

LETTER OF INTENTION

The Educational Institute of A&M, ("the institute"), and Colegio Nacional de Educacion Profesional Tecnica, ("CONALEP"), intend to enter into an Agreement, the substance of which follows:

1. The Institute will grant CONALEP the right to translate and reproduce its course materials (consisting of a textbook, a student manual, an instructor's guide, progress tests, and a final exam) and related resources, such as videos and instructional software, for distribution and sale exclusively within CONALEP's campuses.
2. CONALEP will pay the Institute a fee of US\$ 1 0,000 per course for the right to translate the materials. CONALEP will pay the Institute a total of \$190,000 for the 19 courses in the five (5) Areas of Specialization in 1993.
3. In addition, CONALEP will pay the Institute an examination fee of US \$15 per course for each student.
4. CONALEP will require its students to complete the appropriate Institute five-course Specializations and will guarantee its use of a minimum of 1,000 courses in the first year.
5. The Institute will own the copyright to the translated materials, and CONALEP agrees to recognize and honor the Institute's copyright by not making the resources available outside of CONALFP.
6. The Institute will automatically provide CONALEP with a copy of each revision of a course, software, or video at no additional charge.
7. CONALEP will provide the Institute with a copy of each translated resource in a form suitable for reproduction and duplication by the Institute. The Institute will have the right to market and sell the translated materials. If the Institute sells any of the translated material, the Institute will pay CONALEP a royalty of 10% of the net revenue received from the sale.
8. Recognizing that the costs of business increase over time, CONALEP agrees that the Institute may increase its examination fee every two years by no more than 51 per course per student.
9. The Institute will provide consulting services to CONALEP to enable CONALEP to implement the Institute's programs into its campuses.

10. The Agreement will be for a period of ten years with renewal options.
11. With the signing of this Letter, CONALEP will pay the Institute a non-refundable fee of US\$5,000 as a sign of good faith. This amount will be applied against the translation fees to be paid by CONALEP when the formal Agreement is signed. CONALEP agrees to consummate the formal Agreement by 31 August 1993.

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| E. RAY SWAN, PRESIDENT | DIODORO GUERRA RODRIGUEZ MANAGING DIRECTOR |
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