

MEMORANDUM OF UNDERSTANDING
between
EL COLEGIO DE MEXICO, A.C.
and
UNIVERSITÀ DEGLI STUDI DI MILANO

This Memorandum of Understanding (MOU) is entered into by Università degli Studi di Milano ("UNIMI"), located in via Festa del Perdono 7, 20122, Milano, Italy, and El Colegio de Mexico, A.C. ("COLMEX") located at Carretera Picacho Ajusco 20, Col. Ampliación Fuentes del Pedregal, 14110, Tlalpan, Mexico City, Mexico. "UNIMI" and "COLMEX" each shall be referred to herein as a "party" and together as the "parties."

"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.

"UNIMI", established in 1923, is a public multidisciplinary teaching and research-intensive institution. "UNIMI" embraces 31 departments, grouped into Social sciences and humanities (SH), Physical and mathematical sciences (PE), Life sciences (LS). It intends to be an economic and cultural engine for the local area, fostering progress and innovation, promoting dialogue and interaction with citizens, the economic system and public and private institutions.

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, organized crime, justice and human rights. 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 with 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, organized crime, justice and human rights 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 PhD students who will carry out the research stays to prepare their thesis on the subjects that pertain to this MOU;
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 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 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, subject to budget availability;
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 PhD students,
- Development of joint seminars and courses,
- Exchange of published material,
- Conduct joint research projects on the multiple dimensions of violence in the Caribbean Basin, organized crime, justice and human rights,

- Sharing information on different programs, conferences, and seminars on the subject of violence in the countries of the Caribbean Basin, organized crime, justice and human rights,
- 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 above, they shall sign Specific Cooperation Agreements which will be considered Annex, becoming an integral part of this MOU. Each Specific 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. The 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 s/he 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 a period of five (5) years.
5. Either part 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 its termination.
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 of 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 here under shall be in full compliance either the requirements of all applicable federal, state, and local laws regulations.
 12. Any difference or controversy about the interpretations 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 MOU in two (2) originals in English language.

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

Università degli studi di Milano
Elio Franzini **IL RETTORE**
Rector **Elio Franzini**

Date: 25/02/2023



El Colegio de Mexico, A.C
Silvia Elena Giorguli Saucedo
President

Date: 14 JUL 2023