



COLLABORATION AGREEMENT IN THE FIELD OF SOCIAL SERVICE AND PROFESSIONAL PRACTICES, WHICH IS CELEBRATED BY, ON THE ONE HAND, THE **INTERCULTURAL UNIVERSITY OF SAN LUIS POTOSÍ**, HEREINAFTER "**THE UICSLP**", REPRESENTED BY THE **MEA. HÉCTOR GONZÁLEZ PICAZO** IN HIS CAPACITY AS HEAD OF THE RECTOR'S OFFICE, AND ON THE OTHER HAND, **IMPRO INDUSTRIES MÉXICO, S. DE RL DE CV**, REPRESENTED IN THIS ACT BY JAIME EDUARDO MARTÍNEZ TERRAZAS, IN HIS CAPACITY AS LEGAL REPRESENTATIVE, WHO HEREINAFTER WILL BE REFERRED TO AS "**THE COMPANY**". LIKEWISE, WHEN THEY ACT JOINTLY, THEY WILL BE CALLED "**THE PARTIES**", IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS:

I. Declares on behalf of "THE COMPANY" through its legal representative:

I.1. That it is a commercial company duly incorporated in accordance with the laws of the Mexican Republic, as stated in public deed number 23,598, dated March 18, 2016, granted before Mr. Emilio Cárdenas Estrada, notary public No. 3 of the City of Monterrey, Nuevo León, whose first copy is registered in the Public Registry of Commerce of San Luis Potosí.

I.2. That its legal representative has the necessary powers to enter into this contract and that, as of the date of execution of this instrument, these powers have not been limited and/or revoked.

I.3. Its corporate purpose is the manufacturing, production, and marketing of materials, equipment, and components, including casting molds, machined products, auto parts, high-power engines, agricultural and construction equipment, and goods related to the automotive, medical, aerospace, and energy industries.

I.4 That your Federal Taxpayer Registry is ICM160318KQ1.

I.5. That, for all purposes of this agreement, the legal address is located at Avenida Picacho Bernalejo 115, Emiliano Zapata, WTC 2 Industrial Park, CP 79530, Villa de Reyes, SLP, Mexico.

II. "UICSLP" declares:

II.1. That, in accordance with the first article of its Creation Decree, published in the Official Gazette of the Free and Sovereign State of San Luis Potosí, dated January 15, 2011, amended by administrative decree dated June 27, 2017, it is a decentralized public body of a state nature, with legal personality and its own assets.

II.2. In accordance with its purposes, its primary objective is to promote a Model of Intercultural Higher Education through training, research, cultural outreach, and dissemination; by fostering



contact with the community and establishing intercultural dialogue in an atmosphere of respect for diversity.

II.3. That it is represented in this act by the MEA Héctor González Picazo, in his capacity as Head of the Rector's Office, who has the legal capacity to celebrate this in accordance with appointment No. SE-046/2024 dated January 11, 2024 issued by Mr. Juan Carlos Torres Cedillo, Secretary of Education, as well as based on article 14, sections II and XI of the Creation Decree.

II.4. For the purposes of this agreement, the legal address is located at 925 Mariano Arista Street, Tequisquiapan District, San Luis Potosí, SLP, CP 78230. Its tax identification number is UIS110115NC3.

III.3. "THE PARTIES" declare :

III.1 . That in accordance with the above declarations, they acknowledge their personality and legal capacity with which they appear and in accordance with their respective powers, they declare that it is their will to enter into this agreement, specifying that in its celebration there is no error, fraud, violence or any other circumstance that could be cause of absolute or relative nullity, committing to comply in a timely and complete manner with each and every one of the commitments acquired with its signature, since they are beneficial for **"THE PARTIES"** , subject to the tenor of the following:

CLAUSES:

FIRST. - "THE PARTIES" agree that the objective of this agreement is to establish the bases and mechanisms through which a comprehensive and specific collaboration program will be established to disseminate and develop among adult students of **"LA UICSLP"** and the areas in which **" THE COMPANY "** provides services for the realization of professional practices and social service. In addition, they agree to use the information and results obtained with the development of specific programs for their own purposes and for the benefit of their respective communities, without any profit motive.

SECOND. - "THE PARTIES" agree that the professional internships and community service that the students will undertake will complement their professional training by applying the knowledge acquired in the academic program they are pursuing in the productive or social sectors.

THIRD. - The completion of professional internships and community service shall be subject to the provisions of the current internal regulations of **"LA UICSLP"** , as well as to the provisions of this agreement.

FOURTH. – Depending on the operational availability and needs of the different areas of **" THE COMPANY "** , students will be allowed to complete their professional internships and/or



community service, which will last 480 hours. During this time, students will develop a project and will have an academic advisor and a business advisor, who will supervise all of their activities.

