

**REVISED MEMORANDUM OF UNDERSTANDING
FOR THE NORTH AMERICAN CONSORTIUM ON LEGAL EDUCATION**

THIS MEMORANDUM OF UNDERSTANDING is entered into and is effective as of the latest date of signature of this document by the parties thereto ("the Effective Date"), by and between the institutions listed below, which are hereinafter referred to collectively as the "Consortium Members" or "the Members":

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

Southwestern Law School

Suffolk University Law School

RECITALS

WHEREAS, the establishment of a North American Free Trade Agreement has increased the need for mutual understanding of societies in Canada, Mexico and the United States; and

WHEREAS, institutions dedicated to legal education and research in North America can help fulfill this need, by increasing opportunities for interactions between students, scholars and lawyers in the NAFTA countries, to promote a greater understanding of neighboring legal systems; and

WHEREAS, in 1999, a group of leading universities in Canada, Mexico and the United States formed the North American Consortium on Legal Education to help fulfill the need for cross-border legal studies and research in North America;

NOW THEREFORE, the Consortium Members, desiring to improve and enhance the opportunities available to their faculties and students, enter into this Revised Memorandum of Understanding, replacing the original Memorandum of Understanding adopted in 1999, in order to memorialize fundamental concepts regarding the North American Consortium on Legal Education.

UNDERSTANDING OF THE CONSORTIUM MEMBERS

For purposes of establishment of the Consortium, the Members agree as follows:

ARTICLE I

OBJECTIVES OF THE CONSORTIUM

The general purpose of the North American Consortium on Legal Education is to promote increased understanding within North American countries of the legal systems of our neighbors, in order to increase cooperation among leaders and institutions in the private and public sectors. The Consortium consists of institutions dedicated to legal education and research in Canada, Mexico, and the United States that are interested in promoting cross-border legal exchanges among Members of the Consortium. The specific purpose of the Consortium is to increase the capabilities of each Member to provide quality legal education and research appropriate to the demands of the professional environment in North America. To this end, the members will actively seek opportunities for cooperation on joint projects, and will actively promote each other's programs that relate to these goals.

The Consortium includes premier academic institutions that have recognized expertise in areas of common interest to countries in North America. The Consortium will serve to increase the profiles of its Members in this regard.

ARTICLE II

GENERAL RESPONSABILITIES OF THE CONSORTIUM MEMBERS

The Consortium Members will take reasonable measures to insure full implementation of projects and programs to further cross-border legal exchange. Examples of projects and programs may include:

- programs to facilitate foreign legal studies in Consortium Members by undergraduate and graduate law students;
- faculty exchanges and other means to promote interaction between law faculties;
- cooperation in research opportunities by individual faculty members;
- cooperation in curricular development;
- cooperation in summer study and other special programs;
- cooperation in the use of distance learning and information technology;
- cooperation in information exchange and access to library resources;
- mutual promotion of programs, either individually or jointly offered by Consortium Members;
- and
- other projects and programs that benefit Consortium Members, their students and faculties.

ARTICLE III
ADMINISTRATION OF THE CONSORTIUM

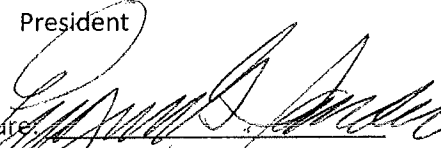
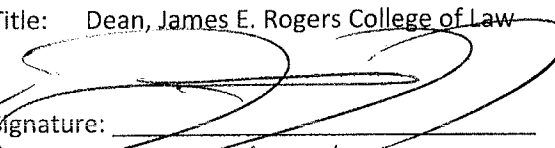
- A. The Members understand and agree that they will make a significant commitment to this collaborative effort. Accordingly, the Members agree to use their best efforts to design, implement and successfully carry out projects and programs under the Consortium.
- B. The Members understand and agree that this Memorandum of Understanding will provide the foundation for a more comprehensive Operating Agreement concerning the details of the Consortium and of its administration.
- C. Each Member shall designate a Faculty Representative to the Consortium. Such representative shall be a permanent Member of the law faculty of the Member.
- D. Decisions of the Consortium shall normally be made by consensus. If it shall be necessary to vote on a decision, such decision shall be taken by two-thirds majority of the Members, each Member having a right to a single vote.

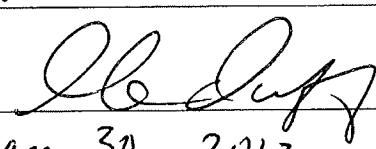
ARTICLE IV
GENERAL UNDERSTANDINGS

- A. The parties 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.
- B. *The parties 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.*
- C. *The parties agree that this Agreement does not give to the parties any license of use or rights over the intellectual property of the other party. The use of any other trademark and/or denomination representative of either party is strictly prohibited without the owner's permission.*
- D. This Memorandum shall enter into force on the day of its last signature and this date should be considered the Effective Date. If any Member of the consortium wishes to withdraw from the Consortium, it may do so by proving written notice to all other Members. Withdrawal from the Consortium shall become effective six months from the date of such written notice.
- E. 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 any time in accordance with the requirements set forth in paragraph D.

