

**REVISED OPERATING AGREEMENT
NORTH AMERICAN CONSORTIUM ON LEGAL EDUCATION**

THIS OPERATING AGREEMENT is entered into and is effective as of the latest date of signature of this document by parties there to ("the Effective Date"), by and between the institutions listed below, which are hereinafter referred to collectively as the "Consortium Members" or "The Members". This Agreement will be valid for ten (10) years and it shall be automatically renewed for an additional period of ten years at its expiration date. Any institution may however withdraw from the Agreement at anytime by giving one year written notice of such intent to the Consortium.

University of Arizona, James E. Rogers College of Law
University of British Columbia, Faculty of Law
Centro de Investigaciones y Docencia Económicas (CIDE)
Dalhousie University, Faculty of Law
George Washington University Law School
University of Houston Law Center
Instituto Tecnológico de Estudios Superiores de Monterrey (ITESM), Rectoría de la Zona Metropolitana de Monterrey, Escuela de Negocios, Ciencias Sociales y Humanidades
McGill University, Faculty of Law
Universidad Nacional Autónoma de México, Facultad de Derecho and Instituto de Investigaciones Jurídicas
University of Ottawa, Faculty of Law
Universidad Panamericana, Facultad de Derecho
Southwestern Law School
Suffolk University Law School

RECITALS

WHEREAS, the Consortium Members have concluded a Revised Memorandum of Understanding in which they commit themselves to cooperation in carrying out programs to enhance opportunities for interaction between students, scholars and lawyers in the NAFTA countries, to promote a greater understanding of neighboring legal systems; and

WHEREAS, the Consortium Members desire to establish effective means of communication and cooperation between Members.

NOW, THEREFORE, the Members enter into the Operating Agreement in order to set forth appropriate structures and procedures to carry out the goals of the Consortium.

UNDERSTANDING OF THE PARTIES

In order to carry out projects and programs in furtherance of the goals of the North American Consortium on Legal Education, the Members agree as follows.

H.- Each Member shall designate a Faculty Representative to serve the following functions.

1. To act as principal representative of the Member to the Consortium, maintaining appropriate communications with the Consortium Members and Executive Director , and.
2. To serve as academic advisor to visiting students under the Consortium.

Each Member shall also designate an alternate Faculty Representative, who will assist the Faculty Representative and will represent the Member if the Faculty Representative is temporarily unavailable. Both the Faculty Representative and the alternate representative shall be full-time Members of the faculty of the Member.

ARTICLE III SPECIFIC PROGRAMS AND PROJECTS

The Consortium Members shall work together to carry out the following programs and projects in furtherance of the objectives of the Consortium.

A Student Exchanges

1.- The Consortium will give high priority to facilitating students exchanges between Consortium Members. Eligible students may include candidates for the first degree in Law, as well as Master of Laws and doctoral students.

2.- Each Member shall promote opportunities for students to study as exchange students at other Member schools, in particular in schools outside the country of the Member.

3.- Recognizing the importance of student exchanges to the goals of the Consortium, each Member shall use its best efforts to promote student exchanges with other Consortium schools, by encouraging its students to study, as exchange students at other Consortium schools, and by accepting exchange students from other Consortium schools.

4.- In compliance with paragraph 3 above, each Member shall endeavor to promote scholarship opportunities. Each Member agrees that student exchanges pursuant to the Agreement will be made on a "home tuition" basis. "Home tuition" means that a visiting student will pay to his home university all usual tuition charges and fees (including tuition, registrations, examinations, and use of library and laboratory facilities). The visiting student will not incur any additional payments to the host university, save and except any lodging, visa or insurance costs, if applicable.

5.- Each member shall agree to receive qualified exchange students each academic year, but each member reserves the right to limit the total number of visitors received during a given academic year.

