MEMORANDUM OF UNDERSTANDING FOR THE FRAMEWORK OF THE COLLABORATION FOR ACADEMIC AND CULTURAL DEVELOPMENT, SIGNED BY THE ENGINEER GUSTAVO JIMENEZ AGUAYO, SECRETARY OF RURAL DEVELOPMENT OF THE PUEBLA STATE GOVERNMENT, WHO WILL BE REFERRED TO FROM THIS POINT FORWARD AS “THE SECRETARIAT”, AND BY AUBURN UNIVERSITY WHO WILL BE REFERRED TO FROM THIS POINT FORWARD AS “THE UNIVERSITY” REPRESENTED IN THIS PROCEEDING BY CITIZEN JAY GOGUE AS PRESIDENT OF THE UNIVERSITY ACCORDING TO THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

I.- FROM “THE SECRETARIAT”:

I.1.- That it is a Dependence of the Centralized Public Administration in terms of articles 1, 3, 15 section VI, and 34 of the Organic Law of the Public Administration of the State of Puebla.

I.2.- That the Secretary of Rural Development, Citizen Engineer GUSTAVO JIMENEZ AGUAYO accredit his personality in accordance with the appointment granted by the Citizen Constitutional Governor of the State of Puebla, Mr. Mario P. Marin Torres on the date of February 3st, 2009.

I.3.- That the Citizen, Engineer GUSTAVO JIMENEZ AGUAYO, is authorized to sign the present agreement in accordance with articles 8 and 9, sections I, IV, and XV, of the Interior Regulations of the Secretariat of Rural Development.

I.4.- That for the legal purposes of the present document, its mailing address is that located on Calle 26 Norte número 1202, Edificio “B”, Colonia Humboldt, Código Postal 72379, of this City of Puebla, Puebla, Mexico

II.- FROM AUBURN UNIVERSITY

II.-1 AUBURN UNIVERSITY, chartered in 1856, is located in Auburn, Alabama, and traces its beginning to the East Alabama Male College, a private liberal arts institution whose doors opened in 1859. In 1872, it was designated as the first land-grant college in the South to be established separate from the state university. It thus became the Agricultural and Mechanical College of Alabama, and in 1899 the name again was changed, to the Alabama Polytechnic Institute. In 1960, the school acquired a more appropriate name, Auburn University, a title more in keeping with its location, size and complexity.
II.2.- That the CITIZEN JAY GOGUE, started his tenure as Auburn University's 18th president on July 16, 2007 and possesses all of the authority necessary for the signing of the present document.

II.3.- That, for the purposes of this agreement, his mailing address is that located at 107 Samford Hall, Auburn, AL 36849 United States of America.

3. – From "The Parties"

Single. – The parties jointly declare that this Memorandum of Understanding contains no coercion, violence, false pretenses or bad faith;

**CLAUSES**

**FIRST.** – Object: The SECRETARIAT and the UNIVERSITY will establish the foundation to strengthen superior technical education, facilitate and encourage inter-institutional cooperation; academic and technical improvement, and exchange of human resources through the establishment of specific collaboration agreements between the UNIVERSITY and the SECRETARIAT.

**SECOND.** – The work programs that have been approved by the SECRETARIAT and the UNIVERSITY will be promoted to the category of specific agreements where objectives will be recorded in writing and described with precision as well as future activities, schedules, workplaces, needed personnel, coordinators, technical resources, confidentiality, publication of results and activities of transmission, evaluation of controls and monitoring, economic contributions of each of the parties as well as the necessary aspects and elements to determine their purpose and reach in order to generate activities such as:

1. Exchange of faculty members and technical staff
2. Exchange of students
3. Conduct joint research activities
4. Participation in seminars and academic meetings
5. Special short-term academic programs
6. Cultural exchange activities
7. Joint participation in international training courses
8. Provide for graduate and undergraduate coursework at THE University
9. Provide opportunities for staff development for both parties by participation in sabbatical leave and other personnel development programs
10. Engage in consultancies
11. Other activities as deemed mutually appropriate.
THIRD. - The terms of such mutual assistance and necessary budget for each program and activity shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular activity or program. Furthermore it is understood that each institution will enter into specific program by program written agreements as required for compliance with the respective immigration regulations of the parties involved. Each party will designate a Liaison/Contact Officer to develop specific activities or programs for approval of the respective parties.

FOURTH. – It is understood that the SECRETARIAT and the UNIVERSITY will make possible the access to material necessary to support the objective of the programs that are developed.

