

Carnegie Mellon University
H. John Heinz College
2019 Applied Data Science Summer Program Agreement

THIS AGREEMENT is made this 8th day of April, 2019, between Carnegie Mellon University, a Pennsylvania non-profit corporation located at 5000 Forbes Avenue, Pittsburgh, PA 15213 ("**Carnegie Mellon**"), and Instituto Tecnológico Autónomo de México, a higher education institution located at Río Hondo No. 1, Col. Progreso Tizapan, 01080 Mexico DF, Mexico ("**ITAM**") (the "**Agreement**").

It is expected that individuals under the auspices of the ITAM will travel to Pittsburgh, PA, to attend the 2019 Applied Data Science Summer Program conducted by the Carnegie Mellon H. John Heinz College (the "**Program**"). Carnegie Mellon agrees to conduct a three-week Program for a maximum of 15 individuals, subject to the terms and conditions of this Agreement. In the Agreement, these individuals may be referred to as "**Program participants**" or "**participants**."

THEREFORE in consideration of the mutual promises herein and intending to be legally bound hereby, Carnegie Mellon and ITAM agree as follows:

1. Program Information and Schedule

Program sessions will take place Monday through Friday. Sessions will be conducted by graduate-level instructors and will consist of 20 hours per week of lectures on Data Mining, Data Analysis and Data Visualization. Sessions will also include individual and group exercises for participants. Participants will be provided with relevant course materials for their personal use.

ITAM understands and agrees that Program participants are not enrolled at Carnegie Mellon University and do not receive Carnegie Mellon academic credit for their participation.

Program participants are responsible for making and paying for their own international travel arrangements, meals during travel to and from Carnegie Mellon, transportation to and from the Pittsburgh airport, sightseeing and extra-curricular activities (other than those provided for in this Agreement), and any and all other activities and/or accommodations not covered by this Agreement.

SCHEDULE

6/27/2019 - arrival and housing check-in after 3:00 p.m.
6/28/19 - Orientation
7/1/2019-7/3/2019 - first week of sessions (no class on July 4th)
7/8/2019- 7/11/2019- second week of sessions
7/15/2019-7/18/2019 - third week of sessions
7/19/2019 - housing check-out by 12:00 noon and departure

2. Housing Accommodations, Local Transportation and Extra-Curricular Activities

Carnegie Mellon will provide housing accommodations for all Program participants in Carnegie Mellon housing. Program participants will receive a room key that provides admittance to the main door and their individual rooms. For check-out, participants' key cards will automatically expire at 12:00 noon on the last day of their stay.

7. Term

The term of this Agreement shall commence upon its execution by the parties, and shall continue, unless sooner terminated, through the end of the Program.

8. Program Materials

Program materials and information presented or supplied to ITAM and/or participants pursuant to this Agreement, (the "**Materials**") remain the property of Carnegie Mellon and/or its instructors and ITAM and/or participants do not have any right to use such Materials except as specifically provided in this Agreement.

Participants may use the Materials in conjunction with the Program and for their own personal reference. ITAM agrees that it will not (and will not permit others to) copy, modify, redistribute, repackage, sell, rent, sublicense, assign, publish, broadcast, circulate, market, donate, disseminate, retransmit, commercially-exploit, or otherwise use the Materials and/or any copies or parts thereof.

9. No Warranty

THE PROGRAM, THE MATERIALS, AND ANY AND ALL SERVICES PROVIDED BY CARNEGIE MELLON UNDER THIS AGREEMENT ARE ON AN "AS IS" BASIS AND CARNEGIE MELLON MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, TITLE, NON-INFRINGEMENT, OR ERROR-FREE OPERATION. CARNEGIE MELLON SHALL NOT BE LIABLE TO ITAM OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF PROFITS, UNDER THIS AGREEMENT, REGARDLESS OF WHETHER CARNEGIE MELLON WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. ITAM AGREES THAT IT WILL NOT MAKE ANY WARRANTY ON BEHALF OF CARNEGIE MELLON, EXPRESS OR IMPLIED, TO ANY PERSON CONCERNING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE PROGRAM OR MATERIALS.

10. Indemnification

ITAM will defend, indemnify and hold harmless Carnegie Mellon, Carnegie Mellon's trustees, officers, employees, attorneys, agents, successors and assigns ("**Carnegie Mellon Parties**") from and against any and all liabilities, suits, actions, causes of action, debts, damages, penalties, fines, judgments, losses, judicial or administrative proceedings, settlement amounts and/or expenses (including attorneys' fees and costs) incurred by and/or imposed upon any and/or all Carnegie Mellon Parties in connection with any claim, suit, action or demand (collectively, "**Claims**") arising out of or relating to this Agreement or the events contemplated hereby, including, but not limited to, any Claims arising from or arising out of any (a) ITAM's or Program participants' negligence or willful misconduct; (b) any injury to persons or damage to property caused in connection with the events contemplated in this Agreement; (c) a breach of this Agreement by ITAM; and (d) any violation by ITAM or Program participants of applicable laws, or Carnegie Mellon policies or procedures.

Carnegie Mellon further assumes no liability whatsoever for any property placed by Program participants in any of Carnegie Mellon's facilities. Carnegie Mellon assumes no responsibility for loss or theft of personal property, or damage to personal property of the Program participants or their invitees.

those provisions shall be deemed severable, and all other provisions shall remain valid and binding. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, superseding all previous agreements or undertakings, oral or written. In the event of a conflict between this Agreement and any translated version thereof, the English version of this Agreement shall prevail. Any dispute arising out of this Agreement shall be heard by a court of competent jurisdiction in Allegheny County, Pennsylvania. The parties consent to the jurisdiction of such court and waive any objection to the laying of venue in such court.

15. No Assignment, No Third-Party Beneficiaries

This Agreement shall not be assignable by either party without the prior written consent of the other party: provided, however, Carnegie Mellon may use consultants to perform some or all of the sessions and/or activities to be provided under this Agreement. Any attempted assignment by ITAM in violation of this section shall be null and void. Subject to the restrictions of this section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, shall confer upon any person or entity other than Carnegie Mellon and ITAM any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Force Majeure

Carnegie Mellon reserves the right to cancel this Agreement without notice in the event of force majeure or exigency caused by events beyond the reasonable control of Carnegie Mellon, including but not limited to acts of God, embargoes, governmental restrictions, strikes, subcontractor failures or delays, riots, wars or other military action, civil disorders, rebellion, vandalism, sabotage or weather conditions affecting the facility, or epidemics (including but not limited to influenza strains and travel restrictions recommended by the Centers for Disease Control and Prevention, and/or cases where Carnegie Mellon has determined pursuant to its applicable campus response plans that certain activities, such as those covered under this Agreement should not occur) and/or if Carnegie Mellon determines that the performance of its obligations hereunder would be deleterious to the public's health, safety and welfare. Carnegie Mellon shall promptly notify ITAM of such force majeure occurrence or exigency. In the event of cancellation by Carnegie Mellon, the costs associated with this Agreement will be reviewed for any necessary refunds or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

The undersigned warrant and represent that they have authority to sign this Agreement on behalf of the parties hereto:

**INSTITUTO TECNOLOGICO
AUTONOMO DE MEXICO**

Signature

Dr. Alejandro Hernández Delgado
Print Name & Title

CARNEGIE MELLON UNIVERSITY

Signature

Print Name & Title