

502



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University of London

**DATED: 10 NOVEMBER 2008**

**INSTITUTE OF EDUCATION, (1)  
UNIVERSITY OF LONDON**

**and**

**THE GOVERNMENT OF THE STATE (2)  
OF NAYARIT, MEXICO**

**and**

**THE AUTONOMOUS UNIVERSITY OF NAYARIT (3)**

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**MEMORANDUM OF  
UNDERSTANDING**

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**MILLS & REEVE**

**THIS AGREEMENT is made on 10 November 2008**

**BETWEEN:**

- (1) **INSTITUTE OF EDUCATION, UNIVERSITY OF LONDON** of 20 Bedford Way, London, WC1H 0AL (“the Institute”); and
- (2) **THE GOVERNMENT OF THE STATE OF NAYARIT, MEXICO** (“the State of Nayarit”)
- (3) **THE AUTONOMOUS UNIVERSITY OF NAYARIT, MEXICO** (“the University”)

**WHEREAS**

**1 Preamble**

- 1.1 This Memorandum of Understanding (MOU) is intended to promote co-operation, detailed discussions and advancement of international understanding between the Institute, the State of Nayarit and the University to their mutual benefit.
- 1.2 The Assistant Director (Learning, Teaching and International) at the Institute shall act as the primary contact for the discussions under this MOU.
- 1.3 Nothing in this MOU shall be construed as creating a legal relationship between the Parties with the exception only of the provisions in clauses 4, 5 and 6. This MOU is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the Parties.
- 1.4 The purpose of this MOU is to enable the Institute, the State of Nayarit and the University to pursue the Objectives as set out below.
- 1.5 This MOU does not limit, and is not detrimental to, the rights of either Party to make agreements with other institutions.

**2 Objectives**

- 2.1 The Parties agree to develop collaborative activity as follows:
  - The work of the new Institute of Education being established as part of the Autonomous University of Nayarit;
  - Such additional activities as may be identified and agreed in writing by the Parties.

**3 Costs**

- 3.1 The Parties agree that each shall bear their own costs for any work under this MOU, save and except as agreed in writing between the Parties.

- 3.2 The Parties agree to seek external sources of funding to support proposed projects wherever possible.
- 3.3 Where joint activities lead to the establishment of a separate Memorandum of Agreement, such agreement shall include a financial agreement relating to the specific area of collaboration.

#### **4 Confidentiality**

- 4.1 Each Party shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by each Party in connection with this MOU unless such information is already in the public domain, is required to be disclosed by law or any legal or regulatory authority, or the other Party has previously received the prior written consent of the Party for its disclosure.
- 4.2 The State of Nayarit and the University acknowledge that the Institute is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (the "FOIA") and the State of Nayarit and the University agree they shall (at their own expense) cooperate and provide all necessary assistance as may be reasonably requested by the Institute (at its expense) to enable the Institute to comply with its obligations under the FOIA, including but not limited to, providing the Institute with such information in its possession or power as may be reasonably requested in order for the Institute to comply with its obligations under the FOIA.

#### **5 General**

- 5.1 No person who is not party to this MOU shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 5.2 This MOU is governed by English law. The Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

#### **6 Intellectual Property**

- 6.1 In this clause 6:
- 6.1.1 "**Existing IP**" means all intellectual property owned by or licensed to either Party, prior to the date of this MOU or subsequently, other than any intellectual property arising directly out of this MOU; and
- 6.1.2 "**New IP**" means all intellectual property arising directly out of this MOU.
- 6.2 All Existing IP owned by or licensed to either Party shall remain the property of such Party.
- 6.3 Each Party grants to the other a non-exclusive, non-transferable licence for the duration of this MOU to use such of its Existing IP as is provided to the other Party for the purposes only of this MOU.

6.4 Agreement regarding rights to any New IP created as a result of collaboration under this MOU shall be set out in the individual Memorandum of Agreement relating to the specific collaborative activity.

**7 The Understanding**

7.1 Proposals under this Agreement will be submitted through liaison officers designated by each Party to assure conformity with the Objectives. The liaison officer at the Institute will be the Assistant Director (Learning, Teaching and International), for the State of Nayarit shall be the Secretary of State for Middle and Higher Education and Scientific and Technological Research and for the University shall be the Rector of the University.

7.2 The terms and scope of each proposal will be described in individual contracts or Memoranda of Agreement, which will be prepared subsequent to this Agreement and signed by all Parties and exchanged prior to commencement.

**8 Commencement and Duration**

8.1 This MOU commences on the date of signature by the appropriate officer of all Parties (10<sup>th</sup> November 2008).

8.2 This Agreement shall be in effect for 5 years from the Date of Commencement. This period may be extended by written consent of all Parties.

Signed for and on behalf of

**The Institute of Education, University of London**

**Name:** Professor Dylan William *PP*

**Position:** Deputy Director of the Institute of Education

**Dated:** *10th November 2008*

**Signature:** *[Handwritten Signature]*

Signed for and on behalf of

**The Secretariat of Middle and Higher Education and Scientific and Technological Research State of Nayarit**

**Name:** Raúl Pérez González

**Position:** Secretary for Middle and Higher Education and Scientific and Technological Research

**Dated:** .....

**Signature:** *[Handwritten Signature]*

Signed for and on behalf of

**The Autonomous University of Nayarit**

**Name:** Omar Wicab Gutiérrez

**Position:** Rector of the Autonomous University of Nayarit

**Dated:** .....

**Signature:** .....



**Testigo de honor**

Signed for and on behalf of

**The State of Nayarit**

**Name:** Hon. Ney González Sánchez

**Position:** Constitutional Governor of the State of Nayarit

**Dated:** .....

**Signature:** .....

