

AMENDMENT AGREEMENT TO DUE DILIGENCE SERVICE AGREEMENT EXECUTED ON JANUARY 15TH, 2020 ENTERED INTO BY **UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA**, REPRESENTED IN THIS MATTER BY THE UNIVERSITY PRESIDENT, **M.E. LUIS ALBERTO FIERRO RAMÍREZ**, ABETTED BY THE ACADEMIC HEAD, **M.E.E. HERIK GERMÁN VALLES BACA**, AND BY THE PRINCIPAL OF THE SCHOOL OF NURSING AND NUTRITION SCIENCE, **DR. MARTÍN EDUARDO SÍAS CASAS**, HEREINAFTER REFERRED TO AS **"UACH"**; AND THE OTHER PARTY, **UNIVERSITÄTSKLINIKUM BONN AÖR**, REPRESENTED IN THIS AGREEMENT BY **PROF. DR. DR. H.C. MULT. WOLFGANG HOLZGREVE, MBA**, MEDICAL DIRECTOR AND CEO, **SR. CLEMENS PLATZKÖSTER**, COMMERCIAL DIRECTOR AND **SR. ALEXANDER PRÖBSTL**, HEAD OF THE PATIENT CARE SERVICES, HENCEFORTH REFERRED TO AS **"UKB"**, PURSUANT TO THE FOLLOWING TERMS OF REFERENCE, STATEMENTS AND CLAUSES:

TERMS OF REFERENCE:

1. - On October 08, 2019, **"UACH"** and **"UKB"**, entered a Memorandum of Understanding, hereinafter referred to as **"THE MEMORANDUM"**, in order to seek mutual collaboration to identify prospective areas of cooperation, which are law-abiding and pursuant to norms, regulations and under current national policies in both countries.
2. - On January 15th, 2020, the parties entered into a Due Diligence Service Agreement hereinafter referred to as **"THE CONTRACT"** intending that **"UACH"**, through the Language Center of the Academic Director's Office was bind to provide a German language course, henceforth identified as **"THE COURSE"**, for 17 Mexican nurses.
3. - In the Second Clause of **"THE CONTRACT"** the following was established:

SEGUNDA. - DESCRIPTION OF THE OBJECT. Both parties agree that the language course will be taught by **"UACH"** in compliance with the Common European Framework of Reference for Languages (CEFR), and will be subjected to the following provisions:

Length:	8 months and a half (1,020 hours) according to CEFR
Blocks:	4
Start date:	January 15 th , 2020
Schedule:	From 08:00 – 14:00 hours
Place of instruction:	"UACH" School of Nursing and Nutrition Science (Campus II)

Furthermore, the parties involve agree that **"THE COURSE"** will be divided into blocks as follows:

	CEFR	Hours	Course division	Length	Fee (Tuition) per student
Block 1	A1	210	35 days	7 weeks	\$10,000.00 MXN
Block 2	A2	240	40 days	8 weeks	\$12,000.00 MXN
Block 3	B1	270	45 days	9 weeks	\$14,000.00 MXN
Block 4	B2	300	50 days	10 weeks	\$14,000.00 MXN
Total course fee per student:					\$50,000.00 MXN

The total fee per student mentioned in the clause above includes German Language textbooks, as well as German technical vocabulary on hospital and nursing terminology. Instructor payment, as well as the fee to cover Goethe Institute international proficiency test for the German Language. Student-centered follow-up at the place of instruction at the School of Nursing and Nutrition Science, UACH.

4. - In the Seventh Clause of **"THE CONTRACT"** the term of validity was established upon proper execution and concluding on September 30th, 2020.
5. - In the Twentieth Clause herein it was established that **"THE CONTRACT"** can only be modified through a written instrument signed by authorized representatives of each of the parties involved.
6. - On March 11th, 2020, Tedros Adhanom Ghebreyesus, Director – General of World Health Organization (WHO), stated that, upon permanent assessment of the outbreak and concerns due the alarming levels of spreading and gravity, it was concluded that the disease generated by SARS-CoV2 (COVID-19) will be regarded as a Pandemic.
7. - On March 24th, 2020, the Agreement establishing preventive measures to mitigate and control and health risks derived from SARS-CoV2 (COVID-19) disease was published on the Official State Gazette.
8. - On March 30th, 2020 Public Health Emergency due force majeure is declared and published on the Official State Gazette upon the Pandemic generated by SARS-CoV2 (COVID-19).
10. - On March 31st, 2020 the Agreement establishing Additional Measures to Mitigate Health Emergency generated by SARS-CoV2 (COVID-19) is published on the Official State Gazette.

