



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into force on **October 6, 2022** (the "Effective Date"), by and between:

1. **The American University of Beirut**, an institution of higher education chartered by the Education Department of the State of New York in the United States of America, registered with the Lebanese Ministry of Education, operating a university at Bliss Street, Beirut, Lebanon, PO Box 11-0236 Riad El Solh 1107 2020, represented for the purpose of this Agreement by its Provost, Dr. Zaher Dawy (hereinafter referred to as "AUB").

and

2. **El Colegio de México** an institution of higher education operating in Mexico City, Mexico, represented for the purpose of this MoU by its president Prof. Silvia Elena Giorguli Saucedo (hereinafter referred to as "COLMEX");

AUB and COLMEX shall be referred to individually as a "Party" or "Institution" and collectively as the "Parties" or "Institutions".

Subject Matter:

The Parties recognize the many benefits of an academic partnership in an increasingly interdependent world, and therefore, they hereby register their intentions to establish formal links between their institutions to carry out and support projects that promote the mutual interests of both institutions. Links and projects which are eligible to be negotiated or discussed under the auspices of this general MoU may include any or all of the following activities:

- a) Encouragement of study by qualified students, both graduate and undergraduate, of each institution at the other;
- b) Exchange of faculty members and researchers;
- c) Promotion and implementation of collaborative research in areas of mutual interest;
- d) Jointly organizing organized academic meetings, seminars, and workshops;
- e) Collaborative fund-raising or grant-writing efforts for any joint endeavors;
- f) Exchange of academic information, materials and programs;
- g) Exchange of scientific information in the form of publications, instruction materials and other results of teaching and research; and
- h) Any other activities which the parties agree are in their mutual interest.

AUB and COLMEX further agree that:

1. **Period of Duration.** This MoU is effective as of the Effective date, and shall remain valid for **5 years** unless terminated by either Party by 30 days prior written notice. This Agreement may be extended by mutual consent of both Parties expressed in writing and signed by the authorized signatories of each Party. Such extension may be made subject to the terms and conditions hereunder and to any other terms and conditions as the Parties may determine to be necessary.
2. **Specific terms of cooperation.** This MoU is not intended to initiate any actions other than discussions or negotiations regarding cooperative intentions. Specific programs, actions or activities arising from discussions between the involved universities shall be established in subsequent written Supplemental Agreements, which must also be signed by the appropriate institutional authorities at both institutions before going into effect. Such Agreements should at a minimum specify the following:

- a) the educational activities and programs to be achieved in the respective areas (a-h) as cited above in the preamble to this document;
 - b) the schedule of such activities and programs;
 - c) the requisite financial arrangements for the implementation of such activities and programs, including discussion of reciprocity balances on any student or faculty exchanges & specific financial arrangements in the event of lack of reciprocity;
 - d) the responsible institutional representatives for implementing such activities and programs;
 - e) and any other elements mutually deemed necessary for the effective undertaking of the activities and programs agreed upon by the signing parties.
3. **Amendments.** This MoU may be amended by the written consent of the signatories or their duly authorized representatives.
 4. **No Partnerships or Joint Ventures.** Nothing in this MoU or attached Supplementary Agreements shall be construed as having joined the two institutions into a legal partnership or joint venture agreement.
 5. **Official notices** and correspondence regarding the MoU and any resulting Supplemental Agreements will be sent to:

Prof. Ana Covarrubias
Vice president for International
Academic Affairs

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

Tel: (+52) 55 5449 3000 ext. 3008

E-mail: coorac@colmex.mx; oia@colmex.mx

Dr. Zaher Dawy

Provost

American University of Beirut

PO Box 11-0236

Riad El-Solh / Beirut 1107 2020, Lebanon

Tel: +961 1 374374 x 2510

E-mail: zd03@aub.edu.lb

6. **Non-Exclusivity.** This MoU is not exclusive, and both Parties shall be free to enter into similar arrangements and understandings with any other institution for a purpose similar to the subject matter.
7. **Confidentiality, Privacy.** Each Party shall protect and keep confidential any documents and information exchanged between the Parties pursuant to this MoU. In particular, each institution shall protect the confidentiality of student information, including but not limited to personally identifiable and directory information, as dictated by the Family Educational Rights and Privacy Act (FERPA) and the EU General Data Protection Regulation (EU GDPR), and shall release no information except as permitted or required by applicable law and own privacy regulations.
8. **Intellectual Property.** Neither Party shall use the name, logo, or trademark of the other Party in any customer list, advertising, promotional materials, press releases, or other publicity or marketing or sales materials, without the express prior written consent of the other university to each particular use of its name, logo or trademark.

Both parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property.

If either party wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third party, the disclosing party must obtain prior consent from the other party before any disclosure can be made. Consent is not to be unreasonably withheld.

9. **Compliance.** The Parties are committed to the principle of equal opportunity in education and employment. Neither Party will tolerate any kind of discrimination, discriminatory harassment, or sexual harassment misconduct happening on its campus and will provide those who feel they are victims of any kind of discriminatory harassment (including sexual harassment) with mechanisms for seeking redress.

Both institutions agree that they will not engage in unlawful discrimination on the grounds of race, color, religion, age, national or ethnic identity, sex, gender or gender identity, sexual orientation, pregnancy, marital status, disability, genetic predisposition or carrier status, alienage or citizenship status, and political affiliation.

All programs and activities under this MoU will be operated in accordance with the laws and regulations of the respective countries. AUB must comply with all applicable laws of both the United States and Lebanon, including economic sanctions programs and boycott laws.

Without intending to be legally bound, AUB and COLMEX have caused their duly authorized representatives to execute this Memorandum of Understanding and any attached Agreements on the day and date indicated below.

Both parties will try to find financial sources for carrying out the activities. All financial support will be subject to the budgetary availability of each party.

Nothing in this MoU shall diminish the full autonomy of either institution, or impose constraints on either party in carrying out the agreement. Each party acknowledges and agrees that this MoU creates no financial obligations between the parties.

This MoU is executed in English in two copies, one for each party, which have equal legal effects.

EL COLEGIO DE MÉXICO

Prof. Silvia Elena Giorguli Saucedo

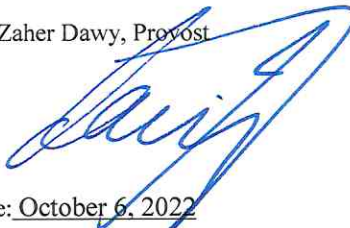


Date:

31 OCT 2022

AMERICAN UNIVERSITY OF BEIRUT

Dr. Zaher Dawy, Provost



Date: October 6, 2022

