

AGREEMENT FOR THE PROVISION OF SERVICES CELEBRATED BETWEEN THE COUNCIL OF ACCREDITATION OF TEACHING OF ENGINEERING, A.C., NAMED ONWARDS "EL CACEI," REPRESENTED BY THE MTRA. MARIA ELENA BARRERA BUSTILLOS IN HER CHARACTER OF GENERAL DIRECTOR AND LEGAL REPRESENTATIVE, AND THE [REDACTED], NAMED ONWARDS "THE INSTITUTION", REPRESENTED BY [REDACTED] IN ITS CHARACTER OF LEGAL REPRESENTATIVE, THROUGH WHICH CACEI'S 2018 FRAMEWORK CONDITIONS ARE ESTABLISHED IN THE INTERNATIONAL CONTEXT, "THE CACEI" CARRIES OUT THE ACCREDITATION OF ACADEMIC PROGRAMS OF HIGHER EDUCATION, IN "THE INSTITUTION", ACCORDING TO THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

1. FROM "EL CACEI":

- 1.1.** That it is a civil association organized according to Mexican laws, created by a constitutive act that appears in the public deed number fifty thousand four hundred and ninety dated July 5, 1994 granted before the faith of Mr. Carlos de Pablo Serna, holder of the Notary No 137 of the Federal District, amended by public deed No. 110127, dated September 17, 2012, registered in the Public Registry of Property and Commerce of the Federal District, in the folio of legal entities No. 32796 dated January 15, 2013, granted before the faith of the holder of Notary No. 49 of the Federal District, Lic. Arturo Sobrino Franco.
- 1.2.** That within its corporate purpose it seeks to contribute to the knowledge and improvement of the quality of engineering education in public and private educational institutions of the country, following a model that corresponds to the needs of Mexico and the conditions of the practice of engineering in the national territory; carry out the accreditation processes of engineering education programs through the establishment of criteria and procedures for accreditation, the formation of commissions, the integration and training requirements of accreditors in said area and the issuance of final accreditation decisions; establish accreditation systems, which will be based on the general guidelines, frames of reference, guidelines and policies of the Council for the Accreditation of Higher Education, A.C. (COPAES), and quality criteria duly based on the essential aspects of teaching programs, which will also be permanently reviewed and according to the experience of the assessment both in Mexico and in other countries.

- 1.3. That has the experience and sufficient capacity to fulfill the object of this agreement since it has formal recognition by COPAES as an accrediting organization.
- 1.4. That the Mtra. María Elena Barrera Bustillos, as General Director and Legal Representative of "**EL CACEI**", has sufficient powers to sign this agreement, as recorded in public deed No. 117671 dated November 23, 2017, in the book two thousand two hundred and sixty, passed before the faith of the holder of the Notary No. 49 of Mexico City, Mr. Arturo Sobrino Franco.
- 1.5. That is registered in the Federal Taxpayers Registry with the key CAE 940722KN1.
- 1.6. That for this agreement, the legal address is the one located at Av. Presidents number 34-B, Colonia Portales Oriente, Benito Juárez Delegation, Zip Code 03570, Mexico, Mexico City, Tel. 5672-3068.

2. FROM "THE INSTITUTION"

- 2.1 That is a higher education institution _____ created according to _____.
- 2.2 That among its main (purposes, objectives, attributions) are those of: _____.
- 2.3 That _____ is the legal representative of "**THE INSTITUTION**" for which he has sufficient powers to sign this agreement in terms of the public deed No. _____ dated _____, protocolized before the faith of Mr. _____, Notary Public No. _____.
- 2.4 That its Federal Taxpayers Registry is _____.
- 2.5 That, for the purposes of this Agreement, it indicates as its domicile the one located in _____ number _____, Col. _____, State of _____ C.P. _____.

3. JOINT DECLARATION

The parties declare their mutual interest to sign the present agreement for the achievement of the object established therein, for which they are subject in terms of the provisions of the following:

CLAUSES

FIRST. The purpose of this agreement is to establish the conditions through which and in accordance with CACEI's 2018 Framework of Reference in the International Context, "EL CACEI" could carry out the process of accreditation of the academic program of higher education [REDACTED], onwards "**THE PROGRAM**" taught by "**THE INSTITUTION.**"

In the process of accreditation of "THE PROGRAM," among other aspects, the suitability of the set of factors involved, specifically teachers, equipment, curriculum, infrastructure, institutional services, learning support, will be taken into account the methods and instruments for its evaluation.

SECOND. In order to achieve the object established in the previous clause, the parties are bound to the following:

"**THE INSTITUTION**" undertakes to:

1. Submit to "**EL CACEI**," in the format established for this purpose the corresponding application.
2. Carry out a self-assessment, in terms of what is established in "**EL CACEI's**" Manual.
3. Make the payment of the fee established by "**EL CACEI**" for the process of accreditation of each program for the amount of \$ 135,000.00 (One hundred thirty-five thousand pesos 00/100 MN) VAT included, which covers transportation costs, lodging and feeding of the members of the evaluation committee that will carry out the institutional visit to the campus where "**THE INSTITUTION**" teaches "**THE PROGRAM.**"
4. Once the payment has been made, ask "**EL CACEI**" for the access code to the System.
5. Proceed with the self-assessment format electronically, including the corresponding evidence and tables with the related information of "**THE PROGRAM**," and send it to "**EL CACEI.**"
6. Provide the necessary information and conditions during the institutional visit that will be carried out by "**EL CACEI**" to the campus where "**THE INSTITUTION**" teaches "**THE PROGRAM.**"

7. If a new visit is required, the cost of this visit will be borne by **"THE INSTITUTION."**
8. It is obliged to upload information on its website permanently: the validity period of the accreditation in QR code format; its Educational Objectives; and its Graduate Attributes.

