COLLABORATION AGREEMENT SIGNED BETWEEN THE SUPERIOR AUDIT OFFICE OF MEXICO, ON ONE HAND, (HEREAFTER NAMED "THE AUDIT OFFICE"), LEGALLY REPRESENTED BY ITS HEAD, ARTURO GONZÁLEZ DE ARAGÓN O., CPA, AND THE INSTITUTE OF INTERNAL AUDITORS GLOBAL (IIA) ON THE OTHER (HEREAFTER NAMED "THE INSTITUTE"), LEGALLY REPRESENTED BY ITS PRESIDENT, MR. DAVID A. RICHARDS, ACCORDING TO THE FOLLOWING:

STATEMENTS

ON BEHALF OF "THE AUDIT OFFICE"

I. A statement is made on being the Supreme Audit Institution of Mexico, in compliance with articles 79, first paragraph, of the Political Constitution of the United States of Mexico (Constitución Política de los Estados Unidos Mexicanos); 3rd of the Federal Supreme Audit Code (Ley de Fiscalización Superior de la Federación); and 1st of the Internal Code of Rules of the Superior Audit Office of Mexico (Reglamento Interior de la Auditoría Superior de la Federación), as well as on having technical and management autonomy when performing its legal responsibilities and when deciding on matters of its internal organization, functioning and decisions;

II. A statement is made on being Arturo González de Aragón O., CPA, its current head, with legal faculties to sign the Collaboration Agreement contained herein, in compliance with articles 68 and 74, sections I and XVII, of the Federal Supreme Audit Code, as well as 4th and 5th, sections I and V, of the Internal Code of Rules of the Superior Audit Office of Mexico.

III. A statement is made on being its address Avenida Coyoacán 1501, Colonia Del Valle (District), Zip Code 03100, in the Benito Juárez Delegation, in Mexico City, Distrito Federal, same that hereby is appointed as the official address for all matters in connection with the Agreement contained herein.

ON BEHALF OF "THE INSTITUTE"

I. A statement is made on being an association whose purpose is to be the international representative of the internal audit profession within the public sphere, having the promotion of best practices, training provision, constant research and development programs, as well as promotion of certification programs, as its main purpose, according to its legal fundament.

[Signature]

[Date]
II. A statement is made on being Mr. David A. Richards the President of the Institute, with legal faculties to act as its representative and to sign Collaboration Agreements.

III. A statement is made on having 246 affiliated headquarters in 90 countries around the world, therefore internationally comprising professional auditors to share information and experience.

IV. A statement is made on being the body who develops the International Standards for the Internal Audit Professional Practice, as well as other internal audit self-regulation professional guidelines. Also, on being a body that manages global certification programs and performs publications on such subject.

ON BEHALF OF “THE SIGNERS”

A statement is made, based on the aforementioned statements, on the good-faith recognition made by “THE AUDIT OFFICE” and “THE INSTITUTE” (hereafter named “THE SIGNERS”) of each other’s legal capacity, which is hereby accepted by one another. Also, THE SIGNERS state to understand the scope and content of the Collaboration Agreement contained herein, and therefore agree to abide to the following:

**CLAUSES**

**FIRST** PURPOSE.- The purpose of the Agreement contained herein is to coordinate between “THE SIGNERS” collaboration actions in matters of audit and training, within the legal framework under their responsibilities, in order to consolidate bonds and make joint efforts by means of mutual cooperation and understanding.

**SECOND** ENFORCEMENT.- The Agreement contained herein will be indefinitely in force as of the time it is signed.

**THIRD** COMMITMENTS OF “THE AUDIT OFFICE”.- For attaining the purpose of this Agreement, “THE AUDIT OFFICE” commits itself to:

a. Promote within its legal capacity, the International Certification Program provided by “THE INSTITUTE”, particularly the “Certified Government Auditing Professional” (CGAP).

b. Link “THE INSTITUTE”’s Website to its Institutional Webpage in order to widely promote this body within the Federal Government, the Mexican States, and the Municipalities.

