

## Collaborative Agreement

*between*

**Corporacion Universitaria Para El Desarrollo de Internet (CUDI), Mexico**

*and*

**The University of Texas at El Paso (UTEP), USA**

The objective of this agreement is to establish an advanced internet optical fiber linkage between the Corporacion Universitaria para el Desarrollo de Internet, A.C. (CUDI) and the University of Texas at El Paso (UTEP), hereafter referred to as the Parties. The purposes of this advanced Internet linkage are to:

- Provide for improved intercommunication between our respective research and educational institutions;
- Enable research and education through advanced internet applications on a national and international scale;
- Promote the transfer of technology to the wider education community and the commercial marketplace;
- Provide connectivity into the national research and education internet grids of each country
- Promote advanced networking capability and technology between the United States, Mexico and Latin America; and
- Allow for a secure and reliable communication and exchange of critical information and data between the local, regional and national governmental agencies in both countries.



In order to carry out the objective and purposes of this agreement, the Parties agree to install multi-strand, high resolution, optical fiber cable between the two countries in accordance with an engineering Plan to be mutually agreed to by both Parties; such Plan shall include but not be limited to the following elements:

- A description of the route of the fiber cable on both sides of the border, such route to include:
  - On the U.S. side, connectivity from UTEP to the El Paso City Hall, the El Paso County and Federal entities, and to the Stanton Street International Bridge.
  - On the Mexican side, connectivity from UACJ to the Municipal and Federal building of Ciudad Juarez and to the International Bridge.
- Description of the optical fiber cable, material, and labor for installation of the fiber.
- Necessary equipment, including routers, patch panels, etc., for the operation and maintenance of the link.

Both Parties agree to assume responsibility for the costs of installation and maintenance of the fiber linkage, respectively, on each side of the border; that is, CUDI assumes

responsibility for such costs on the Mexican side and UTEP assumes such costs on the U.S. side.

Once installed and operational, both Parties agree to consult regularly to ensure proper maintenance and operation of this link, such consultation to include changes in equipment, technical and management personnel, policies and such other information as considered necessary for this link.

Both Parties, assuming the flow of traffic over this advanced internet link will be more or less equal and mutually beneficial to both sides, agree that each will assume responsibility for the respective costs of maintaining connectivity into the national research and education internet grids of each country. Recognizing that such parity of use could change with growth and increased use of advanced Internet applications or other unknown factors, the Parties agree to re-examine and re-consider the amount of cost-sharing by each Party on a periodic basis.

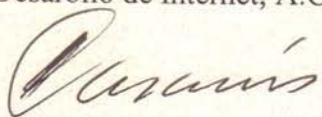
The Parties further agree to consult on a regular basis on use of this link and advanced Internet applications for establishing and advancing collaborative efforts in furtherance of the purpose and objectives outlined in this Agreement.

This Agreement takes effect upon the date of its signing and shall remain in effect indefinitely. This agreement may be terminated by either Party by providing twelve months' written notice to the other Party.

This agreement is signed on the 29<sup>th</sup> day of the month of October 2003, in four originals, two in Spanish and two in English, both versions being equally valid.



Corporacion Universitaria para  
el Desarrollo de Internet, A.C.



---

Ing. Carlos Casaus  
Director General

University of Texas at El Paso



---

Dr. Diana S. Natalicio  
President