

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL;

AND

EL COLEGIO DE MÉXICO, A.C. ("El Colegio"), a public university with the Secretary of Public Education's incorporation number 090013, Tax Identification Card CME4010081M4, is located in Carretera Picacho Ajusco No. 20, Ampliación Fuentes del Pedregal, Delegación Tlalpan, 14110, Mexico City, Mexico.

Background

This Memorandum of Understanding sets out the understanding of each party in relation to collaborative activities between them.

1 Areas of Collaboration

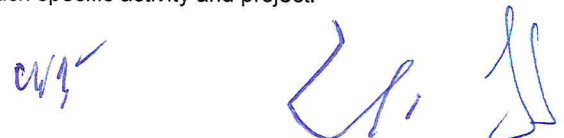
- 1.1 The parties intend to promote co-operation in teaching, research and service to the community by working together on activities and projects where there is alignment of strategy and objectives.

2 Principles of collaboration

- 2.1 The principles the parties will follow when working together are:
- to collaborate and co-operate and be open with each other;
 - to share information, experience and skills, to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort and be aware of risk and costs;
 - to comply with all applicable laws and best practice.

3 Status

- 3.1 This Memorandum is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clauses 4 to 8 below shall be binding. This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Issues that may arise during the course of this Memorandum shall be settled amicably. Those which cannot be settled amicably, shall be decided by a Board of Arbitration, consisting of 3 (three) members: 2 (two) elected by each institution separately, and 1 (one) by mutual agreement of the Parties. The arbitration shall be heard under the Rules of the International Chamber of Commerce.
- 3.2 It is the intention that a formal, legally binding agreement is entered into between the parties to govern arrangements between them in respect of each specific activity and project.



4 Costs

- 4.1 Each party shall each bear its own costs and expenses in fulfilling this Memorandum.

5 Information sharing and confidentiality

- 5.1 Each party shall keep secret all confidential information belonging to the other party which is shared between them and all shared information shall only be used for the purpose of fulfilling this Memorandum. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other authority to disclose.
- 5.2 Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other (including branding and logo) without that other party's prior written consent.

6 Intellectual Property

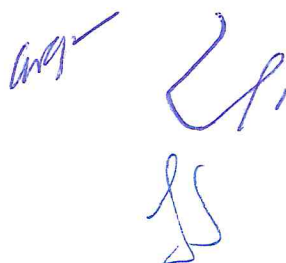
- 6.1 Unless otherwise agreed in writing in relation to specific projects, all intellectual property belonging to a party providing it to the other before, on or after the date of this Memorandum shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this Memorandum shall vest in the party which created them (or whose employee created them).

7 Regulatory

- 7.1 Neither party will treat any person or group of people less favourably than another on the grounds of race, colour, religion or philosophical belief, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.
- 7.2 Each party will comply with all applicable laws and regulation relating to anti-bribery and anti-corruption including the Bribery Act 2010 of the United Kingdom and the anti-corruption policy of the other party (if notified to it) and each will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity or practice had been carried out in the United Kingdom.


8 Term

- 8.1 This Memorandum shall be effective for a period of three (3) years from the date of final signature.
- 8.2 The parties agree that this Memorandum and any arrangements anticipated by it may be terminated by one party giving the other party 6 months' notice in writing or by giving immediate notice in writing where the party giving the notice considers, acting reasonably, that any action or omission of the other party adversely affects the good reputation of the party giving such notice.

Three handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized 'A' with a horizontal line. The second is a cursive 'L' with a horizontal line. The third is a cursive 'S'.

IN WITNESS WHEREOF this Memorandum of Understanding is signed as follows:

Authorised signatory on behalf of the University
Court of the University of Edinburgh


.....
Professor James Smith
Vice Principal International

Witness



Signature
Edinburgh Global, 33 Buccleuch Place
Edinburgh, UK, EH8 9JS


Stuart Easter

Senior Partnerships Officer

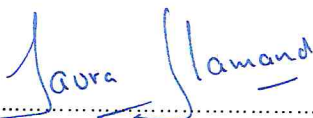
Date of signing: 25/09/18

Place of Signing: Edinburgh, UK

Authorised signatory on behalf of El Colegio de
México


.....
Gustavo Vega Cánovas, PhD
Provost and Secretary General

Witness



Signature

Laura Flamand Gómez, PhD

Vice President of Academic Affairs

Carretera Picacho Ajusco No. 20, Ampliación
Fuentes del Pedregal, Delegación Tlalpan,
14110, Mexico City, Mexico

Date of signing: September 6, 2018

Place of Signing: Mexico City, Mexico