AGREEMENT FOR THE COLLABORATIVE DELIVERY
OF ACADEMIC PROGRAMS

This agreement is entered between Arkansas State University – Jonesboro (hereinafter referred to as “ASUJ”), United States of America, and School of Sports Organization of Universidad Autónoma de Nuevo León (hereinafter referred to as “UANL”), for the purpose of establishing a cooperative program through curriculum articulation and credit transfers which will develop a range of programs at and between the UANL and ASUJ.

1. PURPOSE OF AGREEMENT

ASUJ and UANL have entered into this agreement for the purpose of fulfilling a shared desire of the two (2) universities in the areas of internationalization, moderation, and diversification of education, in order to improve the overall quality of education, with the advantages for both parties being complementary. UANL and ASUJ through consultation base on the principles of reciprocity and mutual benefit have reached the following agreement to conduct a joint master’s degree program in sport administration (hereinafter referred to as “Cooperative Program”)  

2. TERM

This agreement shall be in effect as of the date above set out and shall remain in effect for five (5) years. The agreement shall be renewed upon the mutual agreement of the parties. The agreement may be cancelled for cause in the event any obligation of either party is not met by thirty (30) days’ written notice. The Agreement may be cancelled without cause by giving ninety (90) days’ written notice; however, ASUJ and UANL agree to give a good faith effort to help registered and enrolled students meet their educational obligations.

3. AGENCY OF THE STATE OF ARKANSAS

All parties recognize and agree that ASUJ is an Agency of the state of Arkansas.

4. COOPERATIVE PROGRAM MODELS

A. The cooperative program is to be set with a model of 1+1 which is carried out by
curriculum articulation and credit transfers between UANL and ASUJ. The specialty is: M.S. Sport Administration from UANL and ASUJ.

B. The Details of the Model for M.S. Sport Administration:
   a. The first one (1) year of study shall occur at UANL, and the last one (1) calendar year of study shall occur at ASUJ.
   b. Students who are going to participate in this program shall be graduate students registered at UANL majoring in Sport Administration.
   c. Students will need to enroll and complete pre-approved courses with satisfactory grades to be admitted to the Cooperative Program. Any courses taken outside of the pre-approved list may not be counted to qualify for admittance to the Cooperative Program.
   d. Students must have a TOEFL IBT score of 79 or an IELTS score of 6.0 to be eligible for the ASUJ degree courses. Any student who has failed to meet this requirement must enter and complete the ASUJ English as a Second Language program before they start the Cooperative Program.
   e. Students will pay tuition and fees at UANL the first one (1) calendar year of study and they will not pay any tuition and fees at ASUJ during this calendar year.
   f. Students will pay international student tuition and fees at ASUJ, or, in the event that a lesser rate of tuition and fees for this Cooperative Program is approved by the Board of Trustees for Arkansas State University, students will pay said lesser rate for the last one (1) calendar year of study and they will not pay any tuition and fees at UANL during this calendar year.
   g. Students can apply to the Consejo Nacional de Ciencia y Tecnología scholarship at the beginning of the Cooperative Program at UANL.
   h. Students can apply to obtain a scholarship to cover part of the tuition and fees the last one (1) calendar year of study at ASUJ.

5. OBLIGATIONS OF UANL

UANL shall meet the following obligations:

A. UANL will be responsible for promoting the program and enrolling students in the Cooperative Program at UANL’s campus.

B. UANL will be responsible for management of students at UANL’s campus.
C. UANL will be responsible for managing its facilities, including classrooms, computer labs, workshops, language labs, libraries, and physical education places.

D. UANL will be responsible for the delivery of pre-approved courses for the first one (1) calendar year of the Cooperative Program.

E. UANL will be responsible for the management and teaching quality at UANL’s campus.

F. UANL will acknowledge all the courses offered at ASUJ in the last one (1) calendar year.

G. UANL will be responsible for issuing UANL diplomas conferring a Master’s Degree to those students who have passed all the required exams, and have satisfied all the requirements of the Cooperative Program.

6. **OBLIGATIONS OF ASUJ**

ASUJ shall meet the following obligations:

A. ASUJ will be responsible for transferring to UANL those credits for pre-approved courses which are successfully completed by a student.

B. ASUJ will be responsible for the delivery of courses for the last one (1) calendar year of the Cooperative Program.

C. ASUJ will be responsible for providing teaching plans, samples of textbooks, and reference books to UANL faculty in order for UANL’s faculty to familiarize themselves with the ASUJ courses.

D. ASUJ will be responsible for providing students who satisfy all entry requirements of ASUJ admission to ASUJ a completed I-20 form allowing students to seek a visa interview for petitioning for an F-1 visa to attend ASUJ.

E. ASUJ will be responsible for the teaching quality and management of the Cooperative Program at ASUJ.

F. ASUJ will be responsible for issuing ASUJ Master’s Degrees in Sport.
Administration to all students who have successfully completed the Cooperative Program and have satisfied all the requirements of ASUJ for the degree.

7. IMPLEMENTATION

A. Each party shall obtain the written consent of the other (in advance and prior to each use) before they may use the name and/or logo of the other party in any materials or communications not related to this Agreement.

B. The parties agree to provide the necessary facilities and support for the Cooperative Program, and staff visits where appropriate. Each party shall undertake their own travel and expenses in relation to visits to another party.

C. The parties will join efforts to seek extra resources, if available, to enable the students to carry out the agreed upon activities.

