



**UNIVERSITY
OF LONDON**

RG/ACC/346/2022



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF LONDON

AND

UNIVERSIDAD DE GUADALAJARA

Parties

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between

- (1) the University of London, an exempt charity and statutory corporation (number RC000661) with headquarters at Senate House, Malet Street, London WC1E 7HU, United Kingdom, acting through University of London Worldwide (hereinafter referred to as "UoL");

and

- (2) Universidad de Guadalajara, a public body, decentralized from the State Government of Jalisco; a legal entity with full autonomy and property ownership rights, conforming to that which is stated in article 1 of its Organic Law, promulgated by the local Executive on the 15th day of January, 1994, in execution of the decree number 15319 of the Honorable Congress of the State of Jalisco (hereinafter referred to as "UDEG").

each a "party" and together "the parties".

Purpose

- 1. The parties wish to work together to further develop their mutual engagement through the activities set out in Clause 2. Subject to Clause 12, the University may provide a Project Plan in furtherance of the objectives set out in Clause 2.

Objectives

2. The parties' objectives under this MOU are to work together on the following activities based on their respective academic and educational needs to:
 - a) Provision by UoL's Centre for Online and Distance Education (CODE) of mutually agreed bespoke training programmes for UDEG staff
 - b) Participation of UDEG staff in seminars and conferences organised by CODE, and vice versa
 - c) Small scale staff mobility to the UK.
 - d) Other activities upon which the Parties agree for the fulfilment of the present Agreement.

The implementation of each of the activities based on this MOU shall be separately negotiated and determined by the parties. Any proposal for work under this MOU will be submitted through designated persons of each party detailed in clause 16-18 to ensure conformity with the objectives set out above. The terms and scope of each proposal will be described in individual formal agreements which will be prepared subsequent to this MOU and executed by both parties and exchanged prior to commencement.

Term and Termination

3. This MOU shall become effective upon signature by the authorised signatories of the parties.
4. Subject to earlier termination in accordance with the terms of this MOU, this MOU shall be valid for two (2) years from the date of last signature below (the "Term"), at which time it shall automatically expire. The MOU may be extended for a further year by mutual agreement in writing.
5. This MOU may be terminated by either party, giving advance notice in writing no less than 6 (six) months prior to the intended date of termination.
6. This MOU may be terminated with immediate effect by either party giving the other written notice at any time if the other party:
 - a) is in material breach of any of its obligations under this MOU and fails to remedy that breach (if capable of remedy) within 30 days after receiving written notice of the breach; or
 - b) engages in any act or omission which has or is reasonably likely to, in the reasonable opinion of the other party, bring that party into disrepute or diminish that party's reputation.

Review and Variation



7. This MOU will be reviewed and evaluated on an annual basis by both parties. It may be varied by the parties' agreement, confirmed in a written amendment signed by each party's authorised signatory.
8. Assignment This MOU is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this MOU.

Legal Status of Memorandum

9. Both parties agree that this MOU shall be a non-legally binding agreement between the parties, save for Clause 8 (Assignment), Clause 9 (Legal Status of Memorandum), Clause 12 (Confidentiality), Clause 13 (Freedom of Information), Clauses 14 and 15 (Governing Law and Jurisdiction), Clause 23 (Intellectual Property Rights), Clause 24 (Compliance with the Law), Clause 27 (Rights of Third Parties), and Clause 28 (Entire Agreement) which shall be legally binding and which shall also survive termination or expiry of this MOU.
10. Nothing in this MOU is intended to, or shall be deemed to constitute a commitment of funds (including financial or in-kind resources) by any party.
11. Nothing in this MOU shall in any way diminish the full autonomy of either party, nor shall constraints be imposed by either party upon the other in implementing this MOU. Nothing in this MOU is intended to, or shall be construed or deemed to establish any legal relationship, legal partnership or joint venture between the parties, constitute either party as the agent of the other party, or authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

Confidentiality

12. Subject to obligations under Freedom of Information legislation, both parties, including their employees, subcontractors and advisers, shall maintain confidential, for the term of this MOU and for five years from its termination, all confidential discussions, plans or developments that arise from this MOU ("the Confidential Information").

The parties shall only use the Confidential Information solely for the purposes set down in Clause 2 of this MOU, for their individual use, and shall not use the Confidential Information with any party not a party to this agreement without the prior written consent of the other party.

The Confidential Information obligations set forth in this Clause 12 shall not extend to any information:

- a. which was lawfully in the possession of the disclosing party or its advisers prior to such disclosure as evidenced by the

disclosing party's written records (or those of its advisers) and which was not acquired directly or indirectly from the receiving party;

- b. which was at the time of disclosure or which through no act on the part of the disclosing party becomes information generally available to the public; or which corresponds in substance to information furnished to the disclosing party on a non-confidential basis by any third party having a legal right to do so.

Either party may disclose the Confidential Information to the minimum extent required by any order of a court of competent jurisdiction or any competent judicial, governmental or regulatory body.

UoL may, at its sole discretion, share a copy of a project plan in furtherance of the objectives as set out in Clause 2 of this MoU ("**Project Plan**") subject to the following:

UDEG undertakes that, other than in concert with UoL or with UoL's express prior written approval, it shall not, directly or indirectly:

- (a) itself pursue the Project Plan or any **substitute project**, being a project utilising some or all of the same resources, concepts, partners; or
- (b) induce, solicit, procure or otherwise encourage any third party to pursue the Project Plan or any substitute project; or
- (c) seek, encourage or respond to any approach from any third party to pursue the Project Plan or any substitute project.
- d) UDEG shall procure that its officers, employees, agents, advisers and other representatives comply with clause 12 and clause 23 as if they were UDEG.