6.- Except as provided in this agreement, each exchange student is solely responsible for all costs other than tuition and fees incurred during the exchange period. Neither institution is responsible for, nor will pay any student expenses relating to lodging, meals, books, other instructional materials, insurance and other personal costs. The exchange student is solely responsible for ensuring and demonstrating adequate financial support for participation in the exchange program.

7.- The host school shall be entitled to establish the criteria, including language ability, for admission as a exchange student to attend classes and receive credit as a visiting student.

2.- At least once every 24 months, the Consortium Member shall organize a conference for the purpose of gathering faculty and students from Members who are working a particular area to facilitate the exchange of information on research projects.

D.- Cooperation in Curricular Development.

The Members shall work together to develop courses and other educational activities that will enhance their abilities to promote the goals of the Consortium. In particular, the Members shall endeavor to offer courses related to NAFTA and to other subjects that involve increased understanding of the legal systems in North America.

E.- Cooperation in Summer Study Programs and in Special Courses

Consortium Members shall promote opportunities for students from Member Schools to attend summer study programs and special courses, including intersession courses, sponsored by Consortium Members.

F.- Cooperation in the Use of Distance Learning and information Technology

1.- The Consortium shall develop a Consortium web page, to be maintained by one of the Consortium Members, at cost to be distributed among all the Members. The web page shall have links between all Consortium Members to provide easy access to information on their academic programs.

2.- The Consortium Members shall cooperate in the development of distance learning and other telecommunications capabilities to enhance their educational programs, and to enhance interaction among the faculty and students of Consortium Members.

G.- Cooperation in Exchange of information and Access to Library Resources.

Consortium Members shall facilitate the sharing of information related to the purposes of the Consortium, including cooperation in sharing of information related to legal research. To this end, the law librarians of the Consortium Members shall communicate with each other, and shall endeavor to seek opportunities to maximize the research of the Consortium, in particular with regard to cross-border legal research.

H.- Mutual Promotion of Academic Programs.

Consortium Members shall use their best efforts to promote academic programs of the Consortium as well as academic programs of individual Consortium Members. These efforts shall include the promotion of Master of Laws programs and, where applicable doctoral programs, as well as other study programs.

**ARTICLE IV.
GENERAL UNDERSTANDINGS**


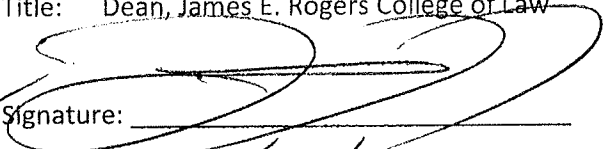
The Members agree that any controversies, disputes, or claims arising out of this Agreement, as between the parties, shall be first submitted to mediation. Mediation shall be conducted in English, French or Spanish. A mediated settlement, if any, shall be reduced to writing. If necessary, all parties will agree on a neutral arbitrary mediator and will be subject to its resolution.


The Members agree that the home institution may include the name of the host institution in the transcript of students that have participated in the exchange program.

The Members agree that this Agreement does not give to the Members any license of use or rights over the intellectual property of another Member. The use of any other trademark and/or denomination representative of either Member is strictly prohibited without the owner's permission.

All activities undertaken by the Consortium shall be carried out in accordance with accreditation requirements and other university regulations and procedures applicable each Consortium Member.

IN WITNESS WHEREOF, the Members have caused their fully authorized representative to execute this Memorandum of Understanding on the date indicated below.

