**In Recognition of the Mutual Education and Professional Development Interests, this Memorandum of Understanding (“Agreement”) Is Made On This Day of \_\_\_/\_\_\_/\_\_\_\_\_\_\_, By And Between:**

**UNIVERSIDAD ANAHUAC and NEW YORK FILM ACADEMY**

**New York Film Academy Ltd.** having its address as 17 Battery Place, New York, NY, 10004 USA (duly represented by its College President, Mr. Michael Young) hereinafter referred to as “**NYFA**” or the "first party" of the one part;

&

**Universidad Anahuac**,having its address as Avenida Universidad Anáhuac No.46 Coñl Lomas Anáhuac, Huixquilucan, Estado de México, C.P. 52786 (duly represented by its Academic Vice Chancellor, Dra. Sonia Barnetche Frías hereinafter referred to as “**UA**” or the "second party", of the other part;

1. **Parties**
   1. The parties to this Agreement are:

* **The New York Film Academy, Ltd. hereafter referred to as “NYFA”**
* **Universidad Anahuac, hereafter referred to as “UA”**

1. **Description of Cooperating Institutions**
   1. **New York Film Academy**

New York Film Academy (NYFA) teaches students the art of filmmaking and related visual and performing arts through blending traditional school instruction with practical, hands-on experience.  NYFA is one of the largest independent international film and acting school in the world.  Since 1992, NYFA has been offering innovative curricula taught by award-winning instructors using industry standard equipment. NYFA is nationally accreditedRafae by the National Association of Schools of Art and Design (NASAD). NASAD’s status as an institutional accrediting body is confirmed by its designation by the United States Department of Education (USDE) as the agency responsible for the accreditation throughout the United States of “freestanding institutions…offering art/design and art/design-related programs (both degree- and non-degree-granting). NYFA has US campuses in Los Angeles, CA; New York City; NY and Miami, Fla, and has branch campuses in Gold Coast, Australia and Florence, Italy.

* 1. **Universidad Anáhuac**

The Master of Arts program in Entertainment Business Management, is focused in educating professionals who become experts in the very competitive world of entertainment. They must be successful and up to date, and have a human and values-oriented formation as well. We are the only graduate program in Mexico focused in entertainment, and our faculty has the best qualifications. Our alumni are top-notch professionals currently working in the entertainment industry.

At Anáhuac University Design School, we understand that design is an innovative discipline, as it generates concepts. In other words, it is creative. Design gives shape to these concepts, takin into account the human, functional, aesthetic, and production factors that will be solved though multidisciplinary work, in order to find new solutions to the needs of the contemporary world, committed to the human wellbeing. Design is a strategic activity for the economic, social, and cultural development of the humankind. Therefore, the designer is a strategist who coordinates and manages complex projects at the service of wellbeing.

The School of Arts offers three undergraduate programs: Theater and Acting, Contemporary Music and Visual Arts; forming professionals of the arts with a multidisciplinary and international vision, responding to the needs of the contemporary artist. We are the only private university in Mexico that offers integral artistic training, developing management skills and artistic entrepreneurship. We offer transversal artistic courses for all university students, as well as minors and specialization courses in the various artistic disciplines

1. **Purpose**
   1. NYFA and UA recognize the value of strategic association and are seeking to establish a relationship of mutual benefit. The Parties intend to create an on-going collaboration pursuant to which the Parties will jointly take part in programs and initiatives aimed at exchanging mutual skills, experience and knowledge and giving UA students the opportunity to learn practical skills of filmmaking—and related disciplines— from NYFA’s proven pedagogy in the educational and industry sectors. The Parties intend to bring together academic excellence in this collaboration.
   2. The broad objectives of this Agreement are to promote cooperation in teaching, research and service to the community through an international exchange of students, staff and knowledge.

* Upon the mutual consent of the parties, including the relevant academic and administrative departments within the universities, and subject to the availability of funds and personnel, collaboration may be carried out in any of the following areas of cooperation and activities:
  + Mutual Recognition of Course Credit Units
  + Exchange of Students
  + Exchange of Academic Staff (Faculty)
  + Agreed Upon Reduction of Tuition (Appendix A)
  + Exchange of Technical and Administrative staff
  + Sharing of Non-Proprietary Academic Materials
  + Involvement in Research and Publication (Films, Performances, etc.)
  + Joint Organisation of Exhibitions, Screenings, Conferences, Symposiums and Academic Meetings
  + Creation and Delivery of Special Courses and Programs
  + Discussions in Consideration of Double Degree Programs

