MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS STATE UNIVERSITY
AND
THE CITY OF MONTERREY, MEXICO

General
Texas State University and the city of Monterrey, each a “Party” individually or “Parties” collectively, wish to establish this Memorandum of Understanding (MOU) as a framework for cooperation in order to promote collaborative research activities, foster international academic exchange, ensure achievement of their strategic plans, and facilitate cross-cultural engagement for the enhancement of their programs, human resources, and countries.

I. Scope of Agreement
The terms of cooperation for each specific activity implemented under this MOU, including financial aspects, shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. These activities shall be subject to the terms of this MOU. This agreement shall affirm each Party’s intent to enter into, among others, the following types of collaborative activity:

A. Promote professional and educational relations between the Parties.
B. Develop research, training, and other educational activities of common interest to both Parties.
C. Encourage further collaborations of common interest to both Parties.
D. Promote discussion and the exchange of ideas and experiences in all those areas of mutual benefit to both Parties.
E. Collaborate on research and training for public security and safety.

II. Period of Agreement
This agreement shall be effective upon the date of final execution and until the end of the current city administration. This agreement may be renewed for three years terms by mutual written agreement. In addition, either Party may terminate the agreement by providing ninety (90) days written notice to the other Party.

III. Activities Under This Agreement
It is expected that activities taking place under this agreement will be initiated primarily by academic units and centers within Texas State University, and by offices and departments of the City of Monterrey in coordination with their respective administrative units concerned with international and pertinent activities. All activities undertaken must conform to the policies and procedures in place at each location. For Texas State University, activities will follow relevant university guidelines.
IV. Planning and Management of Activities
Each distinct activity will be described in a separate agreement drawn up jointly and
signed by authorized signatories of each Party. Such agreements will specify the names
of those individuals of each party responsible for the implementation of the activity and
set forth all terms and conditions associated with the activity.

V. 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.

VI. 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
funding that may be needed. Activities requiring funding must be approved by both
Parties. Each Party will commit, to the extent allowed by law in their respective
countries, the necessary resources pledged under specific terms of supplemental
agreements.

VII. Nondiscrimination
Texas State University and the City of Monterrey 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.

VIII. Amendments
The terms of this agreement may be changed or modified only by written amendment
signed by authorized agents of the Parties hereto. Parties will notify each other in writing
ninety (90) days in advance of modification of this agreement.
IX. 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.

X. Contact Persons
Each Party will designate an individual who will serve as the contact person for this agreement.

**TEXAS STATE UNIVERSITY**
Name: Dr. Eugene J. Bourgeois II
Title: Provost and VP for Academic Affairs
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San Marcos, Texas 78666
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**CITY OF MONTERREY**
Name: Office of Adrián de la Garza
Title: Mayor
Address: Palacio Municipal de Monterrey
Zaragoza y Ocampo S/N
Zona Centro Monterrey, N.L.
C.P. 6400
Telephone:
E-mail:

It is envisioned that both Parties will engage in appropriate activities that will meet these mutually identified areas of interest with quality and a new sense of international cooperation. This agreement shall remain in force for three years from the date of the last signature below and shall be deposited at Texas State University and at the City of Monterrey.

So be it understood and enthusiastically supported by the undersigned.

Texas State University

City of Monterrey

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

Adrián de la Garza
Mayor, City of Monterrey

Date

[Signature]

Date

[Signature]