UNIVERSITY OF ARIZONA, JAMES E. ROGERS COLLEGE OF LAW	
For the university administration	For the Law Faculty
Name: Eugene G. Sander	Name: Lawrence Ponoroff
Title: President	Title: Dean, James E. Rogers College of Law
Signature: 	Signature: 
Date: 6/7/12	Date: 5/24/12

UNIVERSITY OF BRITISH COLUMBIA, FACULTY OF LAW	
For the university administration	For the Law Faculty
Name: _____ [please print name]	Name: DAVID G. DUFF [please print name]
Title: _____	Title: ASSOCIATE DEAN ACADEMIC
Signature: _____	Signature: 
Date: _____	Date: May 30, 2012

CENTRO DE INVESTIGACIONES Y DOCENCIA ECONÓMICAS

For the university administration

Name: Sergio López Ayllón
[please print name]

Title: General Secretariat

Signature: _____

Date: November 9, 2012

For the Law Faculty

Name: Ana Laura Magaloni Kerpel
[please print name]

Title: Dean of the Law School

Signature: _____

Date: November 9, 2012

DALHOUSIE UNIVERSITY, FACULTY OF LAW

For the university administration

Name: Carolyn Watters
[please print name]

Title: Vice-President Academic & Provost

Signature: _____

Date: Oct 31, 2012

For the Law Faculty

Name: Hi Book
[please print name]

Title: Dean

Signature: _____

Date: Nov. 2, 2012

GEORGE WASHINGTON UNIVERSITY LAW SCHOOL

For the university administration

Name: _____
[please print name]

Title: _____

Signature: _____

Date: _____

For the Law Faculty

Name: _____
[please print name]

Title: _____

Signature: _____

Date: _____

UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO

For the university administration

Name: _____
[please print name]

Title: _____

Signature: _____

Date: _____

For the Law Faculty

Name: Ma. Leoba Castañeda Rivas
[please print name]

Title: Dean Law Faculty, UNAM

Signature: L. Castañeda R.

Date: _____

For the Instituto de Investigaciones Jurídicas

Name: Heberto Felipe Fix-Fierro

Title: Dean Institute of Legal Research

Signature: [Signature]

Date: _____

UNIVERSITY OF OTTAWA

For the university administration

Name: *Christian Detellier*

Title: *Vice-President Academic and Provost*

Signature: [Signature]

Date: APR 28/12

For the Faculty of Law (Civil Law Section)

Name: *Sébastien Grammond*

Title: *Dean, Civil Law Section*

Signature: [Signature]

Date: 28 mai 2012

For the Faculty of Law (Common Law Section)

Name: *Bruce Feldthusen*

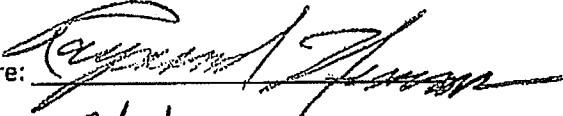
Title: *Dean, Common Law Section*

Signature: [Signature]

Date: May 25, 2012

APPROVED AS TO FORM

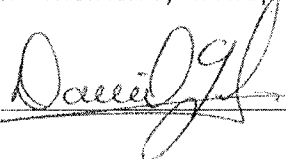
Mark R. Zygmier
OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM
UNIVERSITY OF HOUSTON LAW CENTER

For the university administration	For the Law Faculty
Name: _____ [please print name]	Name: <u>Raymond T. Nimmer</u> [please print name]
Title: _____	Title: <u>Dean</u>
Signature: _____	Signature: 
Date: _____	Date: <u>9/5/12</u>

INSTITUTO TECNOLÓGICO DE ESTUDIOS SUPERIORES DE MONTERREY


For the university administration

Name: Dr. David Garza Salazar
Title: President and Legal Representative
ITESM – Monterrey Metropolitan Area

Signature: 

Date: Nov 14, 2012

MCGILL UNIVERSITY, FACULTY OF LAW

For the university administration	For the Law Faculty
Name: <u>SOZANNE FORTIER</u> [please print name]	Name: <u>DAVIDEZ JUTRAS</u> [please print name]
Title: <u>PRINCIPAL AND VICE- CHANCELLOR</u>	Title: <u>DEAN</u>
Signature: <u>Suzanne Fortier</u>	Signature: 
Date: <u>30/05/14</u>	Date: <u>17 APRIL 2014</u>

UNIVERSIDAD PANAMERICANA

For the university administration

Name: JUANITO VALDEZ MARRAFA
[please print name]

