

MEMORANDUM OF UNDERSTANDING
FOR THE CREATION OF A
NORTH AMERICAN CONSORTIUM ON LEGAL EDUCATION

THIS MEMORANDUM OF UNDERSTANDING is entered into and is effective as of the latest date of signature of this document by the parties thereto ("the Effective Date"), by and between the institutions listed below, which are hereinafter referred to collectively as the "Consortium Members" or "the Members":

University of Arizona, James E. Rogers College of Law
Dalhousie University Faculty of Law
George Washington University, National Law Center
University of Houston Law Center
Instituto Tecnológico de Estudios Superiores de Monterrey, Escuela de Derecho (ITESM)
McGill University Faculty of Law
Universidad Nacional Autónoma de México, Instituto de Investigaciones Jurídicas
University of Ottawa Faculty of Law
Universidad Panamericana, Facultad de Derecho

RECITALS

WHEREAS, the establishment of a North American Free Trade Agreement has increased the need for mutual understanding of societies in Canada, Mexico and the United States; and

WHEREAS, institutions dedicated to legal education and research in North America can help fulfill this need, by increasing opportunities for interactions between students, scholars and lawyers in the NAFTA countries, to promote a greater understanding of neighboring legal systems; and

WHEREAS, the Consortium Members, as leading institutions of higher education in their respective countries, are committed to promoting the study of the neighboring legal systems in North America.

NOW THEREFORE, the Consortium Members enter into this Memorandum of Understanding, in order to memorialize fundamental concepts regarding the North American Consortium on Legal Education.

UNDERSTANDING OF THE CONSORTIUM MEMBERS

For purposes of establishment of the Consortium, the Members agree as follows:

ARTICLE I
OBJECTIVES OF THE CONSORTIUM

The general purpose of the North American Consortium on Legal Education is to promote increased understanding within North American countries of the legal systems of our neighbors, in order to increase cooperation among leaders and institutions in the private and public sectors. The Consortium consists of institutions dedicated to legal education and research in Canada, Mexico, and the United States that are interested in promoting cross-border legal exchanges among Members of the Consortium. The specific purpose of the Consortium is to increase the capabilities of each Member to provide quality legal education and research appropriate to the demands of the professional environment in North America. To this end, the Members will actively seek opportunities for cooperation on joint projects, and will actively promote each other's programs that relate to these goals.

The Consortium includes premier academic institutions that have recognized expertise in areas of common interest to countries in North America. The Consortium will serve to increase the profiles of its Members in this regard.

ARTICLE II
GENERAL RESPONSIBILITIES OF THE CONSORTIUM MEMBERS

The Consortium Members will take reasonable measures to insure full implementation of projects and programs to further cross-border legal exchange. Examples of projects and programs may include:

- programs to facilitate foreign legal studies in Consortium Members by undergraduate and graduate law students;
- faculty exchanges and other means to promote interaction between law faculties;
- cooperation in research opportunities by individual faculty members;
- cooperation in curricular development;
- cooperation in summer study and other special programs;
- cooperation in the use of distance learning and information technology;
- cooperation in information exchange and access to library resources;
- mutual promotion of programs, either individually or jointly offered by Consortium Members;
- and other projects and programs that benefit Consortium Members, their students and faculties.

ARTICLE III
ADMINISTRATION OF THE CONSORTIUM

- A. The Members understand and agree that they will make a significant commitment to this collaborative effort. Accordingly, the Members agree to use their best efforts to design, implement and successfully carry out projects and programs under the Consortium.
- B. The Members understand and agree that this Memorandum of Understanding will provide the foundation for a more comprehensive Operational Agreement concerning the details of the Consortium and of its administration.
- C. Each Member shall designate a Faculty Representative to the Consortium. Such representative shall be a permanent Member of the law faculty of the Member.
- D. Decisions of the Consortium shall normally be made by consensus. If it shall be necessary to vote on a decision, such decision shall be taken by a two-thirds majority of the Members, each Member having a right to a single vote.
- E. This Memorandum shall enter into force on the day of the Effective Date. If any Member of the Consortium wishes to withdraw from the Consortium, it may do so by providing written notice to all other Members. Withdrawal from the Consortium shall become effective six months from the date of such written notice.
- F. The Consortium shall operate until such time as the Members may agree to terminate the Consortium.

