

<b>POLICY</b>	Fundación Universidad de las Américas, Puebla	DATE: 09/02/11	
POL-006-02	<b>INTELLECTUAL PROPERTY</b>	P.1/39	ED.1.0
REVIEWED BY: Mónica Ruiz Huerta Administrative Vice President  Dr Clara Luz Álvarez González de Castilla General Counsel		AUTHORIZED BY: Dr Luis Ernesto Derbez Bautista President	

### **PREAMBLE**

*Fundación Universidad de las Américas, Puebla reiterates its commitment to encourage creativity and innovation, as well as to develop and disseminate knowledge and culture, which is why this Policy for Intellectual Property establishes incentives for the creation of intellectual property and assures the aspects to define its ownership in each case.*

*This Policy supports the efforts of the university community members that result in the creation of intellectual property. In congruence with the objective of contributing to the advancement of knowledge, the University recognizes the ownership of all the copyrights of books, articles, essays, dissertations, presentations and artistic works created by employees, visiting researchers and/or students, except in those cases specified in this Policy.*

*Also, the guidelines for the use and protection of the University's distinctive symbols, material in websites and software are established. This Policy specifies the applicable provisions for those people who have access to confidential information and trade secrets, as well as to videos, audio and photographs. The University must also be an example of respect of the intellectual property of third parties, so this Policy allows for regulations on this matter, including anything related to photocopying or scanning works.*

*Students at the University participate in many ways to create intellectual property during their university studies, so this Policy establishes different scenarios regarding ownership of intellectual right properties either in work created to obtain an academic degree or when done as participants in research or university projects.*

*This Policy will be the starting point of a new era in which transparency, certainty and efficient management of intellectual property result in benefits for creators, the community and the University.*

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## I. Objective

To establish the guidelines to standardize the ownership and use of intellectual property created from research, work or any other type of project related to Fundación Universidad de las Américas, Puebla.

## II. Definitions

- **Author:** Person who creates an intellectual work that is presented in supporting material and that can be disclosed or reproduced in any format or medium, including electronic.
- **Assistant:** Person who, under the direction of the author, inventor, creator or breeder, and under his/her instructions, helps in the elaboration or creation of any type of intellectual property.
- **Creator:** Person who creates a type of intellectual property different from other inventions and plant varieties.
- **Moral rights:** Prerogatives and privileges of a personal nature of the author of a work, established in the Federal Copyright Law which includes (i) determining if the work is disclosed and how, (ii) recognition of the quality of the author, (iii) opposition to any distortion, mutilation or modification of the work, as well as any other action that detracts from the work or prejudices the reputation of the author, (iv) the modification of the work, (v) the withdrawal of the work from trading, and (vi) the right of opposition to be identified as author of other works.
- **Proprietary rights:** Are those properties of exclusive commercial use of a work, which include the rights to (i) posting by any means, (ii) reproduction, (iii) distribution, (iv) representation, (v) transmission or broadcasting, (vi) adaptation, (vii) public communication and (viii) obtaining compensation from it. Likewise, they

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include the faculties specifically mentioned in Article 27 of the Federal Copyright Law.

- **Employee:** Person who provides personal supervised work for Fundación Universidad de las Américas, Puebla.
- **Student:** Person enrolled in any academic program offered by Fundación Universidad de las Américas, Puebla.
- **Invention:** Every human creation that allows transforming matter or energy existing in nature so human beings can take advantage of it, in order to satisfy specific needs or to provide a solution to a technical problem.
- **Inventor:** Person who conceives or creates an invention, either a product, process or new technical solution for industrial application to a problem.
- **Visiting researcher:** Person who participates in a project by invitation from Fundación Universidad de las Américas, Puebla or who while a visiting professor carries out research during his/her stay.
- **License:** Copyright or right to use a work, invention, plant variety or other type of intellectual property that the owner gives to a third party.
- **Work:** Includes all creations or productions in the literary, scientific and artistic sphere, whatever type of expression, susceptible to being disclosed or reproduced in any way or media. As examples, works can be books, brochures, texts, scripts, drawings, paintings, sculptures, lithographs, maps, blueprints, computer programs or software as well as dramatic plays, musicals, choreographies, films, audiovisuals, architectural blueprints, photographs, plastic arts, graphic arts or multimedia.
- **Breeder:** Person or company that through an improvement process obtains and develops a plant variety of any genus or species.

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- **Patent:** Exclusive temporary right of use granted by the Government for an invention.
- **Industrial property:** Those related to the protection of inventions, utility models, industrial designs, layouts for integrated circuits, trade secrets, plant varieties as well as distinctive symbols (brands, protected designation of origin, ads and commercial names).
- **Intellectual property:** That related to the protection of industrial property and copyrights, including all rights related to and derived from them such as reservation of rights and related rights.
- **Institutional project:** Work developed and directed by one or more areas of Fundación Universidad de las Américas, Puebla to improve an internal service or process or to create any type of intellectual property. Likewise, an institutional project is considered to be that which is made throughout time by different people belonging to the university community and whose result cannot be attributed to one or several specific persons.
- **Royalty:** Compensation given to the author, inventor, creator or breeder in exchange for the right to use or operate the work, invention, plant variety or other type of intellectual property.
- **Distinctive symbols:** Brands, ads, commercial names, logos, emblem, acronyms, promotional phrases and in general any visible sign that distinguishes the products, services and/or activities of Fundación Universidad de las Américas, Puebla, including – but not limited to – those used to identify Universidad de las Américas Puebla, its academic, administrative or student areas. As an example, the distinctive symbols include: nominative or text such as UDLAP, Aztecas or similar; mixed or text and design, such as the institutional emblem, the Chapel of Art and its design and

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when Aztecas is used with its logo; and unnamed such as graphic representations without text.

- **Commissioned third party:** Person or business to whom Fundación Universidad de las Américas, Puebla entrusts the production of any type of intellectual property through the hiring of a paid professional independent service, after signing the corresponding agreement or contract.
- **Participating third party:** Person who, not being an employee, student, visiting researcher or commissioned third party, participates in a research project run by Fundación Universidad de las Américas, Puebla.
- **Breeder title:** Document that recognizes and covers the breeder rights for a plant variety.
- **University:** Fundación Universidad de las Américas, Puebla.
- **Significant use of University resources:** Understood as those that include the use of specialized equipment, facilities or resources provided by the University for academic, research and/or work duties, as well as significant use of University employees' work hours. The sporadic use of University resources that are not specialized or are available commercially is not considered significant use of resources.
- **Plant variety:** Subdivision of a plant species that includes a group of individuals with similar characteristics that are considered stable and homogeneous.

### III. Provisions

#### **Inventions, Plant Varieties and other Types of Industrial Property**

1. The "University" will be owner and/or "breeder" of any type of "industrial property" created, obtained or carried out by "employees", "visiting researchers", "assistants",

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“students” (except those mentioned in subsection “c”), “commissioned third parties” or “participating third parties” unless there is a previously signed agreement or contract stating the opposite, when the “industrial property” is created in accordance to one of the following circumstances:

- a. With resources given by the “University” or obtained through it;
  - b. With “significant use of University resources”;
  - c. In working hours or during the development of work activities;
  - d. By direct commission of the “University” or when it is a result of a contractual relationship; and
  - e. As part of an “institutional project”.
2. Work or varieties considered independent, that is, that do not derive from a contractual relationship with the “University” or that are not found in the previous provision, which are developed by initiative of the “inventor(s)”, “creator(s)” or person(s) who develop a “plant variety” outside their labor or contractual obligations with the “University”, and developed with their own resources, will be the property of the “inventor(s)”, “creator(s)”, or person(s) who develop and obtain a “plant variety”.
  3. It is forbidden to use “University” resources or facilities for personal or third party benefit, without previous written authorization from the corresponding university authorities.
  4. With written approval from the Academic Vice Presidency and the Committee for Intellectual Property, there may be exceptions to “University” ownership of any industrial property, so long as there is no “University” and/or “inventor”, “creator” or person(s) who developed the “plant variety” breach of contract or agreement, or there is any information subject to the terms of current legislation regarding “industrial property” and “intellectual property”:

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- a. When “inventor(s)”, “creator(s) or person(s) who develop a “plant variety” wish to give their “invention” or other type of industrial property to public domain and waive “royalties” or other “proprietary rights” that may derive from the “invention”, and in the case of “plant varieties”, wish to waive the rights of use, thus becoming public domain. In this case, the “inventor(s)”, “creator(s)” or “breeder(s)” will waive the exclusivity granted by the respective registrations in accordance to the intellectual property legislation.
  - b. When the “University” decides not to register or protect the “industrial property” before the Mexican Institute of Intellectual Property, as well as in the cases where the “University” decides not to pursue the ownership title of the “plant variety” in the corresponding National Registry, in a time period that must not exceed three months from the registration request for the “industrial property” by the “inventor”, “creator” or regarding the “plant variety” on behalf of the person(s) who developed and obtained the “plant variety”.
  - c. When the “University” patents or registers the “industrial property” under its name and decides not to use it, the “inventor” or “creator” may request the transfer or the “patent” or “invention” or registry, if it applies, covering the expenses that may be incurred in the transferring process.
  - d. Assuming that the “breeding title” is obtained by the “University” and it decides not to use it, the person(s) who developed the “plant variety” may request that the rights of use be totally transferred, covering the expenses that may be incurred in the transferring process.
5. The “royalties” obtained from the use and/or marketing of the “industrial property” belonging to the “University” will cover first the expenses necessary for its protection

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(administrative expenses). The remainder will be distributed, unless there is an agreement or contract that specifies otherwise, according to the following:

- a. Forty percent (40%) for the “inventor(s)”, “creator(s)” or person(s) who developed and obtained the “plant variety”, through the application of an *Agreement for Payment of Royalties (Annex 7)*. This agreement will recognize (i) “University” ownership of the “invention” “patent” or registry of any other type of “industrial property”, and (ii) establish that the “royalty” payment is one time only, sufficient and extraordinary, without being considered part of work benefits in case of “employees”.
  - b. Sixty percent (60%) will be assigned to the Academic Vice President to finance research and to promote research carried out by the “University”.
6. In all cases of “inventions” and “plant varieties”, in the “patent” of the “invention” or the “breeding title” respectively, the authorship of the “inventor(s)”, as well as the person(s) who developed and obtained the “plant variety” will be recognized.
  7. The provisions of this Policy regarding “inventions” shall be applied in all matters relating to other types of “industrial property”.

### **Copyright**

8. The “employee”, “visiting researcher” or “student” who creates an artistic or literary “work” will be the holder of the copyright, except in the following cases in which the “University” will be the holder when the “work” is finished:
  - a. With resources assigned by the “University” or obtained through it for a specific project.
  - b. With “significant use of University resources”.

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- c. When commissioned by the “University” or when it is the result of a contractual obligation. In these cases, as well as being the holder of the “proprietary rights”, the “University” will have the rights specified in the Federal Copyright Law.
- d. As part of an “institutional project”.

The “author” will be owner of those works that are considered independent: written by his/her own initiative and outside the labor or contractual obligations with the “University” and done with his/her own resources.

- 9. The ownership of books, articles, essays, theses, dissertations, specific presentations and artistic “works” created by “employees”, “visiting researchers” and/or “students” will be its “author’s” unless it is a work commissioned by the “University”, as stated in section c of article 8 of this Policy, in which case the “University” will be the holder of the copyright.

The author may reach an agreement that he/she considers pertinent with the publisher of his/her article, essay, thesis or dissertation, except when the work is commissioned by the “University”, in which case the latter will determine the terms and conditions of the publishing agreement.

- 10. The “works” belonging to the “University” must contain the following statement:

“Copyright © Fundación Universidad de las Américas, Puebla, Ex-hacienda Santa Catarina Mártir s/n, San Andrés Cholula, Puebla, México, [year of first publication]” and have the name of the author respecting his/her moral rights.

- 11. With written approval from the Academic Vice Presidency and the Committee for Intellectual Property, exceptions to the “University” ownership of the “proprietary rights” of the “works” may be made, so long as there is no breach of agreement or contract with the “University” and/or the “author”, in the following cases:

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- a. When the “author(s)” wish that his/her “work” be of public domain and waive the “royalties” or other “proprietary rights” that may derive from the “work”.
  - b. When the “University” decides not to use it and the “author” requests transference of the “proprietary rights”.
  - c. When the “University” decides not to keep the exclusive right and the “author” expressly requests it.
12. The “royalties” obtained from the use and/or marketing of the “work” of which the “University” is holder, will cover first the expenses necessary for its protection (administrative expenses). The remainder will be distributed, unless there is an agreement or contract that specifically states otherwise, according to the following:
- a. Forty percent (40%) for the “inventor(s)”, “creator(s)” or person(s) who developed and obtained the “plant variety, through the application of an *Agreement for Payment of Royalties (Annex 7)*. This agreement will recognize ownership by the “University” of the “proprietary rights” of the “work” and will establish that the payment for “royalties” is one time only, sufficient and extraordinary, without being considered part of work benefits in case of “employees”.
  - b. Sixty percent (60%) will be assigned to the Academic Vice President to finance research and promote research carried out by the “University”.

In the case of musical “works”, they will be subject to article 83 bis of the Federal Copyright Law regarding public communication and transmission of the “work”, distributing the “royalties” according to the percentages specified in the aforementioned sections “a” and “b”.

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13. In all cases the “moral rights” will be recognized, as specified in the Mexican legislation on this matter.

### **Signing of Agreements, Obtainment and Registration of Intellectual Property**

14. All “employees”, “visiting researchers”, “assistants”, “students”, “commissioned third parties” or “participating third parties” must sign the “University’s” *Agreement of Acceptance of the Policy for Intellectual Property (Annex 1)*. The signing of this agreement must be at the start of the relationship with the “University” or at any time when participating in a specific project. The area that is carrying out the project is responsible for obtaining the signature to the agreement and sending it to the Committee for Intellectual Property.
15. Except when there are agreements or contracts stating the opposite, the “employees”, “visiting researchers”, “assistants”, “students”, “commissioned third parties” and “participating third parties” who intervene in “University” projects because of their relationship with the “University”, whose objective is or may be to develop any type of “intellectual property”, must sign, before their participation, the *Agreement of Ownership of Intellectual Property Rights (Annex 2)*, in which they recognize that the “University” is the holder of rights of the “intellectual property” and accept unconditionally the terms and conditions of the “University’s” Policy for Intellectual Property.

In the cases of “intellectual property” developed in accordance to specific agreements or contracts, they will abide by what is stated and, alternatively, what is established in this Policy.

16. The process to be followed when finishing an “intellectual property” that in accordance to this Policy is property of the “University” is the following:

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- a. The “authors”, “inventors”, “creators” or person(s) who developed and obtained the “plant variety” will have the obligation of notifying the Committee for Intellectual Property of the existence of the “intellectual property” by using the *Intellectual Property Notification Form (Annex 3)*. The Committee must follow strict standards of confidentiality.
- b. The Committee will analyze the “intellectual property” to define the potential and benefit of its promotion, use or marketing by the “University”. For this, the Committee may seek advice from the “author”, “inventor” “creator”, person(s) who developed the “plant variety” or third parties, in this last case under the strictest standards of confidentiality.
- c. Assuming that the “author(s)”, “inventor(s)”, “creator(s)” or person(s) who developed the “plant variety” present a request to exempt “University” ownership of the “intellectual property”, the Committee for Intellectual Property will carry out the analysis and evaluation considering the characteristics of the case, having to justify their decision. For the determination of the Committee to be favorable, they must also (i) not contravene any condition of the contract or agreement celebrated between the “University” or the “author”, “inventor”, “creator”, or person(s) who developed and obtained the “plant variety”, whichever the case may be, and (ii) have the previous approval of the Academic Vice President.
- d. The Committee will decide which “intellectual property” belonging to the “University” will be registered in Mexico and, if it applies, in other countries.
- e. The “author”, “inventor”, “creator” or “breeder”, whichever the case may be, must collaborate during the registration process of the “intellectual property”, giving the “University” all the information necessary and according to the latter’s indications.

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17. Once the registration of the “intellectual property” before the corresponding authorities is approved by the Committee for Intellectual Property, the file will be sent to the “University’s” Legal Department.

The Legal Department will be in charge of:

- a. Carrying out the registration of the “intellectual property” before the corresponding authorities until completed, as long as the “author”, “inventor” or “breeder” provides all the necessary information.
- b. Have a list of the “University’s” “intellectual property” titles and certificates, as well as the original copies of these titles and certificates.
- c. Inform the Committee for Intellectual Property of the titles and certifications that are close to expiring and that must be renewed, so the Committee can make decisions on them.

### **Distinctive Symbols**

18. The “University’s” “distinctive symbols” are its property and their use by a different person must be done with the previous written approval of the Committee for Intellectual Property, in which case the *Licensing Contract for Use of UDLAP Distinctive Symbols (Annex 4)* must be signed, except in the following cases:

- a. When affixed to “University” assets.
- b. For official “University” publications.

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- c. In newspapers, magazines or brochures, printed, digital or in any format published by the “University” or any of its academic units, where the “University” has control over the editing or publication.
- d. In materials specifically made to teach courses inside the “University” or on behalf of the “University”.
- e. When the Schools, Academic Departments or administrative areas use them for:
  - Business cards for “University” positions; and
  - Presentations, slides or other type of material used to carry out their activities.
- f. To include a “distinctive symbol” in academic, administrative or student activities of a School, Academic Department or administrative area, as well as by the Student Council, as long as the activity is authorized by the corresponding areas.
- g. When “employees” use the name and emblem of the “University” to identify themselves to third parties, at events or situations in which they are participating as part of their work or academic activities with the “University”.
- h. When the “students” use the name and emblem of the “University” for their academic activities inside the institution. This includes the presentation of papers, essays or theses in order to meet their academic obligations.
- i. When the “distinctive symbols” are going to be used in stationary, gifts or other articles made by the “University” or under its instructions, for sale at the university store.

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- j. When the “distinctive symbols” are going to be used in promotional articles of the “University”, made by it or under its instruction.
  - k. When the “distinctive symbols” are destined for the design and fabrication of uniforms and other articles used by the representative teams.
  - l. In any case that implies differentiating the products or services, sold or loaned by the “University” and that it will invoice.
19. For the authorization of the use of “distinctive symbols” in cases different from those stated above, the Committee for Intellectual Property must (i) evaluate the benefit for the “University” in granting the authorization; and (ii) confirm that the activity, product, service or publication that seeks the authorization is in accordance with the vision, mission, social purpose or objectives of the “University”.
20. The use of “distinctive symbols” of the “University” must be done without modifying the text, design or other characteristics. Any modification of the characteristics of a “distinctive symbol” will be reason for sanctions by the Committee for Intellectual Property. The Committee can at any time verify the correct use of the “distinctive symbols”.

**Video, Audio and Photography**

21. The courses at the “University” that are recorded (audio and/or video) are “University” property and therefore cannot be used in any media, reproduced, broadcast, adapted or transmitted for commercial purposes, without previous authorization from the “University”. The courses that are meant to be used by “students” in their university activities and those to be used by “employees” or “visiting researchers” for activities inside the “University” are exempted.

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22. The conferences or exhibits in the “University” that are meant to be recorded (audio and/or video), transmitted, broadcast or adapted by people outside the university community must have express permission from the lecturer, exhibitor or panelist, in terms of the *Authorization Form for Conference Recording and Use (Annex 6)* form. The authorization from the lecturer, exhibitor or panelist must foresee that the audio and video may be used by members of the university community within the “University”, the recordings being strictly forbidden for other uses.
23. The “employees”, “students” and “visiting researchers” (during their stay at the “University”) accept that they may be photographed and/or recorded (audio and/or video) in their university activities, expressly consenting that said photographs, audio and/or video may be used, distributed or transmitted by the “University” for courses, classes or other institutional activities without having the right to any remuneration.

In no case these photographs or tapings could be regarding the private life of university community members. Assuming that an “employee”, “student” or “visiting researcher” does not want his/her image and/or voice to appear in photos, audio and/or video, he/she must previously state it in writing, and must inform of his/her opposition in each class to his/her professors or “student” (whichever applies).

### **Recognition of Third Party Property**

24. To use any kind of “intellectual property” owned by a third party, the authorization of said third party must be had.
25. As long as it (i) does not affect the normal use of the “work”, (ii) profit is not pursued, (iii) the source is quoted and (iv) the “work” is not altered, the cases in which the “work” may be used without the “author’s” or the holder of the “proprietary rights” consent are those specified in the Federal Copyright Law as follows:

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- a. When referring to quoting texts, as long as the quantity taken cannot be considered a simulated and substantial reproduction of the “work” content.
  - b. Reproduction of articles, photographs, illustrations and comments regarding current events published by the press, broadcast on the radio, when they are brief fragments and this has not been expressly forbidden by the right holder.
  - c. Reproduction of parts of the “work” for criticism and for scientific, literary or artistic research.
  - d. One time reproduction and in one example of an artistic or literary “work” for personal and private use of who reproduces it and without profiting. In the case of photocopying or scanning a literary “work” it is also expressly subject to the provisions in this Policy.
  - e. Reproduction of a single copy, by an archive or library, for security and preservation reasons, when it is out of print, catalogue or in danger of disappearing.
  - f. Reproduction as evidence in a legal or administrative procedure.
  - g. Reproduction, communication and distribution through drawings, paintings, photographs and audio-visual procedures of the “works” that are visible from public places.
26. “Works” of public domain may be freely used as long as the “author” is recognized and his/her “moral rights” are respected.
27. Anonymous “author” “works” may be freely used, as their identity is unknown and there is no owner of the “proprietary rights” other than the “author”.

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### **Material on Internet Pages or Websites**

28. All use of a “work”, text, video, photographs, audio, designs or any other type of content that is on an Internet page or website must respect the intellectual property, as well as meet the limitation and restrictive use of said material published on the corresponding Internet page or website.
29. It is the obligation of the person who pretends to use an Internet page or website to make sure that it is open material, if the authorization of the holder is required, and in every case respect the material’s intellectual property rights. In case of breach of intellectual property rights, this person will be responsible and will free the “University” from liability of the corresponding infringement.
30. The sites or accounts created on Internet in social networks, or other types of “University” communication media and that refer to or use the image and “distinctive symbols” of the “University” or entities belonging to it, must be created and registered through the Information Technology Department, following the provisions of the current institutional regulations.

### **Software**

31. It is prohibited to copy or reproduce, through any means, software installed in “University” owned computer equipment.
32. All software that is installed in “University” owned computer equipment must be used only for the ends specified by the corresponding “license”, and any use not authorized by the “license” or current institutional regulations is strictly forbidden.

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33. It is forbidden to download and install software or other programs on “University” owned computer equipment without previous authorization from the Information Technologies Department.
34. Besides complying with this Policy regarding software, the current institutional regulations issued by the Information Technologies Department must also be followed.

### **Confidential Information and Trade Secrets**

35. The members of the university community who, through their academic, administrative, student or other type of “University” activities have access to confidential information belonging to the institution or to third parties who have expressly given the information as confidential, are obligated to maintain secrecy regarding said information and must use it only for the effects necessary for their activities. Confidential information includes, but is not limited to, that stipulated in the Industrial Property Law as trade secrets. Any member of the university community with access to the confidential information described here, will be personally responsible for its adequate use and for adopting reasonable protection standards to prevent its unauthorized use, seizure, dissemination or publication.
36. Every person who had access to confidential information or trade secrets, upon termination of his/her work, contractual or student relationship, or upon conclusion of the project under which he/she received confidential information is obligated to: (1) give the “University” the copy of any record or supporting material that has the confidential information or industrial secret, regardless of the **medium** in which it is found (physical, electronic, digital or other type), including memorandums, blueprints, documents or similar, and (2) continue to keep confidentiality of the information or industrial secret, whichever applies.

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37. The confidential information or products derived from its use cannot be revealed, except with authorization from the “University”.

### **Courses and Materials**

38. The materials developed for teaching by the “employees” will be property of the “author(s)”. This includes materials such as presentations, slides, exams, notes, and visual graphics, among others.
39. The developed courses, syllabi, study programs and plans, teaching software or applications for distance learning are property of the “University”.

### **Photocopies and Scanning**

40. Photocopying or scanning “works” must abide by what is established in this Policy, and therefore inside the “University” “works” cannot be photocopied or scanned if they are considered simulated or substantial reproduction of the “work”, if they seek profit or affect the normal use of the “work”. Simulated and substantial photocopying or scanning of a “work” is that which is not contemplated in the exemptions detailed in article 25 of this Policy and when its reproduction is greater than what is strictly necessary for the proposed end, which may never be profit if there is no previous written authorization from the “author”.
41. In the case of photocopying or scanning a “work” as part of the teaching material for a course or class, this *Policy for Intellectual Property* must be followed, and annex a separate page that indicates the complete bibliography, name of the course and name of the professor.

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### **Projects or Papers for Graduation**

42. The rights of intellectual property for projects or papers made by “students” to obtain a licenciatura or graduate degree through a final project, comprehensive project or thesis, are property of the “student”, except if said projects or papers derive from “University” research, academic or administrative project, or if the “University” or one of its “employees” commissioned said project.
43. In the cases of projects or papers derived from “University” projects or commissioned by the “University” or one of its “employees”, the ownership of the “intellectual property” will be considered as done with resources granted by the “University” or obtained by following one of the provisions of this Policy. The “student”, when he/she starts working on one of these projects, must sign the *Agreement of Ownership of Intellectual Property Rights (Annex 2)*. The “employee” who is coordinating or is in charge of the property must obtain said agreement, have the “student” sign it, detail the specific project in which they are collaborating and send it to the Committee for Intellectual Property.

### **Committee for Intellectual Property**

44. The Committee for Intellectual Property will be the body in charge of, among other things, (i) applying and interpreting this Policy, (ii) solving cases and queries presented to it, (iii) sanctioning when there is breach to this Policy by any member of the university community and, (iv) having a database with the information of the “intellectual property” titles/certificates owned by the “University”.
45. The Committee for Intellectual Property will consist of the holders of the Academic Vice Presidency, Administrative Vice Presidency, Vice Presidency for Extension and Institutional Development, Vice Presidency for Student Affairs and the Legal Department. Each holder will have a substitute. Two academic employees will attend the meetings and

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may be able to voice their opinions, but may not vote. Likewise, the Committee may seek advice from “employees” or third parties who have experience with the “intellectual property” being evaluated or with the commercial use of the type of creation, as long as they keep strict confidentiality. Therefore, the Committee members and any persons consulted by them and who receive information regarding “intellectual property” related directly or indirectly with the “University” must sign the *Confidentiality Agreement for Intellectual Property (Annex 5)*.

46. The Committee for Intellectual Property will have the following authority:
- a. To register research or creation projects of a “work”, as well as its progress.
  - b. To evaluate the commercial feasibility or potential in the use of an “intellectual property”.
  - c. To manage the “University’s” “intellectual property”.
  - d. To give third parties “licenses” or other rights to use the “intellectual property” of the “University”.
  - e. To manage and order the distribution of “royalties”.
  - f. To solve queries regarding if in a specific case there is or is not “significant use of University resources”.
  - g. To analyze the “industrial property” when there is controversy regarding “University” ownership, determining who the owner is based on this Policy.
  - h. To decide on requests for exemption of the “University’s” ownership of an “intellectual property”.

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- i. To authorize the terms and conditions of “intellectual property” use in agreements or contracts whose purpose is to create or develop “intellectual property” for third parties.
- j. To authorize the use of “distinctive symbols” property of the “University” or licensed by it for specific cases, as well as verify, or designate a person to verify, their appropriate use.
- k. To prohibit the use or publication of any type of “University” “intellectual property” if it is considered that said use or publication could damage or negatively impact the image, reputation, prestige or public recognition of the institution.
- l. To interpret this Policy and solve queries that may be presented in specific cases of its application.
- m. To analyze and, if it applies, sanction cases of breach of this Policy.
- n. To propose modifications to this Policy for Intellectual Property.

### **Violations and Sanctions**

- 47. The use of any type of “intellectual property” contrary to this Policy is a violation of the same, independently of the violations and responsibilities foreseen in the Industrial Property Law, Federal Copyright Law, Criminal Code and other applicable regulations.
- 48. Any person who has knowledge of a possible violation of this Policy, must notify it to the Committee for Intellectual Property.

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49. The sanctions for violations to this Policy may be private or public reprimand, corrective action, such as compensation for damages, banning from participating in projects, temporary suspension or definite expulsion from the university community.

The sanctions imposed on “employees” or “students” will be part of their work or school file.

50. The sanctions described in the previous article are independent of those that the person in breach may incur in terms of applicable laws, codes and regulations.

The “University” reserves the right to notify the corresponding authorities in case of infringement of the Mexican legal framework.

#### **IV. Transitory Articles**

1. Any situation not foreseen in this policy will be analyzed and authorized by the Committee for Intellectual Property.
2. This policy repeals all previous regulation on the subject.
3. This policy will enter into effect the day after its publication on the Intranet.
4. The Registrar’s Office and the Human Resources Department will collect the authorizations from students and employees, respectively referred to in articles 14 and 23 of this policy.