Title: SECRETARIO GENERAL

Signature: 

Date: 24-V-13

For the Law Faculty

Name: JOSE ANTONIO LOZANO DIEZ
[please print name]

Title: DEAN LAW SCHOOL

Signature: 


Date: 22-IV-13

SOUTHWESTERN LAW SCHOOL

For the university administration

Name: Bryant G. Clark
[please print name]

Title: Dean & CEO

Signature: 

Date: 5-7-12

For the Law Faculty

Name: ROBERT E. LUTZ
[please print name]

Title: PROFESSOR OF LAW

Signature: 

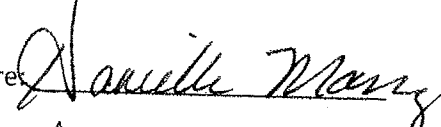
Date: 4/26/12

SUFFOLK UNIVERSITY LAW SCHOOL

For the university administration

Name: Danielle Manning
[please print name]

Title: Sr. Vice President & Treasurer


Signature: 

Date: Sept. 20, 2012

For the Law Faculty

Name: Camille A. Nelson
[please print name]

Title: Dean and Professor of Law

Signature: 

Date: Aug. 27, 2012

SIGNATURE ADDENDUM #1

UNIVERSITY OF ARIZONA, JAMES E. ROGERS COLLEGE OF LAW

In accordance with the rules of administration at the University of Arizona, James E. Rogers College of Law, which require that the present agreement be approved by the President of the University and the Dean of the Law School before entering into effect,

IN WITNESS OF, the Renewal of the Memorandum of Understanding for the North American Consortium on Legal Education

1. This Agreement is subject to cancellation pursuant to Arizona Revised Statute sec. 38-511 regarding Conflicts of Interest.
2. The Arizona Board of Regents on behalf of The University of Arizona is required to comply with applicable state and federal rules governing equal employment opportunity and non-discrimination, and will do so in the performance of this Agreement. Each Party to this Operating Agreement agrees that participation by the other institutions' faculty or students in any activities relating to the Operating Agreement shall not be denied to any individual on the basis of race, color, religion, national origin, age, non-disqualifying handicapping condition, veteran status or sex.
3. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting any of the Parties to the Agreement.
4. The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona, James E. Rogers College of Law, may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Board agrees to notify the other parties to the Operating Agreement as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

I concur.

Name: 

Eugene G. Sander

Title: President

DATE: 6/7/12

Name: 

Lawrence Ponoroff

Title: Dean, James E. Rogers College of Law

DATE: 4/24/12

SIGNATURE ADDENDUM #2

THE GEORGE WASHINGTON UNIVERSITY LAW SCHOOL

In accordance with the rules of administration at The George Washington University Law School, which require that all international agreements be approved by that University Treasurer before entering into effect,

IN WITNESS OF, the Renewal of the Memorandum of Understanding for the North American Consortium on Legal Education

I concur.

Name: _____

Title: _____

DATE: _____

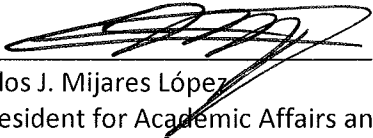
SIGNATURE ADDENDUM #3

INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY

In accordance with the rules of administration at the Instituto Tecnológico y de Estudios Superiores de Monterrey, Monterrey Campus which require that all agreements with partner universities for students' mobility be approved by the Vice President for Academic Affairs and Research as well as by the Vice President for International Affairs of ITESM before entering into effect,

IN WITNESS OF, the Renewal of the Memorandum of Understanding for the North American Consortium on Legal Education

I concur.

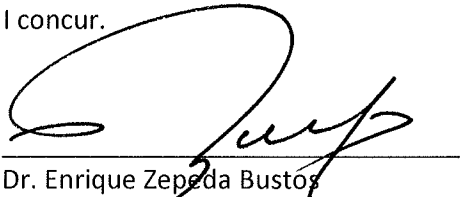


Dr. Carlos J. Mijares López
Vice President for Academic Affairs and Research
ITESM

DATE Nov. 12, 2012



I concur.



