

AGREEMENT

Between
HOTELLERIEJOBS, QUÉBEC
And
Universidad Tecnológica de la Costa Grande de Guerrero

This Agreement is made and entered into between and by the following parties:

Universidad Tecnológica de la Costa Grande de Guerrero (UTC GG), a public university in Petatlán, Gro., Mexico, with its legal address at Carretera Nacional Acapulco-Zihuatanejo Kilómetro 201, Ejido el Cocotero, 40830 Petatlán, Gro., Mexico and HOTELLERIEJOBS a QUÉBEC in CANADA, with its legal address at QUÉBEC CITY.

RECITALS

Whereas, HOTELLERIEJOBS and UTC GG desire to offer programs including, but not limited to joint educational programs, joint professional and cultural opportunities for students and employees from both institutions, and have agreed to offer such programs on the terms and conditions herein, the parties agree as follows:

I. PURPOSE AND TRAINING OBJECTIVES OF THE PROGRAMS

ARTICLE 1 The purpose of the mutual association is to conduct educational, cultural and professional exchanges between the two entities and promote understanding and friendship between the two host countries with a goal of producing qualified professionals with the requisite knowledge and skills suitable for society.

II. TERM AND TERMINATION

ARTICLE 4 This Agreement shall remain in effect from the date of execution for a period of two (2) years. The Agreement may be extended or renewed for additional periods of time with the mutual written consent of the parties, subject to such terms and conditions as the parties shall determine.

ARTICLE 5 Either party may terminate this Agreement by providing written notification at least six (6) months in advance; provided however, that such termination shall not take effect with respect to students already enrolled in the programs until such students have been provided an opportunity to complete their obligations.

ARTICLE 6 If the termination is for the other party's non-compliance with any material term of this Agreement, the party desiring to terminate will contact the other party in writing, and such party shall have thirty (30) days to correct the situation (cure period). If the situation is not corrected after the thirty (30) day cure period such termination shall not take effect with respect to students already participating in the programs until such students have been provided an opportunity to complete their obligations.

ARTICLE 7 Either party may immediately terminate this Agreement in the event that there is a change in law, regulation or policy that results in a material adverse impact on its programs.

III. FORCE MAJEURE

ARTICLE 8 If, as a result of an act of force majeure, including without limitation, and act of nature, war, riot, labor dispute strike, threat thereof, intervention of a government agency or instrumentality, or other occurrence beyond the reasonable control of either party, a party is hindered in performing its obligations hereunder, or is thereby rendered unable to perform its obligation hereunder, then, in such event, such party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend performance until the event of force majeure has passed. In the event that either party is unable to perform for a period in excess of two (2) months at any time after the commencement date of this Agreement due to an act of force majeure, the other party, at its option, may terminate the Agreement.

IV. COMPLIANCE

ARTICLE 9 The parties agree to comply with all applicable laws, regulations, and policies. Such applicable laws shall include but not be limited to the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. § 78dd-1, *et seq.* UTCGG further agrees to indemnify and hold harmless HOTELLERIEJOBS and HOTELLERIEJOBS employees, officers, and directors from any and all criminal or civil liabilities or fines incurred or threatened (as well as attorneys' fees and court costs related thereto) directly or indirectly related to UTCGG's failure to comply with applicable laws, regulations and policies (including but not limited to the FCPA).

ARTICLE 10 UTCGG further agrees to participate in such legal, compliance, and/or best practices training and/or monitoring as HOTELLERIEJOBS in its discretion requires to ensure compliance with all applicable laws, regulations, and policies or for any other reason.

V. MISCELLANEOUS

ARTICLE 11 The provisions of this Agreement are expressly limited to the relationship between UTC GG and HOTELLERIEJOBS with respect to the educational, cultural, linguistic and professional undertaking herein described. Nothing herein shall prevent either UTC GG or HOTELLERIEJOBS from embarking upon other or additional programs so long as the performance of other contracts does not affect the respective party's performance hereunder. This Agreement does not discourage continued discussion between the parties to look at other programs in the future, which would have mutual benefit.

11.1 The parties will seek to develop cooperative cultural, teaching, training and research opportunities for students and employees.

11.2 The parties will engage in further discussions about the specific details of the proposed items in this Agreement. Any additional agreements reached will be subject to the approval of the governing bodies of each party.

ARTICLE 12 This Agreement shall be governed by and construed in accordance with the laws of Mexico and Canada.

ARTICLE 13 The parties are independent contractors of one another. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter.

ARTICLE 15 HOTELLERIEJOBS and UTC GG shall not discriminate against any person on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status in the performance of this Agreement.

ARTICLE 16 Neither party shall assign this Agreement or assign or delegate any of its obligations under this Agreement to any third party without the other party's prior written consent.

ARTICLE 17 This Agreement constitutes the entire agreement among the parties with respect to the subject matter contemplated herein. No amendment, change, waiver, or discharge hereof shall be valid unless it is in writing and executed by the party against whom such amendment, change, waiver, or discharge is sought to be enforced.

ARTICLE 18 Any notice required or permitted under the provisions of this Agreement, including any notice of termination, shall be effective when personally delivered or sent by first class mail, return receipt requested as follows:

If to HOTELLERIEJOBS, to: HOTELLERIEJOBS

Attention: SARA-CLAUDE MATHIEU
Email: sara-claude@hotelleriejobs.com

Telephone: 1-877-546-5221

If to UTCGG, to: Public Relations (Vinculación)

Address: Carretera Nacional Acapulco-Zihuatanejo, Km 201
Ejido El Cocotero, Petatlán, Guerrero 40830
Mexico

Attention: Saul Rios Sotelo, M.S.

Email: vinculacion@utcgg.edu.mx

Fax: N/A

Telephone: +52 758-538-2341

ARTICLE 19 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall endeavor to amend such provision so that the intention thereof can be carried out to the extent legally possible.

ARTICLE 20 This Agreement shall become effective as of the date of the approval by the competent authorities for external affairs at UTCGG and by the competent authorities for external affairs at HOTELLERIEJOBS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written below.

HOTELLERIEJOBS



Universidad Tecnológica de la
Costa Grande de Guerrero



Universidad Tecnológica
de la Costa Grande de
Guerrero
RECTORIA

Name: SARA-CLAUDE MATHIEU
Position: HR DIRECTOR
Date: 5 MARS 2020

Name: C. P. René Galeana Salgado
Position: President (Rector)
Date: