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**AGREEMENT BETWEEN  
UC BERKELEY CENTER FOR EXECUTIVE EDUCATION  
AND  
UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA**

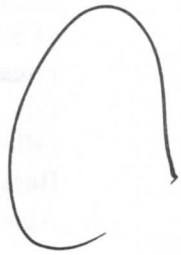
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This agreement ("Agreement") is made effective on February \_\_, 2016 (the "Effective Date") between UC Berkeley Center for Executive Education ("CEE") and the Universidad Autónoma de Chihuahua ("Client"). CEE and Client desire to enter into this Agreement with one another to set forth the terms upon which CEE has agreed to provide the services to Client described herein.

**1. Services**

CEE shall provide to Client the services and perform the duties set forth in the Statement of Work attached hereto as Exhibit A (the "Services").

**2. Fee**

- A. The fee for the Services ("Fee") shall be \$4.5 million MX (FOUR POINT FIVE MILLION PESOS), payable to CEE pursuant to duly-issued invoices and in accordance with the following schedule:
- i. Thirty-three and four tenths percent (33.4%) of the Fee shall be received by CEE upon execution of the Agreement; it is for the third part of the total agreed amount.
  - ii. Thirty-three and three tenths percent (33.3%) of the Fee shall be received by CEE no later than, as a second payment, May 6<sup>th</sup> 2016.
  - iii. The remaining thirty-three and three tenths percent (33.3%) of the Fee shall be received by CEE no later than October 28<sup>th</sup>, 2016.
- B. Payment of all fees associated with this Agreement shall be made via the following options:
- i. Via checks made payable to:  
  
UC Berkeley Center for Executive Education and mailed to:  
2000 Center Street, Suite 400  
Berkeley, CA 94704-1996
  - ii. Via wire transfer as follows:  
  
Bank Name: Chase Bank  
Account Number: 193820106  
ABA Number: 021000021  
Beneficiary: UC Berkeley Center for Executive Education  
Beneficiary Information: [Please reference the Invoice No. and Program Name]  
Swift Code: CHASUS33
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Bank Address: 2166 Chestnut Street, San Francisco, CA 94123, USA

**Client must pay all wire fees.**

### **3. Term**

This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the last day of delivery of the Services, unless terminated sooner in accordance with this Agreement; provided, however, that the Intellectual Property, Trademarks and Indemnification provisions shall survive expiration or termination of this Agreement.

### **4. Termination**

- A. In the event that payment is not made in accordance with the schedule set forth above, CEE shall have the right to terminate the Program immediately upon written notice to Client.
- B. In the event of material breach of any of the terms and conditions of this Agreement by either party, the other party may terminate this Agreement by giving thirty (30) days' written notice to the other party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not rectified within that time.

### **5. Intellectual Property Rights**

The instructional materials of whatever kind or description, including but not limited to overheads, exercises, simulations, Power Point™ slides, audio/video recordings, self-assessments, games, tests, syllabi, presentation notes, presentation outlines, bibliography, and other material and/or content or expressions of content, including modifications or derivations of any of the foregoing and in whatever form or modality created and owned by a faculty member and not otherwise assigned, licensed or commissioned (the "Faculty Member Materials") shall not be used or appropriated by Client for any purpose other than in furtherance of the Services as authorized in this Agreement or otherwise by the originator.

### **6. Trademarks**

Client acknowledges that the name "UC Berkeley Center for Executive Education" and the UC Berkeley Center for Executive Education logo and seal ("CEE's Marks") include trademarks which are owned by The Regents of the University of California (the "UC Marks"). The use of such UC Marks has been granted to CEE under an Affiliation Agreement between The Regents of the University of California and CEE. UC Marks are protected by state, federal, and/or international laws and except as incorporated in CEE's Marks and approved by CEE pursuant to this Agreement, Client may not use the UC Marks without the prior permission of UC Berkeley's Office of Marketing & Business Outreach. Notwithstanding the foregoing, Client may use UC Berkeley's Marks with the purpose of promoting the Programs and Services in this collaborative Agreement.

## **7. Insurance**

CEE and Client will encourage their participating staff or cover them in charge and expense hiring a medical insurance, personal damage and life, in order that in case of an accident resulting from the development of this Agreement, which deserves repair or compensation, that it is covered by the insurance Company.

## **8. Indemnification**

- A. CEE shall defend, indemnify and hold Client, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CEE, its officers, agents, or employees.
- B. Client shall defend, indemnify and hold CEE, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Client, its officers, agents, or employees.

## **9. Notice**

CEE's representative for all contractual matters shall be:

Nadia Bari

Manager, Legal and Strategic Operations

UC Berkeley Center for Executive Education

2000 Center Street, Suite 400

Berkeley, California 94704-1996

nadia\_bari@haas.berkeley.edu

Office: 510-643-9062

Fax: 510-642-2388

CEE's representatives for all other matters shall be:

Mark Searle

Email: msearle@berkeley.edu

Mobile: 510-917-7874

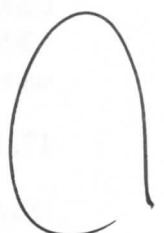
Client's representative for all contractual matters shall be:

Carlos Martín Castañeda Márquez

Chief Information Officer

ccastaneda@uach.mx

+52 1 614 215 2138





Notice pursuant to this Agreement shall be effective as follows: (a) if sent by e-mail when receipt of e-mail is confirmed, (b) if delivered personally to the recipient, upon delivery, or (c) three days after deposit with the U.S. Postal Service, certified mail, return receipt requested.

#### **10. Conveyance**

Neither party may assign this Agreement or any part of this document without a written consent of the other party, which consent shall not be unreasonably withheld.

#### **11. Severability**

In the event that any part of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction such part shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

#### **12. Integration**

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

#### **13. Counterparts**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### **14. Amendment**

This Agreement may be amended or modified only by mutual written agreement of the parties.

#### **15. Governing Law**

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of law's provisions, or if expressly submit to the jurisdiction of the courts of the domicile of the plaintiff.

#### **16. Independent Contractor Status**

Client is an independent contractor and is not a joint venturer, employee, agent or partner of CEE. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

#### **17. Force majeure**

If any party fails to perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused. In the event of force majeure, Client shall compensate CEE for non-cancelable and other direct, out-of-pocket expenses incurred on Client's behalf.

## 18. Waiver

Any failure of either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

### EXECUTED by the parties as of the Effective Date

UNIVERSIDAD AUTÓNOMA  
DE CHIHUAHUA

By: \_\_\_\_\_

**Print Name:** Jesús Enrique Seáñez Sáenz

**Title:** President

**Date:** 16/02/16

UC BERKELEY CENTER FOR  
EXECUTIVE EDUCATION

By: \_\_\_\_\_

**Print Name:** Jeff Rosenthal

**Title:** CEO

**Date:** 2/4/16

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## EXHIBIT A

### STATEMENT OF WORK

The overall purpose of the collaboration between the University of California Berkeley Center for Executive Education (CEE) and the Autonomous University of Chihuahua (UACH) is to encourage and promote entrepreneurial activity and business innovation in the region of northern Mexico. With the support of UACH and the Federal Government of Mexico, CEE will assist in the accomplishment of these goals by providing training, coaching and other activities as outlined below in this Statement of Work.

#### **PROGRAM ELEMENT 1: Lean LaunchPad Course**

Over the 12-month term of the Agreement, CEE Instructors will coordinate and work two (2) separate cohorts of the Lean LaunchPad (LLP) Entrepreneurship Course, and will train UACH faculty, staff and mentors in the LLP process.

**Cohort 1:** The first LLP cohort conducted under the Agreement will occur in the first half of 2016 (specific dates TBD), and will be led by CEE Instructors. UACH will provide members of its own ecosystem, that may include faculty, staff, business contacts, etc. as chosen by UACH to be mentors to participant teams, and to join the entire course as active observers. Through this participation, the first cohort will be used as an in-depth training program for training UACH mentors and faculty on how to run the LLP process.

**Cohort 2:** The second LLP cohort conducted under the Agreement will occur in the second half of 2016 (specific dates TBD), and will be co-led by CEE and UACH, with only the Lead Instructor coming from CEE and other Instructors will be selected from among the UACH mentors and observers trained during the first cohort.

**Certificates:** All participants (included local mentors) who satisfactorily complete the LLP Course in either Cohort 1 or Cohort 2 will receive a Certificate of Completion, by UC Berkeley CEE and other from UACH.

**LLP Details:** The Lean LaunchPad Program, modeled closely on the USA's NSF I-Corps Course, will take place over eight (8) weeks in a combination of onsite sessions at UACH and online sessions. The course is an intensive introduction to entrepreneurial development, designed to identify business opportunities (real problems that require real solutions), validate product ideas, engage with potential customers, build a scalable business model, and manage team dynamics. Participants will discover that their idea is just a small part of what makes a successful company. Participants can include UACH students as well as researchers, staff and Faculty members, industry partners and others.

The course is a hands-on program that immerses its teams in challenging and testing their business model assumptions including engaging the participants in discovery and hypotheses testing of their business ideas focused on building a scalable business model plus training on what makes an entrepreneur successful, including business model design,



team dynamics, venture financing and exit strategies. The result is not a publication, a deck of slides or even a product. Instead, it is the experience of being an entrepreneur - learning from the marketplace by talking to customers, partners, and competitors; working as a team to overcome failures and embrace successes; encountering the chaos and uncertainty of creating a startup – under the guidance of a world-class UC Berkeley CEE teaching team.

