

AGREEMENT FOR THE CARRYING OUT OF PROFESSIONAL INTERNSHIP CELEBRATED BY THE **BLACK DIAMOND GRILL RESTAURANT COMPANY**, REPRESENTED IN THIS ACT BY MR. TERRY HANLEY, OWNER, WHO SHALL HEREIN BE REFERRED TO AS **"THE ORGANIZATION"** AND ON THE OTHER HAND THE TECHNOLOGICAL UNIVERSITY OF VALLE DEL MEZQUITAL WHICH IS IDENTIFIED AS AN EDUCATIONAL INSTITUTION, REPRESENTED IN THIS ACT BY **RUBISEL TÉLLEZ REYES AS RECTOR**, WHO SHALL HEREIN BE REFERRED TO AS **"THE UNIVERSITY"**, AND WHEN THEY ACT JOINTLY, WILL BE REFERRED TO AS **"THE PARTIES"** IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

OF "THE ORGANIZATION".

I. Of "the organization".

I.I.- The legal name is Black Diamond Bar and Grill, Inc.

I.II.- The Address is 1485 Peachtree Parkway, Suite D-4, Cumming, GA, 30041.

I.III.- The business is a restaurant selling food and beverages.

I.IV.- That Terry Hanley is the Owner

OF "THE UNIVERSITY"

II.- Of the "university":

II.I.- That it was constituted by Decree, Published in the Official Newspaper of the State of Hidalgo, on July 29, 1996, the Technological University of the Valley of the Mezquital was created, as well as the Decree that Modifies the Diverse one that Created the Universidad Tecnológica del Mezquital, published in the Official Newspaper of the entity, number 32, volume CXLIX of August 1, 2016.

II.II.- That it is a Decentralized Body of the State Public Administration, endowed with legal personality and its own assets, sectorized to the Secretariat of Public Education of the State of Hidalgo.

II.III.- The purpose of which is, among others:

II.III.I.- To expand the possibilities of Technological Higher Education in order to contribute, through the educational process, to improve the living conditions of the population of Hidalgo.

I.III.II.- To train students at the university higher technical level, with aptitude for the application of knowledge and the creative solution of problems, with a sense of innovation in the incorporation of scientific and technological advances.

II.IV.- That Master Rubisel Téllez Reyes, in his capacity as Rector, is the legal representative of the Universidad Tecnológica del Valle del Mezquital, in accordance with articles 71, section XII of the Political Constitution of the State of Hidalgo and 39 of the Organic Law of the Public Administration for the State of Hidalgo as well as Article 10 of the Decree that Modifies the one that Created the Universidad Tecnológica del Valle del Mezquital, published in the Official State Newspaper on august 1, 2016.

II.V.- That the legal powers that correspond to him as Rector of Universidad Tecnológica del Valle del Mezquital, have not been modified and extended, revoked or suppressed, in accordance with Article 14, Section XII of the aforementioned Decree.

II.VI.- That, as it is in their best interest to comply with the programs for the development of Technological Higher Education, they have decided to coordinate their efforts for the causes described in the first clause of this agreement.

II.VII.- That the legal domicile for the effects of the present agreement is the institution's own property, which is located at carretera Ixmiquilpan - Capula Kilometer 4, without number, Colonia El Nith, Municipality of Ixmiquilpan, Postal Code 42300, State of Hidalgo; and it is registered in the Federal Taxpayers' Registry under number UTV960729IJ3.

III.- "THE PARTIES" declare.

III.I It is our desire celebrate this Collaboration Agreement in accordance with the terms and the following conditions established.

III.II The celebration of this Agreement there has been no error, fraud or bad faith or any other defect of the consent that could affect its non-existence or nullity.

III.III To carry out professional practices and/or stays, students must comply with the requirements of the **"THE PARTIES"**

III.IV "THE PARTIES" recognize the personality with which they appear at the celebration of this Agreement, and therefore agree to be subject to and bound by the provisions of the following:

CLAUSE

FIRST. - The purpose of this document is to establish the bases according to which **"THE PARTIES"** will collaborate so that the students of **"THE UNIVERSITY"** carry out professional internships for the development of projects at the headquarters and/or in their own branches. of **"THE ORGANIZATION"** which for the purposes of this agreement is the **BLACK DIAMOND GRILL RESTAURANT.**

The professional practices and/or stays are extensions of the classroom, so, during the period of their completion, the students of **“THE UNIVERSITY”** instead of attending it, will attend **“THE ORGANIZATION”** in the facilities of the BLACK RESTAURANT DIAMOND GRILL, to continue your learning and apply the knowledge acquired so far.

SECOND. - For the fulfillment of the object expressed in the previous clause, **“THE PARTIES”** agree that **“THE ORGANIZATION”** will request from **“THE UNIVERSITY”** the students it will need for the period May - September 2024, covering a total of 14 weeks to carry out professional internships.

The number of students that **“THE ORGANIZATION”** can receive different facilities which depend on its requirements and its ability to serve students and thus ensure that professional practices are an added value for both the students and **“THE UNIVERSITY”**.

In compliance with the second clause of this instrument, the students who are in the management process for the development of their professional practices, in **“THE ORGANIZATION”** are: Alfonso Alvarez Aldana Registration 2230710 with IMSS affiliation number 86190460559 and Dairen Trejo Romero Registration 2230401 IMSS affiliation number 05130420044.

Students accepted by **“THE ORGANIZATION”** who during the period of professional practices at **“THE ORGANIZATION”** will be enrolled in the fifth quarter of their academic training in the Higher University Technician Educational Program in Gastronomy.

THIRD. For the execution of this agreement **“THE ORGANIZATION”** undertakes to:

I. Develop the induction course for students who are going to carry out their professional internships to inform them of those aspects that are considered necessary for their correct development.

II. Allow access to its facilities to students who, in accordance with this instrument, are going to carry out their professional internships.

III. Facilitate the supervision and evaluation of professional practices, as well as provide information about them to **“THE UNIVERSITY”** through the academic advisor of the Institution.

IV. Professional internships will be carried out free of charge since these are and form an integral part of the students' study plan; Consequently, **“THE ORGANIZATION”** is responsible for feeding during the hours of service provision in the company to each student who carries out their professional internships in the facilities of **“THE ORGANIZATION”**.

V. Notify the person in charge of **“THE UNIVERSITY”** of each and every one of the irregularities that arise with the students during the development of their professional practice, in order to evaluate the student's stay or, alternatively, give it of withdrawal from the company, notifying the causes in writing, invalidating the student with his actions before criminal, judicial, or other instances; until the parties responsible for this agreement reach an agreement.

VI. **"THE ORGANIZATION"** will designate an industrial advisor who will provide support and advice to students on aspects related to the work of professional practices and/or stays.

VII. **"THE ORGANIZATION"** must henceforth evaluate the requests that **"THE UNIVERSITY"** proposes to carry out professional internships and/or stays according to the possibilities and needs of **"THE ORGANIZATION"**.

VIII. Provide an acceptance letter which certifies the temporality in which the students will work as interns, likewise, at the end of the period of their professional practices and/or stays agreed in the second clause, they must provide a termination letter which validates the period that the student or students spent as interns.

QUARTER. - "THE UNIVERSITY" is committed to:

I. Constantly supervise and evaluate the development of professional practices and/or stays through the assigned academic advisors.

II. Select, according to the activities to be developed and the required professional profile, the students who will carry out the professional practices and/or stays, with the purpose of covering the number of students required by **"THE ORGANIZATION"**.

III. Issue students a cover letter, in which they specify the Educational Program, grade level, no. of affiliation to the IMSS and the period of professional practices and/or stays.

IV. Guarantee that students have all the information and formats related to their professional internship process and/or stays.

V. Carry out the corresponding procedures so that the professional practices and/or stays carried out in **"THE ORGANIZATION"** are valid, so **"THE ORGANIZATION"** is not responsible for any obligation that arises from such condition, nor to **"THE UNIVERSITY"** or before the students.

VI. Instruct students who are sent to carry out professional internships and/or stays so that they respect and abide by the safety rules, internal regulations, to maintain order, discipline and other indications of **"THE ORGANIZATION"**.

VII. Inform students that from the moment they accept the corresponding cover letter, they agree that **"THE ORGANIZATION"** will not have any type of employment, corporate, commercial or any kind of relationship.

VIII. Provide students with School Personal Accident Insurance with policy number EH24145D that covers accidental death, organic losses, funeral expenses and medical expenses due to accidents.

IX. Advise students to contract an international medical expenses insurance policy, which covers the student's medical assistance in the event of personal accidents and/or death. It is the student's obligation to present the insurance policy contracted for their trip abroad.

X. To get in peace and safe to “the organization” of any claim made by some third party, or father or tutor derived from death, accident, altercations, or any other incident that suffers from any of the students during the period of their professional practices and/or stays.

XI. Make known the policies and guidelines that “**THE ORGANIZATION**” establishes to comply with professional practices and/or stays, so that students abide by what is stipulated.

FIFTH. - “**THE PARTIES**” agree that the work programs or projects presented within the framework of these bases of this agreement, once approved, will be considered as execution annexes or technical annexes thereof, and elevated to the category of agreements. specific links and collaboration agreements, which will be signed by “**THE PARTIES**”.

SIXTH. - “**THE PARTIES**” undertake to provide mutual service and to observe the basic work regulations of each of “**THE PARTIES**” for their knowledge.