Dr. Enrique Zepeda Bustos
Vice President for International Affairs
ITESM

DATE Nov. 5, 2012

Dirección de
Cooperación
Internacional

SIGNATURE ADDENDUM #4

UNIVERSIDAD NACIONAL AUTONOMA DE MEXICO,
FACULTAD DE DERECHO AND INSTITUTO DE INVESTIGACIONES JURÍDICAS

In accordance with the rules of administration at the Universidad Autónoma Nacional de Mexico Facultad de Derecho and Instituto de Investigaciones Jurídicas, which require that the present agreement be approved by the Director of the College of Law before entering into effect,

IN WITNESS OF, the Renewal of the Memorandum of Understanding for the North American Consortium on Legal Education

I concur.

Name: _____

Title: _____

DATE: _____

SIGNATURE ADDENDUM #5

UNIVERSITY OF OTTAWA

In accordance with the rules of administration at the University of Ottawa, which require that international agreements between the University of Ottawa and other universities be approved, in this case, by the Vice-President Academic and Provost and the Deans of the Faculty of Law (namely, the Dean of Civil Law Section and the Dean of the Common Law Section) before entering into effect,

IN WITNESS OF, the Renewal of the Memorandum of Understanding for the North American Consortium on Legal Education

I concur.



Name: Christian Detellier

Title: Vice-President Academic & Provost

DATE:

APR 28 / 12



Name: Sébastien Grammond

Title: Dean, Faculty of Law, Civil Law Section

DATE:

28 mai 2012



Name: Bruce Feldthusen

Title: Dean, Faculty of Law, Common Law Section

DATE:

May 25, 2012

SIGNATURE ADDENDUM #6

SUFFOLK UNIVERSITY LAW SCHOOL

In accordance with the rules of administration at the Suffolk University Law School, which require that the present agreement be approved by the Dean of Common Law Division before entering into effect,

IN WITNESS OF, the Renewal of the Memorandum of Understanding for the North American Consortium on Legal Education

I concur.

Name: *Nawika N...*
Title: *Sr. VP & Treasurer*
DATE: *9/12/13*

SIGNATURE ADDENDUM #8

McGill University, Faculty of Law

In accordance with the rules of administration at McGill University, which require that the present agreement be approved by the Principal and Vice-Chancellor and be concordant with the terms and clauses of its other mobility agreements before entering into effect,

IN WITNESS OF, the Renewal of the Memorandum of Understanding for the North American Consortium on Legal Education

1. The Consortium Members shall accept the exchange students proposed by the other Parties subject to the exchange students meeting the academic standards and/or professional qualifications of both universities.

For greater clarity, exchange students shall be selected on the basis of academic merit and/or professional qualifications without regard to race, colour, sex (including gender identity), pregnancy, sexual orientation, civil status, age, religion, political conviction, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability.

2. The Consortium Members agree that they shall carry out their responsibilities under this Agreement in the same non-discriminatory manner. Any violation of these principles shall be considered grounds for terminating this Agreement.
3. The Parties to the present Agreement have requested that the present Agreement be drafted in the English language. Les parties à la présente ont demandé que la présente convention soit rédigée dans la langue anglaise exclusivement.

I concur.

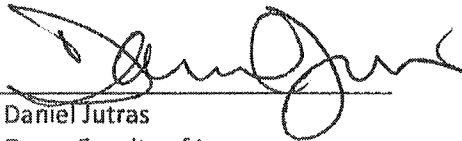


Signature: _____

Name: Suzanne Fortier

Title: Principal and Vice-Chancellor

Date: 19/06/19



Signature: _____

Name: Daniel Jutras

Title: Dean, Faculty of Law

Date: