

MEMORANDUM OF UNDERSTANDING

between

EL COLEGIO DE MEXICO, A.C.

and

PRESEIDENT AND FELLOWS OF HARVARD COLLEGE, on behalf of the
HARVARD SCHOOL OF PUBLIC HEALTH

This Memorandum of Understanding (MOU) is entered into by President and Fellows of Harvard College (Harvard) on behalf of the Harvard School of Public Health ("HSPH"), with a principal place of business at 677 Huntington Avenue, Boston, Massachusetts, USA and El Colegio de Mexico, A.C. ("El Colegio") with a principal place of business at Camino al Ajusco no. 20, Colonia Pedregal de Santa Teresa, Zip Code 10740, in Mexico City, Federal District, Mexico. The HSPH and El Colegio each shall be referred to herein as a "party" and together as the "parties."

El Colegio is an Institution with the purpose of conducting research and providing higher education, recognized by Mexico as a free university type school, through the Presidential Decrees of November 7th, 1962, and August 19th, 1998, published in the Official Journal of the Federation corresponding to December 4th, 1962, and August 20th, 1998, respectively. It strives to organize and conduct research in the fields of social sciences and the humanities; to provide higher education to professionals, researchers and academics; to publish books and magazines on matters related to its activities, collecting the work of its teachers and researchers; and to collaborate with other national and international institutions for the accomplishment of common goals.

HSPH is a research and academic institution of higher learning dedicated to advancing the health of populations, who believe that the essence of public health is the primary prevention of disease. The mission of "HSPH" is to advance the public's health through learning, discovery, and communication. HSPH's objectives are: 1) to provide the highest level of education to public health scientists, practitioners, and leaders; 2) to foster new discoveries leading to improved health for the people of all nations; 3) to strengthen health capacities and services for communities; and 4) to inform policy debate, disseminate health information, and increase awareness of health as a public good and fundamental right.

The parties have agreed in the following:

ARTICLE 1

Objective

The objective of this Memorandum of Understanding (hereafter MOU) is to provide a framework of cooperation and facilitate the collaboration between the parties, in a non-exclusive way, in areas of common interest.

The parties, in a joint manner and in the area of their respective competencies, intend to join efforts and technical capacities to promote programs and projects in subjects related with violence occurring in the countries of the Caribbean Basin. This and other activities agreed between the parties will be developed in accordance with the laws and regulations applicable to each of them, in their respective jurisdictions.

ARTICLE 2

Areas of Cooperation

The parties will foster the cooperation and exchange of experiences in the areas of common interest through an Academic Committee who holds the following capacities:

1. To analyze each institution's proposals concerning the development of academic research on the multiple dimensions of violence in the countries of the Caribbean Basin that is to be conducted jointly;
2. To designate the professors and researchers who will participate in the research, conferences, seminars and other academic activities that will be developed jointly;
3. To select the students who will carry out the research stays to prepare their thesis, both undergraduate and graduate, on the subjects that pertain to this agreement;
4. To follow up on the research, exchanges, seminars and other academic activities related to this MOU and to evaluate their results;
5. To coordinate the elaboration and execution of any specific agreements arising from this academic collaboration MOU;
6. To discuss and develop specific agreement regarding financial contributions to be made by each institution in order to facilitate the exchange of professors, researchers, students as well as to conduct the research, organize conferences, seminars and other academic activities pertaining to this MOU;
7. To verify by each party that its professors and students who participate in the exchanges brought forth from this MOU have all the necessary immigration documents for a legal

stay in the country of their host institution, as well as medical insurance, which will be covered by their home institution;

8. To discuss co-edition contracts with the purpose of disseminating the results of the research conducted;

ARTICLE 3

Modalities of Cooperation

The parties will cooperate through:

- Exchange of professors and researchers,
- Exchange of students,
- Development of joint seminars and courses,
- Exchange of published material,
- Conduct of joint research projects on the multiple dimensions of violence in the Caribbean Basin,
- Sharing of information on different programs, conferences and seminars on the subject of violence in the countries of the Caribbean Basin,
- Co-publication of research results if both institutions are interested. Specific co-publishing contracts would be established for such publications.

ARTICLE 4

Specific Cooperation Agreements

Whenever the parties agree to the execution of any of the activities referred to in this MOU they shall enter into agreement for the specific cooperation, which shall be considered Annex, becoming an integral part of this MOU. Each specific cooperation agreement may include the following, if appropriate:

- Objectives
- Funding
- Deadlines and manner of termination
- Any other information that the parties consider appropriate

ARTICLE 5

General Provisions

1. All parties agree this MOU does not create a legal association or relationship between them, and that neither has the power to act for the other.
2. The personnel commissioned by each of the parties for each collaborative activity under this MOU shall remain under the direction and dependence of the Institution to which he/she belongs, so no labor relation will be created with the other party, which in no case will be considered as a substitute or joint employer.
3. This MOU may be amended only by written agreement of the parties.
4. This MOU will be effective from the date of signature and shall remain valid for the period of five (5) years.
5. Either party may terminate this MOU upon 60 days written notice to the other at any time, with no liability for either of the parties. Except as otherwise agreed by both parties, each party shall make reasonable effort to complete on-going activities or projects developed under this MOU after the termination of this MOU.
6. Neither party receives any right under this MOU to use any name, brand, logo, insignia or other trademark or service mark of the other party for any purpose related to this MOU without the prior written approval of the other party.
7. All parties agree to maintain confidentiality of information that is shared, transmitted, required or generated under this MOU, in accordance with those agreements set in the specific cooperation projects formalized by the parties, following the applicable laws, policies and norms to each of the parties at any moment. Accordingly, any person engaged in the handling of such information shall be required to maintain confidentiality, even in cases where they have completed their work relationship or studies, with any of the parties, as the case might be.
8. All intellectual property rights that might be created under this MOU shall be constrained by those agreements set in specific cooperation projects formalized by the parties, and whatever is not provided therein, by the applicable laws and the international conventions that are mandatory to the countries of each party.
9. The result of research developed in the terms of this MOU, as well as its abstracts, adaptations, translations and any other work based in such research, might be released, published, reproduced and distributed with the prior written consent of the parties and, as the case might be, of the individuals who have participated in such research. Co-authorship of manuscripts will follow international guidelines. Once the research is concluded, the information will be public.

10. Except as otherwise specifically provided in each specific cooperation projects, each party will bear the cost of any activity undertaken for its benefit in the terms of the laws and other regulations that applied to it.
11. Each party represents and warrants that it has full power and authority to enter into this MOU, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state and local laws, regulations and
12. Any difference or controversy about the interpretation or application of this MOU shall be resolved by mutual agreement of the parties.
13. The parties, each acting through its duly authorized representatives, have signed this Memorandum of Understanding in four (4) originals: two (2) Spanish language and two (2) English language and each of the texts shall be equally authentic.

All the terms and conditions above are hereby accepted and agreed to as of the date of last signature.

Signature blocks (see page 6 of 6)

For "El Colegio"

Manual Ordorica Mellado

Manual Ordorica Mellado

Secretary General

Date Jan/5/2015

For "El Colegio"

Ana Covarrubias Velasco

Ana Covarrubias Velasco

Director of the Center for
International Studies

Date 1/5/15

For "El Colegio"

Sergio Aguayo Quezada

Sergio Aguayo Quezada

Professor of the Center for
International Studies

Date 01/05/15

For "HSPH"

Jullio Frenk Moya

Jullio Frenk Moya

Dean of the Faculty

Date _____

*Reviewed by

D. Wolf

D.W.

Date 12-8-14

D. Hunter

D.H.

Date _____

12/4/2018