F. If a majority of the institutions that comprise the members of the Consortium votes to terminate the Consortium, the Consortium shall terminate, and any assets that remain in the Consortium shall be distributed pro rata among the members of the Consortium.

IN WITNESS WHEREOF, the Members have caused their fully authorized representatives to execute this Memorandum of Understanding on the dates 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: 7/24/12

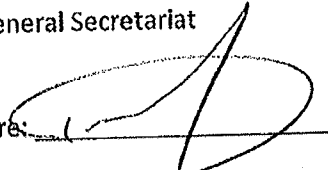
UNIVERSITY OF BRITISH COLOMBIA, FACULTY OF LAW	
For the university administration	For the Law Faculty
Name: _____ [please print name]	Name: DAVID G. DUFF [please print name]
Title: _____	Title: ASSOCIATE DEAN ACADEMIC
Signature: _____	Signature: 
Date: _____	Date: May 30, 2012
Name: _____ [please print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

CENTRO DE INVESTIGACIONES Y DOCENCIA ECONÓMICAS

For the university administration

Name: Sergio López Ayllón
[please print name]

Title: General Secretariat

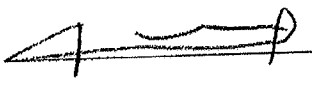
Signature: 

Date: November 9, 2012

For the Law Faculty

Name: Ana Laura Magaloni Kerpel
[please print name]

Title: Dean of the Law School

Signature: 

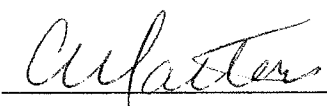
Date: November 9, 2012

DALHOUSIE UNIVERSITY, FACULTY OF LAW

For the university administration

Name: Carolyn Watters
[please print name]

Title: Vice-President Academic + Provost

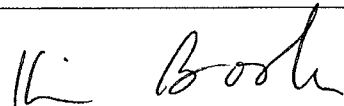
Signature: 

Date: Oct 31, 2012

For the Law Faculty

Name: Kim Brooks
[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: _____

APPROVED AS TO FORM

Mark R. Zygiaris

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: <u>[Handwritten Signature]</u>
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: [Handwritten Signature]

Date: Nov, 14, 2012

MCGILL UNIVERSITY, FACULTY OF LAW

For the university administration

Name: SOZADNE FORTIER
[please print name]

Title: PRINCIPAL AND VICE CHANCELLOR

Signature: [Handwritten Signature]

Date: 30/05/2014

For the Law Faculty

Name: DAVID JUTRAS
[please print name]

Title: DEAN

Signature: [Handwritten Signature]

Date: 17 April 2014

UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO

For the university administration

Name: _____
[please print name]

Title: _____

Signature: _____

Date: _____

For the Law Faculty

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

Title: Dean Law Faculty, UNAM

Signature: L. Castañeda R.

Date: _____

For the Instituto de Investigaciones Jurídicas

Name: Heitor 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]

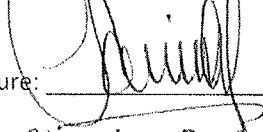
Date: May 25, 2012

UNIVERSIDAD PANAMERICANA

For the university administration

Name: JUAN CARLOS MARTINEZ
[please print name]

Title: PROFESOR DE LEGISLACION

Signature: 

Date: 24-V-13

For the Law Faculty

Name: JOSE ANTONIO LOZANA DIEZ
[please print name]

Title: DEAN LAW SCHOOL

Signature: 

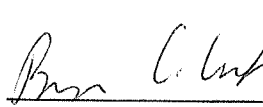
Date: 22-V-13

SOUTHWESTERN LAW SCHOOL

For the university administration

Name: Bryant G. Clark
[please print name]

Title: Dean & CEO

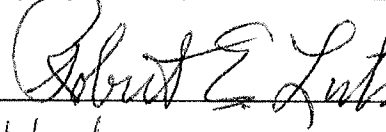
Signature: 

Date: 5-7-12

For the Law Faculty

Name: ROBERT E. LUTZ
[please print name]

Title: PROFESSOR OF LAW

Signature: 

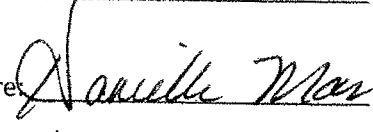
Date: 4/26/12

SUFFOLK UNIVERSITY LAW SCHOOL

For the university administration

Name: Danielle Mansing
[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