"EL CACEI" undertakes to:

1. Upon payment of the established fee, provide **"THE INSTITUTION"** with the access code to the System.
2. Carry out the accreditation process, in terms of what is established in **"EL CACEI"** Manual.
3. Deliver to **"THE INSTITUTION"** the final report that must contain at least the following elements:
 - a. Background.
 - b. List of the aspects evaluated by the evaluation committee, concerning the criteria established by **"EL CACEI."**
 - c. The result of the decision, that may be **"ACCREDITED"** or **"NOT ACCREDITED."**
 - d. Recommendations, if applicable.
4. Deliver an invoice issued to **"THE INSTITUTION"** with the tax requirements for the amount of the services provided.

THIRD. The parties expressly agree that the fee established for the accreditation process will be for each campus where **"THE INSTITUTION"** teaches **"THE PROGRAM."**

FOURTH. The parties expressly agree that the completion of the accreditation process does not imply for **"EL CACEI"** the obligation to grant the accreditation of **"THE PROGRAM"** to **"THE INSTITUTION."**

FIFTH. In the event that the result contained in the opinion is **"ACCREDITED"**, **"EL CACEI"** will proceed to include **"THE PROGRAM"** in the list of accredited engineering education programs and **"THE INSTITUTION"** may be used in advertising and activities Promotional of **"THE PROGRAM"** the legend

"Accredited by the Council of Accreditation of Engineering Education, AC."

SIXTA. To follow up on the obligations provided for in this agreement, the parties will designate responsible parties under the following:

"**EL CACEI**" designates C.P. José Francisco Granados Martín del Campo.

"**THE INSTITUTION**" designates as responsible to .

SEVENTH. The parties undertake to maintain strict confidentiality on information they provide to each other or that they have access to as a result of the execution of this agreement. Classified as confidential or reserved in terms of the Federal Transparency Law and Access to Government Public Information, unless there is written authorization from who is responsible for such information. Both parties must ensure that what is provided by the personnel designated by each party is handled under strict confidentiality.

EIGHTH. "**EL CACEI**" shall not be liable for any damages or losses that may be caused as a direct or indirect consequence of a fortuitous event or force majeure, mainly due to the stoppage of academic or administrative work, for which reason "**THE INSTITUTION**" undertakes to inform written as soon as possible to "**EL CACEI**" on said circumstance, as well as to take the necessary provisions to remedy the situation in question, on the intelligence that once these events have been completed, activities will resume in the form and terms that were initially agreed.

NINTH. The parties may make notices and communications in writing at the addresses indicated in the declarations section of this agreement.

TENTH. The parties accept that the person that they commission for the realization of the activities that are necessary for the fulfillment of the object foreseen in this agreement, will not have a labor relationship with the other party, nor vice versa, so that in no case they will be considered as a solidarity or substitute pattern. Likewise, "**LA INSTITUCIÓN**" and "**EL CACEI**" expressly acknowledge that the completion of the accreditation process does not imply any legal relationship between said institutions and "**EL COPAES**."

ELEVENTH. The parties agree that the rights and obligations arising from this agreement may not in any way be assigned or transferred to third parties.

TWELFTH The validity of this agreement will be eighteen months from the date of its signature.

THIRTEENTH. Any modification to this instrument must be made in writing fifteen calendar days in advance. The party requesting any modification will argue their origin. Where appropriate, the proposed and accepted modifications will come into force the day after the one in which their acceptance is communicated in writing.

FOURTHTEENTH. The parties agree that this agreement may be terminated in advance by written notice, fifteen calendar days. In such a case, the parties will adopt the necessary measures to avoid damages between them, as well as to third parties.

FIFTHTEENTH. The parties agree that "**EL CACEI**" may terminate this agreement without any liability for it, for any of the causes listed below, but not limited to:

1. When "**THE INSTITUTION**" fails to comply with any of the obligations referred to in the Second clause of this agreement.
2. When it is detected that "**THE INSTITUTION**" provided false information to "**EL CACEI**."

SIXTEENTH. The parties agree that once the accreditation process has begun "**EL CACEI**" will not return to "**THE INSTITUTION**" the fees referred to in the second clause of this instrument.

SEVENTEENTH. This agreement leaves without effect any verbal or written agreement on the object set forth therein, which the parties have concluded before the conclusion of this instrument.

EIGHTEENTH. The parties expressly agree that any dispute that may arise due to the accreditation process, as well as the opinion issued by "**EL CACEI**," shall be resolved by mutual agreement. If the conflict persists "**EL COPAES**" may act as a mediator in good faith.

NINETEENTH. In case of controversies not resolved in terms of the preceding clause, the parties will submit to the competent courts in Mexico City, so that they now renounce any jurisdiction that may correspond to them because of their present or future domicile.

Once the parts of the agreement have been informed of the content of this agreement, they will sign it in accordance and triplicate in Mexico City, on _____ of _____ of 2019.

ON BEHALF OF “EL CACEI”

ON BEHALF OF “THE INSTITUTION”

**MTRA. MARIA ELENA BARRERA
BUSTILLOS**

Legal Representative

Legal Representative