8. APPROVED COURSE EQUIVALENCIES

<table>
<thead>
<tr>
<th>Approved Course Equivalencies</th>
<th>UNIVERSIDAD AUTONOMA DE NUEVO LEON</th>
<th>ARKANSAS STATE UNIVERSITY - JONESBORO</th>
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<tbody>
<tr>
<td>Course Number</td>
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<tr>
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<td>Formación Básica Optativa (Sociología Deportiva)</td>
<td>4</td>
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<tr>
<td>043</td>
<td>Aplicación Optativa (Sistemas y Modelos de Gestión en Entidades Deportivas)</td>
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<td>036</td>
<td>Aplicación Optativa (Política y Derecho en el Deporte) (Extra)</td>
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<td>Formación Avanzada Optativa (Mercadotecnia Deportiva)</td>
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<td>Formación Avanzada Optativa (Economía y Finanzas en Organizaciones Deportivas)</td>
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<td>050</td>
<td>Prácticas Profesionales I (2o. Semestre)</td>
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<tr>
<td>026</td>
<td>Libre Elección (Inglés para Propósitos Específicos y Académicos)</td>
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<td>Prácticas Profesionales II (3er. Semestre)</td>
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</table>

**Total Approved Hours**: 74

**Total Approved Hours**: 36

**9. FORCE MAJEURE**

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to
the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, or flood, or because of any law, order, proclamation, ruling, regulation, or ordinance of any government or subdivision of government, or because of any act of God.

10. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations, or undertakings concerning the matters and arrangements provided for in this Agreement. No supplement, modification, or amendment to this Agreement will be binding unless such supplement, modification, or amendment is in writing and signed by all parties.

11. **WAIVER**

A waiver of any provisions of this Agreement will not be considered a waiver of any other provision whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

12. **NOTICE**

Any request, notice, or other communication to be given under this Agreement must be in writing and delivered personally or by messenger, courier service, or sent by registered, certified mail, return receipt requested, postage prepaid, as follows:

To Arkansas State University – Jonesboro, U.S.A.:

Dr. Lynita Cooksey, Ph.D.  
Vice Chancellor and Provost  
Office of the Provost  
P.O. Box 179  
State University, Arkansas 72467  
United States of America

To Universidad Autónoma de Nuevo León:

Dr. José Leandro Tristán Rodríguez  
Universidad Autónoma de Nuevo León  
Pedro de Alba s/n, Cuidad Universitaria
San Nicolás de los Garza
Nuevo León, México

All notices will be considered effective upon receipt if delivered personally, by messenger, by courier service, or by registered mail.

13. **SUCCESSORS**

The terms, warranties, and agreements herein contained shall bind and inure to the benefit of the respective parties hereto and their respective legal representatives, successors, and assigns.

14. **ADDITIONAL DOCUMENTS**

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement, including specifically all documents necessary to set tuition and fees for each term.

15. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which will be considered to be an original. All counterparts together will constitute the same instrument. The signing of this Agreement at different times and places by the parties will not affect the validity of this Agreement.

16. **SEVERABILITY**

Any provisions herein declared invalid under any law shall not invalidate any other provisions of this Agreement.

17. **COMPLIANCE WITH LAWS, STATUTES, TREATIES, RULES, AND REGULATIONS**

All parties agree to comply with all laws, statutes, treaties, rules, and regulations governing the provisions of this Agreement. As for other matters or issues that may occur during the program implementation, such issues should be discussed through meetings that occur in the course of the program implementation between ASUJ and UANL, both parties agree to resolve all differences in a friendly manner, whenever possible.
18. ADDITIONAL REQUIREMENTS

A. **FERPA Compliance and Personal Data Protection:** UANL is a designated school official with a legitimate educational interest in storing, accessing, transmitting to, and receiving from ASUJ only the educational records of those Participating Student Applicants under this Agreement. In accordance with the laws of each country on protection of personal data, the parties agree that the personal data provided by the parties, for cases in which the personal data is regarding a natural person or representatives of a legal entity, will be incorporated in to a file and/or database which shall be owned by each of the parties. The purpose of providing the data is for the activities of this Agreement, as well as the maintenance of contact on both sides. In compliance with current regulations, the parties guarantee that they have adopted the technical and organizational measures necessary to protect the data under the same standards which are used to protect said party’s own data, provided that in no case shall that be less than a reasonable standard of protection. In addition, the parties shall not assign or communicate the personal data stored in their files and/or databases to third parties, except when necessary for the performance as outlined under this Agreement, when required by law or the order of a court of competent jurisdiction, or upon the written consent of the other party.

B. **Compliance with Anti-Kickback Legislation:** Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) - By agreeing to this Agreement, the parties: (1) certify that they have not paid kickbacks directly or indirectly to any employee of ASUJ or UANL for the purpose of obtaining this or any other agreement, purchase order, or contract from ASUJ; and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

C. **Compliance with Export Control Laws:** Each party shall be responsible for adhering to all applicable international and domestic import/export control laws.

This Agreement will take effect upon the signature of both parties.
The Agreement will have four original copies, two in English and two in Spanish. Each party keeps one original copy in English and one in Spanish. In the event of any conflict or inconsistency, the English language version of the Agreement shall control.

The parties hereby sign this Agreement for the Collaborative Delivery of the Cooperative Program by their duly authorized officers as of the date and year above stated.

Arkansas State University – Jonesboro

Dr. Kelly Damphousse
Chancellor
Date 11/8/18

Universidad Autónoma de Nuevo León

M.Sc. Rogelio Garza Rivera
Rector
Date 16 MAR, 2018