#### **V. Change History**

<b>Edition</b>	<b>Change Description</b>	<b>Date of Change</b>
1	New document	October, 2010

#### **VI. Annexes**

<b>POLICY</b>	Fundación Universidad de las Américas, Puebla	DATE: 09/02/11	
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<b>Annex Number</b>	<b>Annex Title</b>	<b>Code</b>	<b>¿Requires authorization to update</b>
1	Agreement of Acceptance of the Policy for Intellectual Property	FMT-006-02	Y
2	Agreement of Ownership of Intellectual Property Rights	FMT-006-03	Y
3	Intellectual Property Notification Form	FMT-006-04	Y
4	Licensing Contract for the Use of UDLAP Distinctive Symbols	FMT-006-05	Y
5	Confidentiality Agreement for Intellectual Property	FMT-006-06	Y
6	Authorization Form for Conference Recording and Use	FMT-006-07	Y
7	Agreement for Payment of Royalties	FMT-006-08	Y

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## Annex 1.

**[This Agreement must be signed at the beginning of your relationship with UDLAP or at any other time when you participate in a specific project]**

### Acceptance of the Policy for Intellectual Property.

The undersigned: I acknowledge that all intellectual property (industrial property, copyrights, plant varieties and all manner of intellectual property) derived from the relationship I have with Fundación Universidad de las Américas, Puebla (UDLAP), is governed by the provisions of UDLAP's *Policy for Intellectual Property*, as it is amended from time to time, published in UDLAP's website.

I have read UDLAP's *Policy for Intellectual Property* and I understand its scope, therefore I accept the terms and conditions that said policy establishes regarding intellectual property, its ownership and other provisions. In agreement with UDLAP's *Policy for Intellectual Property*, I acknowledge and accept that:

1. Derived from my relationship with UDLAP, the latter will be the owner of the intellectual property rights in all cases stated in the policy. For this reason, I will sign all necessary documents so that UDLAP may accredit its ownership before the corresponding administrative authorities and to exercise the intellectual property rights derived from inventions, plant breeds, literary or art works and any other kind of intellectual property.
2. I may request that UDLAP's Committee for Intellectual Property authorize that the intellectual property created/developed, whose ownership belongs to UDLAP, be of public domain.
3. When developing the intellectual property I am not, neither will I be, failing to comply with any contract or agreement with another person or entity, and I do not have, neither will I have, any obligation that may cause a conflict in the implementation of UDLAP's *Policy for Intellectual Property*.
4. I will not use confidential information and/or trade secrets to which I have access due to my relationship with UDLAP for purposes other than those for which this information was revealed to me.
5. Doing any activity or act contravening UDLAP's *Policy for Intellectual Property*, makes me liable to the sanctions specified in that policy, regardless of those applicable sanctions I might be liable for under the law.

Furthermore, I declare that there exists no impediment of any kind for signing this acceptance; and that there is no error, fraud, bad faith, nor any other vice of consent. Therefore I expressly declare in this act that I do not reserve for myself any right against UDLAP for applying its *Policy for Intellectual Property*.

Sincerely,

Signature

\_\_\_\_\_  
[Full Name] [ ]  
[Id.] [ ]  
[Date] [ ]

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## Annex 2.

**[This Agreement must be signed before participating in projects whose objective or results may be to develop any type of intellectual property]**

### Agreement of Ownership of Intellectual Property Rights

The undersigned acknowledges that, in agreement with the *Policy for Intellectual Property* of Fundación Universidad de las Américas, Puebla (UDLAP), the latter is the owner of the intellectual property rights of inventions, plant varieties and other kinds of intellectual property derived from:

- (i) Resources granted by UDLAP or obtained through it for a specific project;
- (ii) Significant use of UDLAP's resources;
- (iii) Working hours or during the performance of work activities;
- (iv) Direct UDLAP commission, or when derived from a contractual agreement; and
- (v) As part of an institutional project.

Likewise, I acknowledge UDLAP's ownership regarding artistic or literary works when done:

- (i) With resources assigned by UDLAP or obtained through it for a specific project;
- (ii) With significant use of UDLAP's resources;
- (iii) By UDLAP's direct commission, or as derived from a contractual obligation. In these cases, as well as the ownership of proprietary rights, UDLAP will have the rights stated in the Federal Copyright Law ; and
- (iv) As part of an institutional project.

I declare that I do not reserve any rights for myself regarding the intellectual property derived from the aforementioned, or that according to UDLAP's *Policy for Intellectual Property*, belongs to it, granting UDLAP without limitations the ownership of any rights derived from said intellectual property. By this act I grant UDLAP the right, namely but not limited, to: exclusive use, by UDLAP itself or by third parties, of the aforementioned intellectual property; obtain a patent, its registration or corresponding title, including the power to sell or transfer, totally or in part, the rights derived from the patent, registration or title; authorize a third party to use a trade secret; reproduce, publish, edit or physically affix the work, done by any means; publicly communicate, transmit or re-transmit the work through any media; distribute, release, make publicly available or maintain the integrity of the work; collect, import and export; transfer its use and, in general, any rights that the current legislation on intellectual property may recognize.

According to the aforementioned, I accept that UDLAP will take whatever actions necessary to register the appropriate intellectual property, binding myself to collaborate during that process and provide UDLAP with all the necessary information for such an end, in accordance with its indications.

Furthermore, I declare that from my part there exists no hindrance of any kind to sign this document; no mistake, malice, bad faith, nor other vice in consent, so I explicitly declare that I keep no rights for myself from the application of UDLAP's *Policy for Intellectual Property*,

Sincerely,

Signature

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### Annex 3.

[This form must be completed when intellectual property has been developed/created ]

#### Intellectual Property Notification Form

Intellectual Property Committee  
Fundación Universidad de las Américas, Puebla

Complying with the provisions of the *Policy for Intellectual Property* of Fundación Universidad de las Américas, Puebla (FUDLAP), the existence of intellectual property is being informed, whose ownership corresponds to the FUDLAP, according to said policy.

For this purpose, and being under oath, I declare that the following information is truthful and precise :

I. Data of the person(s) who participated in the development/creation of intellectual property:

Name:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Cell Phone:	<input type="text"/>
E-mail:	<input type="text"/>

Note: if two or more persons are involved, write their data in a separate sheet of paper and annex it to this form.

II. Type of collaboration:

<input type="checkbox"/>	Employee	<input type="checkbox"/>	Researcher
<input type="checkbox"/>	Student	<input type="checkbox"/>	Commissioned third party
<input type="checkbox"/>	Assistant	<input type="checkbox"/>	Participating third party
<input type="checkbox"/>	Other _____		

III. Describe, when appropriate, UDLAP's resources (type and amount), materials, equipment, installations, property that were used to develop the intellectual property, including the personnel who participated in its creation:

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IV. ¿Is the intellectual property the product of an institutional project, as it is defined in the *Policy for Intellectual Property*?

Yes \_\_\_\_\_ No

If Yes, give the information that identifies the project:

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V. ¿Was the intellectual property developed through the use of resources granted to third parties (i.e.

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If Yes, indicate the type of support (i.e. sponsorship, funding, collaboration agreement) and include who granted it, what is involved, its terms and conditions as well as any indication of the distribution of rights in case of creation of intellectual property.

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If this is not the case, describe how the intellectual property was created.

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I. Percentage of contribution in creating intellectual property:

\_\_\_\_ % (determine the participation of the person(s) involved in creating the intellectual property.)

II. Place and circumstances where the intellectual property was created:

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III. Date of Creation: DD/MM/YY

IV. Summary of the intellectual property (description and operation when appropriate): (Be as clear and exact as possible, mentioning the applications of the intellectual property, as well as a comparison and similarity with existing intellectual property, if appropriate, pointing out the differences.)