FIFTH. – For compliance of the objective of the present agreement the SECRETARIAT and the UNIVERSITY agree to:

   a) Fulfill the specific agreements and request the parties involved to produce a final written report of the different stages, showing the results obtained as well as the possibility to continue, expand and settle each program.
   b) Assemble those responsible when deemed necessary to deal with topics related to the objective of the present agreement and agree on actions that help to its optimal development, as well as the means to evaluate results.

SIXTH. – The parties agree that the intervening personnel in the compliance of the specific collaboration agreement to which the third clause refers to, will keep the labor relation with its personnel and will be under the direction and responsibility of the respective party, so no labor relationship will be created and no substitute parties will be considered in case that one party releases the other due to any problem that may arise during the duration of this agreement.

SEVENTH. – With the objective of assuring the application and effectiveness of this memorandum of understanding, the PARTIES agree to periodically and systematically revise its content and instrumentation so that the stakeholders will adopt the necessary measures to establish communication to ensure proper monitoring of the commitments.

EIGHTH. – The existence of the present agreement will extend from the date of written approval until the thirtieth of January of 2011. It may be modified and added upon with written consent of the PARTIES, except those actions of compliance which may emerge due to its technical character and follow up in posterity.

NINOTH. – The PARTIES shall be able to make any amendment and/or modification of this agreement, requiring written consent. Such amendments will be applied upon signature by the PARTIES.
TENTH. – Any of the PARTIES reserves the right to terminate this agreement upon thirty (30) days written notice to the other as well as notify the other in case of a change in address with ten (10) days of anticipation.

ELEVENTH. – Each of the PARTIES shall be responsible for assuring full compliance by its participants with applicable laws and regulations, including insurance, of the respective nations. The PARTIES will take the necessary precautions to avoid perjury amongst themselves and others.

TWELFTH. The SECRETARIAT and the UNIVERSITY agree that in the event of controversy due to interpretation or compliance, as well as other aspects not foreseen in this agreement will be resolved through common accord providing the necessary actions for resolution.

With the present document read and its content, scope, and legal force understood by “THE PARTIES” four copies of it are signed, in the H. Puebla of Z.; the day fourth of February of 2009.

FOR “THE SECRETARIAT”

[Signature]
ENG. GUSTAVO JIMÉNEZ AGUAYO
SECRETARY OF RURAL DEVELOPMENT

FOR “AUBURN UNIVERSITY”

[Signature]
CITIZEN JAY GOGUE
PRESIDENT OF THE UNIVERSITY
ADMINISTRATIVE AND EMERGENCY CONTACT INFORMATION FOR
THE AGREEMENT BETWEEN AUBURN UNIVERSITY
AND: SECTARIAT OF RURAL DEVELOPMENT, PUEBLA, MEXICO

ADMINISTRATIVE CONTACT
(Person responsible for the general operation of this agreement)

<table>
<thead>
<tr>
<th>Name</th>
<th>SECTARIAT OF RURAL DEVELOPMENT, PUEBLA, MEXICO</th>
<th>Auburn University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leticia Pichardo Rico</td>
<td>Direccion de Acuacultura</td>
<td>David B. Rouse</td>
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<td>Department</td>
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<tr>
<td>Address</td>
<td>Av. 26 norte Edificio B Tercer piso Colonia Humboldt C.P, 72379 Puebla, Puebla, Mexico.</td>
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<td><a href="mailto:rousedb@auburn.edu">rousedb@auburn.edu</a></td>
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</tbody>
</table>

EMERGENCY CONTACT
(First person to be contacted in the event of an emergency related to this agreement)

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<td>Gabriela Centeno</td>
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<td><a href="mailto:leticia.pichardo@sdr.gob.mx">leticia.pichardo@sdr.gob.mx</a></td>
<td><a href="mailto:mcnabb@auburn.edu">mcnabb@auburn.edu</a></td>
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Review and Approval Form

for an
INTERNATIONAL ACADEMIC INTERCHANGE AGREEMENT

Between: Auburn University, Auburn, Alabama,

And: Secretariat of Rural Development,
Puebla, Mexico

The following have reviewed this International Agreement, approve its content, and recommend for Auburn University signature:

Sponsoring faculty, David B. Rouse
Department of Fisheries and Allied Aquacultures
& International Center for Aquaculture and Aquatic Environments

Head, David B. Rouse,
Department of Fisheries and Allied Aquacultures &
International Center for Aquacultures and Aquatic Environments

Dean, Richard L. Guthrie, College or School of Agriculture

Ken McNabb, Interim Special Assistant to the Provost for International Education

Sharon Gaber, Senior Associate Provost

Mary Ellen Mazey, Provost and Vice President for Academic Affairs

Jay Gogue, President

Final Signature on Agreement: President (See Agreement)