**FOURTH** COMMITMENTS OF “THE INSTITUTE”.- For attaining the purpose of this Agreement, “THE INSTITUTE” commits itself to:
a. Provide advisory services to "THE AUDIT OFFICE" in order to contribute to a sounder strengthening of its audit tasks.

b. Either directly or through its branch office in Mexico, provide training programs in Spanish for those interested persons in obtaining the CGAP certification.

c. Provide, free of charge, the CGAP Review Manual for all auditors of the "THE AUDIT OFFICE" interested in presenting the certification exam (CGAP).

d. Provide all technical documents published by "THE INSTITUTE" related to the purpose of this Agreement.

FIFTH JOIN COMMITMENTS.- So as to duly attain the purpose of this Agreement, "THE SIGNERS" commit themselves to:

a. Mutually collaborate according to their action- and decision-spheres, and to provide conference speakers when requested by either one, on subjects and programs considered as necessary for the promotion and dissemination of actions and improvements established within the professional framework.

b. Analyze and, being the case, sign agreements on specific spheres in order to use didactic material, as well as books and courses, required for staff training within both organizations.

c. Jointly promote international research awards in internal audit common areas.

d. Share information, successful experiences and practices to attain governmental auditors’ professionalization, in accordance with the legal limitations for such matter.

e. Support each other by means of information technology.

At all times, collaboration shall be made according to the agendas agreed by both organizations. Also, information subject to exchange will be provided within the legal limitations.

SIXTH CIVIL RESPONSIBILITY.- It is hereby expressly agreed that "THE SIGNERS" will have no civil responsibility for damages that may be caused as a consequence of an act of God, understanding that, once this event is over, activities will take place again according to the terms agreed by "THE SIGNERS".
SEVENTH INTELLECTUAL PROPERTY AND COPYRIGHTS.- "THE SIGNERS" recognize each other's copyrights, regarding the eventual material generated as a result of the purpose of this Agreement, according to the dispositions of the aforementioned Federal Copyright Code.

"THE SIGNERS" take total responsibility in case copyrights or other intellectual property records are violated, either national or internationally.

EIGHT LABOR RESPONSIBILITY.- "THE SIGNERS" agree that staff from both organizations will be exclusively related to the signer that employed it, and therefore each of "THE SIGNERS" will take full responsibility for labor matters, as well as social security and tax issues and, in no case, THE SIGNERS will be considered as one and the same employer, nor as co-employers.

NINTH ANTICIPATED ENDING.- Either one of "THE SIGNERS" can end this Agreement when a reasonable cause exists; in such case, the SIGNER must notify the other SIGNER its intention of ending the Agreement by means of a written communication, and at least 10 working days before the ending takes place, taking all preventive and corrective actions to avoid damages to the other SIGNER and/or third parties, understanding that all actions that were once taken during the in force-period of the Agreement shall be duly concluded.

TENTH COMMUNICATIONS.- "THE SIGNERS" agree for all notifications and communications to be written, by means of their representatives.

ELEVENTH INTERPRETATION.- "THE SIGNERS" agree that all eventual discrepancies arisen from the interpretation issues on this Agreement shall be resolved by mutual agreement.

TWELFTH MODIFICATIONS.- "THE SIGNERS" can jointly modify or broaden this Agreement, and such modifications will be abided by THE SIGNERS as of the date these modifications are signed.

THIRTEENTH JURISDICTION.- "THE SIGNERS" expressly state that they sign this Agreement in good faith and, therefore, in case discrepancies regarding the scope, interpretation or execution of it arise thereafter, they willingly commit themselves by means of this Agreement to search for all possible conciliatory measures, invoking and respecting at all times the principles of good faith, fairness and justice in order to specifically dissolve all conflicts.
The Agreement contained herein was read by "THE SIGNERS", who knew and understood its content and legal scope, therefore they willingly sign it in Spanish and English, in Mexico City, Distrito Federal, the 7th of November, 2007.

ON BEHALF OF "THE AUDIT OFFICE"

ON BEHALF OF "THE INSTITUTE"

ARTURO GONZALEZ DE ARAGON O. CPA
AUDITOR GENERAL OF THE
SUPERIOR AUDIT OFFICE OF MEXICO

MR. DAVID A. RICHARDS
PRESIDENT OF THE INSTITUTE
OF INTERNAL AUDITORS
GLOBAL (IIA)