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V. If there are documents that describe the creation process, or publications related to it, describe them and annex them to this form:

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VI. Are there current activities related to the intellectual property referred to? (i.e. publications, implementation, possible uses of research)

YES Which ones? \_\_\_\_\_  
\_\_\_\_\_

NO

Sincerely,

Signature

\_\_\_\_\_

Full Name, ID, Date

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## Annex 4.

### LICENSING CONTRACT FOR THE USE OF UDLAP'S DISTINCTIVE SYMBOLS

LICENSING CONTRACT FOR THE USE OF UDLAP'S DISTINCTIVE SYMBOLS, CELEBRATED BY FUNDACIÓN UNIVERSIDAD DE LAS AMÉRICAS, PUEBLA (UDLAP), AND [Name of person or entity] (LICENSEE), ACCORDING TO THE FOLLOWING DECLARATIONS AND CLAUSES:

#### DECLARATIONS

##### I. UDLAP DECLARES THAT:

1. It is a foundation constituted according to the laws of the Mexican Republic, as it is recorded in public deed 3,060 of December 20, 1985, granted before Public Notary 26 of Puebla, Puebla, Lic. José Luis Vázquez Nava, in the Public Registry of Property and Commerce of Puebla State with number 270, page 130 verso, volume XII, adding a copy to pages 479-487, volume 559 of the Commerce Copy Book, dated January 30, 1986.
2. Its agents have the necessary faculties to celebrate this Collaboration Agreement as it is written in the public deed \_\_\_\_\_ dated \_\_\_\_\_, drawn before Public Notary of Puebla, Puebla, Lic. \_\_\_\_\_, rights that to date have not been revoked or limited in any way.
3. Its address for the effects of this Collaboration Agreement is Ex Hacienda Santa Catarina Mártir sin número, C.P. 72810, in San Andrés Cholula, Puebla.

##### II. THE LICENSEE DECLARES THAT:

###### [IF IT IS A BUSINESS]

1. It is an institution constituted in accordance to the laws of the Mexican Republic, as evidenced in the public deed \_\_\_\_\_ of \_\_\_\_\_, granted before Public Notary \_\_\_\_\_ of \_\_\_\_\_, Lic. \_\_\_\_\_, and filed in the Public Registry of Property and Commerce of \_\_\_\_\_, number \_\_\_\_\_, with its copy added to of the Commerce Copy Book, dated \_\_\_\_\_.
2. Its agents have the necessary rights, that to date have not been revoked or limited in any way to celebrate this Collaboration Agreement as it is written in the public deed of \_\_\_\_\_, drawn before Public Notary \_\_\_\_\_ of Puebla, Puebla, Lic. \_\_\_\_\_.
3. Its address for the effects of this Contract is: \_\_\_\_\_

###### [IF IT IS A PERSON]

1. That he/she is a Mexican person, of legal age, in full use of his/her civil rights, capable of assuming contracts and obligations, with Federal Taxpayer number \_\_\_\_\_ stating that he/she has legal capacity to assume obligations in the terms and conditions of this Contract.
2. His/Her address for the effects of this Collaboration Agreement is \_\_\_\_\_
1. Identifies him/herself with \_\_\_\_\_ number \_\_\_\_\_ (in case of Mexicans, with voting ID or passport, in case of foreign nationals with passport or documents that certify their migration status)

By virtue of the aforementioned, the parties agree to commit to the following:

#### CLAUSES

**FIRST SUBJECT.** UDLAP grants the licensee a temporary license, not exclusive and not transferable, and revocable to use the distinctive symbol that is UDLAP's property, illustrated in the sole Annex of this legal instrument.

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The Distinctive symbol may only be used by the Licensee in order to \_\_\_\_\_ and for a term of \_\_\_\_\_ in accordance with the terms and conditions of this Contract. It is strictly forbidden to use the Distinctive symbol for a different purpose, or to make copies without being justified by the purpose described in this Contract

In case of non-compliance by the Licensee, UDLAP may revoke this Contract, aside from the penalties that the Licensee may be liable for, before administrative, civil or penal laws .

**SECOND. PROPERTY AND USE.** The distinctive symbol that is object of this Contract is the exclusive property of UDLAP, the latter keeping the rights over it; in consequence, the Licensee acknowledges that, by signing this legal instrument the distinctive symbols are not being transferred or acquired.

The Licensee does not acquire, through signing this Contract, the power to sub-license or authorize third parties to use the distinctive symbol, except with UDLAP's previous written authorization.

Likewise, the licensee is forbidden to apply for or obtain the registration of any distinctive symbol, trademark, commercial ad, copyright, related right or domain name which is similar or identical to the distinctive symbol object of this Contract.

Once the use of the distinctive symbol is accomplished according to what is foreseen in this legal instrument, or the term expired for the license, the Licensee should return the distinctive symbol to UDLAP in the form of electronic files, originals, copies and other back up materials where the distinctive symbol is kept by the Licensee.

Except for the authorized uses of the distinctive symbol by this Contract, during its validity none of the parties may use the name or logo of their counterpart without their previous authorization.

**THIRD. LICENSEE'S OBLIGATIONS.** By signing this Contract, the Licensee is bound to:

- I. Use the distinctive symbol only for the ends described in this Contract, being prohibited from using it without UDLAP's authorization;
- II. Not alter the text, design and characteristics of the distinctive symbol, as well as to file all evidence of its use, keeping at all times its good image and UDLAP's;
- III. Not sub-license the use of UDLAP's distinctive symbol to third parties, except with previous written authorization;
- IV. Immediately communicate to UDLAP any unauthorized use of the distinctive symbol he/she learns about, as well as immediately inform UDLAP of any claim by third parties concerning the distinctive symbol;
- V. Have the necessary security measures to impede the unauthorized use of the distinctive symbol, taking all precautions to prevent its copy, reproduction, distribution, communication or any other type of unauthorized publication;
- VI. Cooperate and give UDLAP all kinds of facilities to carry out actions and activities to verify the adequate use of the distinctive symbol;
- VII. Timely and in writing inform UDLAP of any change of address;
- VIII. Pay UDLAP for the damages caused by any breach of this legal contract;
- IX. Acknowledge UDLAP at all times as the owner of the rights derived from the distinctive symbol which is the object of this Contract;
- X. Keep confidentiality regarding the content of this Contract; and
- XI. Meet all obligations established in this legal instrument .

**FOURTH. RESPONSIBILITY.** UDLAP will not have any obligation regarding complaints derived from the use of the distinctive symbol in case of:

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- I. Alterations or modifications to the distinctive symbol by the Licensee; and
- II. The use of the distinctive symbol by the Licensee contravening what is written on this Contract.

The Licensee is bound to know and respond to the corresponding authorities or to third parties for any complaint, damages, expenses--including attorneys' fees--which may occur directly or indirectly concerning:

- I. Alterations or modifications to the distinctive symbol by the Licensee; and
- II. Any demand derived from non-compliance of the Licensee with this Contract.

For the cases aforementioned, the Licensee is committed free UDLAP from any liability, by performing all negotiations and procedures aimed to resolve or defend against claims before the appropriate authority. UDLAP has the right to hire an attorney when necessary, who will independently participate in the defense and solution to the claim.

**FIFTH. VALIDITY.** The parties agree that this contract will be valid for\_\_\_\_, from the date it is signed. The Contract can only be extended when this is put in writing and signed by the proxies or legal representatives of the parties.

**SIXTH. ASSIGNMENT OF RIGHTS.** The Licensee may not assign, sub-license or transfer totally or in part the license rights to use the distinctive symbol derived from this Contract, nor this Contract.

