Memorandum of Understanding
between
The Commission on Human Rights of the State of Mexico
and
Texas State University

This Memorandum of Understanding (MOU) is concluded between the Commission on Human Rights of the State of Mexico, hereinafter referred to as “LA CODHEM”, which is a permanent public body with autonomy of management and budget, legal personality and own property, responsible to protect the human rights that protects the Mexican legal order, domiciled at Calle Dr. Nicholás San Juan number 113, Colonia Ex Rancho Cuauhtémoc, C.P. 50010, Toluca, State of Mexico, represented by its President, Dr. Jorge Olvera Garcia, and Texas State University, hereinafter referred to as “Texas State”, a higher education institution committed to promoting public university education, located at 601 University Drive, San Marcos, Texas 78666, U.S.A., represented by its Provost and Vice President for Academic Affairs, Dr. Eugene J. Bourgeois, II; and when acting together they will be called “the Institutions”.

Recitals

I. That the Institutions carry out activities for the benefit of the population, on the one hand, as a protector of human rights, and on the other, of an academic nature, which places them on a common plane.

II. That the Institutions are willing to carry out joint activities that allow cooperation and exchange in all areas of common interest.

III. That given the main attribution of each of the Institutions, it is feasible to specify cooperation and exchange actions in activities to protect human, educational, and cultural rights.

Based on the above, the Institutions agree to abide by the following:

Collaboration Points

First: Intention

This agreement shall affirm each party’s intent to enter into, the following types of collaborative activity:

a. Collaboration and the development of research projects on educational and human rights issues.

b. The exchange of faculty in human rights and research.

c. The organization of joint academic, artistic and scientific activities, such as courses, workshops, conferences, seminars, symposium, working groups and internship opportunities to enable the dissemination of human rights and related issues.
d. Collaboration for the exchange of publications, didactic material and bibliographical, scientific and cultural information in areas of common interest to strengthen the academic services that support teaching and research.

e. Collaboration for joint co-publications and other materials of common interest, the product of one of the parties or research projects of mutual interest.

Second: Scope of Agreement

Cooperation projects under this memorandum of understanding may include issues related to human rights or the common interest of both Institutions.

Third. Specific Agreements

Where necessary for the programming and development of each distinct activity referred to in the first section, the Institutions shall develop separate agreements as necessary, which will be duly signed by the authorized representatives of each institution.

The agreement (instruments) in which each of the activities to be carried out will set forth all terms and conditions associated with the activity, including information such as: responsibilities of each Institution in the agreed activity; names of those individuals on each campus responsible for the implementation of the activity; work schedules for specific activities; budgets and sources of funding for each activity; location where they will be developed; as well as any other information necessary for the efficient conduct of the activity and for legal and policy compliance requirements of each Institution.

Fourth. Financial Commitment

This agreement reflects the commitment of each party to collaborate as expressed, and it is not intended to be of a legally binding nature. As a result of this framework, neither party will incur any financial obligations resulting from the actions of the other party without a separate prior agreement in writing to accept specific financial obligations. Any additional agreement pertaining to financial matters will be negotiated separately and will be based upon the availability of funds for each party.

Fifth. Funding of Activities

Separate agreements under this MOU should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Activities requiring funding must be approved in writing by both parties. Each party will commit, to the extent allowed by law in their respective countries, the necessary resources of their respective institutions pledged under specific terms of supplemental agreements.

Sixth. Nondiscrimination

Texas State University and LA CODHEM agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, material status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this agreement.

In the execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all System and component policies and laws of their respective countries prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
Seventh. Use of Name

LA CODHEM will not use the name of Texas State University, nor of any Texas State University student, staff or faculty, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Texas State University. Texas State University will not use the name of LA CODHEM, or any employee of LA CODHEM, in any publicity, advertising, or news release without the prior written approval of the CODHEM.

Eighth. Monitoring Committee

In order to follow up and comply with the present agreement, as well as related to it, the Institutions agree to form a committee that will be composed of the officials listed below or by those who hereafter replace them:

<table>
<thead>
<tr>
<th>TEXAS STATE UNIVERSITY</th>
<th>LA CODHEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Dr. Dennis Dunn</td>
<td>Name: M. in D. María del Rosario Mejía Ayala</td>
</tr>
<tr>
<td>Title: Director, Center for International Studies</td>
<td>Title: General Secretary</td>
</tr>
<tr>
<td>Address: 601 University Drive</td>
<td>Address: Ave Nicolas San Juan 113 Ex Rancho Cuauhtemoc Toluca Mexico 50010</td>
</tr>
<tr>
<td>San Marcos, TX 78666 U.S.A.</td>
<td></td>
</tr>
<tr>
<td>Telephone: 512-245-2339</td>
<td>Telephone: 722-236-0560</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:dd05@txstate.edu">dd05@txstate.edu</a></td>
<td>E-mail: <a href="mailto:presidentejq@codhem.org.mx">presidentejq@codhem.org.mx</a></td>
</tr>
<tr>
<td>Website: <a href="http://www.txstate.edu">www.txstate.edu</a></td>
<td>Website: <a href="http://www.codhem.org.mx">www.codhem.org.mx</a></td>
</tr>
</tbody>
</table>

Ninth. Period of Agreement

This MOU shall be effective from the date of its execution and will remain in force until August 31, 2021.

Tenth. Early Termination

This MOU may be terminated at any time by either Institution in writing with 30 days’ advance notice. Agreements concluded in accordance with this memorandum of understanding shall automatically terminate with the termination of this instrument, in the understanding that the actions being carried out will continue under the original conditions until their conclusion.

Eleventh. Export Control

It is recognized and understood that this agreement is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

Twelfth. Amendments

This document may only be amended in writing by the Institutions, with the condition that the objectives are congruent or complementary to those agreed herein, by means of the execution of the respective amending legal agreement, as the case may be, it shall have its effects on the date on which it is formalized with its execution, and which shall form an integral party of this legal agreement.
Thirteenth. Employment Relationship

Institutions means that their staff involved in the formation of this document shall be construed to be solely related to the party that hired it, and will therefore assume responsibility for this concept, and in no event shall be considered employees, contractors or subcontractors.

Fourteenth. Confidentiality

Institutions agree that all information transmitted or generated on the occasion of the conclusion of this MOU shall be handled as confidential information, whether written, electronic or otherwise.

Texas State strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. LA CODHEM is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

Fifteenth. Intellectual Property

The intellectual property deriving from the work and publications carried out by reason of this legal agreement shall be subject to the applicable legal provisions and to the written agreements which specify the Institutions roles in producing any future intellectual property and give corresponding ownership rights to those who have contributed to the works and publications.

Sixteenth. Interpretation and Conflict Resolution

The present MOU is the product of the good faith of the Institutions, so they will carry out all the possible actions for their proper interpretation and fulfillment. If there is any discrepancy about the compliance, both parties agree that they will resolve it by common agreement.

Seventeenth. Pursuant to Texas Government Code, Section 2270.002, LA CODHEM represents and warrants that: 1) it does not boycott Israel; and 2) will not boycott Israel during the term of the Agreement.

Eighteenth. Sovereign Immunity.

Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses.
Having read this agreement, into which the institutions have duly entered in accordance with the scope of their legal power, they sign it in duplicate in two languages (Spanish and English). The versions in each language have the same validity.

In witness whereof, the Institutions have executed this MOU on November 2, 2017.

For "LA CODHEM"

Dr. En D. Jorge Olvera García
President

For "TEXAS STATE UNIVERSITY"

Dr. Eugene J. Bourgeois, II
Provost and Vice President for Academic Affairs