



MEMORANDUM OF AGREEMENT (MOA)

BETWEEN:

Universidad de Guadalajara ("UDEG")

AND

Board of Governors of Mount Royal University ("MRU")

WHEREAS MRU is a University continued pursuant to the terms of the *Post-Secondary Learning Act* and provides undergraduate learning opportunities to students in a range of academic programs and disciplines;

WHEREAS *UDEG* is a University continued pursuant to the terms of their normative laws and regulations and provides undergraduate learning opportunities to students in a range of academic programs and disciplines;

WHEREAS this MOA seeks to build a cooperative and collaborative relationship that will be of benefit to both organizations and their respective stakeholders;

AND WHEREAS this MOA will promote mutual organizational interests in ways that are consistent with the mandates, policies and resources of each party;

NOW THEREFORE this MOA sets out the intent of the working relationship between the parties as follows:

- 1. Each party acknowledges that the other party is an autonomous, self-governing entity with the power to enter into binding agreements considered to be in its best interests and to advance its ability to achieve the requirements of its mission and mandate.
- 2. In a manner that is consistent with the mandates, policies, priorities, and resources of each party and which is in accordance with the *Post-Secondary Learning Act*, the parties will cooperate and collaborate, as appropriate and in accordance with the terms and conditions of further agreements that will be negotiated, in a variety of areas which are of mutual interest or benefit. These include, but are not limited to, the following:
 - Development of articulation agreements
 - Exchange of students
 - Participation in seminars and academic meetings

- Exchange of existing staff
- Joint research and teaching activities
- Exchange of publications, academic materials and other information
- Joint quality assurance benchmarking
- 3. The parties' representatives will meet on a regular basis, as appropriate, to plan and review activities, to coordinate efforts, and to advance this MOA.
- 4. The parties shall consult with one another prior to the issuance of any press release or public statement relating to this MOA. Such consultation shall include prior notification of a party's intent to issue a press release or public statement accompanied by a copy of the proposed language of such press release or public statement. If a party has a concern with the proposed wording of the other party's press release or public statement, it shall notify the other party immediately and the parties shall work together to ensure that the press release or public statement is acceptable to both parties.
- 5. Each party acknowledges that in the process of furthering discussions under this MOA it may come into possession of confidential information of the other party. Accordingly, the parties agree that they will enter into a separate confidentiality agreement before disclosing confidential information to each other.
- 6. Each party shall bear its own costs and expenses arising from this MOA unless otherwise mutually arranged and agreed to.
- 7. This MOA shall become of force and effect on the Effective Date and will stay in effect until either one or both parties give written notice of a minimum of thirty (30) days to withdraw from the MOA.
- 8. All notices to be given pursuant to this MOA shall be in writing and either delivered by hand or faxed to the following individuals:

Universidad de Guadalajara

Name: Mtro. Miguel Ángel Sigala Gómez Position: Vice Provost for International Affairs

Fax: +52 33 31342222 Ext. 12938

Email: miguelangel@cgci.udg.mx; montserratm@cgci.udg.mx

Address: Lopez Cotilla 1043 Centro 44100 Guadalajara, Jalisco MEXICO

Mount Royal University

Name:

Dianne MacDonald

Position:

Director, International Education

Fax:

403.440.5155

Email:

dmacdonald@mtroyal.ca Mount Royal University

Address:

International Education
4825 Mount Royal Gate SW
Colore AR T3E 6V6

Calgary, AB T3E 6K6

Notice shall be deemed to be received on the date of delivery if delivered by hand or transmitted by facsimile.

9. *UDEG* acknowledges all records prepared by MRU in the performance of this MOA are in the custody and control of MRU. MRU is or will be subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) which creates a right of access to records under the custody and control of public bodies subject to specific, limited exceptions.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding effective on 21st day of March 2019 (the Effective Date).

Signed for and on behalf of:

Universidad de Guadalajara

Dr. Miguel Angel Navarro Navarro

Rector General

Mtro. José Alfredo Peña Ramos

Secretary General

The Board of Governors of Mount Royal University

Dr. Timothy Rahilly

President and Vice-Chancellor

Dr. Lesley A. Brown

Provost and Vice-President, Academic