For the avoidance of doubt, the Project Plan will be incorporated into and shall form part of this MoU and shall be subject to all its terms.

Freedom of Information

- 13. Where a party is a public authority for the purposes of the Freedom of Information Act 2000 ("FOIA"), it may be required to release information about this MOU in accordance with the provisions of FOIA. Where requested to do so, a party shall assist and cooperate with the other to enable the latter to comply with its information disclosure obligations thereunder.



Governing Law and Jurisdiction

14. This MOU shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
15. This MOU has been executed in English. Any translation into another language must set the same obligations for both parties as in the original document. No other translation shall have an official status.

Liaison for Implementing this MOU

16. The designated persons shall be the central liaison for the parties. They will be responsible for ensuring effective communication of the parties, and progress of implementing this MOU to achieve the objectives listed in clause 2.
17. For the University of London, the designated person will be:

Name	Contact details
Dr Linda Amrane-Cooper, Director, Centre for Online and Distance Education	32 Russell Square London WC1B 5DN linda.amrane-cooper@london.ac.uk

18. For UDEG, the designated person will be:

Name	Contact details
Dra. Martha Flor Puebla Mora Academic Chancellor Centro Universitario de Tlajomulco	Carretera Tlajomulco, Santa Fé Km. 3.5 No.595, Lomas de Tejeda, C. P. 45641, Tlajomulco de Zúñiga, Jal. Martha.puebla@cutlajomulco.udg.mx

General Provisions

19. The termination of this MOU will not affect any rights or obligations under any formal agreement entered between the parties pursuant to this MOU or otherwise. Those agreements remain in effect according to their respective terms.
20. The parties agree that any other arrangements for collaborative activities, including but not limited to the offering of academic and/or training programmes, will be documented in separate and formal agreement(s) executed by the parties.
21. The parties agree to work together to monitor and confer at least monthly on any risks that arise in relation to their respective responsibilities under this MOU to the other party. Each party is responsible for managing its own risks in relation to the matters arising under this MOU, and in no circumstances will a party be responsible or liable for any loss or damage suffered by the other party as a consequence of the parties entering into, or relying upon, this MOU.
22. The parties agree to attempt to resolve all issues and disputes under this MOU amicably and in good faith by means of consultation and negotiation before seeking to terminate in accordance with clause 5.

23. Intellectual Property Rights

23.1 This clause is intended to be legally binding.

23.2 Each party acknowledges and agrees that for all purposes the intellectual property rights associated with the other party constitutes the other party's exclusive property. For the avoidance of doubt, the Project Plan is owned by and forms part of the University of London's intellectual property.

23.3 Each party acknowledges that nothing contained in this MOU shall give any right, title or interest in or to the ownership or use of the other party's name, or intellectual property save as granted under this MOU.

23.4 Each party grants to the other for the Term only a non-exclusive, non-transferable, non-assignable, revocable, royalty-free licence to use its name (but not its logo) as necessary for the purposes of carrying out its obligations under this MOU.

23.5 Each party undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the other party's name and/or trademarks.

23.6 Each party shall maintain the ownership of its intellectual property that it discloses under this MOU. Such intellectual property rights will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or



retrieval system, without the prior written consent of the intellectual property owner.

23.7 The rights in any intellectual property content that is developed jointly by the parties after the commencement of this MOU will be subject to terms and conditions agreed by the parties in writing.

23.8 All uses of a party's trademarks, including all goodwill arising, shall accrue solely to the benefit of the party who owns the respective trade mark.

24. Compliance with the Law

Each party undertakes to the other to comply with all applicable laws, including without limitation in relation to Anti-Bribery and Anti-Corruption, the Prevention of the Facilitation of Tax Evasion, and Anti-Slavery and Human Trafficking legislation as amended from time to time. A breach of this clause 24 shall be deemed a material breach of the MOU.

25. MOU Costs and Liability

Each party shall bear its own costs in carrying out its obligations under this MOU.

Each party shall remain liable for any losses or liabilities it incurs due to its own actions or omissions, and those of their employees, under this MOU. Neither party intends that the other party shall be liable for any loss the former party suffers as a result of this MOU. Neither party is permitted to incur costs on behalf of the other party without such other party's prior written consent and approval.

No party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

26. Notices

Any notice to be given by any party shall be in writing and shall be deemed duly served if delivered personally or sent by email or by prepaid registered post to the addressee at the address or (as the case may be) the email address of the party set opposite its name below:

UoL:	University of London
Address:	Senate House, Malet Street, London, WC1E 7HU, England
Email:	linda.amrane-cooper@london.ac.uk
Attention:	Dr Linda Amrane-Cooper

UDEG:	Universidad de Guadalajara
Address:	Carretera Tlajomulco, Santa Fé Km. 3.5 No.595, Lomas de Tejeda, C. P. 45641



Email: Dra. Martha Flor Puebla Mora
Attention: Martha.puebla@cutlajomulco.udg.mx

27. Rights of Third Parties

A person who is not a party to this MOU has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof.

28. Entire Agreement

This MOU constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Signatures

29. IN WITNESS WHEREOF, the parties of this MOU through their duly authorised representatives have executed this MOU as of the last written date below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth therein.

SIGNED for UNIVERSITY OF LONDON SIGNED for UNIVERSIDAD DE GUADALAJARA



Professor Mary Stiasny OBE
Pro Vice-Chancellor International,
Learning and Teaching



Dr. Ricardo Villanueva Lomelí
Rector General

MSc. Guillermo Arturo Gómez Mata
Secretary General


Witnesses



Dra. I. Leticia Leal Moya
Rectora Centro Universitario de Tlajomulco



Mtra. Valeria Viridiana Padilla Navarro
Coordinator for Internationalization



Date: 9/9/2022

Date: 10 OCT 2022