

MEMORANDUM OF UNDERSTANDING
FOR COOPERATION IN ACADEMIC AND RELATED AREAS
BETWEEN THE UNIVERSIDAD DE LA HABANA OF THE REPUBLIC OF CUBA
AND THE REGENTS OF
THE UNIVERSITY OF NEW MEXICO OF THE UNITED STATES OF AMERICA

I.- Preamble

The Universidad de la Habana and the Regents of the University of New Mexico, hereafter referred to as the Participants,

Recognizing the mutual interest of the Participants, in supporting advancements in the educational field;

Attempting to propose a new type of partnership in terms of academic cooperation in the 21st century, based on mutual benefit and parity among the Participants;

Wanting to respect the comparative advantages of each one of the sectors, guided by the wish to promote through joint work the development of research, exchange, assistance, as well as cooperation in terms of educational/scientific interest and mutual benefits.

Have agreed to the understandings numbered hereafter:

II.- Purpose


The Memorandum of Understanding (MOU) intends to establish a bilateral cooperation in the education/scientific field between the two countries. The MOU does not intend to create binding obligations in terms of national or international laws. Nothing in this MOU aims to modify or impact the responsibilities or capabilities of the Participants to carry on their normative operations and to put in place their programs in accordance with their respective laws and regulations.



III.- Areas of cooperation

The Participants aim to collaborate in academic and research activities, as well as to promote in the personnel of each institution, the formation, updating, training and increase in knowledge in the fields that the Participants may determine through different means. The main areas of cooperation may include those mentioned hereafter, without excluding others:

- Projects of cooperation, research and studies;
- Academic exchanges;
- Conferences, colloquia, seminars, symposia, workshops, courses, degrees or similar initiatives;
- Dissemination of scientific findings through publications, events, and other scientific activities;
- Training of professionals, technicians, professors, and researchers;
- Information exchange;
- Joint consultancy;
- Publication of articles, event proceedings, as well as joint editions of mutual interest; and
- All other activities that the parties may agree upon within the framework of this agreement.



The Participants, as may be mutually agreed upon, will seek to stimulate and facilitate direct contracts between various groups in each country with the goal to work in the interest of long-term cooperation in various programs to promote the exchange of information and understanding.

In order to implement and carry out the activities described in the preceding clause, the duly authorized representatives of both institutions may sign agreements. Such agreements would need to include: objectives; calendar of activities; the needed human technical, material, and financial resources; location where the activities would take place; teaching, consulting, and training activities where appropriate; publishing of results and outreach activities; responsible parties; evaluation activities; specific agreements in matters of intellectual property relating to the scientific work that results from the collaboration, and any other items that may be agreed upon by the Participants.

Specific agreements will be developed to implement the aforementioned goals.

IV.- Intellectual properties

The Participants maintain that in the Agreements that may be established for each specific project or activity of scientific cooperation that may be derived from this Memorandum, specific contracts aimed to regulate the rights and obligations concerning Intellectual Property will be executed, including, among others, the following aspects:

- a) the knowledge, technologies and preexistent innovations of the participants;
- b) the titles to the Intellectual Property rights for the results that may be obtained;
- c) the obligations in relations to the confidentiality of the information that may be exchanged;
- d) the convenience of publishing the joint results;
- e) the commercialization of the results and the granting of licenses to third parties.

V.- Confidentiality

For the execution of this Memorandum, the parties agree to:

- a) Maintain regular communication in relation to the projects and topics of common interest that are undertaken as a result of this Memorandum. The opinions, criteria and evaluations that result should be cross-checked by each party as they may influence the development of the actions derived from this Memorandum.
- b) Exchange information contained in documents which are generated under this Memorandum, according to the rules of confidentiality to which each party is subject, with the aim to pursue the safeguarding of information as deemed necessary.



Any information that is subject to exchange, delivery or creation between the parties during the development of activities executed under cover of this Memorandum, shall be maintained in strict confidentiality by the parties. The receiving party may only disclose this information to its administrative staff when it is necessary for the development of

research activity resulting from this Memorandum, and only with the authorization of the person who provided the information.

There will be no need for confidentiality when:

- The information is general knowledge.
- The information is legitimately and publicly accessible, by means outside of this Agreement or agreements that may be generated as a result of this Agreement.
- The information is obtained from a third party who has a legitimate right to use, disseminate or communicate said information.
- There is a legal or judicial obligation to provide such information. In this case, the supplying party will be notified immediately. Likewise, the receiving party will only disclose information that they are legally or judicially required to disclose.
- The receiving party obtains prior written authorization for its disclosure from the other party.
- This confidentiality commitment will remain in force regardless of the expiration date of this memorandum as long as there is a need for the information to remain confidential.

VI.- Resolving differences

Any differences that may result from the interpretation or application of this MOU shall be resolved through direct negotiations. The participants agree to make every effort to settle all disagreements that may arise in the observance of this agreement.

VII.- Financing system

As per the present MOU, the entry of each Participant in the cooperation activities will be subject to the availability of funds, resources and personnel, and shall be made in accordance with the laws and regulations of the government of the Participant in question.

Each Participant will jointly agree to ask for the participation of a third party as to the financing, undertaking, coordination, follow up, or assessment of programs and drafts related to this MOU.



This MOU defines in general terms the bases upon which the Participants propose to cooperate and, as such, is not a document of fiscal or financial obligation.

VIII.- Duration, modifications, interruption and other stipulations

The present MOU shall have a duration of five (5) years starting on the date of its ratification. It may be renewed for the same period of time by mutual written consent of both parties.


Either of the parties may rescind the present agreement through written communication to the other party, with sixty (60) days prior notice, without this affecting the ongoing actions.

IX.- Contacts:

University of New Mexico	Universidad de la Habana
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X.- Signatures

Signed on the dates indicated below, in duplicate copies in English and Spanish.



Dr. Chaouki Abdallah
 Provost and Vice President of Academic
 Affairs
 University of New Mexico

July 16 / 2018
 Date: _____



Dr. Gustavo José Cobreiro Suárez
 Rector
 Universidad de La Habana

3/9/18
 Date: _____ 