



THIS AGREEMENT dated the 5<sup>th</sup> of August, 2019 is made between:

## FORUM OF FEDERATIONS

a non-governmental organization registered as a charitable organization under the laws of Canada

and having its Head Office in the City of Ottawa in the province of Ontario, Canada (hereinafter referred to as "the Forum")

- and -

## EL COLEGIO DE MÉXICO

an institution of research and higher education recognized by the Mexican State as a free university-type school and having its only campus in Mexico City, Mexico (hereinafter referred to as "the Colmex")

WHEREAS the Forum works to improve the practice of federalism by addressing the needs of federalism's practitioners through three broad core functions: serving as a clearing house for information and resources on the practice of federalism; providing policy and programme assistance to governments in established and emerging federations; encouraging future practitioners (youth) to develop an interest and expertise in federalism;

AND WHEREAS the Forum has determined to create a formal partnership with an organization or institution in every federal State;

AND WHEREAS the Colmex agrees to enter in such a partnership with the Forum;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and provisions herein set forth and other good and valuable consideration, the parties hereto agree each with the other as follows:

#### CLAUSE ONE. OBJECTIVE

The objective of this agreement is to create a mutually beneficial partnership that will seek to improve governance and enhance democracy by promoting dialogue on the practices, principles, and possibilities of federalism. This objective will be carried out in accordance with the plan of action envisaged in clause two.

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### CLAUSE TWO. PLAN OF ACTION

- 2.1 The parties undertake to jointly perform the following actions to the extent possible within their individual capacities:
- 2.1.1 Promoting the Forum in Mexico and the Colmex in Canada;
- 2.1.2 Building a network of Mexican practitioners and experts on federalism; maintaining relations and promoting exchanges with this network;
- 2.1.3 Regularly extend mutual invitations to the activities of the Forum and the Colmex.
- 2.1.4 Monitoring the "state of federalism" in Mexico and mutually providing material for the Forum's and the Colmex's websites, based on a format to be developed jointly;
- 2.1.5 Providing suggestions of topics and authors for the Forum's and the Colmex's publications;
- 2.1.6 Identifying potential projects and partners in this field;
- 2.1.7 Maintaining relations with other research and funding institutions that could potentially participate in the activities promoted by the parties;
- 2.1.8 Assist in the organization of events or projects sponsored by the Forum in Mexico and by the Colmex in Canada.

### CLAUSE THREE. IMPLEMENTATION

- 3.1 Most of the activities envisaged in clause two (sections 2.1.1 to 2.1.8) will take place on an on-going basis, to the extent the parties find it possible within their current human resource and financial capabilities. Nothing within this agreement will bind the parties to hire dedicated staff or expend specific funding amounts, unless specifically allocated by joint written and mutual agreement for projects.
- 3.2 The parties will jointly provide human and financial resources to carry out activities related to particular projects. Such joint projects may be initiated by any partner to this agreement, but shall require mutually agreed upon written terms in advance.

## CLAUSE FOUR. DURATION OF THE AGREEMENT

4.1 This agreement shall remain in effect for 3 years upon its signature and the parties may agree to renew it for 36 months at that moment.

#### CLAUSE FIVE. TERMINATION

5.1 This agreement may be terminated unilaterally by either of the parties in a written communication made 30 days in advance or by mutual agreement.

CLAUSE SIX. CONFIDENTIAL MATTERS AND PROPRIETARY QUESTIONS

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6.1 The undersigned parties agree that any and all materials relating to the business and affairs of this agreement, including without limitations all documents, reports, working materials and lists prepared as a result of this understanding by the Forum and/or the Colmex, shall remain the joint property of all parties hereto. At no time during the term of this agreement, or after its termination, may materials based on research undertaken jointly or funds jointly held by all parties to this agreement be released or published without prior affirmative authorization from all parties. Upon termination of this agreement, the Forum and the Colmex shall unanimously determine an equitable division and distribution of any materials or funds jointly held. Each party to this agreement pledges not to use the name of another partner in its publications or in its requests for partnerships or funding without prior authorization from the other partners.

The provisions of this section shall survive the termination of this agreement.

6.2 The Colmex and the Forum agree that they will not, during or at any time after the commencement of this engagement use for themselves or others, divulge or convey to others or aid or abet others to divulge or to convey to others any information, knowledge, data or property relating to the affairs of the Forum or the Colmex in any way obtained by others other than published material properly in the public domain.

The provisions of this section shall survive the termination of this agreement.

# CLAUSE SEVEN. GENERAL MATTERS

- 7.1 Any part of this agreement contrary to the laws of the province of Ontario, Canada or of Mexico shall be deemed to be severable and shall not invalidate the remainder thereof.
- 7.2 No amendments of this agreement nor waiver of any of the terms or conditions will be deemed valid unless affected by a written amendment.
- 7.3 The parties agree to refer any dispute, related to the interpretation of this agreement, to a conflict resolution panel. This panel will be made up of three outside members, one chosen by each party while the third member will be chosen jointly. The decision of the panel will be final.
- 7.4 Any notice, demand or other communication required or permitted to be given to any party of this agreement shall be in writing and by registered mail and shall be addressed as follows:

Rupak Chattopadhyay, Ph.D.

President and CEO Forum of Federations 411-75 Albert Street Ottawa, Ontario K1P 5E7 Gustavo Vega, Ph.D.

Secretary General El Colegio de México Carretera Picacho Ajusco 20, Ampliación Fuentes del Pedregal, ZIP 14110, Tlalpan, Mexico City, Mexico

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IN WITNESS WHEREOF the parties hereto have set their hand on the date first written above:

# FORUM OF FEDERATIONS

Rupak Chattopadhyay, President and CEO

Diana Chebenova, Senior Director

EL COLEGIO DE MÉXICO

Gustavo Vega, Secretary General

Laura Flamand, Vice president of Academic Affairs

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