**SEVENTH. CONFIDENCIALITY.** The parties agree that all information generated or exchanged between them, as well as the technical specifications associated with this Contract, will be handled confidentially, whether the information is presented in writing, orally, visually or by any other media. The confidential information generated or shared by the parties may be used only for the specific ends of this Contract; otherwise, the non-complying party must pay for the damages caused.

**EIGHTH. INDEPENDENCE OF THE PARTIES AND NON-EXISTENCE OF A LABOR RELATIONSHIP.** This Contract does not create association, society, mandates, representation, agency or any other legal entity similar to them; therefore the parties will be solely responsible for the acts derived from the Contract and as agreed in it. The parties agree and accept that, due to this Contract, there are no labor relationships established or derived from it.

**NINTH. EARLY TERMINATION.** The parties agree that, in case they wish to terminate this Contract in advance, they are obligated to notify their decision to their counterparty ten (10) calendar days before the date they wish to terminate it.

**TENTH. CANCELLATION.** UDLAP may rescind this rightful Contract without a legal declaration and without responsibility, in case the Licensee does not comply with any of the obligations derived from this Contract, the Licensee being bound to pay for damages caused by non-compliance.

**ELEVENTH. COMMISSIONS, FEES AND DISCOUNTS.** The Licensee will not pay commissions or fees; nor will he give discounts to UDLAP's employees, officers or personnel; nor will he favor UDLAP's employees, officers or personnel with gifts or entertainment whose value is significant.

**TWELFTH. NOTIFICATIONS.** Any communication should be done in writing, the parties indicating as their address the same as that declared under "Declarations" in this Contract .

**THIRTEENTH. HEADINGS.** The headings of each clause of this Contract are only a reference and will not be used for its interpretation.

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**FOURTEENTH. JURISDICTION.** For all matters concerning the interpretation of and compliance with this Contract, the parties submit expressly to the jurisdiction and competency of the appropriate tribunals of the city of Puebla, renouncing any other competency for reason of their domicile, present or future, or for any other applicable reason.

Having read this Contract, and the parties being aware of its content and legal scope, they agree to sign it in duplicate, on \_\_\_\_\_ two thousand \_\_\_\_\_, in San Andrés Cholula, Puebla.

**ON UDLAP'S  
BEHALF**

**LICENCSEE**

\_\_\_\_\_  
Legal Representative

\_\_\_\_\_  
C. \_\_\_\_\_

\_\_\_\_\_  
Legal Representative  
(if needed)

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**Annex 5.**

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partes, o que en virtud de la suscripción del presente Convenio, se deriva algún tipo de representación o asociación entre el Receptor y la UDLAP.

El Receptor manifiesta que de la suscripción del presente Convenio no se confieren respecto de la Información Confidencial derechos de autoría, autorizaciones, permisos o licencias de propiedad industrial o intelectual sobre la misma.

**3. CONFIDENCIALIDAD DE LA INFORMACIÓN.** El Receptor reconoce y acepta que toda la Información Confidencial la manejará como secreto industrial, por lo que sólo podrá revelarla para los fines que la UDLAP previamente le autorice por escrito.

El Receptor se obliga a no duplicar, reproducir o de cualquier forma, realizar copias de la Información Confidencial, sin el previo consentimiento y por escrito de la UDLAP.

La UDLAP tiene el derecho de exigir en todo momento que la Información Confidencial sea destruida o devuelta, independientemente de que dicha información haya sido entregada o revelada antes o después de la suscripción del presente Convenio.

Si durante la vigencia del presente Convenio, el Receptor identifica cualquier riesgo de fuga de información, éste se obliga a realizar de manera inmediata todas las actividades que sean necesarias a fin de modificar sus mecanismos internos y externos de seguridad o protección de la Información Confidencial, a satisfacción de la UDLAP, notificando de inmediato a ésta el tipo de riesgo existente y las acciones que se hayan realizado para evitarlo.

**4. TERMINACIÓN DE LA RELACIÓN.** En caso de que la UDLAP y el Receptor den por terminadas sus relaciones, sin importar la causa de dicha terminación, el Receptor está obligado a guardar la confidencialidad a que este Convenio se refiere respecto a la Información Confidencial.

Asimismo, el Receptor se obliga a devolver a la UDLAP, en el mismo momento en que se den por terminadas sus relaciones, cualquiera que sea la causa de dicha terminación, todos los documentos, folletos, planos, dispositivos electrónicos y similares, obras, sistemas, manuales, instructivos, folletos, versiones, adaptaciones, marcas, patentes, signos distintivos, así como cualquier Información Confidencial que le hubieren sido

entregados por la UDLAP o respecto de la cual haya tenido acceso durante su relación con la UDLAP.

**5. DAÑOS Y PERJUICIOS.** En caso de que el Receptor incumpla cualquiera de sus obligaciones derivadas de la suscripción del presente Convenio, el Receptor se compromete a cubrir a la UDLAP los daños y perjuicios que dicho incumplimiento le ocasione, conforme a lo estipulado en la Ley Federal del Derecho de Autor, Ley de la Propiedad Industrial y Ley Federal de Variedades Vegetales, sin perjuicio de las demás acciones penales, civiles y mercantiles que procedan.

**6. INDEPENDENCIA DE LAS PARTES.** El Receptor expresamente manifiesta que él y UDLAP son partes y personas independientes. En su caso, cada parte será responsable de sus empleados, directivos, agentes, representantes, consultores o similares. Bajo ninguna circunstancia por motivo del presente Contrato se crearán relaciones laborales entre UDLAP y el Receptor. Este Convenio no crea asociación, sociedad, mandato, representación, agencia o alguna otra figura similar a éstas por lo que el Receptor no podrá actuar en nombre de la UDLAP y cualquier contrato o convenio que el Receptor celebre, únicamente lo comprometerá a él.

**7. DE LA CESIÓN DE DERECHOS.** El Receptor no podrá conferir, ceder ni transmitir los derechos y obligaciones que a su cargo se deriven del presente Convenio, en forma parcial ni total.

**8. RESCISIÓN.** El Receptor está de acuerdo en que en caso de que incumpla la obligación de confidencialidad respecto de la Información Confidencial, la UDLAP podrá rescindir en forma inmediata, sin necesidad de resolución judicial, la relación contractual o de cualquier otro tipo existente.

**9. DE LAS MODIFICACIONES.** El presente Convenio, podrá ser modificado o adicionado de común acuerdo entre las partes siempre que conste por escrito y sea suscrito por el Receptor y los apoderados de la UDLAP.

**10. ENCABEZADOS.** Los encabezados destacados en cada uno de los puntos que integran el presente Convenio tienen por objeto ser simple referencia, sin poder utilizarse para la interpretación del mismo.

**11. NOTIFICACIONES.** Cualquier comunicación se deberá hacer por escrito, señalando las partes como domicilio para tal

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efecto los manifestados en el presente instrumento, y para el caso de la UDLAP el domicilio ubicado en Ex-Hacienda Santa Catarina Mártir S/N, San Andrés Cholula, Puebla 72820.

En caso de que alguna de las partes cambie de domicilio y no lo notifique, se tendrá como enterada de la notificación con todos los alcances legales que la misma implique, sin ninguna responsabilidad para su contraparte.

**12. JURISDICCIÓN.** Para todo lo relacionado con la interpretación y cumplimiento de este Acuerdo, las partes se somete(n) expresamente a la jurisdicción y competencia de los tribunales competentes de la ciudad de Puebla, renunciando a cualquiera otra competencia que por razón de su domicilio presente o futuro o por cualquier otra circunstancia pudiere corresponderle.