1. **Short Courses/Workshops**
   1. NYFA and UA will work to facilitate the implementation of specially tailored short courses or workshops by NYFA for UA students at NYFA’s US campuses or at UA campuses.
2. **Study Opportunities**
   1. Selected UA students and UA alumni will be able to attend NYFA long-term programs at NYFA’s LA Campus, or NYFA’s international workshops (for which national and regional credits are available), for which NYFA will provide special tuition reduction terms and conditions to UA as mutually determined (Appendix A).
   2. A tuition discount for UA students and UA alumni that enroll in NYFA workshops to our LA campus during summer to credit back to their programs with a 15% discount.
3. **Double Degree Programs** 
   1. NYFA and UA agree to start reviewing both institutions’ programs with the potential to create double degree programs.
4. **Other Projects**
   1. Addenda to this document identify specific projects, which will be undertaken within this overall Agreement, and the details of their management. Addenda may be developed at any time, but require the signatures of both Chief Executive Officers in order to be implemented as part of this Agreement.
   2. Whilst the purpose of this Agreement is to outline an academic and management framework between the two parties, designed to promote internationalisation in both institutions, the parties do not intend to be legally bound to each other, and this Agreement does not impose legal obligations on either party.
5. **Joint Managers, Administrative Officers and Working Parties**
   1. The President of NYFA and the Academic Vice Chancellor of UA will each appoint one person to act as the Joint Managers of this Agreement:

NYFA’s Management of the MoU will be Jim Miller, NYFA Vice-President of Strategic Initiatives & Cesar Mercado, Director of Institutional Relationships & Business Development for México and Central America.

UA’s Management of the MoU will be Rafael Paz Varas, International Promotion Coordinator of Universidad Anáhuac.

* 1. The Joint Managers may appoint Administrative Officers or Working Parties to manage the details of particular activities or programs, as specified in the addenda.

1. **Terms of the Agreement** 
   1. This Agreement is not intended to create binding or legal obligations on either Party. This Agreement is not intended to be, nor shall it be construed as a joint venture, partnership or other formal business organization and neither Party shall have the right or obligation to share any of the profits or bear any losses, risks or liabilities of the other Party respectively by virtue of this Agreement alone.
   2. The English language version of this Agreement is the governing document. The validity, interpretation and performance of this MOU shall be governed and construed in accordance with the laws of the State of New York without regard to such state’s choice of law provisions that would result in the application of the laws of a different jurisdiction.
   3. All pre-existing NYFA intellectual property that is enhanced during this Agreement belongs to NYFA and NYFA owns all rights (including copyright) therein. UA retains all ownership rights to its own pre-existing intellectual property and proprietary materials.
2. **Duration of Agreement**
   1. This Agreement will be effective upon signature by the Chief Executive Officers or their delegates for a period of 5 years, at which time it will be reviewed for possible renewal for further five-year periods.
   2. The Joint Managers may, by mutual agreement at any time, and subject to written ratification by the Chief Executive Officers, modify the activities or arrangements undertaken under this Agreement.
   3. Either party may terminate this agreement, or request the renegotiation of its conditions, with advanced written notice Under such circumstances, staff or students who have commenced an activity under the Agreement should be allowed to complete the activity, under the conditions applying when notice was given.

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| **New York Film Academy, Ltd.** |  | **Universidad Anahuac, México** |
|  |  |  |
| Mr. Michael Young  President  Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ |  | Dra. Sonia Barnetche Frías  Academic Vice Chancellor |

**Appendix A**

**Program Fees and Responsibilities**

1. **Parties**
   1. The parties to this Agreement are:

* **The New York Film Academy, Ltd.** hereafter referred to as **“NYFA”**
* **Universidad Anahuac,** hereafter referred to as **“UA”**

1. **Program purpose and description**

Courses offered by **NYFA** at its LA Campus as more fully described in its curriculum posted on **NYFA’s** website.

1. **Program period (study abroad, summer, winter/year round)**

Semester January-May, August-December and summer.

1. **Number of students**

Minimum: 1

Maximum: None

1. **Selection of participants**

The International Offices at **UA** will select the participants.

1. **Finances (dates, amounts)**

Students will be responsible to pay the costs of their courses directly to **NYFA** pursuant to the terms and conditions applicable to all its students except that students who are referred under this program shall receive a (a) 15% discount from the net tuition and equipment fees for long term programs (more than 12 weeks in length); (b) 15% discount from the net tuition and equipment fees for any short term workshop (under 12 weeks of length), and (c) 20% discount from the net tuition and equipment fees for multiple short term programs that accumulate to total in excess of 12 weeks.

1. **Eligibility**

The above discounts are applicable to selected UA students and UA alumni.

1. **Payments**

Payments to NYFA by UA for UA students will follow the terms of payment as described in the standard NYFA invoice, enrollment and payment policies.

1. **Responsibilities of UA**

* To promote and recruit participants interested in any and all programs at the NYFA LA location.
* To make sure the participant will represent **UA** with respect and professionalism.
* To make sure the participant holds Health Insurance Coverage throughout the time of the Program.
* To make sure the selected participants are able to communicate in English and meet **NYFA’s** language proficiency requirements as outlined on it’s website.
* To make sure the selected participants holds the appropriate VISA to enter United States.

1. **Responsibilities of NYFA**

To provide an invitation letter to the participants in case that will be needed by the immigration authorities at the moment of entering United States

To provide a well structure program during their academic studies **NYFA**

To offer housing information.

1. **Responsibilities of students of UA**

To be able to show proof of VISA.

To purchase the Health Insurance Coverage for the duration of the program.

To make sure the selected participants will represent **UA** with respect and professionalism.

**Initials & Date:**

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| Mr. Michael Young  President  Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ |  | Dra. Sonia Barnetche Frías  Academic Vice Chancellor  Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ |