

COOPERATION AND EXCHANGE AGREEMENT

working under the
MEMORANDUM OF UNDERSTANDING
between
El Colegio de México, Ciudad de México, México
and

Università Degli Studi di Milano, for and on behalf of the Department of International, Legal,
Historical and Political Studies, and its Doctoral Programme "Studies on Organized Crime",
Milan, Italy

This Cooperation and Exchange Agreement ("Agreement") is made by and between El Colegio de México (hereinafter "COLMEX") and Università degli Studi di Milano, for and on behalf of the Department of International, Legal, Historical and Political Studies and the Doctoral Programme "Studies on Organized Crime", (hereinafter "UNIMI") (individually, a "Party" and together, the "Parties").

Unless specifically set out below, this Agreement incorporates the terms and conditions set forth in the attached Memorandum of Agreement (MOU) between the Parties.

Article 1: Background

UNIMI is a leading Italian institution, with a doctoral (Ph.D.) programme "Studies on Organized Crime".

COLMEX is a leading Mexican institution with the following Doctoral programmes: Political Science, Social Sciences, Economics, History, Linguistics, Hispanic Literature, Urban and Environmental Studies, and Population Studies. COLMEX is a public institution with the purpose of conducting research and providing higher education, recognized by the federal government as a free University 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. "COLMEX" 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 journals on matters related to its activities, collecting the work of its professors and researchers; and to collaborate with other national and international institutions for the accomplishment of common goals.

Article 2: Objective

The objective of this Agreement is to develop an international academic and cultural cooperation centered on organized crime, justice and human rights wherein to implement a flexible framework for academic collaboration, as well as faculty and PhD student exchanges, between UNIMI and COLMEX.

Article 3: Academic Collaboration and Visiting Scholars

3.1: Faculty Collaboration

Faculty members of both institutions will be encouraged to collaborate in a broad range of projects, which may include, but are not limited to, conferences and joint research and writing projects involving one or more faculty members from each institution.

3.2: Visiting Scholars and Visiting Researchers

Faculty and doctoral students nominated by one institution to receive special training in research or to pursue a specific area of scholarship at the other institution will, subject to available capacity and the approvals required by the host institution, be invited to join the appropriate unit as a visiting scholar (faculty level) or visiting researcher (doctoral student level), as the case may be. Costs of housing, local subsistence, health insurance, and transportation will normally be assumed by the visiting scholar or visiting researcher, and not the host/home institution.

3.3: General Arrangements for Visitors

Appointment as a visiting scholar or a visiting researcher will make available to the individual the same academic resources and support services at the host institution that are normally provided to others of the same academic level in that institution.

The host institution will assist with matters of hospitality and student support, but will not provide housing or financial assistance of any kind that is not set forth in a letter of invitation or student acceptance letter.

Each institution agrees to assist visitors in gaining access to research facilities, libraries and laboratories that may be required in the individual's planned programme of study or research.

Article 4: Student Exchanges

Subject to the balance requirements set out in this section, each year during the term of this Agreement, UNIMI and COLMEX may nominate students for them to carry out a study period at the partner institution. The number of students and the duration of stay will be agreed by the parties each year at least six months before the start of the student mobility.

UNIMI will select its candidates to mobility from the PhD "Studies on Organized Crime" to enroll at the other institution, as non-degree students.

Likewise, COLMEX will select its candidates to mobility from the PhD programmes mentioned in article 1 to enroll at the other institution, as non-degree students.

Doctoral students can be selected to develop *cotutelle* theses at the partner institution, subject to approval by both institutions.

Article 5: Student Qualifications

The nominating institution will select students that meet the language requirements of the host institution. Non-native Italian/Spanish speakers must have advanced knowledge of the hosting country language and a good proficiency in the English language.

At the time of enrollment at the host institution, students will have completed a minimum of two years of university studies.

Article 6: Admission Procedures

Nominated students will be required to submit a complete application (including all supplemental materials) to attend the host institution. The completed application for each student will be sent to the host institution by the application deadline. The host institution will review the application promptly and, in principle, accept the student unless there is an appropriate reason for rejecting the applicant.

Article 7: Status of Students and Programme of Study

Exchange students will be entitled to treatment as regular full-time students of the host institution and will enjoy all of the same privileges and responsibilities. They will also be subject to the same rules and regulations as regular full-time students of the host institution.

Exchange students will be entitled to participate in any introductory or orientation courses or programmes that may customarily be arranged for foreign students at the host institution.

Article 8: Fees and Expenses

Exchange students will pay tuition fees and other related fees to their home institution and will be exempt from paying such fees to the host institution, except for non-waivable fees, such fees to be identified, and details provided, by the charging school in advance of receiving exchange student nominees.

UNIMI and COLMEX agree that any non-waivable or other incidental fees assessed against participating students under this Agreement will not be greater than those normally paid by students of the host university. Neither Party will make any charge for tuition or application purposes under this Agreement. Milan students coming to COLMEX will be required to pay a non-waivable student activities fee that is charged to all students.

The home institution will be responsible for ensuring that its own students have registered and are in good standing.

Exchange students will be responsible for covering the cost of accommodation, international travel, travel in the host country, books, equipment, hospitalization, health insurance, civil liability insurance and accidents insurance, and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur.

Article 9: Disciplinary Action

In the unlikely event that an exchange student should fail to comply with academic or disciplinary regulations of the host institution, and be asked to leave the host institution, the exchange student will

be responsible for any expenses resulting from the involuntary withdrawal. The home institution will be notified before any such action is taken.

Article 10: Health Insurance

Exchange students will be required to provide proof of full health coverage in an amount comparable to that required at the host institution, or to purchase a special student health policy as a condition of obtaining a visa.

Article 11: Student Visa and Other Documentation

At their own expense, exchange students will be responsible for obtaining the appropriate visa and related documents necessary to pursue studies at the host institution. They also will be required to provide evidence of sufficient funds to cover the reasonable costs and personal expenses during their stay at the host institution.

Article 12: Student Accommodation

Neither institution is obligated to provide housing for exchange students, but they will make the services of their respective university or institution international exchange offices available to assist these students. If university or institution housing is available at the host institution, the cost will be no greater for the exchange student than for a regular full-time student of the host institution. The exchange student will be solely responsible for all costs and expenses incurred during the period of exchange, and neither institution will be liable to the other in connection therewith.

Article 13: Data Protection:

The parties acknowledge that UNIMI and COLMEX may process Personal Data of exchange students who are participating in a programme under this Agreement (as specified in the Annex 1 Data sharing Agreement) and agree on relevant documents' protection. The parties acknowledge that they are independent personal data controllers in the performance of this Agreement and that the personal data processing will be exclusively for the purposes defined by this Agreement.

According to Art. 46 of the General Data Protection Regulation (EU) 2016/679 (GDPR), UNIMI and COLMEX will agree on a data sharing agreement containing the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, in their last version approved by the European Commission.

If the parties are unable to agree on such a data sharing agreement within a reasonable timeframe, either party may terminate this Agreement in accordance with the provisions for termination set out in this Agreement.

Article 14: Additional Matters

Additional matters not covered herein will be resolved through good faith discussions between the Administrators and/or the Deans of the Parties.



Article 15: Implementation and Administration of this Agreement

Milan and COLMEX will each designate one faculty or staff member ("Administrator") to serve as the central contact person for all administrative matters arising hereunder, including its implementation during the initial term. The Administrators so designated will exchange information on a regular and timely basis, but no less frequently than once a year, regarding the academic programmes and other factors relevant to the smooth and successful implementation and operation of this Agreement.

For COLMEX

Name: Prof. Ana Covarrubias

Title: Vice president for International Academic Affairs

Email: coorac@colmex.mx; oia@colmex.mx

For UNIMI:

Name: Dott.ssa Monica Sinibaldi

Title: Head, International agreements and projects for education and training,

Email: international.agreements@unimi.it

Article 16: Modification

Modifications to this Agreement must be in writing, signed by an authorized representative of each Party. As used in this Agreement, the term "writing" will include e-mails.

Article 17: Initial Term and Renewal

The initial term of this Agreement will be for a period of five (5) years beginning from the date of the last signature. Subject to the regulations, policies, and procedures of the institutions, the Agreement may be renewed by the written agreement of the Parties, provided there is an active Memorandum of Agreement between the Parties at that time.

Article 18: Termination

Either institution may terminate this Agreement, with or without cause, by providing the other institution with notice in writing at least 180 days before the effective date of termination, provided however, that termination will not affect any specific academic collaboration or faculty or student exchange approved by both institutions prior to the notice of termination.

Article 19: Annual Review and Modification

The Administrators will review the relationship established pursuant to this Agreement on an annual basis and will discuss in good faith any modifications as may be required, provided however, that the terms and conditions contained in this Agreement may only be modified in accordance with Article 17.

This Agreement has been executed in duplicate originals by the respective representatives of each institution, effective upon signature of both Parties.

The Rector of UNIMI and the President of COLMEX hereby execute this Agreement on behalf of their respective institutions.

UNIVERSITÀ DEGLI STUDI DI MILANO

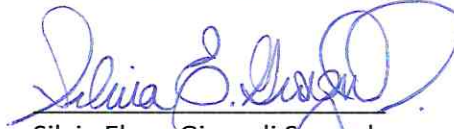
IL Rettore
Elio Franzini

Elio Franzini

Rector

Date: 25/07/2023

EL COLEGIO DE MÉXICO



Silvia Elena Giorguli Saucedo

President

Date: 14 JUL 2023