FIFTH . - **"THE COMPANY"** in accordance with its operational availability and the needs of the different areas of **" THE COMPANY "** , will place students in areas and activities that correspond to the careers they are studying, as well as notify **"THE UICSLP" in writing** of any anomalies in which students incur, which will be sanctioned in accordance with the internal regulations of **"THE UICSLP" ; " THE COMPANY "** reserves the right to permanently suspend the social service of any student who commits any offense, as the case may warrant and at the sole discretion of **" THE COMPANY "**.

SIXTH . - **"UICSLP"** also undertakes and is obligated to inform students that, during their internships, they must adhere to the following:

1. Be registered as a beneficiary of the Mexican Social Security Institute (IMSS), and must present the corresponding certificate to this effect, or with the corresponding insurance institution.
2. **" THE COMPANY "** as appropriate .
3. Observe discipline and good performance in your practices.
4. Take responsibility for the proper use of the materials and equipment used in your practices within **" THE COMPANY "**.
5. Protect the image of **"LA UICSLP"** and **" THE COMPANY "** by conducting themselves with respect, honesty and professionalism while performing their social service.

SEVENTH. - This agreement shall be valid for three years. Should either of **"THE PARTIES"** require early termination of this instrument, neither party shall be liable; 30 calendar days' written notice shall suffice. However, once the agreed relationship has ended, **"THE PARTIES"** undertake to comply with all agreed obligations that remain outstanding.

EIGHTH. - During the term of this agreement, **"THE UICSLP"** releases **" THE COMPANY "** from any civil, labor, administrative, criminal, judicial, and/or any other type of liability, with **" THE UICSLP"** being responsible for any commitment, obligation and/or debt that the students acquire or incur in the development of this activity, leaving **" THE COMPANY "** safe and sound from any act of liability that may occur, as well as indemnifying **"THE COMPANY"** for any cost, expense and/or damage related to the foregoing. In the event that a student initiates any action against **" THE COMPANY "** due to non-compliance by **"THE UICSLP"** , the latter undertakes, at its own expense and cost, to release **"THE COMPANY"** from any legal claim made by the affected student, as well as indemnifying **"THE COMPANY"** for any cost, expense and/or damage related to the foregoing.

NINTH. - Students who perform their social service within **" THE COMPANY "** are obligated to comply at all times with the internal regulations of the institutions. Failure to do so will result in the



sanctions provided for in the internal regulations of **"THE UICSLP"** , as well as the suspension of the internships and/or services performed by the students.

NINTH BIS. For the purposes of this Agreement, "Pre-existing Intellectual and Industrial Property" shall mean all information, knowledge, tools, methods, designs, specifications, inventions, formulas, software, algorithms, documentation, files, logos, trademarks, slogans, domain names, audiovisual, musical or graphic material, whether registered or not, that are the property of any of **"THE COMPANY"** or its licensors, and that have been developed prior to or outside the scope of this instrument.

"Intellectual and Industrial Property Rights" shall mean any right that protects intellectual creations, such as copyrights, patents, trademarks, trade secrets, database rights, industrial designs, and any other similar rights protected by national or international law.

Any material, document, project, result, development, innovation or delivery generated by the students within the framework of this agreement (hereinafter, the "Work Product") will be the property of **"THE COMPANY"** . Likewise, in the event that any development is generated that involves Pre-existing Intellectual Property of **"THE COMPANY"** , the rights to said property will remain under the ownership of **"THE COMPANY"** .

"THE COMPANY" will retain all rights to any Pre-existing Intellectual and Industrial Property that it provides or uses during the execution of this agreement, and **"THE UICSLP"** undertakes not to use it beyond the scope provided in this instrument, nor to disclose or reproduce it without express written authorization from **"THE COMPANY"** .

All information, technical, operational, administrative, process or business documentation provided by **"THE COMPANY"** to **"THE UICSLP"** or to the students, including any material or development that could have commercial or strategic value, will be considered Confidential Information, and must be kept strictly confidential even after the termination of this Agreement.

"THE UICSLP" undertakes to instruct its students and staff related to this Agreement to refrain from reproducing, disclosing, exploiting or using for purposes other than compliance with this instrument any Confidential Information or Intellectual and Industrial Property of **"THE COMPANY"** , as well as to sign individual confidentiality agreements if **"THE COMPANY"** deems it necessary.

The obligations set forth in this clause shall continue indefinitely, even after the termination, conclusion or expiration of this Agreement, and failure to comply with them may give rise to liability under applicable law.

TENTH. - **"THE PARTIES"** agree that, in the event that **"THE UICSLP"** modifies the regulations regarding the development of professional practices and/or social service, it will notify **"THE COMPANY"** immediately and the modifications required by this instrument will be made.