STATEMENTS

I. – BOTH PARTIES HEREBY STATE:

I.1 That each recognizes the other as to hold legal capacity as previously claimed, and consciously refrain from repeating any statements already included in the contract to be modified. Additionally, both parties express their full commitment by entering **"THE CONTRACT"** by means of this Amendment Agreement.

I.2 The addresses, as specified in **"THE CONTRACT"**, are ratified.

I.3 That as consequence upon the Pandemic generated by SARS-CoV2 (COVID-19), it was made impossible to carry on with **"THE COURSE"** on-site, and therefore, it is intended to enter into this amendment agreement in order to provide a virtual learning arrangement, adding more hours per module.

Hence, and pursuant to the above, express their full commitment by entering this agreement pursuant to the following:



CLAUSES

FIRST. – The object referred to in this agreement consist of changing the **“THE COURSE”** academic structure, block length and student number into virtual learning setting. This, due to the fact that the pandemic generated by the virus SARS-CoV2 (COVID-19), made the on-site learning setting impossible to continue.

Accordingly, and upon declaration of Pandemic generated by SARS-CoV2 (COVID-19) by the World Health Organization (WHO) on March 11th, 2020, as well as stated in several Agreements and Decrees published on the Official State Gazette, and duly recorded under the Terms of Reference of this agreement, the parties agree to modify the First, Second and Seventh Clauses of **“THE CONTRACT”**, as follows:

FIRST.- OBJECT. *The object referred to in this agreement consist of “UACH”, through the Language Center of the Academic Director’s Office, is compelled to provide a consistent service to “UKB” through the Language Center, a German language course, henceforth identified as “THE COURSE”, for 15 Mexican nurses, pursuant to the terms and conditions described in this legal document.*

SECOND. - DESCRIPTION OF THE OBJECT. *Both parties agree that the language course will be taught by “UACH” in compliance with the Common European Framework of Reference for Languages (CEFR), and will be subjected to the following provisions:*

Length:	Twelve months (1,380 hours) according to CEFR
Blocks:	4
Start date:	January 15 th , 2020
Schedule:	From 08:00 – 14:00 hours
Place of instruction:	Virtual learning setting through institutional platform as agreed and defined by the parties.

Furthermore, the parties involved agree that **“THE COURSE”** will be divided into blocks as follows:

	CEFR	Hours	Course division	Length	Fee (Tuition) per student
Block 1	A1	210	35 days	7 weeks January 15 – March 06, 2020	\$10,000.00 MXN
Block 2	A2	<u>360</u>	60 days	12 weeks March 09 – May 29, 2020	\$15,457.50 MXN
Block 3	B1	<u>390</u>	65 days	13 weeks June 01 – August 28, 2020	\$16,675.00 MXN
Block 4	B2	<u>420</u>	70 days	14 weeks August 31 – December 04, 2020	\$22,122.50 MXN
Total course fee per student:					\$64,255.00 MXN

Adjustment in hours:

	CEFR	Hours			Total length of the course in days	Total length in specific dates
		Before Amendment	Added time	Amendment		
Block 2	A2	240	+ 120	<u>360 hours</u>	60 days	12 weeks March 09 – May 29, 2020
Block 3	B1	270	+ 120	<u>390 hours</u>	65 days	13 weeks June 01 – August 28, 2020
Block 4	B2	300	+ 120	<u>420 hours</u>	70 days	14 weeks August 31 – December 04, 2020
Total of hours added:		360				

Budget amendment:

	CEFR	Fee (Tuition) per student			Course division	Length
		Before Amendment	Added amount	After Amendment		
Block 2	A2	\$12,000.00	\$3,457.50	\$15,457.50 MXN	60 days	12 weeks March 09 – May 29, 2020
Block 3	B1	\$14,00.00	\$2,675.00	\$16,675.00 MXN	65 days	13 weeks June 01 – August 28, 2020
Block 4	B2	\$14,00.00	\$8,122.50	\$22,122.50 MXN	70 days	14 weeks August 31– December 04, 2020
Total of amount added per student:			\$14,255.00 MXN			

The tuition per student described in this clause will include Books to learn German on a general level as well as medical and nursing-related technical terms, instructor's payment, and official international language certification by Goethe Institut. The above in addition to personalized follow up and attention in a designed Virtual learning setting by the School of Nursing and Nutrition Science and the Language Center of the Academic Director's Office "UACH".

Additionally, the parties agree that derived from the addition of hours per block, "UKB" is compelled to pay the amount of \$213,825.00 MXN (two hundred and thirteen thousand, eight hundred and twenty-five Mexican Pesos), equivalent to instruction payment for 360 hours, and the required textbooks and workbooks. This amount will be paid by "UKB" to "UACH" in the same manner and under the same conditions as established in the Sixth Clause of this contract.

SEVENTH. - TERM OF VALIDITY. *This contract will come into force upon proper execution and will conclude on December 04, 2020. The above prior the submission of a report providing final results by "UACH"; in turn, "UKB" is compelled to provide "UACH" with a written document stating total and satisfactory full service provision of the object referred to herein.*

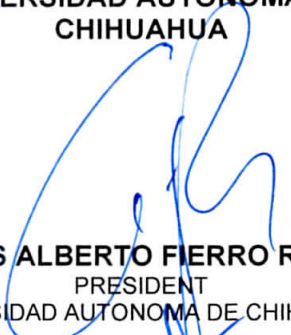
SECOND. - Both parties agree that the changes for the aforementioned Clauses will come to effect on August 1st, 2020. Upon this date block 2, 3 and 4 of "THE COURSE" designed for 15 Mexican nurses.

This contract will come into force upon proper execution and will conclude on December 04, 2020.

THIRD.- The remaining clauses of "THE CONTRACT" need no ratification or amendment, and are regarded as incorporated herein by reference.

ONCE READ this contract, and having the parties acknowledged its content and legal scope, this agreement is executed in triplicate in the City of Chihuahua, Chihuahua on August 1st, 2020.

**UNIVERSIDAD AUTÓNOMA DE
CHIHUAHUA**



M.E. LUIS ALBERTO FIERRO RAMÍREZ
PRESIDENT
UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA



M.E.E. HERIK GERMÁN VALLES BACA
ACADEMIC DIRECTOR
UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA



DR. MARTÍN EDUARDO SÍAS CASAS
DIRECTOR
SCHOOL OF NURSING AND NUTRITION SCIENCE
UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA



**M.C. MORAYMA JOSEFINA GÓMEZ
CORREA**
LANGUAGE CENTER COORDINATOR
UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA

UNIVERSITÄTS KLINIKUM BONN



**PROF. DR. DR. H.C. MULT.
WOLFGANG HOLZGREVE, MBA**
MEDICAL DIRECTOR and CEO
UNIVERSITÄTSKLINIKUM BONN



SR. CLEMENS PLATZKÖSTER
COMMERCIAL DIRECTOR
UNIVERSITÄTSKLINIKUM BONN



SR. ALEXANDER PRÖBSTL
HEAD OF PATIENT CARE SERVICES
UNIVERSITÄTSKLINIKUM BONN

TESTIGOS



MARIA HESTERBERG
HEAD OF THE DEPARTMENT OF RECRUITING
INTERNATIONAL NURSES
UNIVERSITÄTS KLINIKUM BONN

THESE SIGNATURES CORRESPOND TO THE DUE DILIGENCE SERVICE AGREEMENT ENTERED BY UNIVERSIDAD AUTÓNOMA DE CHIHUAHUA AND, UNIVERSITÄTS KLINIKUM BONN, ON AUGUST 1ST, 2020, IN THE CITY OF CHIHUAHUA, CHIHUAHUA. IN WITNESS THEREOF. -----