IN WITNESS WHEREOF, the Members have caused their fully authorized representatives to execute this Memorandum of Understanding on the dates indicated below.

UNIVERSITY OF ARIZONA
JAMES E. ROGERS COLLEGE OF LAW:

BY: *Robert H. Hines*
President

DATE: 5/25/99

BY: *John*
Dean

DATE: 5-17-99

DALHOUSIE UNIVERSITY
FACULTY OF LAW:

BY: *Don Traves*
President

DATE: April 19 1999

BY: *Aawn Russell*
Dean

DATE: April 19, 1999.

GEORGE WASHINGTON UNIVERSITY,
NATIONAL LAW CENTER:
FACULTY OF LAW:

BY: *Stephen Joel Wachtlerberg*
President

DATE: 6-16-99

BY: *Nicholas*
Dean

DATE: June 11, 1999

UNIVERSITY OF HOUSTON LAW
CENTER:

BY: *Arthur R. Smith*
President

DATE: 3-10-99

BY: *John*
Dean

DATE: 3-15-99

INSTITUTO TECNOLOGICO
De ESTUDIOS SUPERIORES de
MONTERREY, ESCUELA de DERECHO
(ITESM)

BY: *R. delaferrin*
Rector

DATE: May 4, 99

BY: *Stephen V*
Dean

DATE: 05/05/99

McGILL UNIVERSITY FACULTY OF
LAW:

BY: *James*
President

DATE: June 3, 1999

BY: *Peter* 8-6-99
Dean

DATE: _____

UNIVERSIDAD NACIONAL AUTONOMA
de MEXICO, INSTITUTO de
INVESTIGACIONES JURIDICAS:

BY: *J. M. J.*
Rector

DATE: 17-11-99

BY: *J. M. J.*
Director del Instituto de Investigaciones
Juridicas

DATE: 17-11-99

UNIVERSITY OF OTTAWA,
FACULTY OF LAW:

BY: Manuel Hameed
President

DATE: March 25, 1999

BY: [Signature]
Dean, Civil Law Division

DATE: 18/11/99

BY: [Signature]
Dean, Common Law Division

DATE: 25.3.99

UNIVERSIDAD PANAMERICANA,
FACULTAD de DERECHO:

BY: [Signature]
President

DATE: 18/11/99

BY: [Signature]
Dean

DATE: 18/11/99

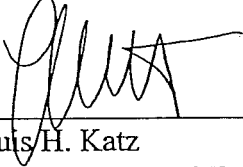
SIGNATURE ADDENDUM

THE GEORGE WASHINGTON UNIVERSITY

In accordance with the rules of administration at The George Washington University, which require that all international agreements be approved by the University Treasurer before entering into effect,

IN WITNESS OF the Memorandum of Understanding for the Creation of a North American Consortium on Legal Education,

I concur.



Louis H. Katz

Date

Vice President and Treasurer

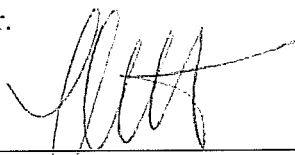
SIGNATURE ADDENDUM

THE GEORGE WASHINGTON UNIVERSITY

In accordance with the rules of administration at The George Washington University, which require that all international agreements be approved by the University Treasurer before entering into effect,

IN WITNESS OF the Operating Agreement in implementation of the Memorandum of Understanding for the Creation of a North American Consortium on Legal Education,

I concur.



Louis H. Katz

Date

Vice President and Treasurer