MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD DE LAS AMÉRICAS
AND
TEXAS STATE UNIVERSITY

Universidad de Las Américas ("UDLA"), established in Quito, Ecuador, and Texas State University ("Texas State"), established in San Marcos, Texas USA (each a "party" and collectively, the "parties"), to facilitate their mutual objectives in research and education, enter into this Agreement of Cooperation on this 1st day of August, 2017 (the "Effective Date") and hereby agree as follows:

1. The parties shall explore opportunities for collaboration, which may include, but are not limited to: (a) the creation of faculty, staff, and student exchange programs, (b) the sharing of academic materials and other relevant information, (c) the development of joint workshops, symposia, etc. on topics of mutual interest, and (d) the development of joint research projects.

2. It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. It is also understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds.

3. Prior to initiating any joint program or project, the parties shall enter into a Sub-Agreement setting forth the specific details of the proposed program or project. Each such Sub-Agreement, prior to becoming effective, shall be vetted in accordance with each party’s internal policies and procedures and signed by an authorized representative of each party.

4. Each Sub-Agreement shall identify the academic units and personnel involved, the duration of the program or project, and the source of any funding required for the program or project. The parties acknowledge and agree that any such program or project must be organized and administered in accordance with applicable law and the relevant policies and procedures of each party.

5. This agreement shall remain in force for a period of five (5) years from the Effective Date; however, either Party, at its discretion, may terminate this agreement during its term by giving written notice at least ninety (90) days in advance of the intended termination date. However, the MOU shall remain in force as long as a Sub-Agreement remains, unless otherwise agreed by the parties.

6. This agreement may be amended or renewed by a written agreement signed by an authorized representative of each party ninety (90) days in advance of modification of this agreement.

7. Each party shall send communications or notices pertaining to this agreement to the other party at the relevant address set forth below or to such other address designated by that other party through written notice.
8. The parties recognize and acknowledges that each party is the sole owner of its name, logo and trademarks (collectively, “Marks of each parties”) and individual parties has the right of exclusive use and control. Neither UDLA or Texas State, or any of its employees or agents shall use “Marks of each parties” without the prior written approval of the other party.

9. Alternative Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by Texas State and UDLA to attempt to resolve any claim for breach of contract made by UDLA.

10. 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.

11. Nondiscrimination: Texas State University and UDLA agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital 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 their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all 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.
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed.

On behalf of:
Texas State University

Name: Dr. Gene Bourgeois
Title: Provost and Vice President for Academic Affairs

On behalf of:
Universidad de Las Américas

Name: Dr. Carlos Lameagui Nardi
Title: Rector

Name: Jennifer Mullin
Title: Director of International Programs