arrangements and meeting the legal requirements to enter, live, and work in the host country is the responsibility of exchange faculty/staff and the Home University shall communicate this responsibility to exchange faculty/staff.

3.6 Each faculty/staff exchange participant must submit proof of medical insurance coverage during the exchange period as required by the Host University. It is understood that the Host University accepts no responsibility or liability for providing health care services or health care insurance for visiting faculty/staff.

3.7 If teaching is involved in an exchange, the arrangement must be reciprocal so that neither participating University suffers any hardships in maintaining the requisite teaching loads.

4.0 PUBLICATIONS
4.1 The parties shall publish the results of their collaboration under the titles of the two institutions. The results of the joint work on a subject where both research groups have had original results and ideas, shall be published under the authorship of all investigators who made substantial contributions and under the titles of both TAMU-CC and UAQ, regardless of where the final experiments or research were performed.

5.0 INTELLECTUAL PROPERTY AND RESEARCH PROTOCOL
5.1 All publications from the collaboration between the two universities under the terms and conditions of this agreement must give recognition to this agreement therein. Likewise, this agreement must also be mentioned in all courses and formal presentations which result from collaboration under the terms hereof.

5.2 Both parties agree to the exchange of publications, such as books, academic journals, and other official publications, and research information generated by either of the parties in connection with this agreement.
5.3 Inventions made jointly by members of the two research groups will be jointly owned by TAMU-CC and UAQ in accordance with the policies and regulations of The Texas A&M University System.

5.4 It is the intent of the parties to the agreement that the general provisions of this agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. No implementing memorandum shall amend or contradict the provisions of this agreement. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.

5.5 Nothing in the initial version of this agreement shall be interpreted as constraining the development of future programs not mentioned in this document.

6.0 ACADEMIC AND DISCIPLINARY RULES
6.1 The parties agree that the academic requirements of both universities shall be respected and that all current, applicable policies covering matters of academic responsibility and social discipline will be distributed to the other party and carefully followed.

7.0 BUDGETARY CONSIDERATIONS
7.1 Resources for the implementation of this agreement are dependent upon budgetary availability. Neither party is obligated to expend any resource in connection with this agreement. Should either party not have the funding necessary to carry out any obligations under this agreement, it shall immediately notify the other party of such fact, in writing, and of such portions of this agreement that may be deemed terminated or modified.

8.0 GENERAL PROVISIONS
8.1 This agreement shall become effective when signed by representatives of the two universities and shall remain effective until the Memorandum of Agreement between the parties dated February 2, 2009 is terminated, except as otherwise provided herein, either party may terminate this agreement by giving the other party at least 60 days advance written notice of its intention to terminate. Termination shall be without penalty.

8.2 Correspondence and notices regarding the administrative/fiscal management of this program shall be addressed to the contacts listed in Attachment A. Notification of changes in the contact information shall be made in writing.

8.3 No amendment, change, waiver, or discharge hereof, shall be valid unless in writing and signed by both parties. This agreement shall enure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.
8.4 This agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications, and understandings, oral or written. There are no representations, agreements, arrangements, or understandings oral or written, between or among the parties relating to the subject matter of this agreement that are not fully expressed herein.

8.5 If any part of this agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such enforceability shall not affect the balance of this agreement.

8.6 The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. This agreement creates no relationship or joint venture, partnership, limited partnership, agency, or employer-employee relationship between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as from time to time be provided by written instrument signed by both parties.

8.7 This agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

8.8 This agreement shall be construed, and legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Texas applicable to contracts solely executed and wholly to be performed within the State of Texas without giving effect to the principles of conflicts of laws. Any disputes between the parties to this agreement shall be brought in the state or federal courts of Texas.

8.9 In all activities undertaken pursuant to this agreement, the parties agree to comply with such federal, state and local laws and statutes, as may be in effect at the time of performance and all valid rules, regulations, and orders thereof regulating such activities.

8.10 The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.

8.11 In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and
the Americans with Disabilities Act of 1990, TAMU-CC and UAQ will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in their administration of policies, programs, or activities; admission policies; other programs or employment.

8.12 Each party shall be excused from any breach of this agreement which is proximately caused by government regulation, financial exigencies, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

8.13 UAQ shall not use the names, logos, trademarks, seals, service marks, and other identifying marks of TAMU-CC, The Texas A&M University System nor of any of its employees or components nor any adaptation thereof, in an advertising promotional or sales literature without the prior written consent obtained from the Chief Executive Officer of TAMU-CC or the Chancellor of the Texas A&M University System, in each case.

IN WITNESS WHEREOF, the parties have each executed this agreement on the date reflected by each signature below.

Dated: 2/2/09

TEXAS A&M UNIVERSITY-CORPUS CHRISTI
By: Dr. Flavius C. Killebrew
Title: President

Dated: 2/2/09

UNIVERSIDAD AUTONOMA de QUERETARO
By: M. en A. Raul Iturralde Olvera
Title: Rector
ATTACHMENT A
ADMINISTRATION OF PROGRAM

For: TAMUCC
Robert S. Nelsen, Ph.D.
Associate Vice President
for Academic Affairs
Texas A&M University-Corpus Christi
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Corpus Christi, TX 78412-5778
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For: UAQ
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