San Andrés Cholula, Puebla, \_\_\_\_ de \_\_\_\_ de dos mil \_\_\_\_.

Firma autógrafa

\_\_\_\_\_  
[Nombre completo del Receptor]

**UDLAP**

\_\_\_\_\_  
[Nombre completo del apoderado]

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**Annex 6.**

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## Annex 7.

### ACUERDO DE PAGO DE REGALÍAS

El(la) que suscribe, \_\_\_\_\_,  
con \_\_\_\_\_ domicilio en \_\_\_\_\_

identificándome para este acto con el documento oficial [pasaporte, IFE, documento que acredite la calidad migratoria en caso de ser extranjero. **IMPORTANTE: SE DEBE ADJUNTAR COPIA DE DICHO DOCUMENTO A ESTE ACUERDO Y VERIFICAR QUE COINCIDA LA FIRMA**] bajo protesta de decir verdad, persona física, mayor de edad, en pleno uso y goce de mis derechos civiles, manifiesto gozar de capacidad jurídica suficiente para obligarme en los términos y condiciones del presente acuerdo, obligándome de conformidad con las siguientes cláusulas:

**EN CASO DE SER MÁS DE UN INVENTOR, OBTENTOR, CREADOR, AUTOR:**

Los(Las) suscritos(as), [nombres completos de cada uno(a)], identificándonos para este acto con el documento oficial [pasaporte, IFE, documento que acredite la calidad migratoria en caso de ser extranjero. **IMPORTANTE: SE DEBE ADJUNTAR COPIA DE DICHO DOCUMENTO A ESTE ACUERDO Y VERIFICAR QUE COINCIDA LA FIRMA**], designando en esta acto como \_\_\_\_\_ domicilio común \_\_\_\_\_

\_\_\_\_\_ bajo protesta de decir verdad, declaramos ser personas físicas mayores de edad, en pleno uso y goce de nuestros derechos civiles, manifestamos gozar de capacidad jurídica suficiente para obligarnos en los términos y condiciones del presente acuerdo, obligándonos de conformidad con las siguientes cláusulas:

**PRIMERA. RECONOCIMIENTO DE LA PROPIEDAD INTELECTUAL.** De conformidad a lo dispuesto en la *Política de Propiedad Intelectual* de la Fundación Universidad de las Américas, Puebla (UDLAP), y conforme a los términos de los Acuerdos de "Aceptación de la *Política de Propiedad Intelectual*" y de "Titularidad sobre los Derechos de Propiedad Intelectual", así como conforme a lo establecido en el "Formato de Aviso de Propiedad Intelectual", y en mi(nuestro) carácter de inventor(es), creador(es), desarrollador(es), obtentor(es) o autor(es) de propiedad intelectual consistente en [DESCRIBIR LA PROPIEDAD INTELECTUAL DE QUE SE TRATE],

reconozco (reconocemos) que la titularidad de los derechos de la misma pertenecen a la UDLAP, así como el derecho de ésta para llevar a cabo su registro ante las instancias correspondientes, manifestando no reservarme (reservarnos) derecho alguno respecto de dicha propiedad intelectual en contra de la UDLAP.

**SEGUNDA. REGALÍAS.** Conforme a la *Política de Propiedad Intelectual* de la UDLAP, en caso de explotación y/o comercialización de la propiedad intelectual a que se hace mención en la Cláusula anterior, reconozco (reconocemos) que los ingresos que se obtengan se destinarán en primer lugar a cubrir los gastos de los trámites necesarios para su protección (gastos administrativos).

De acuerdo a lo anterior, en mi(nuestro) carácter de inventor(es), creador(es), desarrollador(es), obtentor(es) o autor(es) de la misma (según sea aplicable), me (nos) será cubierta como pago único y suficiente, el cuarenta por ciento (40%) de las regalías que se obtengan por la explotación y/o comercialización de la propiedad intelectual objeto del presente acuerdo después de haber deducido los gastos administrativos a que se refiere el párrafo anterior.

En caso de ser dos o más los inventores, creadores, desarrolladores, obtentores o autores de la propiedad intelectual, el porcentaje a que se refiere el párrafo anterior, se deberá dividir entre ellos por partes iguales. [LA EXCEPCIÓN A ESTA DISTRIBUCIÓN DE REGALÍAS, DEBERÁ SER ACORDADA ENTRE LOS MISMOS]

El pago por regalías a que se refiere la presente Cláusula se entenderá para todos los efectos legales como extraordinario, sin que se considere parte de las prestaciones laborales en caso de ser empleado.

La UDLAP reconocerá en todo momento la autoría (derechos morales) del (de los) inventor(es), creador(es), desarrollador(es), obtentor(es) o autor(es) de la propiedad intelectual.

**TERCERA. RESPONSABILIDAD.** El(los) suscrito(s) manifiesto (manifestamos) que la propiedad intelectual objeto del presente acuerdo, es original, por lo que me comprometo (nos comprometemos) a responder con mi (nuestro) patrimonio en todo momento por cualquier acción

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de reivindicación, plagio u otra clase de reclamación que al respecto pudiere surgir por parte de terceros en contra de la UDLAP.

**CUARTA. CONFIDENCIALIDAD.** Las partes convienen en que toda la información que se genere o sea proporcionada entre ellas en relación con el objeto del presente Acuerdo, será manejada de manera confidencial, ya sea que esta información se presente en forma escrita, verbal, visual o por cualquier otro medio.

Las partes no tendrán la obligación de confidencialidad a que se refiere la presente Cláusula cuando se trate de información que se haya convertido pública o cuando medie requerimiento de autoridad competente, para lo cual las partes se obligan a informar por escrito a su contraparte de dicha circunstancia.

**QUINTA. COMUNICACIÓN ENTRE LAS PARTES Y MODIFICACIONES.** El presente Acuerdo, podrá ser modificado o adicionado de común acuerdo entre la FUDLAP y el (los) suscrito(s), a petición de una de las partes y deberán constar por escrito sus decisiones y anexarlas al presente instrumento, mismas que una vez firmadas, formarán parte integrante del mismo.

Cualquier comunicación se deberá hacer por escrito, señalando las partes como domicilio para tal efecto los manifestados en el presente instrumento, y para el caso de la UDLAP el domicilio ubicado en Ex-Hacienda Santa Catarina Mártir S/N, San Andrés Cholula, Puebla 72820.

En caso de que alguna de las partes cambie de domicilio y no lo notifique, se tendrá como enterada de la notificación con todos los alcances legales que la misma implique, sin ninguna responsabilidad para su contraparte.

**SEXTA. ENCABEZADOS.** Los encabezados destacados en cada uno de los puntos que integran el presente Acuerdo, tienen por objeto ser simple referencia, sin poder utilizarse para la interpretación del mismo.

**SÉPTIMA. JURISDICCIÓN.** Para todo lo relacionado con la interpretación y cumplimiento de este Acuerdo, las partes se somete(n) expresamente a la jurisdicción y competencia de los tribunales competentes de la ciudad de Puebla, renunciando a cualquiera otra competencia que por razón de su domicilio presente o futuro o por

cualquier otra circunstancia pudiere corresponderle.

San Andrés Cholula, Puebla, \_\_\_\_ de \_\_\_\_ de dos mil \_\_\_\_.

Firma autógrafa

[Nombre completo de cada uno de los inventores, creadores, desarrolladores, obtentores o autores de la propiedad intelectual]

UDLAP

[Nombre completo del apoderado]