### **Team Participant Specifications (per cohort):**

- Up to 28 balanced 3-person teams (up to 84 participants).
- Each team must include people with technical expertise and business expertise
- Teams must be formed before the course cohort begins, and come to the course with at least an idea for a startup business.
- Participants must be ready to learn and work on their startups 20-40 hours/week for the 8-week program
- Participants must be open to learning through the Customer Discovery process including pivoting the business model.
- Participants must be willing to succeed and fail as a team and work in the chaotic and uncertain environment of a startup

### **ANTICIPATED LLP PROGRAM TIMELINE:**

<b>Program Days</b>	<b>Anticipated Topics &amp; Timeline; Subject to Change</b>
<b>Classes 1 - 3</b> Onsite at UACH	<ul style="list-style-type: none"> <li>• Team Introductions &amp; Initial Team Presentations</li> <li>• Opportunity Assessment: Business Model Design &amp; Customer Development</li> <li>• 2nd Team Presentations &amp; Instructor Comments</li> <li>• Product Market Fit: Value Proposition + Customer Segments Part 1</li> <li>• Customer Interviews Part 1 – Best Practices</li> <li>• Customer Interviews Part 2 – Interpreting Results</li> <li>• Value Proposition + Customer Segments Part 2</li> <li>• Customer Development: Customers, Users and Payers</li> </ul>
<b>Class 4</b> Global via Webex	<ul style="list-style-type: none"> <li>• Team Presentations &amp; Instructor Comments</li> <li>• Lecture Discussion: Distribution Channels</li> </ul>
<b>Class 5</b> Global via Webex	<ul style="list-style-type: none"> <li>• Team Presentations &amp; Instructor Comments</li> <li>• Lecture Discussion: Customer Relationships: Get / Keep / Grow</li> </ul>
<b>Class 6</b> Global via Webex	<ul style="list-style-type: none"> <li>• Team Presentations &amp; Instructor Comments</li> <li>• Lecture Discussion: Revenue Model</li> </ul>
<b>Class 7</b> Global via Webex	<ul style="list-style-type: none"> <li>• Team Presentations &amp; Instructor Comments</li> <li>• Lecture Discussion: Partners</li> </ul>
<b>Class 8</b> Global via	<ul style="list-style-type: none"> <li>• Team Presentations &amp; Instructor Comments</li> <li>• Lecture Discussion: Key Resources and Costs</li> </ul>

Webex	
<b>Class 9</b> Onsite at UACH	<ul style="list-style-type: none"> <li>• Storytelling, Pitching, Raising Money &amp; Video Editing</li> <li>• Introduction to startup financing</li> <li>• Investment readiness</li> <li>• Preparation for Final Presentations</li> </ul>
<b>Class 10</b> Onsite at UACH	<ul style="list-style-type: none"> <li>• Next Steps: Company Formation, Getting to First Customer Shipments</li> <li>• Key Metrics</li> <li>• Team Dynamics Review</li> <li>• Preparation for Final Presentations</li> </ul>
<b>Class 11</b> Onsite at UACH	<ul style="list-style-type: none"> <li>• Final Presentations and Awards</li> <li>• Wrap-Up and Debrief</li> <li>• Celebration Meal</li> </ul>

## PROGRAM ELEMENT 2: San Francisco Bay Area Visits

During each LLP Cohort described above, LLP participants will travel to the San Francisco - Berkeley Bay Area for one week (7 days), at a time during the course of the LLP program to be selected and agreed jointly by CEE and UACH. During this visits, the participants will:

- Visit some exemplary Bay Area / Silicon Valley companies (specific companies TBD based on availability and relevance to the teams).
- Hear from Bay Area based & CEE-affiliated speakers
- Take relevant courses or lectures at UC Berkeley
- Conduct customer interviews with Bay Area contacts to advance their LLP projects

## PROGRAM ELEMENT 3: Speaking Engagements

Over the 12-month term of the Agreement, CEE Instructors and Affiliates will be available to participate in up to 12 events, speaking either onsite at UACH for workshops, tech "hackathons," conferences or other similar events for innovation, technology and entrepreneurship.

**PLEASE NOTE:** Travel costs that are excluded from the Fee specified in the Agreement -- and for which Client shall be directly responsible --are: roundtrip coach or higher class airfare, ground transportation, lodging and meals. Notwithstanding the foregoing, Client shall not be responsible for incidentals related to faculty or staff travel.