ELEVENTH. - "THE PARTIES" agree that the completion of professional internships and/or community service by students at "LA UICSLP" will not generate any type of employment relationship with "THE COMPANY" as there is no remuneration for the provision of this service, this being one of the three essential elements for the configuration of an employment relationship

TWELFTH.- The personnel or collaborators that each of "THE PARTIES" employs for the performance of the actions arising from this instrument shall continue under the employment or contractual relationship of the employer with whom they are contracted, without the exchange or commission generating independent employment relationships, substitute employer, or subrogation. Therefore, "THE PARTIES" mutually release themselves from any labor liability for the personnel, as well as from any liability for contractual subrogation.

THIRTEENTH. - The personnel of each of "THE PARTIES" designated to jointly carry out any action shall remain fully under the direction and dependence of the party with which they have established their employment relationship.

Therefore, the signing of this Agreement will not create or give rise to any type of employment relationship, nor will any representation, company or diverse association be created between "THE PARTIES", constituting only a relationship of collaboration derived from the realization of the objective of this legal instrument, the personnel involved in the fulfillment of the provisions of this agreement will depend contractually and labor-wise on the institution that has hired it, each of "THE PARTIES" being responsible for all civil, fiscal, administrative, labor or social security liability that corresponds to it derived from the employment relationship with its personnel.

FOURTEENTH. - Nothing in this agreement shall be construed as implying that "THE PARTIES" intend to create a joint legal entity or association of any kind. "THE PARTIES" act and will act as independent entities, and neither of "THE PARTIES" shall have the authority to act, oblige, assume debts, or assume liabilities on behalf of the other under any circumstances.

FIFTEENTH. - "THE COMPANY" undertakes not to assign high-risk tasks or jobs or those requiring a high level of experience and/or technical skills for the provision of social services and/or professional internships to social service or professional internship providers.

SIXTEENTH. - "THE COMPANY" agrees and acknowledges that the trademarks of "LA UICSLP"; as well as the logos, designs, drawings, sketches, commercial notices, advertising material and others related, which are registered or not or in the process of being registered with the corresponding authority are the exclusive property of "LA UICSLP".

SEVENTEENTH. - "THE PARTIES" agree that this instrument may be modified or added to by the will of any of them, agreeing that the changes they agree to the terms of the clauses of this instrument, or to the Technical Annexes that are entered into, will only be valid when they have



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been formalized by the signing of the corresponding addendum, which will form an integral part of


By **"THE COMPANY"**

Jaime Eduardo Martínez Terrazas Legal
Representative

By **"LA UICSLP"**

MEA Hector Gonzalez Picazo
Head of the Rector's Office

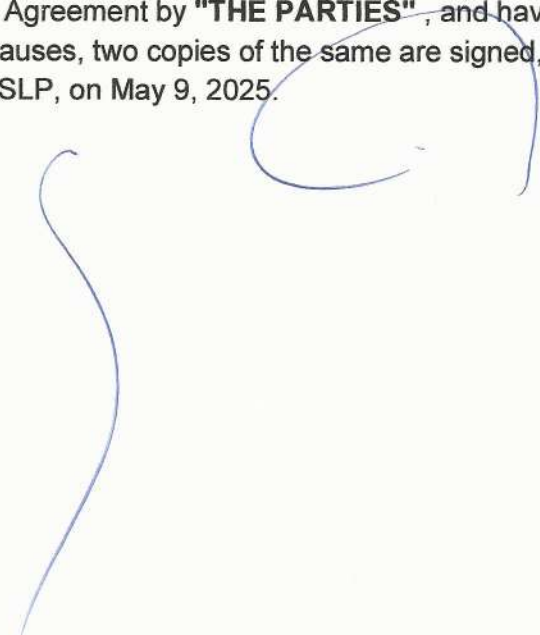
this instrument.

Likewise, any matters not expressly provided for in the terms of this agreement shall be resolved by mutual agreement between **"THE COMPANY"** and **"THE UICSLP"** ; any decisions taken in this regard shall be recorded in writing and formalized as addenda to this Agreement. 

EIGHTEENTH . - "THE PARTIES" declare that this agreement is the product of their good faith, and will therefore take all possible actions to enforce it; however, should they have any disagreement regarding its interpretation or enforcement, they expressly agree to resolve it amicably.

However, in the event of not reaching any satisfactory agreement for **"THE PARTIES"** , they expressly submit to the jurisdiction of the competent Courts in the city of San Luis Potosí, expressly waiving any jurisdiction that may apply to them by reason of their domicile or any other cause, present or future.

Having read this Collaboration Agreement by **"THE PARTIES"** , and having been informed of the content and legal force of its clauses, two copies of the same are signed, being equally authentic, in the City of San Luis Potosí, SLP, on May 9, 2025.





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----- This signature sheet forms an integral part of the Collaboration Agreement on Social Service and Professional Practices signed between " **THE COMPANY** " and " **THE UICSLP** " celebrated in the City of San Luis Potosí, on the 9th day of the month of May of the year 2025. -----