SEVENTH.- “**THE PARTIES**” agree that the requests and results of the professional practices and/or stays, as well as the work carried out, will be reviewed and approved by the personnel that each of the instances authorizes for this purpose, in the case of “**THE UNIVERSITY**” the areas that will follow up on the requests and agreements will be those responsible for the Directorate of University Liaison and Extension and the Academic Secretariat, as well as the advisors of the processes that have been attended to; by “**THE ORGANIZATION**” the personnel who have or are participating depending on the processes. At the end of the internship, the student must deliver to “**THE ORGANIZATION**” the project developed in a digital file via email.

I. For “**THE UNIVERSITY**”, the person designated as academic advisor to monitor students will be: Dr. Ana Rosa Cruz González, Email acruz@utvm.edu.mx teacher assigned to the Gastronomy Educational Program.

II. For “**THE ORGANIZATION**” the person designated as industrial advisor will be Mr. Terry Hanley, Email thanley948@yahoo.com

EIGHTH. - The intellectual property rights derived from the work and research carried out in terms of these consultation bases will nominally correspond to “**THE ORGANIZATION**”.

NINTH. - The workers of “**THE PARTIES**” who are designated to carry out activities in execution of this agreement will continue, absolutely under the direction and dependence of the one with their employment relationship has been established.

TENTH. - “**THE ORGANIZATION**” may request to “**THE UNIVERSITY**” to replace the student who does not attend or does not be on time on the days and times agreed upon with “**THE ORGANIZATION**”. “**THE ORGANIZATION**” will notify to “**THE UNIVERSITY**” of the facts and reasons why it requests the removal of the student or students. In the event that “**THE UNIVERSITY**” has available students who are qualified to carry out the professional practice in “**THE ORGANIZATION**”, “**THE UNIVERSITY**”, will propose the students to “**THE ORGANIZATION**” for replacement.

ELEVENTH. - Students of **“THE UNIVERSITY”** who carry out their professional internships and/or stays at **“THE ORGANIZATION”** will commit to keep confidentially everything related to industrial secrets and to respect all the rules and policies of **“THE ORGANIZATION”** at all times.”, also committing to follow the internal work regulations and other rules that were established for the permanence and use of the facilities.

TWELFTH. - **“THE ORGANIZATION”** may temporarily or permanently suspend students who carry out professional internships at **“THE ORGANIZATION”** when any of the following events happen:

- I. The temporary disability of the student caused by an accident or illness;
- II. Committing any offense in accordance with the applicable policies of **“THE ORGANIZATION”**;
- III. Preventive detention of the student followed by a release order;
- IV. The order of formal imprisonment against the students followed by their arrest.
- V. Absences not justified by public agencies designated by the University.
- VI. Three or more delays according to the schedules stipulated by **“THE ORGANIZATION”**
- VII. The involvement of a third party, parent or guardian, in the student's activities; as well as interference in academic matters without the accompaniment of an institutional figure of **“THE UNIVERSITY”**;

“THE UNIVERSITY” will notify to **“THE ORGANIZATION”** if it is possible to replace the suspended students and, if applicable, will propose the candidates.

THIRTEENTH. This contract includes all the commitments from **“THE PARTIES”** and leaves void any other prior negotiations, commitments and written or verbal agreements related to the purpose of this contract. No waiver, alteration or modification of any of the provisions of this agreement of wills will be mandatory, unless it is included in an addendum to this instrument, signed by the authorized persons as representatives of **“THE ORGANIZATION”** and **“THE UNIVERSITY”**.

FOURTEENTH. - **“THE ORGANIZATION”** grants authorization to **“THE UNIVERSITY”** to use and reproduce the commercial name, brands and logos owned by **“THE ORGANIZATION”**, with the sole purpose of promoting this agreement among the students of **“THE UNIVERSITY”**. This authorization is understood to be granted to **“THE UNIVERSITY”** in a non-exclusive, non-transferable and revocable manner at any time by **“THE ORGANIZATION”**.

FIFTEENTH. - This agreement will come into force from the date of signature and will apply for the period of professional practices from May to September 2024, and may be modified, added or terminated in advance by mutual agreement between **“THE PARTIES”**. Likewise, it may be



terminated early by either of “THE PARTIES”, with prior written notice given to the other, thirty days in advance, without prejudice to the fulfillment of the activities that are in progress.

SIXTEENTH. - This agreement is concluded in accordance with the spirit expressed in its clauses and in accordance with good faith.

Once “THE PARTIES” are aware of the content of this instrument, they sign it in duplicate on April 11th 2024.

“THE ORGANIZATION”

MR. TERRY HANLEY
MANAGER

“THE UNIVERSITY”



MDC. RUBISEL TÉLLEZ REYES
UNIVERSITY'S DEAN

