

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF MEXICO IN DEL RIO, TEXAS AND SUL ROSS STATE UNIVERSITY-RIO GRANDE COLLEGE OF THE UNITED STATES OF AMERICA, ON HIGHER EDUCATION FOR MEXICANS ABROAD

The Consulate of Mexico in Del Rio, Texas ("the Consulate") and Sul Ross State University-Rio Grande College, based in Del Rio, Texas, of the United States of America ("the Institution") hereinafter referred to as "the Parties";

CONSIDERING the Government of the United Mexican States gives high priority to the attention of Mexicans living abroad and has as an essential mission to contribute to their empowerment, integration and better development in the country where they live;

INTERESTED in offering and providing education services, serving the Mexican population in the United States of America;

CONVINCED that supporting the education of the Mexican population living in the United States of America is a key element for them to achieve a better integration into their host societies, and contributes to the enrichment of these societies;

RECOGNIZING the need for Mexicans working and/or studying in the United States of America to participate in educational programs that facilitate their development and ensure the continuity of their education;

INSPIRED by the desire of contributing to the educational development and strengthening of the capacities of Mexican communities in the United States of America;

BEARING IN MIND that "IME Becas/Higher Education" of the Institute for Mexicans Abroad (IME) of the Ministry of Foreign Affairs of the United Mexican States (SRE) has as its mission to create educational opportunities for Mexicans and persons of Mexican origin living in the United States of America;

MOTIVATED by the desire to increase the range and number of persons benefiting from "IME Becas/Higher Education";

Have agreed as follows:

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ARTICLE I Objective

The objective of this Memorandum of Understanding is to establish the foundations for collaboration between the Parties, to increase the educational level of Mexicans and persons of Mexican origin living in the United States of America.

ARTICLE II Scope of Cooperation

To fulfill the objective of this Memorandum of Understanding, the Parties shall grant financial support to Mexicans and persons of Mexican origin living in the United States of America, enrolled in technological education, online courses, undergraduates and postgraduates offered by public universities, community colleges, private universities and higher education institutions in the United States of America.

The amount of the financial support shall be determined according to the following:

Mexican or Mexican origin students residing in the United States of America, for a maximum amount of US \$500.00 (Five Hundred United States dollars) per student, per school year, enrolled in programs of technological education, undergraduate education, graduate education, extension and/or online courses. The Resources must be used by students as support for the payment of their tuition, registration fees, specific courses (including online courses and study materials, such as textbooks).

ARTICLE III Funding

In accordance with the resources allocated in their specific budgets, their availability, budgetary allocation and the provisions of the national legislation, the Parties shall allocate the necessary resources for the granting of the financial support referred on Article II of this Memorandum of Understanding, according to the following terms:

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- 1. The Consulate shall deliver to the Institution the amount of US \$ 5,000.00, (Five Thousand United States dollars), from resources provided by the Government of the United Mexican States through "IME-Becas/Higher Education".
- 2. The Institution shall make a contribution by the amount of US \$5,000.00, (Five Thousand United States Dollars) to match the amount provided by the Consulate.

The Parties may obtain additional local resources, from governmental or private welfare organizations or foundations, for the financial support under this Memorandum of Understanding.

ARTICLE IV Responsibilities of the Parties

From the Institution:

- a) To receive and manage the resources provided by the Consulate for the fulfillment of the objectives of this Memorandum of Understanding;
- b) To issue the Consulate a receipt, duly signed, for the resources provided by the Consulate, on letterhead paper of the Institution, stating the total amount of the resources provided and verifying that the date corresponds to the current fiscal year;
- c) To attach to the receipt a copy of an official identification with a legible photograph of the signatory of the receipt (issued by an organ of government entitled to do so). The signature in the document has to be identical to that of the identification;
- d) To exercise the resources received in the current fiscal year and allocate them exclusively for the purposes for which the Consulate delivered them. In case of any impediment to exercise the resources granted by the Consulate before the date indicated, the Institution must inform the Consulate, in order to agree the date for the reimbursement of the unspent resources;

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- e) Do not charge fees for the management of resources, or any other indirect cost that may reduce, in any way, the amount that was provided by the Consulate through "IME-Becas/Higher Education", such as: organization or administration expenses, events or meetings costs, travel or equipment purchases (including computers or computer accessories);
- f) In accordance with the work program and the budget, approved by the Head Consul and selected by the Evaluating Committee, to provide financial support to the selected students;
- g) To notify the Consulate when a student, for any reason of force majeure, cannot continue with his/her studies, and to propose to a new candidate for the use of the remaining resources until terminated;
- h) To submit a final report to the Consulate on the implementation of this Memorandum of Understanding, which must be delivered on the dates agreed upon by the Parties, and
- i) To submit to the Consulate, as part of the final report, testimonials from the students, advisors or coordinators on the benefits of the received support.

2. From the Consulate:

- a) To share to the Institution the necessary documents, related to "IME Becas/Higher Education", to carry out the implementation of this Memorandum of Understanding;
- b) To provide to the Institution the resources assigned by the Government of the United Mexican States through "IME Becas/Higher Education", and
- c) To request to the Institution a final report on the implementation of this Memorandum of Understanding, on the date agreed upon by the Parties.

None of the Parties has explicit authority to designate or create any kind of obligation or liability on behalf or in the name of the other Party.

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ARTICLE V Follow up Mechanism

To achieve the objective of this Memorandum of Understanding, each Party agrees to appoint a coordinator, who shall oversee the compliance of the responsibilities of the Parties established in this Instrument.

The Consulate appoints José Luis Díaz Mirón Hinojosa, Deputy Consul, whose address is 2207 North Bedell, Del Rio, Texas, 78840 and the Institution appoints Verónica Mendez Maqueo, Asst. Provost & Dean, whose address is 205 Wildcat Dr. Del Rio, Texas, 78840.

ARTICLE VI Transparency and Information Management

The Parties may use the information obtained through collaborative activities under this Memorandum of Understanding exclusively for the purposes for which it was provided by the other Party. The private information of the beneficiaries of "IME Becas/Higher Education" shall be handled under the strictest confidentiality criteria, in accordance with applicable federal and local laws.

ARTICLE VII Dispute Resolution

Any dispute arising from the interpretation or application of this Memorandum of Understanding shall be resolved by the Parties by mutual written agreement.

ARTICLE VIII Final Provisions

This Memorandum of Understanding shall enter into force from the date of its signature and shall remain in force until December 31, 2019, and may be terminated at any time by written notice sent to the other Party with sixty (60) days in advance to the proposed day for termination.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that have been formalized during its validity.

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This Memorandum of Understanding may be modified or extended by consent of the Parties, formalized through written communications specifying the date of entry into force.

Signed at Del Rio, Texas, the 29 of August, 2019 in two originals, each in the Spanish and English languages, being both texts equally authentic.

FOR THE CONSULATE OF MEXICO IN DEL RIO, TEXAS

FOR SUL ROSS STATE UNIVERSITY-RIO GRANDE COLLEGE OF THE UNITED STATES OF AMERICA

Carlos Gustavo Obrador Garrido Cuesta Consul

Bill Kibler President